



REQUEST FOR QUALIFICATIONS

ENGINEERING DESIGN SERVICES

**CHEVY IN THE HOLE
FLINT, MICHIGAN**

July 11, 2013

**Prepared by:
AKT PEERLESS ENVIRONMENTAL & ENERGY
SERVICES
214 JANES AVENUE
SAGINAW, MICHIGAN 48607**

**Prepared for:
GENESEE COUNTY
LAND BANK AUTHORITY
452 SOUTH SAGINAW STREET, 2ND FLOOR
FLINT, MICHIGAN 48502**

AKT Peerless Project Number: 6163s



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LIST OF EXHIBITS

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Please go to: www.aktpeerless.com, click the “Login” link and use the information below:

Login: 6163s

Password: Chevrolet300

Existing Base Map – Parcel A, Rowe Professional Services Company (PDF and CAD)

Existing Base Maps – Parcel A, Weston, (GIS Shape Files)

Existing Base Maps – Parcel A, Lata Kemron, (pending files from Lata Kemron)

Existing Base Map – Parcels B – E, Wade Trim, (PDF and CAD)

Existing Base Map – Parcel B and E, Rowe Professional Services Company (PDF and CAD)

Existing Base Maps – Parcel B, Weston (GIS Shape Files)

Existing Base Maps – Parcel A – E, AKT Peerless (CAD)

Existing Base Maps – Delphi Automotive Systems Flint West (PDF)

US Army Corps River Channel As Built Maps

FEMA Flood Map, (PDF)

1990 AC Rochester Outfall to Flint River Summary (PDF)

Existing Base Maps – USFS Tree Plantings

City of Flint Engineering – Sewer Maps

Existing and Proposed Deed Restrictions

Also, refer to Section 2.3 for links to Existing Planning Documents

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|----------|-------------------------------|
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| Figure 4 | Subject Property Map |

BID FORM

| | |
|--------|----------|
| Form 1 | Bid Form |
|--------|----------|

ATTACHMENTS

| | |
|--------------|--|
| Attachment 1 | AKT Peerless Subcontractor Package (Agreement) |
|--------------|--|



**REQUEST FOR QUALIFICATIONS
ENGINEERING DESIGN SERVICES
CHEVY IN THE HOLE
FLINT, MICHIGAN**

1.0 SOLICITATION

1.1 Request for Proposals

AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES (AKT Peerless, Consultant) on behalf of THE GENESEE COUNTY LAND BANK AUTHORITY (GCLBA, Authority) is requesting proposals from qualified Contractors to complete **ENGINEERING DESIGN SERVICES** for THE CHEVY IN THE HOLE Project consisting of approximately 60 acres of land on 300 North Chevrolet Avenue, 306 and 307 South Stevenson Street, and Glenwood Avenue Parcel (between Kearsley and North Chevrolet) in Flint, Michigan (see Figures 1 - 4).

1.2 Proposal Schedule

The following is the planned schedule for release, submittal, acceptance, and award of this Request for Proposals:

| | |
|---|------------------------|
| REQUEST FOR PROPOSAL ISSUED | July 11, 2013 |
| MANDATORY PRE-BID MEETING AND SITE WALK | 10:30 am July 23, 2013 |
| CONTRACTOR QUESTIONS DUE | 12:00 pm July 24, 2013 |
| PROPOSAL DUE DATE | 3:00 pm July 31, 2013 |

1.3 Mandatory Pre-Bid Meeting

A Mandatory Pre-Bid Meeting and Site Walk will be held on **Monday, July 23, 2013 at 10:30 AM** at Parcel B at the site located at 306 South Stevenson Street, Flint, Michigan. Enter Parcel B from Stevenson Street. Representatives of the Consultant will be present to discuss the project.

Contractors should contact the Consultant representative identified in Section 1.5 that they will be attending. The Consultant and Authority may consider special arrangements including an alternative meeting for Contractors traveling a long distance and cannot attend the meeting.



Consultant shall transmit to all prospective Contractors of record such addenda as Consultant or Authority considers necessary to questions arising at the pre-bid meeting. Oral statements may not be relied upon and will not be binding or legally effective.

In the event of unfavorable weather conditions, the Pre-Bid Meeting will be relocated to the Genesee County Land Bank Offices, 452 South Saginaw Street, Second Floor, Flint, Michigan 48502; phone: (810) 257-3088.

1.4 Electronic Attachments

Certain documents necessary for completion of the Scope of Work are available electronically for Contractor download and review. Please go to: www.aktpeerless.com, click the "Login" link and use the information below:

Login: 6163s

Password: Chevrolet300

1.5 Project Representative

The following individual will serve at the project representative on behalf of the Consultant, Authority and will coordinate all necessary access and direction with the City of Flint (Owner).

Ryan T. Londrigan, CHMM
AKT Peerless Environmental & Energy Services
214 Janes Avenue
Saginaw, Michigan 48607
Phone: 989.754.9896
Cell Phone: 989.284.7238
Email: LondriganR@aktpeerless.com

AKT Peerless is providing Project Management, Construction Management, and Subcontractor Oversight, among other services to ensure the successful completion of the project.

2.0 SCOPE, PURPOSE, AND BACKGROUND

The City of Flint (Owner) voluntarily acquired the blighted "Chevy in the Hole" property on February 8, 2013, for the purpose of guiding its redevelopment. At this time, the City of Flint



intends to redevelop the property into a naturalized green space to enhance aesthetics, protect the public from exposures, and promote further redevelopment. The City of Flint is utilizing a United States Environmental Protection Agency (EPA) Revolving Loan Fund (RLF) Cleanup subgrant from Genesee County to complete select cleanup/response activities at the property.

The City of Flint entered into a Management Agreement for the GCLBA to complete the proposed cleanup/response activities using the EPA RLF. AKT Peerless is the approved consultant providing RLF project management and environmental services for the GCLBA.

Near-term goals involve transforming all or portions of the property into an attractive low-maintenance green space. Future construction activities will likely include installation of monitoring wells, alterations to site drainage, and installation of a 6-inch to multi-foot thick vegetative cap, walkways, and parking areas over the existing surface cover. The green space will likely retain flexibility that will allow the City to take advantage of future redevelopment opportunities, site programming, or recreational activities. Portions of the property may remain in operation for municipal leaf compost storage and processing.

Engineering services are necessary to design and prepare specifications for the proposed green space and capping. The requested scope of work will include the preparation of conceptual designs, a final design, and detail construction specifications for the proposed green space cap located across the entire subject property. Additional work items will be requested as deemed necessary by the Consultant and Authority.

2.1 Subject Property Location and Description

The subject property is a portion of a larger site commonly known as Chevy in the Hole. The subject property comprises five parcels of land that are identified as Parcels A through E. The parcels comprise approximately 60-acres of land situated south of the Flint River bounded by Swartz Creek to the east, Center Street to the west, and Glenwood Avenue/Kearsley Street to the south. The following table further summarizes the parcels comprising the subject property:

| Parcel | Address on Assessment Records | Tax Identification Number | Current Owner |
|--------|-------------------------------|---------------------------|---------------|
| A | North Chevrolet Avenue | 40-13-301-005 | City of Flint |
| B | 306 South Stevenson Street | 40-13-176-002 | City of Flint |
| C | Glenwood Avenue | 40-13-326-005 | City of Flint |
| D | 307 South Stevenson Street | 40-13-251-004 | City of Flint |
| E | 300 North Chevrolet Avenue | 40-13-251-011 | City of Flint |

The subject property is owned by the City of Flint, located at 1101 South Saginaw Street, Flint, Michigan 48502. The City of Flint received the property by Quit Claim on February 8, 2013. The City of Flint has sole ownership of the property.

The subject property is located in an area of the City of Flint that is characterized by vacant land various commercial, industrial, educational, and residential properties, a river, public roadways and sidewalks.

With the exception of a shed on Parcel A, there are no buildings currently located on the subject property. In general, the subject property currently consists of asphalt paved parking lots; large areas of concrete (including several former factory floors); gravel paving (including sloped areas surrounding building slabs, and areas of backfill); out of use rail spurs; concrete sidewalks; chain-link fencing, subsurface infrastructure including storm sewers, sanitary sewers, water lines; fire hydrants, and unkempt grassy areas. Portions of the property are in operation for municipal leaf compost storage and processing.

2.2 Historical Use of the Property

Portions of the subject property have been industrially developed since at least 1886. The subject property began automobile manufacturing operations in at least 1909. Demolition of the most recent automobile manufacturing structures on the subject property began in 1995. Automobile manufacturing activities continued until 2004 when the last building was demolished. Rail spurs and vacated streets formerly traversed the property. The former manufacturing structures, on-site operations, and individual history of each parcel are



summarized in the September 2009 and May 2012 Phase I Environmental Site Assessments (ESAs), which are available upon request.

2.3 Redevelopment Planning Background

Various planning efforts have been conducted involving the subject property. Select planning and strategy documents are available at the following links:

Flint River District Strategy, 2005

<http://www.thelandbank.org/Landuseconf/Flint%20River%20District%20Strategy.pdf>

Reimagining Chevy in the Hole, 2007

[http://www.thelandbank.org/Landuseconf/Reimagining Chevy in the Hole.pdf](http://www.thelandbank.org/Landuseconf/Reimagining%20Chevy%20in%20the%20Hole.pdf)

Flint Riverfront Restoration Plan

<http://www.frcalliance.org/pages/chevy.html>

In addition to the above plans, the City of Flint Master Plan is currently under-going development. The subarea surrounding Chevy in the Hole has not been addressed yet in the planning efforts; however, the final use is expected to be consistent with naturalized greenspace. The conceptual design work at Chevy in the Hole will be coordinated with City of Flint Planning Department personnel. More information about the Master Plan can be found at the following link:

<http://www.imagineflint.com/>

2.4 Underground Infrastructure

At the time of this Request For Qualifications (RFQ), an underground infrastructure survey is being conducted at the property. The underground infrastructure survey includes the creation of a master base map, inspection and mapping of underground infrastructure, and condition assessment of major storm water conveyances at the property. The results of the survey will be provided to the Contractor for completion of the Engineering Design Services.



The underground infrastructure bidding documents can be viewed at the Authority website:

<http://www.thelandbank.org/newsroom0882494.asp>

2.5 Project Funding

The Project will primarily be funded with a USEPA federal grant awarded to Genesee County and subawarded to the City of Flint. This Project may also be partially funded with local matching funds contributed by the City of Flint.

2.6 Proposal Delivery Requirements

Deliver one (1) original and three (3) copies of the Proposal to the Consultant/Authority **no later than 3:00 P.M., Wednesday, July 31, 2013** to:

Genesee County Land Bank Authority
452 South Saginaw Street, Second Floor
Flint, Michigan 48502

Marked: "Chevy in the Hole - Engineering Design Services Proposal"

Phone: 810.257.3088

Fax: 810.257.3090

Email: landbankinfo@thelandbank.org

Contractor's mailing/sending proposals by carrier service should allow sufficient time to ensure timely receipt of their submittal.

3.0 CONTRACTOR SCOPE OF WORK

The Contractor shall be responsible for all materials, labor, and equipment necessary to complete the scope of work. The Consultant and Authority are seeking professional services to prepare conceptual designs, a final design, and detail construction specifications for the proposed green space cap located across the entire subject property.

Professional services are likely to include, but are not limited to:

- Site/Civil Design Engineering
- Landscape Architecture for passive green space capping with flexibility for future programming



- Storm water management
- Construction plans and specifications
- Floodplain and other permitting assistance, as necessary

Specific anticipated services are likely to include, but are not limited to:

- Development of up to three (3) conceptual site designs, for review and selection by Owner, Authority, and Consultant.
- Prepare a final site design to be used for as part of the USEPA RLF grant site constructions/capping activities and during future construction/capping work. Design work will include landscape planning of a low maintenance/no maintenance green space cap, drainage plans, parking areas, pathways, among other design services.
- Prepare detail construction plan and specification for an approximately \$1.5 million capping project to be constructed in 2013/2014. Construction plans and specifications will be included in bidding documents prepared by AKT Peerless. Bidding and construction oversight will be conducted by AKT Peerless. Engineering and survey activities may also be necessary during construction.
- Floodplain permitting services, if required.

Provide all other incidental (services and items not specifically mentioned) items necessary to provide a satisfactory work product: (a) using commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions, (b) in compliance with all governing laws and (c) acceptable to AKT Peerless and the Authority.

3.1 Definitions

(a) The term “**Contract Documents**” shall consist of this Request for Qualifications (RFQ), AKT Peerless’ Subcontractor Agreement, signed Bid Form and Contractor Submittals, the Specifications, the Exhibits, Attachments, and the Figures, including all modifications



thereof incorporated in any of the documents before the execution of the Agreement or Work Order by and between AKT Peerless and the Contractor.

