



STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES:
Indefinite Scope-Indefinite Delivery

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

AKT Peerless Environmental Services, LLC
22725 Orchard Lake Road
Farmington, MI 48336

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

Indefinite-Scope, Indefinite-Delivery Contract No. 00921

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

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

2023 Environmental ISID Services

Various State Departments and Facilities
Various Site Locations, Michigan

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

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

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

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

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

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

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

FOR THE PROFESSIONAL:

AKT Peerless Environmental Services, LLC

CV0045229

Firm Name

SIGMA Vendor ID Number



February 24, 2023

Signature

Date

Regional Manager-West Michigan

Title

FOR THE STATE OF MICHIGAN:



March 9, 2023

Director, DTMB | SFA | Design and Construction

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 100 - ENVIRONMENTAL INVESTIGATION/STUDY SERVICES

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

PHASE 300—SCHEMATIC DESIGN

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

PHASE 400—DESIGN DEVELOPMENT

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

PHASE 500—CONSTRUCTION DOCUMENTS AND BIDDING DOCUMENTS

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

PHASE 900 – OPERATION AND MAINTENANCE SERVICES – REMEDIATION FACILITY

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

ARTICLE II COMPENSATION

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

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

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

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

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

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

Lump-sum payments to employees are not allowed under this Contract. Billing rates for employees who perform professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate. The hourly billing rate charge of any employee may be changed by the Professional with a written and Department approved Contract Modification to account for normal personnel pay increases.

Hourly billing rates include, but are not limited to: Overhead items such as employee fringe benefits, vacations, sick leave, insurance, taxes, pension funds, retirement plans, meals, lodging, and all Project related travel expenses for Projects less than one-hundred (100) miles in each direction from the Professional's nearest Michigan office, computer costs/operating costs, data entry, and time, telephone, telephone- related services, and all reproduction services (except Contract Bidding Documents/Deliverables).

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

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

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

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

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

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

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

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

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

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

ARTICLE III PAYMENTS

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

Payment requests shall be supported by itemized records or documentation in such form and detail as the Department may require.

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

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

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

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

ARTICLE IV ACCOUNTING

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

ARTICLE V INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INDEMNIFICATION

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

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

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

ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE VIII TERMINATION

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

- a) Immediately discontinue all professional services affected (unless the notice directs otherwise), and
- b) Deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Contract, whether completed or in process.

8.1 If the termination is for the convenience of the State, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed professional services.

8.2 If the termination is due to the failure of the Professional to fulfill their Contract obligations, the State may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Professional shall be liable to the State for any additional cost occasioned to the State thereby.

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

ARTICLE IX SUCCESSORS AND ASSIGNS

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

ARTICLE X GOVERNING LAWS

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

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

11. 40 CFR Part 35 Subpart 0; Cooperative Agreements and Superfund State Contracts for Superfund Response Actions

12. 48 CFR Chapter 1 Part 31 Subpart 31.2; Contracts with Commercial Organizations.

ARTICLE XI NONDISCRIMINATION

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

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

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

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

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

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

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

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

ARTICLE XII

CONTRACT CLAIMS AND DISPUTES

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

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

ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT MODIFICATION: A form (DTMB-0410) amending the Contract signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the Project/Program Statement or previously unknown on-site field conditions as approved by the Department will be compensated to the Professional by way of the Contract Modification in accordance with the Article II, Compensation text of this Contract.

Any Contract Modification of this Professional Services Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional's Phase 100 – Study, Final Report and Phase 500 - Contract Documents study/design errors, omissions or neglect on the part of the Professional.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV COMPLETE AGREEMENT / MODIFICATION

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

APPENDIX 1

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

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

FILE NUMBER Various	PROPOSAL DUE DATE Thursday, January 12, 2023, at 2:00 p.m., EASTERN
CLIENT AGENCY Department of Environment, Great Lakes, and Energy (EGLE)	
PROJECT NAME AND LOCATION 2023 Environmental Indefinite Services Indefinite Delivery (ISID)	
PROJECT ADDRESS (if applicable) Various	
CLIENT AGENCY CONTACT Bridget Walsh	TELEPHONE NUMBER (517) 420-6379
DTMB - DCD PROJECT DIRECTOR Indumathy Jayamani	TELEPHONE NUMBER (517) 582-1089

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:

There is no Pre-Proposal Meeting required.

☐ **MANDATORY** (Check box if Mandatory)

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

PROJECT DESCRIPTION/SERVICES REQUESTED

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

Please NOTE:

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

proposal response has been uploaded.

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

NIGP CODES

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

DESIRED SCHEDULE OF WORK

Dependent on the assigned project

ACCEPTING RFP QUESTIONS UNTIL:

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

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

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



MINOR STATE CAPITAL OUTLAY PROJECTS
REQUEST FOR PROPOSALS
FROM
PROFESSIONAL SERVICE CONTRACTORS

(Authority PA 431 of 1984)

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

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

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

ISSUING OFFICE

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



Minor State Capital Outlay Projects REQUEST FOR PROPOSALS

Part I - Technical Proposal

Part II – Cost Proposal

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

SECTION I GENERAL INFORMATION

I-1 Purpose

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

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

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

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

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

Please Note:

1. FIRMS HOLDING ISID CONTRACTS ARE NOT GUARANTEED ANY ASSIGNMENTS

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

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

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

Phase—

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

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

I-2 Project/Program Statement

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

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

I-3 Issuing Office

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

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

Indumathy Jayamani, Project Director
Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Telephone Number: (517) 582-1089
Email: jayamani1@michigan.gov

I-4 Contract Award

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

The Technical Portion will include the following breakdown:

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

The Cost Portion will include the following breakdown:

Professional Billing Rates	75%
Billing Rate Increase	25%

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

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

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

I-5 Rejection of Proposals

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

I-6 Incurring Costs

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

I-7 Mandatory Pre- Proposal Meeting

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

Questions that arise because of this RFP **MUST BE EMAILED to Indumathy Jayamani at jayamani1@michigan.gov** to the issuing office no later than **Friday, December 16, 2022, at 2:00 p.m., Eastern time (ET)**. If it becomes necessary to amend any part of this RFP, addenda will be posted on the SIGMA VSS website.

I-8 Responsibilities of Professional

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

I-9 Proposals

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

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

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

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

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

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

SECTION II PROPOSAL FORMAT - PART I – TECHNICAL

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

II-1 General Information and Project Team

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

II-2 Understanding of Project and Tasks

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

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

II-3 Personnel

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

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

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

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

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

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

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

II-4 Management Summary, Work Plan, and Schedule

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

II-5 Questionnaire

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

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

II-6 References

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

SECTION III PROPOSAL FORMAT - PART II - COST

III-1 Instructions and Information – Billable Rate

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

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

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

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

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

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

III-2 Identification of Personnel and Estimated Compensation

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

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

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

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

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

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

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

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

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

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

B. Reimbursable Expenses – for Individual Assigned Projects

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

C. Total, Summarized by Phase – for Individual Assigned Projects

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

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

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

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

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

2023 HOURLY BILLING RATE

Based on 2022 Expenses

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

SALARIES:

Principals (Not Project
Related)
Clerical / Secretarial

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

EMPLOYEE BENEFITS:

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

INSURANCE:

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

TAXES:

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

SERVICES (PROFESSIONAL)

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

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

OFFICE FACILITIES:

Rents and Related
Expenses
Utilities
Cleaning and Repair

LOSSES:

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

FINANCIAL:

Depreciation

SUPPLIES:

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

**PRINTING AND
DUPLICATION:**

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

**SERVICES
(NONPROFESSIONAL):**

Telephone and Telegram
Messenger Services

TRAVEL:

All Project – Related
Travel*

MISCELLANEOUS:

Professional Organization
Dues for Principals and
Employees
Licensing Fees

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

Firm Name

XYZ, Inc.

