



CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE. SUITE 601
DETROIT, MICHIGAN 48226
PHONE: (313) 224-3949 • TTY: 711
FAX: (313) 224-3471
WWW.DETROITMI.GOV

July 7, 2023

Kayla Snellenberger
PM Environmental
3340 Ranger Rd.
Lansing, MI 48906

**RE: Request for Right-of-Entry to the Right-of-Way
2021 West Grand Boulevard (Parcel ID# 14008075-9)
Detroit, Michigan 48204**

Dear Ms. Snellenberger:

You have requested a right-of-entry to the right-of-way adjacent to the above-referenced address, specifically consisting of Right of Way at West Grand Blvd and Dexter Ave (hereinafter, the "Site") in order to drill 6 soil borings to depth of 20 feet.

Please be advised that the City of Detroit grants permission to PM Environmental, including its contractors, subcontractors, representatives, agents, and employees (collectively, "User") to enter the above-referenced Site for the sole purpose of conducting activities, within the confines of the Scope of Work contained in **Exhibit A**.

FURTHERMORE, PLEASE BE ADVISED THAT THE APPROVAL OF THIS INSTRUMENT **DOES NOT** RELIEVE THE USER FROM SECURING RIGHT-OF-WAY PERMITS FOR PERFORMING WORK/ACTIVITIES IN THE PUBLIC RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO OPEN CUTS, BACKFILLS, AND BARRICADES. RIGHT-OF-WAY PERMITS MUST BE OBTAINED PRIOR TO THE COMMENCEMENT OF SITE WORK/ACTIVITIES FROM THE DEPARTMENT OF PUBLIC WORKS, CITY ENGINEERING DIVISION, LOCATED AT 2 WOODWARD AVENUE, SUITE 601, DETROIT, MI 48226, AVAILABLE AT (313) 224-3935.

This Right-of-Entry is subject in all respects to the following conditions:

1. Subject to satisfaction of the terms and conditions contained herein, this Right-of-Entry shall commence on July 7, 2023, and shall automatically terminate upon the completion of the work described herein, or on ~~August 4, 2023~~, whichever occurs first. *September 7, 2023 RW TR*
2. User shall hold the City of Detroit harmless and shall defend and indemnify the City of Detroit from and against any and all damages, claims, obligations, penalties, costs, charges, losses, demands, liabilities, and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City of Detroit or its departments, officers, employees, or agents arising from and related to User and its contractors', subcontractors', representatives', agents', and employees' use of the Site and this Right-of-Entry (including but not limited to, any release or threatened release of hazardous and non-hazardous substances, contaminants, exacerbation, evacuation, on-site and/or off-site property damage, or bodily injury).



3. PM Environmental shall continue to maintain, and shall cause its contractors, subcontractors, representatives, and agents to continue to maintain, at their sole expense, during the time this Right-of-Entry is in effect, the following separate insurance policies:
 - Commercial General Liability Insurance (Broad Form Comprehensive) written on an occurrence-based coverage, with a minimum combined single limit of \$1,000,000.00 for each occurrence of bodily injury and property damage, and \$2,000,000.00 in the aggregate, with the general aggregate limit applying per location.
 - Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Michigan No-Fault Coverage plus residual liability coverage with a minimum combined single limit of \$1,000,000.00 for each occurrence of bodily injury and property damage.
 - Worker's Compensation Insurance for employees which meets Michigan's Statutory minimum requirements and Employer's Liability Insurance with the minimum limits of \$500,000.00 for each disease, person, and accident.
 - Contractor Pollution Liability Insurance with minimum limits of \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate.

Said insurance policies shall name the User as the insured. The City of Detroit shall be named as an additional insured on the certificates of insurance, without limitation, for all preceding coverages, excluding workers' compensation and employers' liability insurance. Each policy shall be accompanied by a commitment from the insurer that such policies shall not be canceled, modified, or coverage reduced without at least thirty (30) days prior notice to the City of Detroit. Certificates of Insurance evidencing such coverage and endorsements shall be submitted to the City of Detroit prior to the commencement of performance under this Right-of-Entry, and at least fifteen (15) days prior to the expiration dates of expiring policies.

4. User shall not impair any part of the Site, except as customarily incident to the activities described in Exhibit A and in accordance with all applicable laws, rules, regulations, resolutions, and orders. User shall repair any damage caused to the Site and/or properties affected by the activities at the Site, and restore the Site and/or properties affected by the activities at the Site to its/their original condition. Initial access to the Site shall be coordinated through the Department of Public Works, City Engineering Division at (313) 224-3935.
5. User shall contact the Department of Public Works, City Engineering Division at (313) 224-3935 upon the discovery of any damage caused by User's activities to the curb, sidewalk, street, or any portion of the right of way and/or infrastructure in order to provide notice and obtain the proper City of Detroit permits for repair.
6. User will not bring any soils or other materials onto the Site, except in strict accordance with the Department of Public Works, City Engineering Division Standard Specifications for the above-referenced Site and only with prior written verification for compliance by the Buildings, Safety Engineering, and Environmental Department – Environmental Affairs of the User's fill material analytical data. User shall be responsible for the removal of any and all materials, tools and equipment brought onto the Site required for the authorized activities, and User shall assume the risk of loss or damage to any materials, tools and equipment.