- (b) Wherever in this Contract the word "**Owner**" is used, it shall be understood as referring to City of Flint, the owner of the property.
- (c) Wherever in this Contract the word "**Authority**" is used, it shall be understood as referring to THE GENESEE COUNTY LAND BANK AUTHORITY, the authority on the project.
- (d) Wherever in this Contract the word "**Consultant**" is used, it shall be understood as referring to AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES (AKT PEERLESS Environmental Engineer, Authority's Representative, Owner's Representative) acting personally or through any assistants duly authorized in writing for such act by the Consultant.
- (e) Wherever in this Contract the word "**Contractor**" is used, it shall be understood as referring to anyone who performs work at or about the construction site, directly or indirectly for or on behalf of the Consultant and/or Authority, but shall not include any person who furnishes merely his own personal labor or his own personal services.
- (f) Wherever in this Contract the word "**Subcontractor**" is used, it shall be understood as referring to anyone (other than the Contractors) that is used who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractors (and whether or not under contract with the Contractors), but shall not include any person who furnishes merely his own personal labor or his own personal services.

3.2 Laws and Regulations

All applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over site activities shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

3.3 Method of Bidding

In arriving at the proposed work plan, the Contractor shall make his/her own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local



conditions, availability of materials, uncertainty of weather, and all other contingencies. It is the intent of the Contract Documents to provide for finished work and any miscellaneous items clearly necessary to this end shall be considered a Contract requirement whether or not specifically included in the Contract Documents.

3.4 General Guarantee

Neither the final payment nor any provision of the Contract Documents shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractors of liability with respect to any express warranties or responsibility for failure to comply with the terms of the Contract Documents.

3.5 Accident Prevention

The Contractors shall exercise proper precaution at all times for the protection of persons and property, and shall be responsible for all damages to all persons and property, either on or off site, which occur as a result of its fault or negligence in connection with the performance of the work.

The Contractors, any Subcontractors and others under the direction of the Contractors and involved with the work are responsible for understanding and fully complying with all OSHA, MIOSHA, MDEQ, and EPA requirements.

3.6 Consultant / Contractor Responsibilities

3.6.1 Consultant Responsibilities

The Consultant shall be responsible for retaining Contractors, assisting in site access, communication, review and approval of documents, and supervision of Contractor work.

3.6.2 Contractor Responsibilities

The Contractors shall be responsible for obtaining all required permits, making necessary notifications and completing the scope of work described in this package in accordance with the schedule approved by the Consultant.



3.7 Contractor Incurred Costs for Preparing Request for Proposal

All costs incurred in the preparation and presentation of the Contractor's Proposal in response to this request for proposals shall be wholly absorbed by the Contractor.

3.8 Examination of Site and Contract Documents

Each Contractor is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Contractor to do any of the foregoing shall in no way relieve any Contractor from any obligation in respect to their Proposal, or to carry out the provisions of their Agreement or Work Order by and between the Consultant and the Contractor.

4.0 PROPOSAL FORMAT

The Contractor's proposal package shall be sealed, marked with "**Chevy in the Hole - Engineering Design Services Proposal**" on the outside of the envelope.

The following information is required in the request for qualifications. It is required that the qualification packages be organized in the manner specified. The response should be assembled in the order listed below and utilize the headings given.

Each response is limited to 25 pages at 12 point font single spaced. The Consultant and Authority values brevity. The 25 page limit does not include the cover letter, table of contents or attachments. Resumes and project summaries are limited to 2 pages each.

Cover Letter

The Cover Letter should be bound to the response and include the name of the person(s) who will be authorized to make representations for the proposer, their title(s), office location, telephone number(s), and email address.

Bid Form

Provide a signed copy of the Bid Form.



Understanding

The Contractor's understanding of the scope of work shall be outlined with a brief written work approach summary and deliverables provided.

Schedule

Provide a brief summary of the Contractor's overall proposed project schedule (i.e. provide the estimated number of days or months necessary to completed the proposed scope of work.)

Qualifications

The overall nature of the Contractor's business and affiliates should be described including their qualifications and ability to complete the proposed project.

The Contractor should describe the firm's core competences and should present examples of recent and relative firm experience that is most similar to the requested scope of services.

Qualifications should emphasize landscape architecture, capping/green space projects, drainage design, and experience with contaminated sites.

Specify the number of years the Contractor has experience with similar projects.

Experience/References

Please provide a list of three (3) project references that best describe the related experience of the Contractor and its Subcontractors. If possible provide the references for work that has been performed for companies similar to Consultant. Consultant will contact these references prior to award.

Company Name/Project Name

Contact Person

Address

Phone Number

Approximate Contractor Fee

Scope of Work



Project Team

This section should identify project team and staffing plan. Describe the prime and subcontractors on the project team. Include a list of key staff who will be assigned to this project and a detailed explanation of their experience with this type of work. If resumes are included, they should be limited to two (2) pages. The Consultant reserves the right to interview, by telephone or in person, potential key personnel prior to selection of a Contractor.

Provide an organization chart that identified those individuals that will be most directly involved with the proposed project. The organization chart should identify each person's home office location. Identify technical experts and the Project Manager responsible for day to day communication and coordination with the Consultant.

The Project Manager and Key Staff shall not be changed without prior approval of the Consultant. Assignment of a Project Manager or Key Staff other than those approved by Consultant may result in termination of the contract.

Licensing

Provide brief summary that Contractor and Subcontractors possess the appropriate license, if any is required under applicable state law, from the Contractor's state licensing board for the past twenty-four (24) months prior to the date of the Work.

Contractor and Staff Location

As a benefit to the project, including lower mobilization costs, availability for project meetings, and local knowledge of the site, municipal contacts, and community, preference may be given for Contractors that demonstrate company and/or primary staff is located in the State of Michigan or Genesee County. Provide a brief description of home office location for Contractor, Primary Staff and Subcontractors.



Insurance Statement

Include a statement acknowledging that the Contractor and Subcontractors maintain the required insurance as specified in the Contract Documents.

AKT Peerless Subcontractor Agreement

Include a statement that the Contractor agrees to AKT Peerless Subcontractor Agreement. The Agreement does not need to be completed until time of award.

Federal Requirements

Include a statement that the Contractor and Subcontractors agree to maintain compliance with federal grant requirements and reporting. Describe if Contractor and Subcontractors are subject to Davis Bacon Wages for work to be performed.

Debarment Certification

Contractor and their Subcontractors must complete and submit the attached Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

Iran Sanction Affidavit

If awarded, Contractor and their Subcontractors must sign and notarize the attached affidavit of compliance-with the Iran Economic Sanctions Act. Please acknowledge that this form will be signed and notarized.

Violation Notices and Litigation

Contractor and their Subcontractors must disclose any violations of law, permit or license, enforcement notices, or escalated enforcement actions involving Contractor or Subcontractor within the past five (5) years.

Describe any pollution or professional liability claims filed or pending in the last five (5) years.

Identify any pending litigation or litigation completed in the last five (5) years, which Contractor was involved. Identify lawsuit by name, number, date, parties, and your claim or participation.



MBE/WBE/HBE

The Consultant and Authority are seeking to encourage participation by respondents who are Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) firms. Respondents should state whether they are an MBE/WBE/HBE business enterprise. If so, please provide a copy of a current certification letter.

All Respondents must identify their status as follows:

- Disadvantaged Business
- Small Business
- Veteran Owned Small Business
- Disabled Vet. Owned Small Business
- Minority Business
- Woman Owned
- HBCU
- Alaska Native
- None

Special Considerations

Several site specific special considerations and/or limiting factors are present at the property. Provide a brief summary of your approach and/or past experience that will assist you managing these considerations during site design. Factors that should be considered include, but are not limited to:

- Environmental impacts. Due care obligations, preventing exposures and exacerbation of contamination will be a consideration for all site design activities.
- Creative landscape design.
 - Design of an attractive low maintenance/no maintenance landscape.
 - Design of functional hearty plantings
 - Resistance to invasive species
 - Incorporation of native plantings

- Expenditure of funds on a small area well designed and constructed will be preferred to a large area done poorly.
- Long term operation and maintenance considerations.
- There is limited to nonexistent on-site commercial redevelopment possibilities.
- Constraints associated with deed restrictions. No water wells can be installed on-site, existing concrete pads cannot currently be removed. Capping activities will be conducted over the existing concrete pads.
- Storm water management. Water retention and use of existing storm water conveyances.
- Possibility for on-site water retention and reuse (watering trees, etc.).
- Possible incorporation of existing natural features, trees, slopes, wetland areas, and existing trees planted with United States Forest Service grant funds. Describe the possibility of incorporating the existing trees/natural features into the permanent cap design.
- Future site programming and recreational use.
- Incorporation of parking areas and pathways.
- Impacts of project on surrounding community, neighborhoods, and institutions.
- Compost operations. The majority of the existing compost will be incorporated into the topsoil horizon of the cap. Any remaining compost operations are anticipated to be limited to Parcel E and phased out over time. The design should assume that compost operations will not remain at the property in the future.

Proposed Work Plan

Provide a detailed work plan describing resources, schedule, understanding and deliverables for completion and associated milestones.

The work plan shall include, the items and tasks thought to be necessary by the Contractor to complete the objectives listed in the RFQ. The work plan shall estimate resources needed for each item (expenses, person hours, rate, and total cost). The work plan shall sufficiently detail



and identify the progress milestones, i.e., when project items, objectives, and deliverables are to be completed.

The work plan is not a firm cost proposal but will be used by the Consultant and Authority to the understand project pricing, compare the approach between bidders, and will serve as a basis to negotiate a contract with the selected Contractor.

Example Work Product

The Contractor should provide an example work product(s) that will aid in the evaluation of Contractor’s qualifications by Consultant and Authority.

5.0 EVALUATION CRITERIA

The prime objective in the evaluation process will be to select the firm best qualified to provide the required service, all factors considered. The award of the contract will be based on which Contractor is believed to provide the best scope of work and greatest benefit to the project. Estimated price will be only one of the factors considered.

Proposals will be evaluated and scored by the Consultant and Authority based on the following criteria:

- 1. Mandatory requirements.

| | |
|---|-----------|
| Understanding and Approach Provided | Pass/Fail |
| Proposed Schedule Provided | Pass/Fail |
| Qualifications and References Provided | Pass/Fail |
| Identification of Project Manager and Key Staff | Pass/Fail |
| Applicable Licensing Requirements | Pass/Fail |
| Insurance Requirements | Pass/Fail |
| Acknowledgement of Subcontractor Agreement | Pass/Fail |
| Acknowledgement of Federal Requirements | Pass/Fail |
| Debarment Certification | Pass/Fail |
| Acknowledgement of Iran Sanctions Affidavit | Pass/Fail |
| Statement of Violation and Pollution Liability Claims | Pass/Fail |
| MBE/WBE/HBE/Small Business Section | Pass/Fail |
| Addenda Acknowledgement | Pass/Fail |

2. Understanding of the requirements of the Scope of Work. (0-5 points)
3. Proposed Project Schedule. (0-5 points)
4. Qualifications and experience of the firm/staff with similar work. Past performance history and relevance of past project examples including incorporation of existing natural features, design of attractive low maintenance/no maintenance landscapes, working with native and invasive species, and capping design over existing paved surfaces. (0-10 points)
5. Creating approach/experience with site limitations and special considerations. (0-10 points)
6. Work Plan. (0-10 points)
7. Interviews / Presentation. (0-15 points)

5.1 Interviews

The Consultant and Authority anticipate conducting personal interviews or required presentations of any of the bidders prior to selection. The Consultant and Authority will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

Interviews and presentations will be requested at the discretion of the review committee. The review committee may also make a final recommendation of the most qualified firm based solely on review of the written qualifications package submitted.

5.2 Negotiation

The Consultant and Authority may in its best interest elect to enter into negotiations with the apparent lowest responsive and responsible bidder(s) to arrive at a final acceptable scope of work, cost, and contract.



5.3 Proposal Rejection and Acceptance

The Consultant and Authority reserves the right in its sole discretion to accept or reject any proposal for any or no reason and is not obligated to accept the proposal, which contains the lowest cost estimate or the lowest unit prices. The Consultant and Authority reserves the right to reject any or all proposals. The Consultant and Authority reserves the right to not award the project. The Consultant and Authority also reserves the right to waive any defect in any bid, to the extent permitted by law or to require or permit correction of any defect or non-compliance by any bidder, as a condition of further consideration, or acceptance of the bid. However, the Consultant and Authority are under no obligation to any bidder to waive any such defect or permit any correction.