Yearly Hourly Billing Rate Increase

≈2%

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

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

** Key Project Personnel

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

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

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

*Firm's Mark-Up Percentage: _____

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

III-2D. Total, Summarized by Phase

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



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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

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

(Check all that apply):

- ☐ Filed a Michigan single business tax return showing a portion, or all the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL • ~208.1 – 208.145: or
- ☐ Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- ☐ Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

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

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

Bidder shall also indicate one of the following:

- ☐ Bidder qualifies as a Michigan business (provide zip code: _____)
- ☐ Bidder does not qualify as a Michigan business (provide name of State: _____).
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)



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

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

Responsibility Certification

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

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



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

- iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the period required.
- iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
- v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
- vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).

(j) Is NOT an Iran linked business as defined in MCL 129.312.

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

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

ACKNOWLEDGMENT OF ADDENDUMS

PSC acknowledges receipt of Addenda: No. ____ dated: _____,

No. ____ dated: _____ No. ____ dated: _____



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

SUMMARY

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

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

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

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

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

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

SCOPE OF WORK

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

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

13. Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition / Soil Excavation / Closure
14. Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

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

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

ASSIGNMENTS

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

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

DISPOSAL OF WASTE

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

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

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

ENVIRONMENTAL DRILLING

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

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

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

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

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

LABORATORIES

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

All laboratory analyses shall be performed by the EGLE lab, unless the Agency Project Manager approves use of a current ISID Environmental Laboratory contract holder, an EPA - CLP lab, or another lab as deemed necessary by the State. If a private lab, other than an ISID State Contract Lab, is to be used to perform the analyses, prior written permission by the Agency Project Manager is required.

The private lab must report data in a format consistent with the format used by the State and must include the same level of detail regarding QA/QC documentation and chain of custody records.

EQUIPMENT AND SUPPLY PURCHASES AND RENTAL PROCEDURES

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

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

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

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

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

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

HEALTH AND SAFETY PLANS (HASP)

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

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

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

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

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

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

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

INVOICING AND PAYMENT PROCEDURES

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

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

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

LITIGATION SUPPORT

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

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

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

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

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

PROJECT CONTROL REPORTS AND DELIVERABLES

1. Deliverables

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

2. Project Control

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

3. Reports

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

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

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

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

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

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

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

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

SELECTION CRITERIA

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

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



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

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

ARTICLE 1: BUSINESS ORGANIZATION

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

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

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

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

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

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

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

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

2. Check the appropriate status:

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

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

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: [Click or tap here to enter text.](#)

Include a brief history of the Professional's firm: [Click or tap here to enter text.](#)

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

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

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

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

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

ARTICLE 3: PROJECT LOCATION

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

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

ARTICLE 4: CONTRACT UNDERSTANDING

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

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

If yes, explain: [Click or tap here to enter text.](#)

ARTICLE 5: CAPACITY AND QUALITY

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

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

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

Yes ☐ No ☐

If yes, explain: [Click or tap here to enter text.](#)

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

Yes ☐ No ☐

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

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

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

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

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

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

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

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

5.8 Does your company have an FTP or similar site for quick posting and distribution of information, drawings, field inspection reports, and other communications?

Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

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

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

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

- 5.15 Describe your experience with similar ISID contracts.

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

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

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

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

☐Yes

☐No

ARTICLE 6: PERSONNEL STAFFING

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

☐Yes

☐No

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

Key Personnel 1

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

☐Yes ☐No

Key Personnel 2

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 3

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 4

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 5

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

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

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

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

ARTICLE 7: SPECIAL FACTORS

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

ARTICLE 8: EXPERIENCE

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

Project 1 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

Project 2 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

Project 3 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

GUIDELINES FOR POSITION CLASSIFICATIONS

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

1. PROFESSIONAL KEY PERSONNEL

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

Typical Title:

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

Qualifications and Experience:

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

MS degree with 12 years or more experience.

BS degree with 14 years or more experience.

Experience Factors:

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

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

Typical Title:

Regional Team Leader, Project Engineer.

Qualifications and Experience:

Ph.D. degree with 4 to 10 years' experience

MS degree with 6 to 12 years' experience

BS degree with 8 to 14 years' experience

Experience Factors:

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

2. PROFESSIONAL NON-KEY PERSONNEL

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

Typical Title:

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

Qualifications and Experience:

MS degree with 2 to 6 years' experience.

BS degree with 3 to 8 years' experience.

Experience Factors:

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

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

Typical title:

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

Qualifications and Experience:

MS degree with 0 to 2 years' experience.

BS degree with 0 to 3 years' experience.

Experience Factor: None

3. TECHNICIAN NON-KEY PERSONNEL

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

Typical Title:

Senior Technician

Qualifications and Experience:

6 years or more experience.

Experience Factor:

Related to scope of contract.

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

Typical Title:

Senior Technician

Qualifications and Experience:

Two to six years' experience or equivalent

Experience Factor:

Related to scope of contract.

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

Typical Title:

Junior Technician (field technician)

Qualifications and Experience:

0 to 2 years' experience.

Experience Factor:

None

4. TECHNICAL SUPPORT (TS) NON-KEY PERSONNEL

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

Typical Title:

Project Assistant, Data Entry Clerk, etc.

Qualifications and Experience:

0 to 2 years or more

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

Firm Name _____

Yearly Percentage Billing Rate Increase _____

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

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

** Key Project Personnel



COST OR PRICE SUMMARY

(see accompanying instructions before completing this form)

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

PART I - GENERAL

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

PART II - COST SUMMARY

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

PART III - PRICE SUMMARY

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

PART IV - CERTIFICATIONS

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

PURPOSE AND APPLICABILITY

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

INSTRUCTIONS

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

Use only the applicable portion of this form:

Part I is applicable to all subagreements.

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

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

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

PART I - GENERAL

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

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

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

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

Item 5 - Enter the full mailing address of the contractor or subcontractor.

Item 6 - Give a brief description of the work to be performed under the proposed subagreement.

Part II - COST SUMMARY

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

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

Item 7 - Direct Labor

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

shall not be included in the rate of compensation.

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

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

- The method of estimating proposed hours worked.
- The computation techniques used in arriving at proposed labor rates.
- The specific documents, books or other records used as factual source material to develop proposed hours worked and labor rates.
- Detailed rate computations which were used in computing the information submitted on the form.

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

Item 8- Indirect Costs

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

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

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

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

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

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

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

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

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

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

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

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

Item 9 - Other Direct Costs

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

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

b. *Equipment, Materials, and Supplies*

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

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

(3) Commercial printing, binding, artwork, and models.

(4) Special equipment.

c. *Subcontractors*

d. *Other Direct costs, if any, not included above.*

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

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

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

a. basis for other direct costs proposed.

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

Item 10 - Total Estimated Cost

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

Item 11 - Profit

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

a. *degree of risk.*

b. *nature of the work to be performed.*

c. *extent of firm's investment.*

d. *subcontracting of work, and*

e. *other criteria.*

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

Enter the dollar amount of profit in block 11.

Item 12 - Total Price

Enter the total of items 10 and 11.

Part III - PRICE SUMMARY

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

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

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

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

Part IV - CERTIFICATIONS

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

Complete this block only if part II has been completed.