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7. User is entering upon and using the Site at its own risk, and accepts the Site "As Is". The City of Detroit makes no representation or warranty as to the status of title or the physical or environmental condition of the Site, or its fitness for any particular use.
 8. User shall take all reasonable measures and precautions to mitigate any noise, vibrations, dust, and odors emanating from the activities on the Site.
 9. User shall immediately notify the City's Buildings, Safety Engineering, and Environmental Department – Environmental Affairs at (313) 471-5115 upon the discovery of a suspected release of hazardous substances, hazardous materials, contaminants, or property damage as a result of User's activity at the Site.
 10. User shall provide to the City of Detroit, without charge and upon preparation of the documents, copies of any and all draft and final work plans, reports, health and safety plans, and other environmental, analytical, or engineering documents relating in any way or arising out of its activities at the Site.

Upon the preparation of the documents, one electronic copy (to be provided on a compact disc) of each document shall be provided to:

Crystal Rogers, General Manager
City of Detroit Buildings, Safety Engineering, and Environmental Department
2 Woodward Avenue, Room 401
Detroit, Michigan 48226

11. This instrument and the rights granted hereunder may not be assigned by User.
12. User shall take all precautions necessary to make the Site safe for the authorized activities, including, where appropriate, preparation and adherence to a site specific health and safety plan.
13. User shall be responsible for ensuring compliance with all applicable federal, state, and local laws, rules, regulations, resolutions, and orders. Any violation of the applicable laws, rules, regulations, resolutions, and orders; or breach of the terms contained within this document may be considered grounds for termination of the Right-of-Entry.
14. This instrument constitutes the entire Right-of-Entry agreement between the City of Detroit and the User with respect to its subject matter. This agreement may not be modified, amended, changed, or altered in any respect unless done so in a writing acknowledged by both the City of Detroit and User.
15. No activities other than the activities authorized in Exhibit A may be performed on the Site.




This Right-of-Entry will be effective only upon execution of the acknowledgment and agreement noted herein by an authorized representative of User and upon delivery of same to Ms. Crystal Rogers, General Manager, Buildings, Safety Engineering, and Environmental Department, at the address listed above.

Sincerely,

Richard Doherty, City Engineer
City Engineering Division
Department of Public Works

PM Environmental by its duly authorized representative, hereby acknowledges receipt of the original copy of this letter, and agrees to be bound by the terms and conditions stated therein.

PM ENVIRONMENTAL

BY: 
(Signature)

PRINT NAME: Tracy Repp

ITS: Senior Project Geologist
(Duly Authorized Representative)

DATE 07/07/2023

TELEPHONE NUMBER: (248) 336-9988



EXHIBIT A

SCOPE OF WORK

The following is the Scope of Work that PM Environmental, its contractors, subcontractors, representatives, agents and employees (collectively, "User"), is authorized to perform at the Site. User shall be responsible for ensuring compliance in all respects with the Scope of Work, and all applicable federal, state, and local laws, rules, regulations, resolutions, and orders.

User is only authorized to undertake the following activities at the Site:

1. mobilize necessary equipment and supplies to the Site;
2. contact MISS DIG to locate utility lines in the areas where subsurface work will be conducted;
3. deploy all appropriate measures to control the safe flow of traffic around the Site;
4. advance up to six (6) soil borings at the Site to depths of up to approximately 20 feet below surface level at the approximate locations identified on the site map, dated October 4, 2021 and prepared by PM Environmental, submitted as part of the application for this right-of-entry (*attached as reference at the end of this document*);
5. collect soil samples from each soil boring advanced at the Site;
6. collect groundwater samples from each monitoring well installed at the Site;
7. containerize, remove and properly dispose all Investigation Derived Wastes (such as soil cuttings, decontamination water, etc.);
8. properly abandon all temporary monitoring wells installed at the Site as part of this right-of-entry;
9. perform Site restoration, including backfilling of all borings and wells using non-contaminated granular fills, compaction, grading, and capping with a like surface covering (*i.e.*, concrete, asphalt, soil, sod) in strict accordance with the Department of Public Works, City Engineering Division Standard Specifications; and
10. demobilize equipment, supplies, and materials from the Site.