The successful bidder(s) shall enter a contract agreement with Consultant to complete work. The successful bidder(s) will be chosen based on Evaluation Criteria provided in Section 4.0.

AKT Peerless intends to award a lump sum and unit rate contract to the successful bidder(s). AKT Peerless reserves the right to award separate contracts for items of work.

6.0 QUESTIONS

Any questions regarding the content of this request for proposal must be addressed in writing (via facsimile or e-mail) to the Consultant by **NOON, WEDNESDAY, July 24, 2013**. All questions shall be directed to the following Consultant representative:

AKT Peerless Environmental & Energy Services
214 Janes Avenue
Saginaw, Michigan 48607
Attention: Ryan Londrigan, CHMM
Phone: 989.754.9896
Cell Phone: 989.284.7238
Fax: 989.754.3804
Email: londriganr@aktpeerless.com

At the discretion of the Consultant, the Consultant may summarize questions into written response, which will be provided to all known parties in the bidding process as an Addendum to



ensure that all qualified Contractors are supplied with all available knowledge in order to bid the job effectively.

7.0 OTHER CONSIDERATIONS AND AUTHORITY/FEDERAL REQUIREMENTS

7.1 Non-Discrimination

Contractors shall comply with the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not be discriminated against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment.

7.2 Debarment and Suspension

The Contractor must certify to the best of its knowledge and belief that it, its agents, and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.



3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (c).
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause of default.
5. Will comply with all applicable requirements of all state or federal laws, executive orders, regulations, and policies governing this work which is funded by a Federal EPA Cleanup program.

Contractor shall provide certification the above on the ‘Certification Regarding Debarment, Suspension, and Other Responsible Matters’ (see attached Bid Form). The attached certification shall be signed and submitted by the Contractor with the proposal. Each Subcontractor shall also submit certification to the Consultant prior to starting work.

7.3 Insurance

The Contractors shall maintain such insurance as will provide indemnity for claims under workers compensation and employers' liability laws; from claims for damages because of bodily injury, including death, to all others and from claims and damages to property - any or all of which may arise out of or result from the Contractor's operations under this contract, or from any Subcontractor or anyone directly or indirectly employed by either of them. All such insurance shall be carried with companies satisfactory to the Consultant.

The Contractors shall be required to furnish certificates of insurance naming the Genesee County Land Bank Authority, Genesee County, City of Flint, United States Environmental Protection Agency, and AKT Peerless Environmental & Energy Services as additionally insured, prior to the commencement of work. Insurance shall be in the following minimum amounts:

| | |
|---|-------------|
| Pollution Liability | \$1,000,000 |
| Commercial General Liability | \$2,000,000 |
| Contractor Liability (Errors & Omissions) | \$2,000,000 |



| | |
|---------------------------------|------------------|
| Commercial Automobile Liability | \$1,000,000 |
| Worker's Compensation | Statutory Limits |

Said certificates must set forth the limits of liability, carrier, policy number, as well as expiration date and must also provide for thirty days advance written notice of cancellation, modification or reduction in coverage.

Also refer to insurance requirements in the attached AKT Peerless Subcontractor Agreement. Where insurances coverage requirements differ between the above and Subcontractor Agreement the higher limits shall be required.

7.4 Federal Requirements

Work to be completed by the successful bidders(s) under this contract will be funded under a Federal grant program. Upon request the Contractor will be given the opportunity to review the grant documents. The Contractor must meet the grant requirements including submittal of the required grant paperwork in good faith.

7.4.1 David Bacon Wages

The rate of wages and fringe benefits paid to each class of construction mechanics, by the Contractor and his subcontractors shall not be less than the “prevailing wage rates” applicable.

The Contractor and all Subcontractors shall carry out the Work in accordance with the Davis-Bacon Act of 1931 (CERCLA Section 104(g)(1), 40 U.S.C. Sections 276a-5 and 42 U.S.C. Section 3222 as set forth in CERCLA Section 104(g). Compliance with the Davis-Bacon Act requires payment of federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with RLF funds and upon request provide evidence of such compliances such as producing “Certified Payroll Report Forms” of any and all Contractors or Subcontractors.”

Recent and applicable wage rates from the U.S. Department of Labor will be agreed upon between Contractor and Consultant prior to the commencement of work. The Contractor and all Subcontractors shall submit certified payroll forms with all draw requests to the Consultant.



These forms shall be U.S. Department of Labor Wage and Hour form WH-347 or acceptable equivalent.

Every Contractor and Subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract.

Every Contractor and Subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection with said contract. This record shall be available for reasonable inspection by the Consultant, his representative, the Authority, or Federal Representative.

Prevailing wage rate liability

- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime Contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime Contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.

Contractor Submittals

- Contractor and subcontractors shall submit monthly, with each pay request application for payment.
- Certification that all construction mechanics working on the construction project have been paid the prevailing wages.
- Contractor shall submit the identity of subcontractors or other individuals or entities to the Consultant for resubmittal to the EPA for review/approval. This submittal shall occur prior to the Effective Date of the Agreement.

Consultant/Authority

- The Consultant/Authority, by written notice to the Contractor and the sureties of the Contractor known to the Consultant/Authority, may terminate the Contractor's right to

proceed with that part of the contract, for which less than the prevailing rates of wages and fringe benefits have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original Contractor and his sureties shall be liable to the Consultant/Authority for any excess costs occasioned thereby.

7.4.2 Compliance With All Laws

Contractor shall carry out the Work in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including, but not limited to the following, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. 9601, et seq.) (“CERCLA”); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 40 C.F.R. Part 31; the National Oil and Hazardous Substances Contingency Plan (“NCP”), 40 C.F.R. Part 300; all applicable “cross-cutting requirements,” including those federal requirements agreed between the USEPA and Genesee County defined by their Cooperative Agreement No. BF-96565501; OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), the Anti Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

7.4.3 Agency Review

The proposed scope of work and Agreement is subject to review, modification, suspension of work, and cancelation by the EPA or their representative.

Access must be granted to Genesee County (grantee), City of Flint (subgrantee), EPA (the Federal grantor agency), the Comptroller General of the United States, or any of their duly



authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

7.4.4 Administrative, Contractual, or Legal Remedies

Administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, shall be in accordance with AKT Peerless Subcontractor Agreement.

7.4.5 Termination for Cause and for Convenience

This Contract may be terminated for cause and for convenience by Consultant, Authority, City of Flint, or EPA. If the Contract is terminated, the Consultant will pay for services completed, up to the date of the termination, deemed with the terms of this contract. If the Contract is terminated, the Contractor will provide the Consultant all pertinent records, data and information created up to the date of the termination to which the Consultant, under the terms of this contract, is entitled.

7.4.6 Equal Employment Opportunity

Contractor must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

7.4.7 Patent Rights

In accordance with applicable regulation, the Federal Government and the Authority reserve the right to any inventions resulting during the performance of any experimental, developmental, or research work using these funds.

7.4.8 Retention of Records

The Contractor shall maintain for a period of five years all supporting documents, financial records, statistical records and all other records pertinent to this contract.



7.4.9 Minority/Women/Handicap Business Enterprise

In accordance with Federal regulations the Consultant and Authority are seeking to encourage participation by respondents who are Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) firms. As practical and available, outreach to MBE/WBE/HBE firms are being conducted by the Consultant for this Request for Proposals.

At the time of award of the EPA Grant funds (FY 2004) the following “fair share” objectives were negotiated between the EPA and the State:

Combined Rate MBE: 3% WBE: 5%

It is a requirement that Prime Contractors include the above “fair share” objectives in their bid documents for subcontracts.

All bidders and their subcontracts must identify their status as shown on the Bid Form. All Prime and Subcontractors are responsible to report to Consultant their status and the procurement of supplies from any MBE/WBE/HBE firms.

7.4.10 Management of Waste Material

All soils, media, and/or debris located on the Property in accordance with the applicable requirements Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; the Administrative Rules promulgated thereunder; and all other relevant state and federal laws.

7.5 Indemnification

The Contractors assume all risks of damages or injuries, including death, to any property or persons used or employed on or in connection with the work, any/all risks of damages or injuries, including death, to any property or persons wherever located, resulting from any action, omission, or operation under the Contract or in connection with the work.



The Contractors shall indemnify, hold harmless and defend the Consultant, the Genesee County Land Bank Authority, Genesee County, United States EPA, the City of Flint, and their employees, agents, servants and representatives from and against any and all losses, expenses, claims, suits, and demands of whatever nature, resulting from damages or injuries, including death, to any property or persons, caused by or arising out of any action, omission or operation under the Contract or in connection with the work attributable to the Contractor, any Subcontractor, any Materialman, any of their respective employees, agents, servants, and representatives, or any other person, including the Consultant, the Genesee County Land Bank Authority, Genesee County, United States EPA, the City of Flint,, and their employees, agents, servants, and representatives; provided however, that the Contractor shall not be required to indemnify the Consultant, the Genesee County Land Bank Authority, Genesee County, United States EPA, the City of Flint, and their employees, agents, servants, and representatives hereunder for any damages or injuries including death, to any person or persons caused solely and exclusively by the negligence of the Consultant, the Genesee County Land Bank Authority, Genesee County, United States EPA, the City of Flint, and their employees, agents, servants, and representatives.

Contractor must disclose any pollution liability claims filed or pending in the last five years.

7.6 Information Required of Qualified Contractors

Contractors must demonstrate how they would satisfy the requirements of the project as outlined in this request for proposal. The response should detail the Contractor's understanding of the Scope of Work and the technical work required. Contractor must also acknowledge and/or agree to the requirements and terms of the contract as described in the Bidding Documents. Refer to Bid Form for format and outline.

Additionally, the Consultant (at its sole discretion) reserves the right to direct Contractor to remove any employee or subcontractor employee (at any level) from the Consultant's project and Contractor agrees to comply with said direction within one work day after Contractor's receipt of said Consultant's direction.

Notice of Violations

At time of Bid Contractor and their Subcontractors must disclose any violations law, permit or license, enforcement notices, or escalated enforcement actions involving Contractor or Subcontractor within the past five years.

In addition, Contractor and Subcontractors shall immediately notify Consultant if: (a) they are served with notice of any violation of law, regulation, permit or license which relates to the Services, (b) proceedings are commenced which could lead to revocation of permits or licenses relating to the Services, (c) permits, licenses or other government authorizations relating to the Services are revoked, or (d) litigation is threatened or commenced against the Contractor which could affect the Services.

7.7 Additional Contractor Representations

By responding to this qualifications request, the Contractor certifies to the best of its knowledge and belief that:

1. This response is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
2. Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham response;
3. Contractor has not solicited or induced any individual or entity to refrain from responding; and
4. Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over the Consultant, the Authority, or the Owner.

8.0 PROGRESS AND COMPLETION OF WORK

8.1 Commencement of Contract Time and Notice to Proceed

The Consultant will negotiate with the selected Contractor(s) to determine project completion dates based upon Contractor's proposed schedule and work approach summary. A Notice to Proceed/Work Authorization will be issued by the Consultant to the Contractor(s).

8.2 Notice of Starting Work

Contractors shall notify Consultant in writing of its intent to start work and shall provide 48-hour notice before mobilizing to the property. In case of a temporary suspension of work, the Consultant shall give reasonable notice before requiring the Contractor to resume work.

8.3 Time of Completion

Contractors shall begin the work on time and continue until the work is completed within the time specified and agreed to in the Notice to Proceed/Work Authorization.

9.0 GENERAL ENVIRONMENTAL CONDITIONS AND RESTRICTIONS

9.1 Environmental Disclosure

Note that the property is contaminated. Metals, polynuclear aromatics (PNAs), volatile organic compounds (VOCs), and polychlorinated biphenyls (PCBs) are present in soil and groundwater at this site at concentrations exceeding the Michigan Department of Environmental Quality (MDEQ), Residential and Non-Residential Generic Cleanup Criteria developed under the authority of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended. Specifically, subsurface investigations conducted to date have identified the presence of contamination in soil and groundwater throughout the subject property in excess of the residential and non-residential drinking water, groundwater surface water interface, direct contact, and particulate inhalation criteria.

Delineation of the on-site impacts has not been conducted; therefore, impacts should be assumed to be throughout the property. As part of the due care obligation under Section



20107a, the following measures shall be followed by all Contractors and Subcontractors during site activities.

Due to the presence of contaminants at concentrations, which exceed Part 201 cleanup criteria and screening levels, excavation, subsurface work, or work involving potential contact with contaminated media (soil, groundwater, sediments) on the property must be restricted to qualified and authorized personnel with applicable training. This includes, but is not limited to OSHA standards, 29 CFR Part 1910, especially Section .120, “Hazardous Waste Site Operations and Emergency Response” and 29 CFR Part 1926, especially Section .65, “Hazardous Waste Site Operations and Emergency Response.” All activities will be conducted by an authorized contractor under a Health and Safety Plan (HASP).