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

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

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

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

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

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

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



STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES:
Indefinite Scope-Indefinite Delivery

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

PSC NAME
MAILING ADDRESS
CITY, STATE, ZIP

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

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

Index No. (To Be Established)

Contract Order No. Y (To Be Assigned)

File No. (To Be Assigned)

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

2023 Environmental ISID Services

Various State Departments and Facilities

Various Site Locations, Michigan

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

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

Regions								Project Types and Services Offered													
Western UP	Eastern UP	Northern LP	Saginaw Bay	Western LP	Central LP	Southwestern LP	Southeastern LP	Regulated Waste Survey/Abatement	Utility Inspection/Cleaning	Nuclear Waste Mgmt./Disposal/Remediation	GPR/LIF Field Screening	Phase I/Phase II/BEA	Well Drilling/Abandonment	Env Investigation/Pilot Tests/Feasibility Study	UST & AST removal/Demolition/Excavation	Remediation Sys Design/O&M/Decommissioning	Vapor Intrusion Mitigation Design and O&M	Ecological RA/Forestry/Wetland/Streams/Lakes	Landfill Maintenance/Monitoring	Brownfield Development	Per-& Polyfluoroalkyl Substances (PFAS) Sampling
x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x		x	x

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

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

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

FOR THE PROFESSIONAL:

Firm Name

SIGMA Vendor ID Number

Signature

Date

Title

FOR THE STATE OF MICHIGAN:

Director, DTMB | SFA | Design and Construction

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 100 - ENVIRONMENTAL INVESTIGATION/STUDY SERVICES

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

PHASE 300—SCHEMATIC DESIGN

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

PHASE 400—DESIGN DEVELOPMENT

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

PHASE 500—CONSTRUCTION DOCUMENTS AND BIDDING DOCUMENTS

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

PHASE 900 – OPERATION AND MAINTENANCE SERVICES – REMEDIATION FACILITY

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

ARTICLE II COMPENSATION

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

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

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

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

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

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

Lump-sum payments to employees are not allowed under this Contract. Billing rates for employees who perform professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate. The hourly billing rate charge of any employee may be changed by the Professional with a written and Department approved Contract Modification to account for normal personnel pay increases.

Hourly billing rates include, but are not limited to: Overhead items such as employee fringe benefits, vacations, sick leave, insurance, taxes, pension funds, retirement plans, meals, lodging, and all Project related travel expenses for Projects less than one-hundred (100) miles in each direction from the Professional's nearest Michigan office, computer costs/operating costs, data entry, and time, telephone, telephone-related services, and all reproduction services (except Contract Bidding Documents/Deliverables).

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

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

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

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

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

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

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

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

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

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

ARTICLE III PAYMENTS

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

Payment requests shall be supported by itemized records or documentation in such form and detail as the Department may require.

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

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

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

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

ARTICLE IV ACCOUNTING

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

ARTICLE V INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INDEMNIFICATION

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

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

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

ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE VIII TERMINATION

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

- a) Immediately discontinue all professional services affected (unless the notice directs otherwise), and
- b) Deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Contract, whether completed or in process.

8.1 If the termination is for the convenience of the State, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed professional services.

8.2 If the termination is due to the failure of the Professional to fulfill their Contract obligations, the State may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Professional shall be liable to the State for any additional cost occasioned to the State thereby.

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

ARTICLE IX SUCCESSORS AND ASSIGNS

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

ARTICLE X GOVERNING LAWS

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

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

11. 40 CFR Part 35 Subpart 0; Cooperative Agreements and Superfund State Contracts for Superfund Response Actions

12. 48 CFR Chapter 1 Part 31 Subpart 31.2; Contracts with Commercial Organizations.

ARTICLE XI NONDISCRIMINATION

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

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

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

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

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

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

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

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

ARTICLE XII

CONTRACT CLAIMS AND DISPUTES

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

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

ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT MODIFICATION: A form (DTMB-0410) amending the Contract signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the Project/Program Statement or previously unknown on-site field conditions as approved by the Department will be compensated to the Professional by way of the Contract Modification in accordance with the Article II, Compensation text of this Contract.

Any Contract Modification of this Professional Services Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional's Phase 100 – Study, Final Report and Phase 500 - Contract Documents study/design errors, omissions or neglect on the part of the Professional.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV COMPLETE AGREEMENT / MODIFICATION

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

APPENDIX 1

PROJECT/PROGRAM STATEMENT

APPENDIX 2

PROFESSIONAL'S PROPOSAL

APPENDIX 3
PROFESSIONAL CERTIFICATION FORMS

SAMPLE

APPENDIX 4

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

SAMPLE

APPENDIX 5

CERTIFICATES OF INSURANCE

SAMPLE



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

REQUEST FOR PROPOSAL
ADDENDUM NO. 01

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

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

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

This addendum is to clarify the date for questions.

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

APPROVED BY:

PROJECT DIRECTOR Indumathy Jayamani

DATE December 6, 2022

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

To: **All applicants and interested parties**

Date: December 21, 2022

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

Please acknowledge receipt of this Addendum in your proposal.

Questions and Answers:

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

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

A1. Confirmed.

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

A2. Confirmed.

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

A3. Only one questionnaire is required for the submission.

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

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

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

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

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

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

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

A7. Confirmed.

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

A8. No.

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

A9. No.

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

A10. Yes.

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

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

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

A12. Yes.

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

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

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

A14. See A4.

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

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

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

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

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

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

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

A18. Yes.

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

A19. See A2.

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

A20. Any changes within the past 12 months.

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

A21. At a minimum the percentage is required.

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

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

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

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

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

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

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

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

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

A26. Yes.

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

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

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

A28. None.

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

A29. None.

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

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

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

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

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

A32. No.

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

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

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

A34. No.

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

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

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

A36. Can be either.

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

A37. No.

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

A38. No.

APPENDIX 2

PROFESSIONAL'S PROPOSAL



RESPONSE TO REQUEST FOR PROPOSALS

2023 Indefinite Scope Indefinite Delivery for Environmental
Services

Department of Technology, Management and Budget
Various Locations, Michigan

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

PROPOSAL # PF-31650

DATE January 11, 2023

Table of Contents



PART I - TECHNICAL PROPOSAL	1
1 GENERAL INFORMATION AND PROJECT TEAM.....	1
1.1 ADDENDA.....	1
2 UNDERSTANDING OF PROJECT AND TASKS	1
2.1 GOVERNMENT EXPERIENCE.....	2
2.2 DOE, EPA AND EGLE GRANT AND LOAN EXPERIENCE.....	2
2.3 PART 201 AND 213	3
2.4 PROJECT EXPERIENCE.....	3
2.5 PROJECT RECOGNITION	5
3 PERSONNEL.....	6
3.1 PROJECT TEAM ORGANIZATIONAL STRUCTURE.....	6
3.2 KEY PERSONNEL - QUALIFICATIONS AND EXPERIENCE	9
3.3 QUALIFICATIONS OF SUBCONTRACTORS AND SERVICES PROVIDES.....	10
4 MANAGEMENT SUMMARY, WORK PLAN, AND SCHEDULE.....	12
4.1 GEOPHYSICAL SURVEYS	12
4.2 PHASE I, PHASE II, BASELINE ENVIRONMENTAL ASSESSMENTS, HYDROGEOLOGICAL INVESTIGATIONS, AND VAPOR INTRUSION TO INDOOR AIR ASSESSMENTS	12
4.2.1 Phase I Environmental Site Assessments	12
4.2.2 Phase II Environmental Site Assessments	15
4.2.3 Baseline Environmental Assessments and Documentation of Due Care Compliance	16
4.2.4 Hydrogeological Investigations.....	17
4.2.5 Vapor Intrusion to Indoor Air Assessments.....	18
4.3 VAPOR INTRUSION RISK MITIGATION, DESIGN, INSTALLATION AND OM &M.....	19
4.4 UNDERGROUND STORAGE TANKS	19
4.5 HAZARDOUS WASTE MANAGEMENT.....	19
4.6 SOIL, WATER, SEDIMENT, AIR SAMPLING.....	20
4.7 DATA EVALUATION	21
4.8 RISK BASED CORRECTIVE ACTION	21
4.9 EVALUATION OF DISPOSAL AND REMEDIAL ALTERNATIVES	22
4.10 ENVIRONMENTAL IMPACT STATEMENTS	23
4.11 NATURAL RESOURCE DAMAGE ASSESSMENTS	24
4.12 CONSTRUCTION OVERSIGHT AND MANAGEMENT.....	24
4.13 REMEDIAL ACTION PLANS OR RESPONSE ACTIVITY PLANS	25

Table of Contents (continued)