Precautions must be taken to ensure that impacted subsurface materials are not exacerbated. Appropriate action must be taken to prevent exacerbation of on-site soil, water, and sediments. Work plans should include specific measures necessary to ensure impacted soil, water, and sediments do not improperly leave the site during activities. Actions may include but are not limited to: (1) containerizing solids and liquids, (2) disposal of water into sanitary sewer system, (3) removing the impacted material to a proper disposal facility, (4) properly managing soil, stockpiled or otherwise through the use of erosion controls to prevent runoff, (5) implementation of a dust management plan, and (6) prevent track-off of material to public right of ways and roadways.

Precautions should be taken to ensure that impacted materials are protected from rainfall and storm water. Should impacted material become exposed, appropriate action should be taken to prevent leaching of contaminants due to storm water contact/infiltration. Material must be handled in a manner that prevents erosion and/or runoff to a surface water or beyond the property boundary.

In no instance is contaminated material to be transported off-site without prior authorization and signature by Consultant.



Promptly secure open holes, pits, vaults, excavations, below grade areas or voids to ensure proper safety and to prevent water from collecting within the area.

Water disposal must be conducted in accordance with applicable rules and regulations. It is permissible to leave encountered storm water and groundwater in place. However, if dewatering will occur, water must be properly disposed of in accordance with applicable rules and regulations. It is not permissible to pump groundwater, accumulated rainwater, or surface water to storm or sanitary sewers without proper permits and monitoring required by the City and the MDEQ. It is also not permissible to pump water onto the ground surface of the subject property or into nearby surface water. Removed water must be contained until it can be transported to a treatment facility or pumped to the local Waste Water Treatment Plant provided that appropriate characterization is conducted and disposal is approved by the local municipality. Groundwater and impacted surface water is not to be discharged from the property in any manner other than described herein or as approved by local, state, and federal authorities.

Water wells shall not be installed on the subject property. Groundwater shall not be utilized for construction purposes or potable water.

Importation of fill material other than clean backfill from a gravel/sand yard is prohibited.

Importation of fill material from another property is prohibited until the fill materials have been characterized and deemed appropriate for use on site.

Any buried abandoned containers (i.e. underground storage tanks (USTs), drums, pipelines, etc.) that are discovered during work activities must be appropriately characterized prior to disturbance. Any abandoned containers that are discovered should not be disturbed and any activities that could result in damage to buried containers ceased.

At this time, no fire or explosion hazards have been identified at the subject property, with respect to the known environmental contamination; however, all work must be conducted with caution and in accordance with all appropriate confined space monitoring equipment.

Precautions to prevent the reasonably foreseeable acts or omissions of a third party will be implemented. Contractors will be required to keep unauthorized persons off the subject property during the activities. Open excavations and below grade areas will be fenced or otherwise secured to prevent access by unauthorized personnel. Subcontractors will not be brought onto the property without oversight of the authorized contractor and review of these environmental disclosure requirements.

9.2 Restrictions of Excavations

Contractor should take careful note that deed restrictions currently exist at the subject property that prevent penetrating the concrete cap located on Parcels A, B, C, and D. Relief of this restriction would require approval from the former property owner and entities not involved in this project. In addition, excavations, if allowed, would require development, review, and approval by the United States EPA of a specific health and safety plan and soil management plan.

These restrictions need to be taken into consideration during site design.

10.0 PERMITS, LICENSES, AND CERTIFICATES

It is the responsibility of the Contractor to identify and secure all permits, licenses and certificates to complete their work on this project.

11.0 SUGGESTIONS AND CHANGES

Since this solicitation is a REQUEST FOR QUALIFICATIONS (RFQ), the Consultant welcomes any suggestions or proposed changes that would improve the proposal or make the resulting contract better. The Contractor should outline any changes and/or suggestions that the potential Contractor feels are necessary or would improve the contract.

If a Contractor suspects an error, omission or discrepancy in the RFQ, it is incumbent upon the Contractor to immediately notify the RFQ contact. The Consultant will issue written clarifications, corrections and/or instructions, as may be appropriate.



AKT Peerless encourages Contractors to submit suggested changes prior to close of the Question Period.

12.0 PAYMENT TO CONTRACTOR

Consultant will issue a lump sum, standard-billing rates or direct labor work order/ authorization to Contractor to complete work. Costs beyond the approved work order will not be reimbursed without prior authorization by Consultant.

1. As soon as practical after Consultant's final acceptance of the work under this contract, Contractor will make a final estimate of the amount of work performed and its value. Consultant will check, approve, and transmit this final estimate to the Authority for reimbursement. Within fourteen days after receipt of payment from the Authority, Consultant will pay Contractor, in the manner provided by law, the entire sum. Contractor should understand and shall agree that a condition precedent to being paid is that the Consultant is paid for Contractor's work by the Authority. Contractor bears the risk of non-payment by the Authority.
2. The final payment shall not become due until Contractor delivers to Consultant a complete release of claims or liens or receipts in full in place of the claims or liens arising out of the Agreement or Work Order. If required, Contractor shall provide an affidavit stating its knowledge of the release and receipts include all the labor and materials for which a lien or claim could be filed. The Contractor may, if a Subcontractor refuses to furnish a release or receipt in full, furnish a bond to Consultant to indemnify Consultant against any claim or lien (in cases where such payment is not already guaranteed by surety bond). If any claim or lien remains unsatisfied after all payments are made, Contractor shall refund to Consultant all money that the latter may need to pay in discharging such a lien, including all cost and attorney fees.



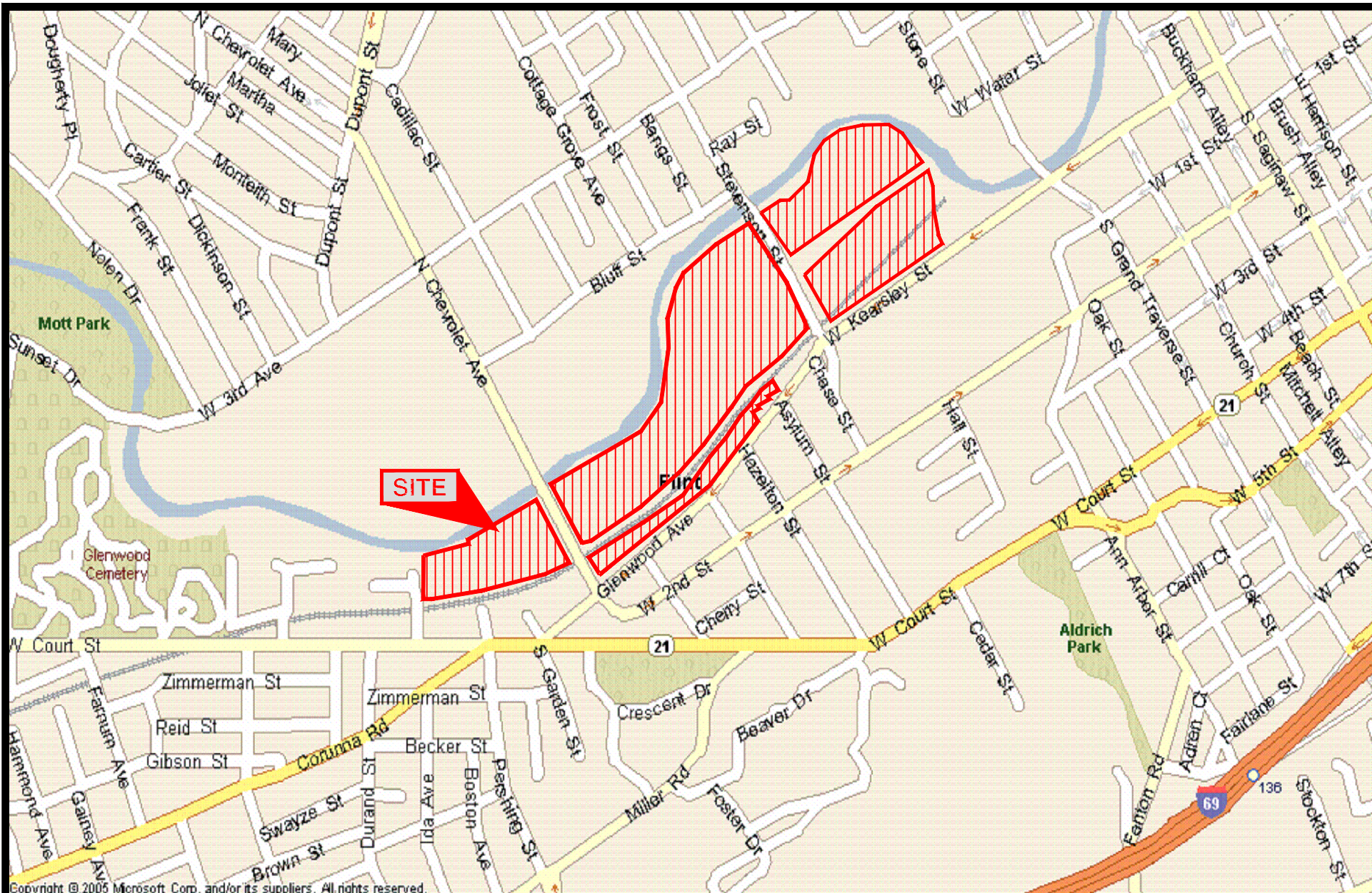
ELECTRONIC ATTACHMENTS

Please go to: www.aktpeerless.com, click the "Login" link and use the information below:

Login: 6163s

Password: Chevrolet300

FIGURES



AKTPEERLESS

ILLINOIS MICHIGAN OHIO
www.aktpeerless.com

SUBJECT PROPERTY LOCATION MAP

CHEVY IN THE HOLE
300 NORTH CHEVROLET AVENUE,
306 & 307 SOUTH STEVENSON STREET, AND GLENWOOD AVENUE
(BETWEEN WEST KEARSLEY AND NORTH CHEVROLET)
FLINT, MICHIGAN
PROJECT NUMBER: 6163s