4.14	OPERATION AND MAINTENANCE OF REMEDIATION SYSTEMS.....	25
4.15	QUALITY ASSURANCE PROJECT PLANS	25
4.16	HEALTH AND SAFETY/SAMPLING PLANS.....	26
4.17	PFAS	26
4.18	BROWNFIELD PLAN.....	27
4.19	ENVIRONMENTAL AND NON-ENVIRONMENTAL ACT 381 WORK PLAN – EGLE AND MSF....	28
5	QUESTIONNAIRE	28
6	REFERENCES.....	28
	PART II - COST PROPOSAL	30
1	COSTS	30
1.1	BILLABLE RATES.....	30
1.2	IDENTIFICATION OF PERSONNEL AND ESTIMATED COMPENSATION	30
	CONCLUSION	32
	ENDORSEMENT.....	32
 <u>APPENDICES</u>		
Appendix A.....Key Staff Resumes and Organization Chart		
Appendix B.....Billing Rates and Position, Classification and Employee Billing Rate Information		
Appendix C.....Professional Questionnaire, Field Logs and Letters of Intent		
Appendix D.....DTMB Business Forms		

RESPONSE TO REQUEST FOR PROPOSALS

2023 Indefinite Scope Indefinite Delivery (ISID) for Environmental Services

Department of Technology, Management and Budget

Various Locations, Michigan

Part I - TECHNICAL PROPOSAL

1 General information and Project Team

AKT Peerless is a full services environmental consulting firm headquartered in Farmington, Michigan. With additional offices in Coopersville, Detroit, Manistee, and Saginaw, AKT Peerless is well situated to service the Department of Technology, Management & Budget (DTMB) across the State of Michigan. This project will be managed out of AKT Peerless' Coopersville office. As necessary to meet the needs of DTMB, AKT Peerless will mobilize staff from other offices.

The individual offices of AKT Peerless are located at the following addresses:

50 64th Avenue S
Suite C
Coopersville, Michigan 49404

333 West Fort Street
Suite 1410
Detroit, Michigan 48226

22725 Orchard Lake Road
Farmington, Michigan 48336

302 River Street
Manistee, Michigan 49660

214 Janes Avenue
Saginaw, Michigan 48607

AKT Peerless is a Michigan Corporation licensed to do business in the State.

SIGMA Vendor number CV0045229.

Sub-consultants, such as laboratory, geophysical, and environmental database services may be included in one or more projects. Subconsultant information details will be included with individually assigned projects.

1.1 Addenda

AKT Peerless acknowledges receipt of Addendum No. 1 posted on the Michigan SIGMA Vendor Self Service (VSS) system on December 7, 2022, and Addendum No. 2 posted on the Michigan SIGMA VSS on December 21, 2022

2 Understanding of Project and Tasks

This proposal presents AKT Peerless' proposed scope of work and related deliverables as well as the overall project management and staffing plan. Further, the following subsections present AKT Peerless'

understanding of the project and our comprehensive approach to deliver successful DTMB projects. As one of Michigan's leading environmental firms, AKT Peerless can and will provide complete services when an individual project is assigned.

Providing services to numerous governmental agencies, AKT Peerless has provided technical advice on many and varied projects. Key to many of these projects is having a well-established strategy or plan. Review of any project plan is additionally important as it is essential to understand if a project can be conducted, completed or built considering physical or resource limitations. Once the plan is firmly in-place and documented, the project can be scheduled and implemented. A well-documented plan and strategy thereafter minimizes delay, errors and omissions.

2.1 Government Experience

AKT Peerless' client base includes over 110 state or local governmental agencies, 50 financial institutions, thousands of private entities, and several non-profit organizations. AKT Peerless staff is currently managing several grants as well as Michigan Department of Environment, Great Lake, and Energy (EGLE) loans; including petroleum product and hazardous substance assessment, cleanup, and revolving loan fund (RLF) programs. Working with these entities in various capacities, AKT Peerless has provided environmental due diligence, hydrogeological investigations, remediation, brownfield redevelopment, vapor intrusion investigations and mitigation, engineering controls for abandoned landfills, and construction consultation. Recently, AKT Peerless has been assisting municipalities with the new threat posed by polyfluoroalkyl substances (PFAS) contamination. These governmental agencies, financial institutions, the private entities and the non-profit organizations form the nucleus of the AKT Peerless client base.

AKT Peerless understands Michigan's governmental needs. As an approved vendor for the ISID program under the 2019 Professional Services Contract and as an active member of several Michigan environmental boards or committees, AKT Peerless serves dozens of governmental units in various capacities. From large metropolitan areas to less populated rural communities, none of our competitors have the professional depth of AKT Peerless. In the past three years, AKT Peerless has represented: City of Auburn Hills, Bay City, Communities of the Downriver Community Consortium, the Detroit Land Bank, Genesee County, the Economic Development Corporation of the City of Detroit, the Detroit Wayne County Port Authority, the Port of Monroe, the Michigan Land Bank, the City of Lansing, Oakland County, City of Southfield, City of Monroe, and the City and County of Saginaw. As a result, AKT Peerless understands the challenges the State faces with dwindling tax revenue and a response to a global pandemic in this challenged economy. We have created many successful solutions to address these issues head on. We look forward with excitement to continue to put these solutions to work for DTMB.

2.2 DOE, EPA and EGLE Grant and Loan Experience

In 1997, AKT Peerless was awarded a contract to manage one of Michigan's first EPA Brownfield Pilot Projects, with the Downriver Area Brownfield Consortium (DABC), now known as the Downriver Community Conference (DCC). AKT Peerless was instrumental in developing a brownfield redevelopment model that functions to prioritize brownfield properties, assess potential environmental costs, assess redevelopment potential, and ultimately market the properties. The highly successful model developed for DABC received enthusiastic approval by the EPA Region V. Since its origination, this model has been continually refined and adopted for use by other grant recipients throughout the region, state and nation. Since that time, AKT Peerless staff has managed over 100 brownfield or energy efficiency grants

for over 100 communities; including petroleum product and hazardous material assessment, Revolving Loan Fund (RLF) programs, Site-specific cleanup, or energy efficiency programs.

Our group of vibrant, creative professionals is focused on creating value for our clients. AKT Peerless' experience and track record of success confirms our client's reasons for utilizing AKT Peerless; over 650 Brownfield Plans approved, and nearly \$110,000,000 of grants and loans for numerous municipalities with over \$28,500,000 in State of Michigan grants and \$11,000,000 in State of Michigan loans. According to U.S. EPA – Region V staff, AKT Peerless has completed more assessments using U.S. EPA funds than any firm in the nation.

A significant advantage AKT Peerless maintains over its competitors is that this organization has more experience implementing and managing success with U.S. EPA and EGLE Grants for our governmental clients and has successfully created investment and redevelopment within our clients' communities. AKT Peerless routinely serves as a liaison between public and private parties resulting in millions of dollars in investment on Michigan brownfield sites. This experience enhances AKT Peerless' ability to fully understand the necessary components to strategically assemble brownfield properties that can generate the outcome you desire; investment, job creation and a growing tax base.

2.3 Part 201 and 213

AKT Peerless understands the relationship of Michigan's environmental regulations (Parts 201 and 213 of 1994 PA 451) to the federal Comprehensive Environmental Response, Compensation and Liability Act. Part 201 (Environmental Remediation) was amended in late 2010, streamlining some of the reporting requirements, while eliminating problematic portions of the act. One of the AKT Peerless firm principals, Mr. Brian Eggers, is the Chairman of the Michigan Underground Storage Tank Authority (MUSTA), which broadly oversees UST programs in the State of Michigan. Mr. Tony Anthony, Principal of AKT Peerless, serves on the EGLE Response Activity Review Panel, whose duties are to review contested EGLE projects and offer recommendations to resolve the Part 201 or Part 213 issues.

Under Part 201 and Part 213 programs, AKT Peerless has conducted literally thousands of site assessments to identify and evaluate environmental concerns. AKT Peerless has closed numerous UST release incidents (Part 213) and managed hundreds of projects through the Baseline Environmental Assessment process (Part 201).