LEGEND

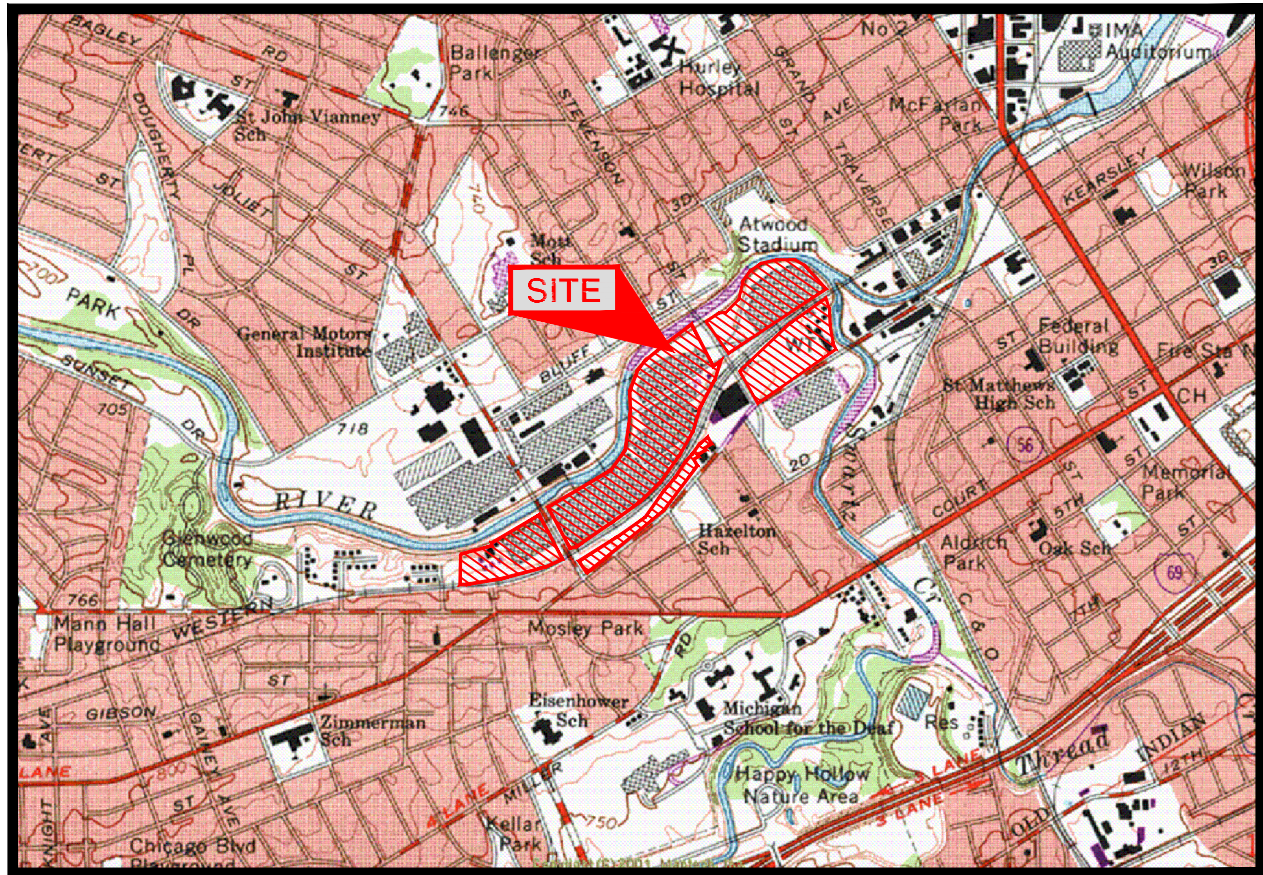


DRAWN BY: OGO
DATE: 06-29-09

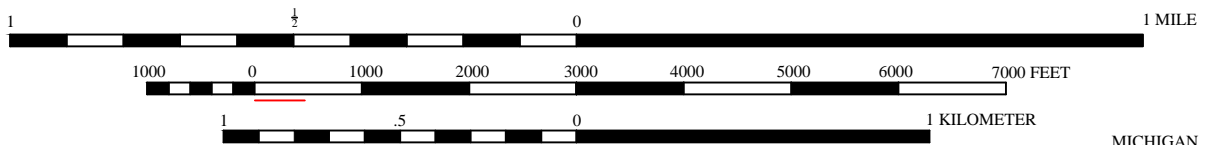
FIGURE 1

FLINT NORTH QUADRANGLE

MICHIGAN - GENESEE COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)

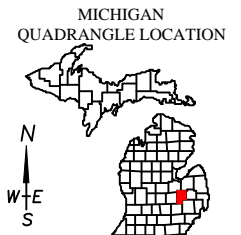


T.7 N. - R.6 E.



CONTOUR INTERVAL 10 FEET
DATUM IS MEAN SEA LEVEL

IMAGE TAKEN FROM 1969 U.S.G.S. TOPOGRAPHIC MAP
PHOTOREVISED 1975



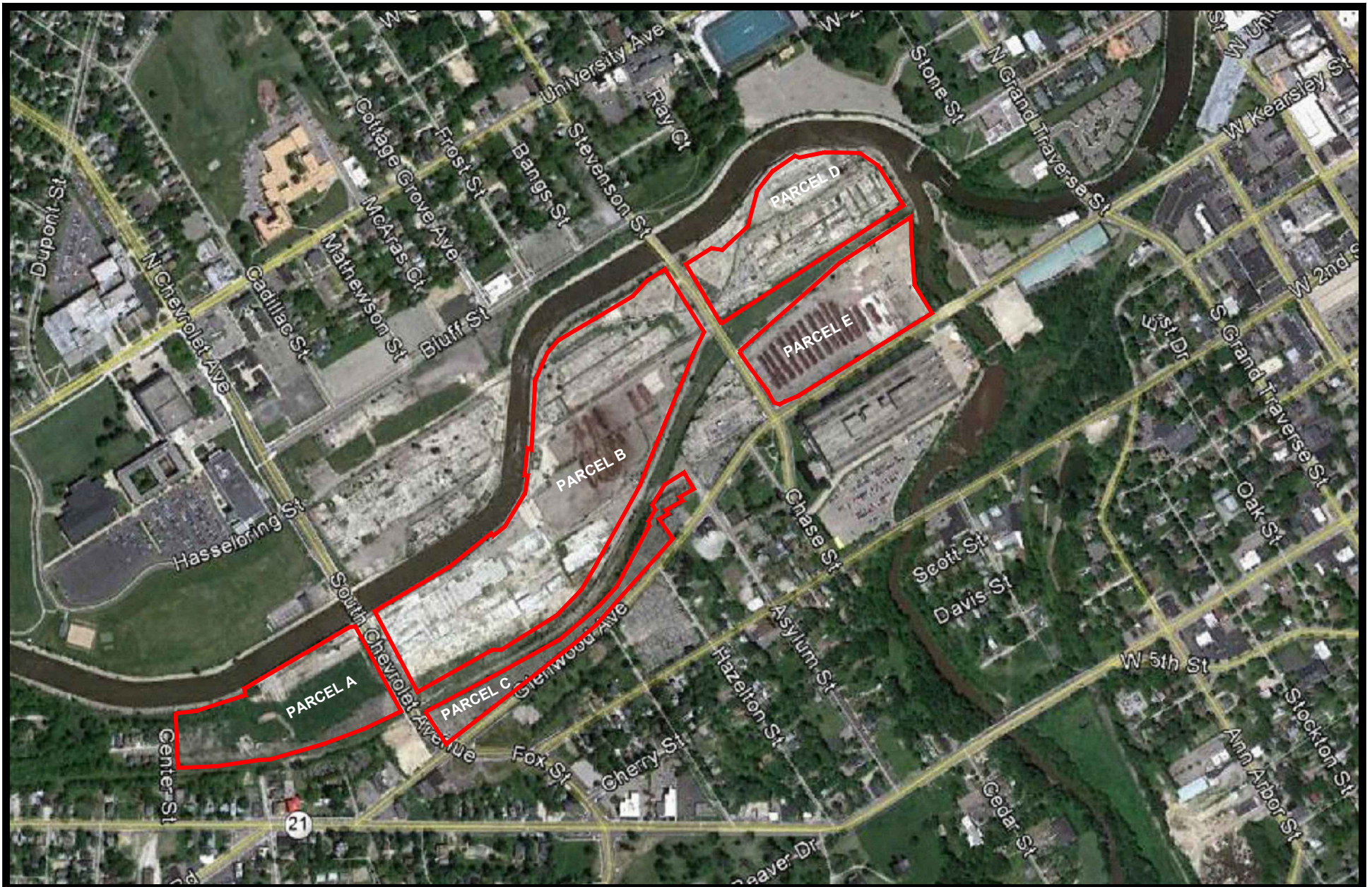
ILLINOIS MICHIGAN OHIO
www.aktpeerless.com

TOPOGRAPHIC LOCATION MAP

CHEVY IN THE HOLE
300 NORTH CHEVROLET AVENUE,
306 & 307 SOUTH STEVENSON STREET, AND GLENWOOD AVENUE
(BETWEEN WEST KEARSLEY AND NORTH CHEVROLET)
FLINT, MICHIGAN
PROJECT NUMBER: 6163s

DRAWN BY: OGO
DATE: 06-29-09

FIGURE 2



ILLINOIS MICHIGAN OHIO
www.aktpeerless.com

SITE MAP-AERIAL PHOTOGRAPH

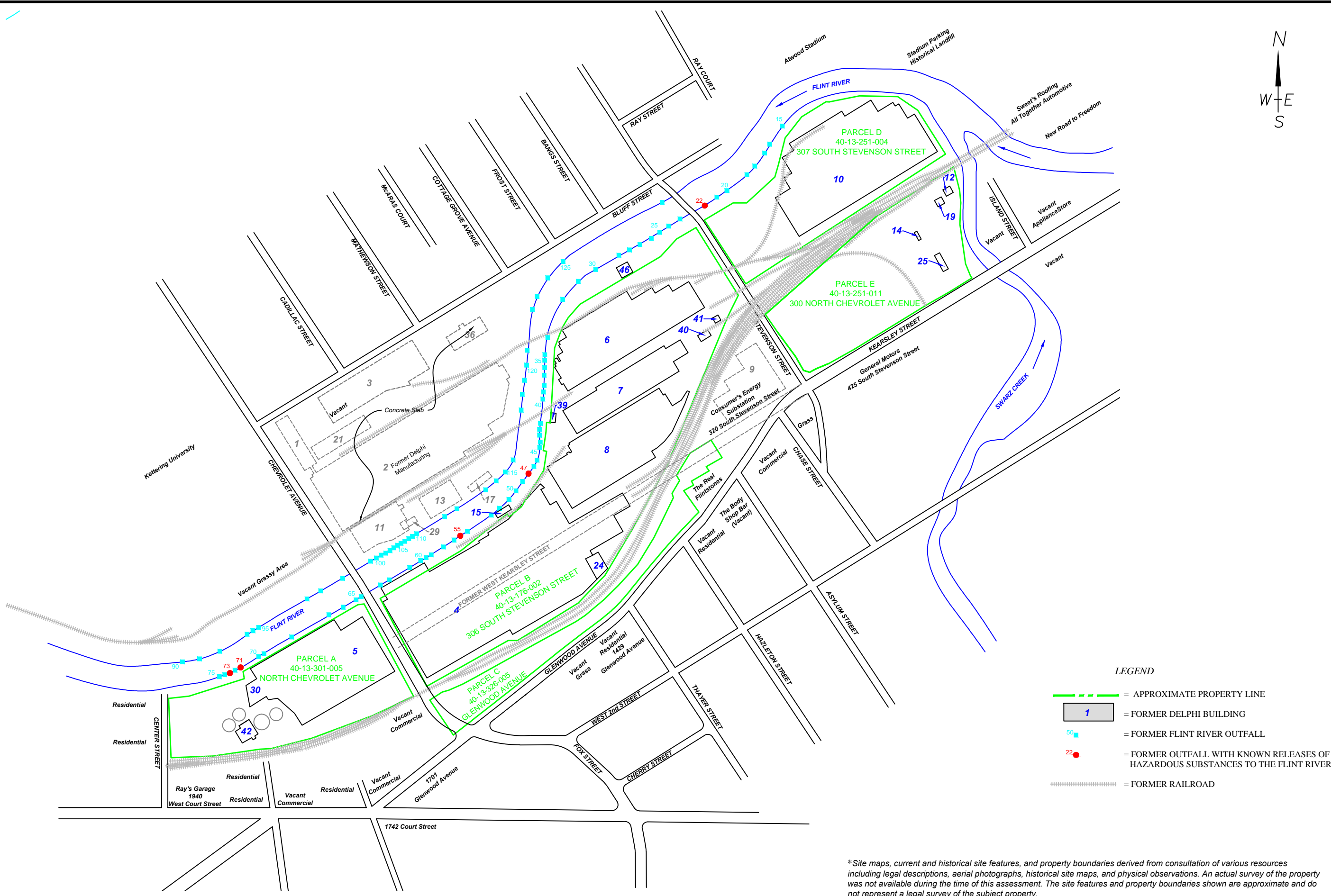
CHEVY IN THE HOLE
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 (BETWEEN WEST KEARSLEY AND NORTH CHEVROLET)
 FLINT, MICHIGAN
 PROJECT NUMBER: 6163s

LEGEND



DRAWN BY: OGO
 DATE: 03-14-13

FIGURE 3



DRAWN BY: OGO
 DATE: 06-29-09



FIGURE 4

SUBJECT PROPERTY MAP
CHEVY IN THE HOLE
 300 NORTH CHEVROLET AVENUE,
 306 & 307 SOUTH STEVENSON STREET, AND GLENWOOD AVENUE
 (BETWEEN WEST KEARSLEY AND NORTH CHEVROLET)
 FLINT, MICHIGAN
 PROJECT NUMBER: 6163.s

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 ILLINOIS MICHIGAN OHIO
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- LEGEND**
- = APPROXIMATE PROPERTY LINE
 - 1 = FORMER DELPHI BUILDING
 - 50 = FORMER FLINT RIVER OUTFALL
 - 22 = FORMER OUTFALL WITH KNOWN RELEASES OF HAZARDOUS SUBSTANCES TO THE FLINT RIVER
 - = FORMER RAILROAD

*Site maps, current and historical site features, and property boundaries derived from consultation of various resources including legal descriptions, aerial photographs, historical site maps, and physical observations. An actual survey of the property was not available during the time of this assessment. The site features and property boundaries shown are approximate and do not represent a legal survey of the subject property.

BID FORM

**REQUEST FOR PROPOSAL
ENGINEERING SERVICES
CHEVY IN THE HOLE
FLINT, MICHIGAN**

SUBMITTED BY: _____ (Print Contractor's Company Name)

ADDRESS: _____

AUTHORIZED AGENT OF CONTRACTOR: _____ (Print Name)

AUTHORIZED AGENT TITLE: _____ (Print Name)

AUTHORIZED AGENT SIGNATURE: _____

DATE SIGNED: _____

ADDENDA ACKNOWLEDGEMENT

Bidder acknowledges receipt of following addenda:

SUBCONTRACTED SERVICES

| Please describe your proposed Subcontractors. | |
|---|------------------|
| SUBCONTRACTOR | ITEM DESCRIPTION |
| | |
| | |
| | |
| | |

INFORMATION REQUIRED OF QUALIFIED CONTRACTORS

Contractors must demonstrate how they would satisfy the requirements of the project as outlined in the request for qualifications. The response to this section should detail the Contractor's understanding of the Scope of Work and the technical work required. Include an attachment to this proposal following the format below. Written attachment is limited to 25 pages at 12 point font single spaced. Resumes and other attachments not included in the 25 page limit. Resumes and project summaries limited to 2 pages each.

Cover Letter

The Cover Letter should be bound to the response and include the name of the person(s) who will be authorized to make representations for the proposer, their title(s), office location, telephone number(s), and email address

1.0 Understanding

Contractor's understanding of the scope of work shall be outlined with a brief written work approach summary and deliverables provided.

2.0 Schedule

Provide a brief summary of the Contractor's overall proposed project schedule (i.e. provide the estimated number of days or months necessary to completed the proposed scope of work.)

3.0 Qualifications

The overall nature of the Contractor's business and affiliates should be described including their qualifications and ability to complete the proposed project.

The Contractor should describe the firm's core competences and should present examples of recent and relative firm experience that is most similar to the requested scope of services. Qualifications should emphasize landscape architecture, capping/green space projects, drainage design, and experience with contaminated sites.

Specify the number of years the Contractor has experience with similar projects.

4.0 Experience/References

Please provide a list of three (3) project references that best describe the related experience of the Contractor and its Subcontractors. If possible provide the references for work that has been performed for companies similar to Consultant. Consultant will contact these references prior to award.

Company Name/Project Name

Contact Person

Address

Phone Number

Approximate Contractor Fee

Scope of Work

5.0 Project Team

This section should identify project team and staffing plan. Describe the prime and subcontractors on the project team. Include a list of key staff who will be assigned to this project and a detailed explanation of their experience with this type of work. If resumes are included, they should be limited to two (2) pages. The Consultant reserves the right to interview, by telephone or in person, potential key personnel prior to selection of a Contractor.

Provide an organization chart that identified those individuals that will be most directly involved with the proposed project. The organization chart should identify each person's home office location. Identify technical experts and the Project Manager responsible for day to day communication and coordination with the Consultant.

The Project Manager and Key Staff shall not be changed without prior approval of the Consultant. Assignment of a Project Manager or Key Staff other than those approved by Consultant may result in termination of the contract.

6.0 Licensing

Provide brief summary that Contractor and Subcontractors possess the appropriate license, if any is required under applicable state law, from the Contractor' state licensing board for the past twenty-four (24) months prior to the date of the Work.

7.0 Contractor and Staff Location

As a benefit to the project, including lower mobilization costs, availability for project meetings, and local knowledge of the site, municipal contacts, and community, preference may be given for Contractors that demonstrate company and/or primary staff is located in the State of Michigan or Genesee County. Provide a brief description of home office location for Contractor, Primary Staff and Subcontractors.

8.0 Insurance Statement

Include a statement acknowledging that the Contractor and Subcontractors maintain the required insurance as specified in the Contract Documents.

9.0 AKT Peerless Subcontractor Agreement

Include a statement that the Contractor agrees to AKT Peerless Subcontractor Agreement. The Agreement does not need to be completed until time of award.

10.0 Federal Requirements

Include a statement that the Contractor and Subcontractors agree to maintain compliance with federal grant requirements and reporting. Describe if Contractor and Subcontractors are subject to Davis Bacon Wages for work to be performed.

11.0 Debarment Certification

Contractor and their Subcontractors must complete and submit the attached Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

12.0 Iran Sanction Affidavit

If awarded, Contractor and their Subcontractors must sign and notarize the attached affidavit of compliance with the Iran Economic Sanctions Act. Please acknowledge that this form will be signed and notarized.

13.0 Violation Notices and Litigation

Contractor and their Subcontractors must disclose any violations of law, permit or license, enforcement notices, or escalated enforcement actions involving Contractor or Subcontractor within the past five (5) years.

Describe any pollution or professional liability claims filed or pending in the last five (5) years.

Identify any pending litigation or litigation completed in the last five (5) years, which Contractor was involved. Identify lawsuit by name, number, date, parties, and your claim or participation.

14.0 MBE/WBE/HBE

The Consultant and Authority are seeking to encourage participation by respondents who are Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) firms. Respondents should state whether they are an MBE/WBE/HBE business enterprise. If so, please provide a copy of a current certification letter.

All Respondents must identify their status as follows:

- Disadvantaged Business
- Small Business
- Veteran Owned Small Business
- Disabled Vet. Owned Small Business
- Minority Business

- Woman Owned
- HBCU
- Alaska Native
- NONE

15.0 Special Considerations

Several site specific special considerations and limiting factors are present at the subject property. Provide a brief summary of Contractor approach and/or past experience that will assist you managing these limitations during site design. Factors include but may not be limited to:

- Environmental impacts. Due care obligations, preventing exposures and exacerbation of contamination will be a consideration for all site design activities.
- Creative landscape design.
 - Design of an attractive low maintenance/no maintenance landscape.
 - Design of functional hearty plantings
 - Resistance to invasive species
 - Incorporation of native plantings
 - Expenditure of funds on a small area well designed and constructed will be preferred to a large area done poorly.
- Long term operation and maintenance considerations.
- There is limited to nonexistent on-site commercial redevelopment possibilities.
- Constraints associated with deed restrictions. No water wells can be installed on-site, existing concrete pads cannot currently be removed. Capping activities will be conducted over the existing concrete pads.
- Storm water management. Water retention and use of existing storm water conveyances.
- Possibility for on-site water retention and reuse (watering trees, etc.).
- Existing trees planted with United States Forest Service grant funds. Describe the possibility of incorporating the existing trees into the permanent cap design.
- Future site programming and recreational use.
- Incorporation of parking areas and pathways.
- Impacts of project on surrounding community, neighborhoods, and institutions

16.0 Proposed Work Plan

Provide a detailed work plan describing resources, schedule, understanding and deliverables for completion and associated milestones.

The work plan shall include, the items and tasks thought to be necessary by the Contractor to complete the objectives listed in the RFQ. The work plan shall estimate resources needed for each item (expenses, person hours, rate, and total cost). The work plan shall sufficiently detail and identify the progress milestones, i.e., when project items, objectives, and deliverables are to be completed.

The work plan is not a firm cost proposal but will be used by the Consultant and Authority to the understand project pricing, compare the approach between bidders, and will serve as a basis to negotiate a contract with the selected Contractor.

17.0 Example Work Product

The Contractor should provide an example work product(s) that will aid in the evaluation of Contractor's qualifications by Consultant and Authority.

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
RLF Program**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter "public") transactions;
- (2) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for
 - (i) Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
 - (ii) Violation of federal or state antitrust laws, or
 - (iii) Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Have not within the preceding three years had a public transaction terminated for cause or default.
- (4) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

AFFIDAVIT OF COMPLIANCE-IRAN ECONOMIC SANCTIONS ACT

MICHIGAN PUBLIC ACT 517 OF 2012

The undersigned, as owner or authorized officer of the below named contractor (CONTRACTOR), pursuant to the compliance certification requirement by the State of Michigan, and as referenced by the Genesee County Land Bank Authority (LAND BANK) in the Request for Proposal (RFP) which you are receiving, hereby certifies, represents and warrants that the CONTRACTOR (including its Officers, Directors and Employees) is not an "Iran linked business" as defined by the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (THE ACT). And, that in the event CONTRACTOR is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The CONTRACTOR further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater. The cost of the LAND BANK'S investigation and reasonable attorney fees may also be added in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

Name of Contractor

By: _____

Its: _____

Date: _____

STATE OF _____ }

ss.

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 2013
by _____.

_____, Notary Public
_____ County, State of _____
My Commission expires: _____
Acting in the County of: _____

ATTACHMENT 1

AKT PEERLESS SUBCONTRACTOR AGREEMENT

**CHEVY IN THE HOLE
FLINT, MICHIGAN**



SUBCONTRACTOR PACKET

Thank you for your interest in AKT Peerless Environmental Services, LLC. We look forward to working with your organization.

AKT Peerless Environmental Services, LLC was founded by environmental professionals committed to providing a broad range of high-quality environmental consulting, environmental management, and engineering services with the conviction that cost management, quality work product, responsiveness, and project finality are the primary concerns of our clients.

Our goal is to provide the highest quality to our clients and deliver excellent service by choosing the best subcontractors for our projects.

AKT Peerless Environmental Services, LLC strives to build not only a strong relationship with our clients, but an attitude of trust and confidence with our subcontractors. We are always looking for qualified subcontractors to add to our resource network of pre-qualified suppliers and subcontractors.

Please complete the forms provided in this packet and return them to our Saginaw Office (address below) along with a copy of your current Certificate of Insurance which meets our Insurance Requirements (see page 5 of Subcontractor Agreement) within 7 days.

AKT Peerless' Subcontractor Agreement and Terms & Conditions is provided. Please sign and return an executed copy of the agreement for our files.

Please submit invoices to the Accounts Payable Department and the AKT Peerless Project Manager:

AKT Peerless Environmental Services
214 Janes Avenue
Saginaw, MI 48607
invoices@aktpeerless.com

At a minimum, the invoice must: (1) be sequentially numbered, (2) show fully the work performed and the individuals performing the work, (3) a detailed statement of time expended in rendering the services, and (4) the AKT Peerless project number and contact.

Thank you again for your interest in our company and we look forward to doing business with you in the future.

Sincerely,

The AKT Peerless Environmental Team



GENERAL INFORMATION

COMPANY NAME: _____

CONTACT: _____ EMAIL ADDRESS: _____

TELEPHONE: _____ FAX: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

STATUS:

- | | |
|--|-------------------------------------|
| <input type="radio"/> Disadvantaged Business | <input type="radio"/> Woman Owned |
| <input type="radio"/> Small Business | <input type="radio"/> HBCU |
| <input type="radio"/> Veteran Owned Small Business | <input type="radio"/> Alaska Native |
| <input type="radio"/> Disabled Vet. Owned Small Business | <input type="radio"/> NONE |
| <input type="radio"/> Minority Business | |

COMPANY SPECIALTIES:

BILLING INFORMATION

BILLING CONTACT: _____ EMAIL ADDRESS: _____

If different from general information above:

TELEPHONE: _____ FAX: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**SUBCONTRACTOR AGREEMENT
TERMS & CONDITIONS**

SUBCONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____, by and between AKT PEERLESS Environmental Services, LLC ("Consultant") and _____ ("Subcontractor"), hereinafter sometimes referred to as the "Parties". The Parties anticipate the issuance of Work Authorizations under which Subcontractor will provide Consultant with specified technical, engineering, and consulting services, as set forth in the work authorization(s) ("Work Authorization(s)"). Services performed under this Agreement shall be detailed in and determined by one or more successive Work Authorization(s), as executed by the Parties.

NOW THEREFORE, in consideration of the mutual covenants and promises and other good and valuable consideration contained herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Subcontractor will provide services ("Services") to Consultant on the terms and conditions set forth in this Agreement and as specifically described in 1) the Work Authorization(s) and any documents incorporated therein, attached hereto and made a part hereof, and in 2) any other mutually approved addenda. Should added cost or time be needed, Subcontractor will first notify Consultant, who will, at Consultants' sole discretion, approve any cost increase or time extension prior to Subcontractor incurring such cost increase or time delay. Any of the terms or provisions of this Agreement may be amended or modified at any time by agreement in writing executed by both Parties.

This Agreement supersedes all written and oral Agreements, if any, between the Parties, and constitutes the entire and only Agreement pertaining to the work. Section headings are intended for convenience only and shall not affect the interpretation of any provision. This Agreement is subject to the attached Terms and Conditions, which are made a part hereof.

For Consultant:

For Subcontractor:

AKT PEERLESS Environmental Services, LLC

Principal Signature

Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Date Signed: _____

Date Signed: _____

TERMS AND CONDITIONS

1. ASSIGNMENT

It is understood and agreed that Subcontractor will render the services required under this Agreement and that this Agreement shall not be assignable by Subcontractor without the prior written consent of the Consultant. The restrictions under this section shall not apply to subcontracts awarded by Subcontractor as required for its performance under this Agreement; however, for any subcontracts so awarded, Subcontractor will gain approval from Consultant before awarding any subcontract and shall not assign such subcontracts without the prior written consent of the Consultant.