2.4 Project Experience

AKT Peerless has managed numerous environmental investigation and remediation grants and loans for over 100 municipal entities and hundreds of private clients. AKT Peerless has conducted thousands of Phase I and II ESAs, hundreds of Baseline Environmental Assessments (BEAs), prepared numerous feasibility analyses, dozens of vapor intrusion and remedial investigations, and remedial projects (vapor mitigation, excavation, hydraulic control and extraction of groundwater, designing granular activated carbon columns, in-situ physical or chemical treatment) in addition to providing industrial hygiene (asbestos, lead-based paint, mold) services to numerous school districts and private clients throughout the State of Michigan.

This firsthand understanding of creating value for the following communities and clients where AKT Peerless has completed assessment and/or cleanup projects is described below:

Downriver Community Conference

AKT Peerless has assisted DCC in managing and utilized funding from USEPA Assessment Grants and RLF loans totaling \$17,200,000. This has led to the redevelopment/cleanup of over 350 sites in over 20 communities that not only mitigated the environmental hazards, but brought new tax revenue, over 7,000 jobs, while creating over 150 acres of green space. Projects have varied from the assessment of abandoned gas stations and vacant houses to large scale bulk oil facilities, abandoned landfills, as well as large abandoned industrial sites, including the immense involvement in the conversion of a former superfund paper mill to the River Raisin National Battlefield Historic Park.

AKT Peerless has completed: Quality Assurance Project Plans (QAPPs), Site Inventory, Petroleum and Hazardous Environmental Site Assessments (Phase I, Phase II), BEAs, Due Care evaluations, Hazardous Material evaluations, securing EPA Grants, EPA Assessment Grant Management, securing and managing ELGE Grants and Loans, Community Outreach, Brownfield Plans, Act 381 Work Plans and Economic Development Services.

Federal programs utilized include EPA Assessment grants, EPA RLF Funding and Department of Energy (DOE) Energy Efficiency Community Block Grant funds. Additional economic development incentives leveraged for specific projects include ELGE grants and loans, local tax abatements and tax increment financing with Brownfield Plan and Act 381 Work Plans.

Oakland County

Since 2014, AKT Peerless has assisted with managing and utilized 2 EPA Assessment Grants for Oakland County, totaling \$2,600,000. The USEPA Assessment grants were utilized in 5 different communities in Oakland County. AKT Peerless utilized the assessment grants to spur economic development in those communities.

AKT Peerless has completed: QAPPs, Site Inventory, Petroleum and Hazardous Environmental Site Assessments (Phase I, Phase II), BEAs, Due Care evaluations, EPA Assessment Grant Management and Community Outreach.

Additional economic development incentives leveraged for specific projects include: ELGE grants and loans, local tax abatements and tax increment financing with Brownfield Plan and Act 381 Work Plans.

Detroit Brownfield Redevelopment Authority / City of Detroit

AKT Peerless has served the Detroit Brownfield Redevelopment Authority (DBRA) and Detroit Economic Development Corporation since 2001. Most recently, AKT Peerless was retained to assist the DBRA and the City of Detroit with land assembly, environmental due diligence, liability protection, due care compliance, environmental remediation, and site preparation services for the Fiat Chrysler Automobiles (FCA) expansion project in Detroit. AKT Peerless provided confidential consulting services from the project on-set through completion and delivery of seven development areas within the expansion area. The FCA expansion represents a \$4.5 Billion investment in new and upgraded manufacturing at the Jefferson Assembly/Mack Engine Plant, which resulted in the creation of nearly 6,500 jobs.

AKT Peerless' scope of work included Phase I and Phase II Environmental Site Assessments (ESAs), cleanup planning, BEAs, due care documentation, contractor disclosures, waste characterization, remediation oversight, underground storage tank (UST) removal, project management, and consulting.

ISID and Expanded Triage

Over the previous several years, AKT Peerless has conducted numerous projects under its existing ISID and Expanded TRIAGE contracts. These projects have been located throughout the State of Michigan and has included the following types of projects:

- Evaluation of underground storage tank sites;
- Removal of underground storage tanks;
- Phase I Environmental Site Assessments;
- Phase II Environmental Site Assessments;
- Hydrogeological Investigations;
- Vapor Intrusion Assessments;
- Design, installation and maintenance of vapor mitigation systems;
- Baseline Environmental Assessments;
- Documentation of Due Care Compliance Plans:
- Project bid specifications, and
- Soil Remediation.

Please refer to the Professional Questionnaires in Appendix C for specific project references in select areas of expertise.

2.5 Project Recognition

AKT Peerless has also received many awards for its successful brownfield and site redevelopment efforts.

- In 2015, the Cardinal Health Medical Distribution Center in Detroit was recognized with several national awards for excellence in Brownfield Redevelopment. A national panel of industry experts selected the project for the Phoenix Award (Region 5) and Grand Prize (best project in the country), and it was also recognized by Brownfields Conference participants for the People's Choice Award. The project was selected by a second panel of national experts to receive the Renewal Award for Environmental Impact. This project transformed 80 blighted parcels into a state-of-the-art medical distribution center.
- In 2015, the USEPA Region 5 selected the Uptown at River's Edge in Bay City, Michigan for outstanding contributions to brownfields site redevelopment. The 43-acre riverfront redevelopment has radically changed a blighted and contaminated industrial site into a vibrant, mixed-use urban environment.
- In 2011, the Piquette Square project in Detroit was selected to receive the nation's highest honor for excellence in Brownfield Redevelopment; The Phoenix Award for Community Impact. The Piquette Square project was further recognized with as the First Runner Up for the Phoenix Grand Prize, the first award of this type ever awarded. This significant brownfield project was redeveloped into housing, job training, and counseling services for homeless veterans in the City of Detroit.
- In 2009, the River Raisin Battlefield site was listed under the National Park Service registry of sites and was also a 2009 Brownfield Renewal award winner.
- In 2008, Michigan State University (MSU) honored AKT Peerless as a "community builder", recognized for advancing the arts, economy and quality of life in mid-Michigan through partnerships with MSU.

- In 2008, EPA Region V honored AKT Peerless client, Gratiot County, for “significant contribution to the EPA Region V Brownfields Program”.
- In 2007, EPA Region V honored AKT Peerless client, Eaton County, for “outstanding leadership and commitment to excellence in locally based brownfield programs.”
- The 2007 Michigan Downtown Conference honored our Big Rapids Lake-Osceola State Bank project as “Redevelopment Project of the Year (Small Community).
- The City of Saginaw, Historical Preservation Award for the restoration and reuse of a historical dry cleaner, now home to AKT Peerless’ Saginaw office (2006).
- In 2005, AKT Peerless became a Michigan Association of Counties “Preferred Brownfield Consultant”.
- Established over 100 Brownfield Redevelopment Authorities in Michigan since 1996.
- Michigan Economic Development Corporation recognized AKT Peerless as the leader in the industry for completing over 175 brownfield plans.
- AKT Peerless was recognized in the 2005 with the “Community Revitalization Award” for Copper Ridge as one of the state’s foremost “successful” Brownfield redevelopment projects, presented by Grand Traverse County Brownfield Authority.
- In 2006, AKT Peerless was a client partner with Focus: HOPE Revitalization when the Environmental Protection Agency (EPA) presented an Excellence in Brownfields Redevelopment Award for its leadership in demolishing a building that was polluted with industrial waste.
- AKT Peerless was awarded the 2003 Phoenix Award for Excellence in Brownfield Development. AKT Peerless, working with the City of Jackson and the State of Michigan, aided Consumers Energy in a project that transformed an abandoned and contaminated 15-acre brownfield site located in downtown Jackson into an urban campus consisting of new state-of-the-art corporate headquarters for one of the city's longest standing businesses.

3 Personnel

With offices in Coopersville, Detroit, Farmington, Manistee and Saginaw, Michigan, AKT Peerless is well situated to service the various environmental programs of the DTMB. This project will be managed out of the AKT Peerless’ Coopersville office. As necessary to meet any of the DTMB program management needs, AKT Peerless will mobilize staff from corporate offices throughout the State of Michigan.