Subcontractor understands that Consultant is the primary lead for Client as their Consultant. As such Subcontractor agrees to work directly with Consultant regarding any and all matters relating to its involvement with the Client. All correspondence, communication, proposals, invoices, work product, scopes of work, and e-mails, etc. will be directed to Consultant for review and approval prior to submittal. Under no circumstances will Subcontractor contact the Client directly or convene meetings with the Client without the express written consent of Consultant.

Subcontractor understands it will not be compensated for any administrative time related to attending monthly technical advisory meetings, presentation-documentation of projects for funding, budget and invoice preparation, compliance with Davis Bacon or other federal or state wage documentation, or other meetings to review and discuss projects proposed for funding, unless specifically authorized in accordance with this agreement. Further, the Subcontractor understands that Consultant, using its sole discretion as project manager of the Client's Environmental Program, will determine tasks selected for Subcontractors participation.

2. CHANGES TO WORK AUTHORIZATIONS

Consultant may, at any time, by written change order signed by an authorized representative, and without notice to sureties, if any, make changes to the Work Authorization(s). If any such changes causes an increase or decrease in the agreed upon budget, or the time required for performance of any part of the work under this Agreement, or otherwise affects any other terms and conditions of the Agreement, Subcontractor shall make an equitable adjustment in (1) the budget, (2) completion/delivery schedule, (3) other affected terms, and shall modify the Agreement accordingly.

All changes to the Work Authorization(s) that impact the costs and/or schedule require written approval of the Consultant's Project Manager. Any costs incurred prior to Consultant's receipt of said approval is not reimbursable to Subcontractor.

Nothing contained in this section shall excuse the Subcontractor from proceeding without delay with the work authorized under this Agreement as changed or modified.

Change Orders shall not be considered an authorization to exceed the agreed upon budget, unless they contain a statement increasing the amount allotted.

3. CONFLICT OF INTEREST

Subcontractor agrees that if at any time, including performance under this Agreement, circumstances are present that could raise an issue as to the existence of a conflict of interest, Subcontractor will immediately notify the Consultant in writing of the circumstances involved. Subcontractor further agrees that if any circumstances arise

which cause the Consultant to conclude, in its sole judgment, that Subcontractor may be involved in a conflict of interest, as described above, the Consultant may immediately terminate this Agreement in accordance with the Termination provision of this Agreement. The foregoing shall be in addition to any other rights and remedies the Consultant may have under this Agreement or at law.

Subcontractor further agrees to include this clause (CONFLICT OF INTEREST) or an equivalent in all subcontracts or purchase orders issued under this Agreement.

4. **COMPLIANCE WITH LAWS**

The Consultant is relying on Subcontractor to ensure that the work performed under this Agreement (at any level) is performed in compliance with all applicable laws. Accordingly, in performing work under this Agreement, the Subcontractor shall, and shall require its subcontractors (at any level) to conform with all applicable Federal, State and local statutes, ordinances, regulations, rules, permits, agency directives, and other legal requirements relating to its tasks, and shall take such additional precautions as the Consultant may reasonably require for accident prevention and safety purposes. Consultant shall be promptly supplied with copies of any subcontractor agreements.

5. **LICENSES, PERMITS, AND COMPLIANCE WITH FEDERAL AND LOCAL LAWS**

(a) Compliance with Laws

Subcontractor agrees to comply with all applicable provisions of Federal, State and local statutes, ordinances, regulations, requirements, and legally binding orders or directives issued or imposed by any governmental authority including, but not limited to, those related above and to indemnify and save harmless the Consultant against any damages or liability resulting from Sub consultant's failure to comply.

(b) Observance of Health and Safety Regulations

Subcontractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. Subcontractor shall require the provisions of this subparagraph to be included in any subcontracts under this Agreement.

(c) Licenses, Permits, and Permissions

Subcontractor agrees that it shall obtain and maintain all necessary licenses, permits and permissions, inspections, required to perform the services required under this Agreement at no additional cost to the Consultant unless otherwise authorized by Consultant.

6. **DISPUTE RESOLUTION**

The Parties understand and agree that successful performance of the project will require regular interface between Consultant and Subcontractor. Primary contact shall be between Consultant's Project Manager, and the Subcontractor's Project Manager. In the event of a dispute regarding performance under this Agreement, attempts toward resolution will proceed with open communication between the aforementioned individuals.

If after the measures set forth in subparagraphs (a) and (b) are taken, and the Parties are unable to resolve the dispute, either Consultant or Subcontractor may submit such dispute to a court of law in the State of Michigan. The Parties agree that this Agreement and the legal relations of the Parties shall be governed by the laws of the State of Michigan.

7. **GENERAL RESPONSIBILITIES - SUBCONTRACTOR**

(a) *Subcontractor's Material Representation*

The Parties acknowledge and agree that Subcontractor has represented that it has the requisite expertise to undertake the performance of the Services contemplated by this Agreement, including any changes in scope, and that the Consultant, in reliance on such representation, has entered into this Agreement.

(b) *Standard of Care*

The Subcontractor will perform Services under this Agreement with that level of care and skill ordinarily exercised by reputable members of its profession currently practicing under similar conditions in Michigan. Subcontractor agrees to correct, at its own expense, any services provided under this Agreement which do not conform to this standard of care. Any subcontractors to be utilized in the performance of this Agreement require prior written approval from Consultant. Approval requests must include the subcontractor name, type of goods/services, estimated total value of goods/services, and duration dates of such goods/services. Consultant reserves the right to reject proposed subcontractors at no cost or schedule impact to Consultant.

(c) *Equipment*

Subcontractor shall furnish all materials, labor and equipment necessary to perform the work covered by this Agreement. Subcontractor agrees that it will not use any of Consultant's materials, labor or equipment without the approval of Consultant. Subcontractor further agrees to include this clause or an equivalent in all subcontracts issued under this Agreement.

8. **NOTICE OF VIOLATIONS**

Subcontractor shall immediately notify Consultant if: (a) Subcontractor is served with notice of any violation of law, regulation, permit or license which relates to the Services, (b) proceedings are commenced which could lead to revocation of permits or licenses relating to the Services, (c) permits, licenses or other government authorizations relating to the Services are revoked, or (d) litigation is threatened or commenced against the Subcontractor which could affect the Services.

9. **INDEMNIFICATION**

Subcontractor shall indemnify, hold harmless and defend Consultant (as defined), from and against any and all claims, losses, damages, liabilities, and expenses (including costs of defense, arbitration, settlement, and reasonable attorneys' fees) for death of or bodily injury to any person, destruction of or damage to any property, personal or advertising injury, contamination of or adverse effects on the environment, or violation of governmental laws, regulations or orders, which are incurred by or asserted against the Consultant by any person or entity, alleged to have been caused or found to arise, from acts, performances, errors, or omissions of Subcontractor, its subcontractors, agents or employees, if and to the extent they result from or arise out of (i) any negligent act, omission, or any willful misconduct of the Subcontractor, its subcontractors, agents or employees, or (ii) Subcontractor's breach of any term or provision of the Agreement.

The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this contract, if the validity or collectability of the Subcontractor's insurance is disputed by the insurance company, the Subcontractor shall indemnify and defend the Consultant for

all claims asserted against the Consultant and if the insurance company prevails, the Subcontractor shall indemnify the Consultant for uncollectible accounts.

Subcontractor shall have no rights against the Consultant for any indemnification (e.g. contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the Consultant except as expressly provided herein.

Subcontractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the Consultant based upon any claim brought against the Consultant suffered by the Subcontractor's subcontractors, agents or employees.

10. **INDEPENDENT CONTRACTOR**

Subcontractor's relationship with Consultant under this Agreement shall be that of an independent contractor. Subcontractor shall have responsibility for and control over the method and manner of performing its Services, and Consultant will not exercise control over Subcontractor except insofar as may be necessary to ensure performance and compliance with the Agreement. The employees, methods, equipment, and facilities used by Subcontractor shall at all times be under Subcontractor's exclusive direction and control. Nothing in this Agreement shall be construed to designate the Subcontractor or any of its employees as agents, employees, representatives, partners, or joint ventures of Consultant; and Subcontractor shall not have any right or authority to make representations, or to assume or create any obligations, expressed or implied, on behalf of Consultant.

11. **INSURANCE**

The Subcontractor shall provide and maintain, at its own expense, all insurance as set forth below, protecting the Consultant against loss or claims which may arise out of or result from the Subcontractor's performance of services under the terms of this Contract, whether such services are performed by the Subcontractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Subcontractor waives all rights against the Consultant to the extent these damages are covered by the insurance policies the Subcontractor is required to maintain pursuant to this Contract. The Subcontractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverage provided relative to this Contract is PRIMARY and NON-CONTRIBUTORY to any comparable insurance or self-insurance carried by the Consultant. The insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible or self-insured retentions for any of the required policies are subject to approval by the Consultant. All insurance policies shall be issued by companies licensed or approved to do business within the State of Michigan.

The Insurance Company (ies) providing the above policies must at least have an A.M. Best Rating of A- and an A.M. Best Financial Size Category of class VII.

Worker's Compensation Insurance:

Coverage A – with limits statutorily required by any applicable Federal or State Law and Employers Liability.

Coverage B – with minimum limit of: \$100,000 – Bodily Injury by Accident - Each Accident

\$100,000 – Bodily Injury by Disease – Each Employee

\$500,000 – Bodily Injury by Disease – Policy Limit

Commercial General Liability Insurance (with the following *minimum* limits):

\$2,000,000 – Each Occurrence \$ 500,000 – Damage to Rented Premises (Each Occurrence)

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – General Aggregate - other than Products/Completed Operations

\$2,000,000 – Products/Completed Operations Aggregate

Commercial General Liability Insurance shall be per project, occurrence form and include premises/operations, products/completed operations, personal and advertising injury with contractual exclusion A deleted, independent contractors, contractual liability, broad form property damage, liability assumed under an insured contract, and property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

The total limits of general liability coverage required herein may be satisfied with a combination of a primary and umbrella policy having not less than the required minimum limits.

Commercial Automobile Liability Insurance (including Michigan No-Fault) with a minimum limit of \$1,000,000 each occurrence covering liability arising out of any Owned, Hired, Non-Owned or Borrowed automobile, truck or miscellaneous powered contractor's or automotive equipment, whether licensed or non-licensed for use on public highways, owned or used by the Subcontractor, its subcontractors, agents or employees.

Contractor Liability Insurance (Errors & Omissions coverage) with a minimum limit of \$2,000,000 each occurrence to cover all damages from all acts, errors, or omissions from professional and consulting services from Subcontractor, its subcontractors, agents or employees.

Pollution Liability & Environmental Impairment Liability (per project) with a minimum limit of \$1,000,000 each occurrence to cover sudden and gradual pollution, coverage for on-site and off-site clean-up of new pollution conditions, on-site and off-site bodily injury, property damage, personal injury, environmental damage, contractual liability, natural resource damage, coverage for liability associated with the disposal, transportation, treatment or destruction of waste, indemnity and defense of Consultant arising out of operations performed on or behalf of the Subcontractor, its subcontractors, agents or employees.

The above coverage's must be maintained throughout the term of this contract and for three (3) years after the contract has terminated. Consultant shall be added as an additional insured to the above-referenced policies. Consultant shall be promptly supplied with any and all subcontractor insurance certificates. All contractors or subcontractors shall secure and maintain all insurance coverage as noted above with limits equal to or exceeding limits shown.

All insurance policies shall be endorsed to name the Consultant (as defined) as additional insured and shall also contain a blanket waiver of subrogation. All certificates of insurance, verifying each of the above conditions, are to provide (60) days written notice of cancellation, material change or non-renewal. Certificates of insurance and insurance binders must be provided no less than ten (10) working days before commencement of work. The

Consultant reserves the right to alter or amend any insurance requirements as stated in this contract as deemed necessary.

12. **INTERPRETATION OF AGREEMENT**

This Agreement shall be construed and performance thereof shall be determined according to the laws of the State of Michigan.

13. **INVOICES**

Subcontractor shall submit invoices to the Accounts Payable Department and the AKT Peerless Project Manager:

AKT Peerless Environmental Services
214 Janes Avenue
Saginaw, MI 48607
invoices@aktpeerless.com

At a minimum, the invoice must: (1) be sequentially numbered, (2) show fully the work performed and the individuals performing the work, (3) a detailed statement of time expended in rendering the services, and (4) the AKT Peerless project number and contact.

Such invoice shall also include documentation of Subcontractor's authorized expenses arising out of its performance of Services.

Records of the Subcontractor payroll and benefit costs and reimbursable expenses pertaining to this Project will be kept on a generally recognized accounting basis and will be available to AKT Peerless and its Client at mutually convenient times.