3.1 Project Team Organizational Structure

From a capacity viewpoint, the AKT Peerless Coopersville office and the designated project manager, Brett Shoaff, can exceed DTMB expectations and scheduling needs. Mr. Shoaff understands governmental needs as is currently managing several projects through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the 2019 ISID contract. His perspective and understanding of the challenges facing similar governmental units will provide valuable insight to the efficient use of project funds.

AKT Peerless is committed to assigning its most experienced staff for the DTMB. The following table identifies AKT Peerless’ Key Personnel. All Key Personnel are direct employees of AKT Peerless. Additional information about the Key Personnel is included in Section 3.2 and resumes are included in Appendix A.

Key Personnel and Qualifications

Name Position Classification Corporate Title	Years of Experience in Current Classification	Experience	Roles and Responsibilities	Office Location
Brett Shoaff Senior Project Manager Senior Geologist/Vice President (VP) of Vapor Intrusion Services	15	A, B, C, EE, G, H, L, PH1, PH2, R, RI/FS, U, V	Professional project manager, contract management, project coordination	Coopersville
Tony Anthony, CPG, CHMM Principal/Technical Advisor Principal	30	B, C, CC, E, EE, G, H, PFAS, PH1, PH2, R, RI/FS, U, V	Technical advisor	Farmington
Jeffrey Skendrovic Senior Project Manager Group Leader	20	C, G, H, PH2, RI/FS, R, U, V	Senior project manager	Coopersville
Timothy McGahey, CHMM Senior Project Manager VP of Due Diligence	15	A, B, C, G, L, PH1, PH2, U, V	Technical advisor, senior project manager	Farmington
Megan Napier, PE Senior Project Manager Regional Manager, Senior Engineer	15	A, C, CC, EE, G, H, L, PFAS, PH1, PH2, RI/FS, R, U, V	Technical advisor, contract management	Farmington
Robert Lambdin Technical Advisor Director of Operations	25	A, B, C, CC, EE, H, G, L, PH1, PH2, RI/FS, R, U, V	Technical advisor	Farmington
Eric Ehlers, PG Senior Project Manager Group Leader/Senior Project Manager	10	EE, G, H, PHI, PH2, R, RI/FS, U, V	Technical advisor	California
Louis Stultz Senior Project Manager VP of Industrial Services/Group Leader	15	A, B, C, EE, G, H, L, PH1, PH2, RI/FS, R, U, V	Senior project manager, project coordination	Farmington
Jessica Cory Senior Env. Consultant I Group Leader	10	B, C, G, PH1, PH2, U, V	Senior env. consultant, project coordination	Farmington
Jon Hirschenberger, CPG Senior Project Manager Group Leader	10	A, B, C, G, H, L, PH1, PH2, RI/FS, R, U	Senior project manager, project coordination	Saginaw

A = Asbestos, B = Brownfields, C = Local government, CC = Construction Consulting, E = Energy Initiatives, EE = Environmental Engineering, G = Geophysical, H = Hydrogeological Investigations; L = Lead-based paint, PFAS = Per & Polyfluoroalkyl Substances, PH1 = Phase I ESA, PH2 = Phase II ESA/BEA, P = Urban Planning, RI/FS Remedial Investigations/Feasibility Studies; R = Remediation; U = Underground Storage Tanks, V = Vapor Intrusion

As specific project tasks are assigned, a Senior Environmental Consultant, specialized in the appropriate task discipline, will be assigned to complete field work, compile and evaluate data, and prepare reports. To complete the project management team, the Senior Environmental Consultant will be supported by Environmental Consultants, computer automated design (CAD) and Administrative personnel. The result of this team approach is that multiple projects and complex tasks can be completed in an efficient, cost effective, high quality, and timely manner. AKT Peerless has the resources and experience to complete

the project tasks under financial and time constraints. Key and other staff resumes, and a project Organization Chart are presented in Appendix A.

The following table includes additional personnel that may be used for this program. Please also refer to Appendix B for further information on position classification.

Name	Classification	Name	Classification
Tim Cook	Senior Project Manager	Chelsea Merarnic	Environmental Consultant III
Brian Westhoff	Senior Env. Consultant II	Connor Jenkins	Environmental Consultant III
Sean Robinson	Senior Env. Consultant I	Sean Brick	Environmental Consultant III
Jeremy Fox	Senior Env. Consultant I	Josh Cichy	Environmental Consultant III
Michael Turnbull	Senior Env. Consultant I	Matt Werle	Environmental Consultant III
Rick Verstrate	Project Manager II	Collin Jump	Geologist II
Michael Bensing	Project Manager II	William Fox	Environmental Driller
Joseph Bolin	Project Manager II	Oksana O'Dell	CAD Operator
Jeffrey Carr	Senior Env. Consultant I	Sarah Sexton	CAD Operator
Julie Barton	Senior Env. Consultant I	Mark Breeden	Environmental Technician II
Karl Primdahl	Project Manager II	David Barnes	Environmental Technician III
Scott Wasielewski	Project Manager II	Daniel Gomez	Environmental Technician II
Kyle Sayyae	Project Manager II	Noah Tibbits	Environmental Consultant III
Colin Holsinger	Project Manager II	Michael Roberts	Environmental Consultant III
Robert Ross	Construction Consultant I	Michael Ellis	Environmental Consultant III
Matt Burmann	Environmental Consultant I	Kyle Dymowski	Environmental Consultant III
Carl Rogers	Environmental Consultant II	Jason Ray	Environmental Technician II
Rachel Stenzel	Environmental Consultant II	Lauren Beogher	Environmental Consultant III
Andrew Furton	Environmental Consultant II	Samantha Seimer	Brownfield Specialist I
Kriss Putnins	Environmental Consultant II	Antonio Morsette	Brownfield Specialist II
Karlee Harding	Environmental Consultant II	Jennifer Gelletly	Brownfield Specialist III
Kammie Niswander	Environmental Consultant II	Connie Kailing	Technical Support
Kelly Streich	Environmental Consultant II	Tracy Cook	Technical Support
Nikolajs Pone	Environmental Consultant III	Heather Storey-Barnes	Technical Support
Jacquelyn Luta	Environmental Consultant III	Tammy Brown	Technical Support
Rachel Merz	Environmental Consultant III		

3.2 Key Personnel - Qualifications and Experience

Mr. Brett Shoaff: Mr. Shoaff is a geologist with over 27 years of experience in the environmental field. He has specific experience with Part 201 and Part 213 sites managed for the EGLE. Mr. Shoaff has personally performed, managed, or planned over 700 site assessment projects and is one of the company experts on vapor intrusion and mitigation. He is currently Vice President of AKT Peerless' Vapor Intrusion group. With this extensive experience, Mr. Shoaff will be the Professional Project Manager for AKT Peerless and the main point of contact for the project.

Mr. Tony Anthony, CPG, CHMM, LEED-AP: Mr. Anthony is a Founder and Principal of AKT Peerless is both a hydrogeologist and civil engineer. He has been involved in environmental site assessments and contaminant remediation since the mid-1980s. He has personally closed over 100 UST release incidents and was involved with one of the first bioremediation systems that was approved and implemented by the EGLE. Currently, Mr. Anthony is a member of the Interstate Technology and Regulatory Council (ITRC) Perfluoroalkyl substances (PFAS) committee and the Michigan Manufacturers Association PFAS committee. Additionally, Mr. Anthony was selected by Michigan's Governor Whitmer to serve on Michigan's Environment Permit Review Commission (EPRC). He has additional experience with soil vapor extraction, vapor mitigation, air sparging, excavation, methane engineering controls, landfill covers, and risk-based closures. Mr. Anthony will provide project leadership and technical support for all aspects of this assessment project, particularly with Phase II Environmental Site Assessments, hydrogeological investigations, remediation, engineering controls, and geophysical investigations.