14. **PAYMENT; NOTICES OF OBJECTION**

AKT Peerless will submit invoices for the Subcontractor services. AKT Peerless will invoice the Client for Subcontractor services and use reasonable and diligent efforts to collect payment, from the Client. AKT Peerless will pay Subcontractor within fourteen (14) calendar days after receipt of payment, to the extent that AKT Peerless receives payment from the Client. However, if the Client fails to pay AKT Peerless for Subcontractor services, Subcontractor shall not be entitled to collect payment for those services from AKT Peerless. If a retainage is held by the Client, a proportionate amount shall be withheld from the Subcontractor until AKT Peerless has received payment of same.

The Parties acknowledge that the waiver of the Subcontractors right to pursue AKT Peerless for nonpayment by the Client in the preceding paragraph is a material provision of this Agreement. It has been expressly discussed and negotiated by and between the Subcontractor and AKT Peerless and their respective legal counsel, and the Parties would not-have-entered-into-this-Agreement but-for the Parties express agreement to include and abide by such provision. Notwithstanding the foregoing, nothing prevents the Subcontractor from pursuing the Client directly for non-payment of the Subcontractor's services.

The Subcontractor's invoices for work performed shall be submitted monthly and payable in U.S. dollars from Client's receipt of the invoice unless a Notice of Objection (as hereinafter defined) is sent to Subcontractor. Invoices shall be submitted directly to AKT Peerless Project Manager with a copy to its Accounts Payable Department. Client shall either acknowledge that the work invoiced has been performed satisfactorily in accordance with this Services Agreement or notify the Consultant of any objection(s) thereto (the "Notice of

Objection”). A Notice of Objection shall specify the basis for the objection and to the extent possible, shall state practicable steps to be taken to resolve the objection. If the objection is based on poor workmanship or that the invoiced Services were not performed in accordance with the Services Agreement, any and all work performed by the Subcontractor to remedy the objection shall be performed at the Subcontractor’s sole cost and expense and shall not be invoiced to AKT Peerless. Once the work that is the subject of a Notice of Objection has been completed, the Subcontractor shall resubmit the invoice covering such Services performed.

15. **TIME SCHEDULE**

The Subcontractor shall perform the Services in accordance with the requirements, standards, specifications and schedules set forth in this Services Agreement and any accepted Change Order(s) by the date specified in the Engagement Letter. Upon the occurrence of an event causing, or which may cause, a delay in the performance of the Services, or the discovery of any unforeseen circumstance while performing the Services which may increase the cost of the Services, the Subcontractor shall promptly notify AKT Peerless of such fact and shall: (a) specify the nature of the delay; (b) explain whether and why the delay was or may be caused by an event beyond the Consultant’s control; (c) state what actions were taken or will be taken to minimize damage and/or delay; (d) state how further damage or delay can be avoided; (e) state the anticipated length of the delay and the effect the delay will have upon the performance of the Services; and (f) explain why the circumstances could not have been foreseen by the Subcontractor.

If the delay was caused by a failure of the Subcontractor (or any subcontractor thereof) to perform the Services the Subcontractor shall bear the cost of the additional work necessitated by the event which caused the delay in the performance of the Services. Otherwise, the parties hereto shall negotiate in good faith to address the increased costs of such delay or unforeseen circumstance.

If AKT Peerless does not promptly receive the notification described in this Section 16, the Subcontractor shall bear any increase in costs arising out of the delay.

16. **FORCE MAJEURE**

The Subcontractor shall not be liable for failure to perform the Services or any obligation hereunder when such failure to perform is due to government intervention, civil disruption, transportation difficulties and embargoes, severe weather, fire, flood or tornado, or third party act or omission other than acts, omissions or defaults of subcontractor’s employees, agents or servants, or any other cause not specifically enumerated but similar in nature and beyond the reasonable control of the Subcontractor, excluding, however, strikes or other labor disruption by Subcontractor’s employees, agents or servants or by employees, agents or servants of subcontractors; provided, however, the Subcontractor shall give prompt written notice to Consultant covering in detail the cause or causes as they occur, and provided further, the Subcontractor shall be obligated to continue the work as before when such cause of causes cease to exist. The Subcontractor’s only and exclusive remedy under this paragraph shall be an equitable extension in the completion date.

Notwithstanding the above, upon the happening of any cause or event which Consultant agrees is a force majeure as defined herein, Consultant reserves the right to employ the services of others to supplement, duplicate or substitute for any Services performed by Subcontractor under this Agreement.

17. **KEY PERSONNEL**

Subcontractor agrees to identify a “Key Person” and is assigned to work under this Agreement, and that he may not be reassigned or replaced without the Consultant’s concurrence in writing, issued by the Consultant’s Project Manager.

Additionally, the Consultant (at its sole discretion) reserves the right to direct Subcontractor to remove any employee, contractor or subcontractor employee (at any level) from the Consultant’s project and Subcontractor agrees to comply with said direction within one (1) work day after Subcontractor’s receipt of said Consultant’s direction.

18. **SITE MAINTENANCE**

Subcontractor shall, at all times, keep the work area, including any storage areas used by Subcontractor, free from accumulations of waste material or rubbish and, prior to completion of the Services, shall remove all tools, equipment and materials which are not the property of Consultant. Upon completion of Services, Subcontractor shall leave the work and premises in a condition satisfactory to Consultant.

19. **WASTE MANAGEMENT**

For wastes created by Subcontractor in the performance of Services, Subcontractor will properly label all such waste, and will coordinate disposal with a representative for Consultant to ensure that all waste is properly transported and disposed of in accordance with all applicable laws, regulations, and ordinances. Subcontractor shall use means and methods necessary to prevent pollution and minimize the generation of any waste.

20. **WRITTEN NOTIFICATION**

Written notification shall be by return receipt registered mail. The receipt shall be proof of notification. Other forms of written notification will be acceptable if acknowledged in writing by the authorized representative of the receiving Party.

The authorized representatives for receipt of notices shall be:

Title: _____

21. **SEVERABILITY**

If any provision or portion of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part the remaining provisions hereof shall remain in full force and effect, and be binding upon the Parties hereto.

22. **CONFIDENTIALITY**

Subcontractor shall hold in confidence and not disclose to others, any business or technical information, including either Party’s plans, programs, plants, processes, products, costs, equipment, operations or customers, which may be disclosed to the Subcontractor during the course of the Services, as well as the results of any tests, surveys or reports made or prepared by Subcontractor.

Notwithstanding the foregoing, Subcontractor shall not be obligated to maintain the confidentiality of such information if:

- the information is or becomes part of the public domain,
- it was lawfully in the possession of the Subcontractor at the time it was acquired hereunder,
- its disclosure is required by applicable law or regulation,
- its disclosure is ordered by a court or agency of competent jurisdiction; or
- the failure to disclose such information would cause or contribute to an imminent threat to human health or the environment.

However, in the event that Subcontractor shall be so required to disclose information, Subcontractor shall prior to disclosure give notice to Consultant, which shall have the right to interpose all objections it may have to the disclosure of the information.

The obligation of confidentiality imposed by this section shall survive the termination of the Agreement and shall continue until a specific written release is given by Consultant.

23. **TERMINATION**

Consultant may terminate this Agreement with or without cause by giving the Subcontractor seven (7) days written notice of such termination. If Consultant requests termination before the completion of the proposed services, Subcontractor shall stop all Services on the date specified in such notice. Consultant agrees to pay Subcontractor for all Services satisfactorily performed prior to termination.

All obligations of the Parties relating to the allocation of responsibility between Consultant and Subcontractor, information, data inventions, nonuse and nondisclosure of proprietary or confidential information, intellectual property rights, indemnification, and records will survive the completion of the work or the termination of this Agreement.

24. **RECORD RETENTION**

Any and all records, documents and other media related to Subcontractor's effort under this Agreement, title to which has not vested in the Consultant under Section 27, TITLE TO DATA AND PROPERTY, shall be retained and stored by Subcontractor at no cost to the Consultant for a period of three (3) years from the date of final payment under this Agreement. At the end of such three (3) year period, Subcontractor shall either turn over possession of all such records to the Consultant, or, if Subcontractor wishes to retain possession and control of such records, Subcontractor will make such records available and the Consultant will pay the cost to have such records microfilmed. The Consultant shall have the right, at no cost and upon reasonable written notice, to have all such records made available during regular business hours at a Subcontractor's facility.

25. **OWNERSHIP OF DOCUMENTS**

The Consultant may furnish from time to time such other detail drawings, specifications, data and other information as it may deem necessary. All drawings (including "as built" drawings), plans, specifications, data and other information furnished by the Consultant to Subcontractor, or developed by Subcontractor in the

performance of this contract, shall remain or become property of the Consultant, and Subcontractor agrees to deliver all such documents to the Consultant upon completion and acceptance or termination of the work.

Additionally, Subcontractor agrees to provide with each final work product the complete project file, including field notes, records of communication, analytical data, etc., in an electronic media acceptable to Consultant.

26. **SUSPENSION OF WORK**

(a) Suspension: The Consultant may order Subcontractor in writing to suspend all or any part of the work for such period of time as it may determine to be appropriate.

(b) Equitable Adjustment: If the performance of all or any part of the Services is suspended or delayed by an act of the Consultant, or by its failure to act, an equitable adjustment shall be made for any increase or decrease in cost of performance of this contract necessarily caused by such suspension or delay and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) the performance would have been delayed or suspended by any other cause, including the fault or negligence of Subcontractor, or, (2) for which an equitable adjustment is excluded under any other section of this Agreement.

27. **TITLE TO DATA AND PROPERTY**

Subcontractor agrees that title to and all other rights and legal interest (including copyrights) in all data analyses, graphs, reports, physical property, or other subject matter prepared, procured, or produced in the rendition of services hereunder shall vest in the Consultant. Subcontractor further agrees to execute an assignment in a form satisfactory to the Consultant giving it title to any such data the copyright thereof and all property produced, procured, or prepared. All such materials shall be delivered to the Consultant promptly upon expiration or termination of this Agreement.

28. **WAIVER**

None of the terms or conditions of this Agreement may be waived by either Party except in a specific writing signed by the Party to be bound. No waiver by either Party of any provision or condition of this Agreement shall be construed or deemed to be a waiver of any other provision or condition herein or therein, or as a waiver of any subsequent breach of the same provision or condition unless expressly so stated in the written waiver.

29. **RIGHT OF ENTRY**

Unless otherwise agreed, Consultant shall furnish right-of-entry on the land for Subcontractor to make the planned inspections, borings, surveys, explorations, or field tests. Subcontractor will take reasonable precautions to minimize damage to land and structures with field equipment, but have not included in Subcontractor's fee the costs for rectifying damages that may result from Subcontractor's operations. If Subcontractors are required to restore the land to its former condition, this will be accomplished and the associated charges will be added to its fee.

30. **NON-DISCRIMINATION**

In connection with the performance of Work under this contract, the Subcontractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap. The aforesaid provision shall include, but not be limited to the following: recruitment or recruitment

advertising; employment, upgrading, demotion or transfer; layoff and selection for training, including apprenticeship, in accordance with rules and regulations promulgated by the Federal (Compliance Responsibility for Equal Employment Opportunity -- Chapter 60, 60-1, 4, No. 1-7) and State (Standards and Procedures for Executive Directive 1975-6, Section II-C, IV-C, and V-A&B) agencies and related Federal and State laws and regulations.

31. CONTRACT DOCUMENTS, DEFINITIONS AND GENERAL TERMS AND CONDITIONS

- 31.1 “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor’s suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. “Contractor Employee” shall also include any person who was a Contractor Employee at any time during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 31.2 “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 31.3 “Consultant” means AKT Peerless Environmental Services, its departments, divisions, authorities, boards, committees, all past, present and future elected and appointed officials, directors, board members, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by/through/under, or in concert with any of them. “Consultant” shall also include any person who was a Consultant agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

EXHIBIT A

WORK AUTHORIZATION NO. (**EXAMPLE**)

This WORK AUTHORIZATION is entered into by and between AKT PEERLESS Environmental Services, LLC ("Consultant"), and the _____. ("Subcontractor"). This Work Authorization incorporates by reference the CONSULTING AGREEMENT entered into by the Parties dated _____ (the "Consulting Agreement"). The Consulting Agreement is hereby amended and supplemented as follows:

I. General Description of Services

Consultant hereby authorizes Subcontractor to perform the following Services described in this Work Authorization:

For Consultant:

AKT PEERLESS Environmental Services, LLC

Principal Signature

Printed Name: _____

Date Signed: _____

For Subcontractor:

Authorized Signature

Printed Name: _____

Title: _____

Date Signed: _____