Mr. Jeff Skendrovic: Mr. Skendrovic has over 37 years of professional consulting experience conducting and managing various environmental investigations throughout the Midwest, including Superfund and National Priorities List sites located in the western portion of the United States. He currently serves as one of AKT Peerless' primary project manager for our 2022 Expanded Triage contract with EGLE. Mr. Skendrovic will act as an AKT Peerless senior project manager for UST and remediation projects.

Mr. Timothy McGahey, CHMM: Mr. McGahey has over 20 years of professional experience. He has extensive experience with Phase I Environmental Site Assessments, environmental compliance, grant management, and personally managed or conducted over 1,500 investigations during his career. He is currently Vice President of AKT Peerless' Environmental Due Diligence division and will act as an AKT Peerless senior project manager/technical advisor for assessment projects.

Ms. Megan Napier, PE: Ms. Napier is the Southeast Michigan Regional Manager, a civil engineer and one of the main engineers for the AKT Peerless service lines with nearly 23 years of professional experience. Areas of expertise include environmental due diligence, subsurface investigations, Michigan's BEA and Documentation of Due Care Compliance programs, construction consulting, and remediation. She has designed and installed a variety of remediation programs involving excavation/off-site disposal, polychlorinated biphenyls, slurry walls, landfill covers, and vapor mitigation systems. Ms. Napier will act as a technical advisor and will support both technical and administrative tasks of the ISID contract.

Mr. Robert Lambdin: Mr. Lambdin has over 35 years of experience in the environmental field. Mr. Lambdin has worked in the nuclear industry, as an environmental risk manager for a large national financial institution and is currently the Director of Operations for AKT Peerless. His areas of expertise include Phase I and Phase II Environmental Site Assessments, Baseline Environmental Assessments, Documentation of Due Care Compliance plans, remediation, soil vapor investigations and mitigation, property condition assessments, and industrial hygiene. Mr. Lambdin will act as a technical advisor for projects in the ISID program.

Mr. Eric Ehlers, PG: Mr. Ehlers is a Senior Geologist and Group Leader with over 25 years of experience in Michigan and California. His area of expertise includes the design and installation of in-situ contaminant remediation systems including soil vapor extraction, bioremediation, and air sparging. Mr. Ehlers will act as a technical advisor for select hydrogeological investigation, remediation systems, and for the remedial investigations/feasibility studies.

Mr. Louis Stultz: Mr. Stultz is a geologist with nearly 30 years of professional experience. He has extensive experience with environmental site assessments, having performed, planned, and managed over 1,000 site assessments during his career. Mr. Stultz's areas of expertise include asbestos, Phase I and II Environmental Site Assessments, Baseline Environmental Assessments, Documentation of Due Care Compliance plans, remediation of contaminated sites using chemical oxidation, excavation/off-site disposal, and soil vapor extraction. He is currently the Vice President of Industrial Services (Industrial Hygiene and Remediation) and will act as an AKT Peerless senior project manager for industrial hygiene and remediation projects.

Ms. Jessica Cory: Ms. Cory has 21 years of professional experience. She has extensive experience with grant management, Phase I and II Environmental Site Assessments, Baseline Environmental Assessments, Documentation of Due Care Compliance plans, UST assessments, and vapor intrusion. Ms. Cory is currently serves as a Group Leader for AKT Peerless will be a senior environmental consultant for select environmental due diligence projects.

Mr. Jon Hirschenberger, CPG: Mr. Hirschenberger is a Certified Professional Geologist (CPG) with over 20 years of professional experience. He has extensive knowledge of Phase I and Phase II Environmental Site Assessments, hydrogeological investigations, Baseline Environmental Assessments, Documentation of Due Care Compliance plans, UST assessments, closure of underground storage tank release incidents, and key institutional experience for AKT Peerless in the ISID program. Mr. Hirschenberger is also experienced with remediation using excavation/dewatering and off-site disposal. He is currently Vice President of Storage Tank Management Services and will act as senior project manager for assessment, underground/aboveground storage tank and remediation projects in the ISID program.

3.3 Qualifications of Subcontractors and Services Provides

AKT Peerless' qualified staff of project managers, field technicians and other professionals will conduct all aspects of project management and field work.

As needed and for Individually Assigned Projects and to the extent possible, subcontract services will be retained from vendors located within Michigan. Specific subcontracted services and vendors selected for this project may include the following.

Laboratory Services

- EGLE Environmental Laboratory, Lansing, Michigan
- Fibertec Environmental Services, Holt, Michigan
- Quantum Laboratories, Wixom, Michigan
- Merit Laboratories, East Lansing, Michigan
- APEX Research, Whitmore Lake, Michigan

At the discretion of the State program (i.e., EGLE/MDNR) project manager, AKT Peerless will use the EGLE Environmental Laboratory as it serves the entire agency analyzing nearly all the samples from EGLE environmental programs.

AKT Peerless will utilize Fibertec and Quantum Laboratories to provide laboratory analysis of soil, water, soil vapor samples collected during hydrogeological and subsurface investigations. Merit Laboratories will provide similar functions but is also an approved drinking water laboratory. Fibertec, Quantum, and Merit are fully certified to analyze soil, water and soil vapor samples collected during environmental site assessments, and Merit is one of the few laboratories that can also provide PFAS analyses. APEX Research will provide analytical services for building materials that are suspected to contain asbestos.

Drilling Services

AKT Peerless owns and operates two GeoProbe® (hydraulic push probe) and can perform soil, groundwater, and soil vapor sampling at a fraction of the cost to subcontract drilling services. Owning its own equipment, AKT Peerless can efficiently schedule activities based on the needs of our clients.

If required for successful completion of a site investigation, AKT Peerless may use the following qualified, licensed and insured sub-contractors for direct push services if scheduling conflicts arise:

- Fibertec Environmental Services, Brighton, Michigan

If site conditions dictate use of alternative drilling methods such as rotary/hollow stem augers (HSA), AKT Peerless proposes subcontracting drilling services from the following qualified, licensed and insured sub-contractors:

- Brax Drilling, Bay City, Michigan
- Stock Drilling, Ida, Michigan

Geophysical Surveying

AKT Peerless owns and operates a SIR 3000 ground penetrating radar unit and a Profiler EMP-400 electromagnetic conductivity meter. With these resources, AKT Peerless can perform in-house geophysical surveys to investigate sites for subsurface anomalies such as underground storage tanks and buried metal drums. Again, by owning and operating this equipment, AKT Peerless can schedule activities based on the needs of our clients.

Environmental Database Services

- Geo-Search
- Environmental Data Resources
- Environmental Risk Information Service, Ltd.

AKT Peerless will utilize Geo-Search, Environmental Data Resources or Environmental Risk Information Service to conduct federal and state database searches as required in a Phase I ESA.

Remediation Services

The following entities will provide various support services for the implementation of various environmental remediation projects.

- E.T. McKenzie-provides excavation, dewatering, off-site disposal and UST removal activities.
- HM Environmental-provides excavation, dewatering, off-site disposal and UST removal activities.
- Triton Services-provides vapor barrier installation services for sites with soil vapor intrusion concerns.
- FMG-conducts concrete coring activities for vapor mitigation system installation and site assessment activities.

Letters of intent to support this ISID program are included in Appendix C.

4 Management Summary, Work Plan, and Schedule

The following sections describe the methodologies, scope of work and deliverables associated with the services requested under the 2023 Environmental ISID.

4.1 Geophysical Surveys

A geophysical survey of accessible areas of a site can be conducted to assess the possible presence of abandoned USTs or other subsurface structures. AKT Peerless geophysical survey staff utilize a combination of ground penetrating radar (GPR) and electromagnetic induction (EM) techniques, as applicable to site conditions. The use of combination of GPR and EM has been demonstrated as a highly effective technology for locating large subsurface metallic targets, such as USTs. Temporary removal of metallic objects (e.g., vehicles, scrap metal debris, etc.) from the portions of the site to be surveyed will be required to minimize interference.

An AKT Peerless employee (trained and certified in the Theory and Practice of Applying Subsurface Interface Radar in Engineering and Geophysical Investigations) can investigate the subject site to evaluate select areas of the property to evaluate for abandoned and/or closed-in-place USTs.

The EM survey will be measured by a GSSI EMP-400 multi-frequency EM profiling system with integrated GPS (EMP-400). Five foot spacing of transects will generally be used. Both in-phase (metal sensitive) and quadrature phase (proportional to terrain conductivity) measurements will be automatically stored in a wireless data logger at each survey point. A “continuous survey” mode will be used. If strong anomalies are detected in the survey area, the approximate locations will be noted. Additional EM measurements will be conducted to locate the position and dimension of anomalous targets after the completion of the grid survey.

Geophysical surveys can typically be completed at a site in 1 day or less. Larger, more complicated sites or interior areas may require additional time to complete.

4.2 Phase I, Phase II, Baseline Environmental Assessments, Hydrogeological Investigations, and Vapor Intrusion to Indoor Air Assessments

Annually, AKT Peerless conducts literally hundreds of investigations that include these services. A great number of investigations involving these tasks have been conducted under AKT Peerless ISID contracts.

4.2.1 Phase I Environmental Site Assessments

AKT Peerless has completed over 25,000 Phase I Environmental Site Assessments (ESAs) throughout the country since 1991. A number of ISID projects conducted by AKT Peerless included Phase I ESAs. AKT

Peerless' comprehensive knowledge of due diligence methods and grants processed, as well as experience with diverse projects is an indispensable asset to anyone attempting to satisfy environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner defenses under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

AKT Peerless' Phase I ESA will be based on (1) the scope and limitations of the ASTM International *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-21* (ASTM E1527-21) which outlines good commercial and customary practice for conducting a Phase I ESA and (2) the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries [AAI] (40 CFR Part 312). AKT Peerless' Phase I ESA is also intended to satisfy the good commercial and customary practices outlined in ASTM E1527-13.

Certain users of a Phase I ESA may be able to satisfy one of the environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner liability protections available under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

As described in ASTM E1527-21, a *User* is the party seeking to use ASTM E1527-21 to complete an environmental site assessment of the subject property. A *User* may include a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. The 2018 BUILD Act amended the CERCLA definition of bona fide prospective purchaser at §101(40) to include certain commercial tenants or lessees who acquire a leasehold interest in a property. Therefore, in certain cases, a person acquiring a leasehold interest in a commercial property may need to conduct a Phase I ESA for the purposes of all appropriate inquiries into the previous ownership and uses of the leased commercial property to qualify for an LLP. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for the successful application of this practice, including the Client and User Requirements described below. AKT Peerless' Phase I ESAs do not include an evaluation or completion of those specific user obligations under ASTM E1527-21.

The purpose of the Phase I ESA will be to provide an independent, professional opinion of the *recognized environmental conditions* (RECs)¹, *historical recognized environmental conditions* (HRECs)², and *controlled recognized environmental conditions* (CRECs)³, in connection with the subject property, if any.

¹ ASTM E1527-21 defines the term REC as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

² ASTM E1527-21 defines the term HREC as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). A HREC is not a REC.

³ ASTM E1527-21 defines the term CREC as a REC affecting the subject property resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority or authorities (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria

AKT Peerless' Phase I ESA is designed to identify these conditions and the possible need for a more definitive study addressing specific areas of concern, if any. The Phase I ESA will be intended to reduce, but not eliminate, uncertainty regarding the potential for RECs, HRECs, and CRECs in connection with the subject property.

Phase I ESA Scope of Work

In accordance with ASTM E1527-21, AKT Peerless' ESA will include the following tasks:

- A reconnaissance of the subject property, as well as observation of the adjoining properties as feasible from the subject property and public rights-of-way, to identify uses or activities that may pose an environmental concern to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and select nearby sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property .
- A review of reasonably ascertainable agency file information associated with known or suspected sites of environmental concern maintained by regulatory agencies. Files will be reviewed for the subject property. Files for adjoining properties, and nearby sites that may present a concern to the subject property, will be reviewed, but additional fees may apply. If such records are not reviewed, AKT Peerless will provide written justification as to why a review was not completed.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to the obvious first developed uses, or 1940, whichever is earlier. Such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, previous environmental assessments, and municipal records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered USTs, leaking UST (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that AKT Peerless judges to have a potential to pose an environmental concern to the subject property.
- The consideration of adjoining property uses and activity.
- A review of readily available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- Review and summary of information provided by the Client related to Activity and Use Limitations (AULs), environmental liens, or institutional controls (if any). AKT Peerless will also summarize such information if obtained during environmental regulatory record reviews.

established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations or other property use limitations).

- An evaluation of information obtained from these resources to determine if RECs, CRECs, or HRECs exist in connection with the subject property.

During the assessment, AKT Peerless will evaluate or consider: (1) the potential for contamination of soil, soil vapor, and groundwater at the subject property, (2) the possible presence of underground or aboveground storage tank systems at the subject property, (3) the possible presence of hazardous substances or petroleum products at the subject property, (4) the proximity of the subject property to known and/or suspected sites of environmental concern, and (5) the historical use of the subject property.

AKT Peerless will prepare a report documenting the data and information gathered during the Phase I ESA. AKT Peerless' report will summarize the known environmental conditions associated with the subject property, if any. The conclusions and recommendations will reflect AKT Peerless' best professional judgment and will be based upon the conditions observed and information made available at the time of the assessment.

Phase I Environmental Site Assessments can typically be completed in 3 to 4 weeks.

4.2.2 Phase II Environmental Site Assessments

The purpose of a Phase II ESA is to evaluate the recognized environmental conditions identified at the subject property that are typically identified during the course of a Phase I ESA.

All AKT Peerless Phase II Environmental Site Assessments will be conducted in general conformance with ASTM E1903-19: Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.

AKT Peerless has two Geoprobe® hydraulic push probes, which are typically what will be used to collect soil, water, and sometimes vapor samples. When possible, a macro core soil sampler will be used to collect continuous soil samples. If time is limited or subsurface soils restrict the penetration of the macro core sampler, a 2-foot-long discrete sampler will be used in place of the macro sampler.

If hollow stem augers are used the driller will follow ASTM D1586/D1586M-18e1: Standard Test Method For Standard Penetration Test (SPT) And Split-Barrel Sampling Of Soils. While drilling with hollow-stem augers, soil samples will be collected in 2-foot-intervals using a 2-foot-long, 2-inch-diameter, split-spoon sampler.

AKT Peerless will request the local utility companies to mark on the ground surface the locations of buried utilities (e.g., electrical lines, telephone lines, sewers, water mains, and natural gas pipes) before subsurface activity begins.

Soil samples collected in the field will be visually examined in accordance with the Unified Soil Classification System, ASTM D2488-17e1: Standard Practice for Description and Identification of Soils (Visual-manual Procedures). As appropriate, soil samples collected in the field will be screened for volatile organic compounds (VOCs) using a portable organic vapor meter/photoionization detector (OVM/PID). To ensure accurate VOC screening, the quantity of the soil, temperature, and headspace volume will be kept as constant as possible. The OVM/PID will be calibrated prior to mobilization to the site.

Strict decontamination procedures will be followed during the completion of investigation activities by AKT Peerless personnel to reduce the potential for cross-contamination. All drilling and down-hole sampling equipment will be decontaminated prior to first use onsite, and thereafter between uses, using a high-temperature, high-pressure spray washer, and/or a vigorous wash in an Alconox solution, followed by a tap water rinse, and a distilled water rinse.

All samples will be collected in precleaned glass jars and stored following U.S. EPA Publication SW-846 Method 5035: Testing Methods for Evaluating Solid Waste, ASTM D4547-20: Standard Guide for Sampling Waste and Soils for Volatile Organic Compounds, and EGLE's Application of Target Detection Limits and Designated Analytical Methods publication dated March 2016.

If groundwater is encountered, AKT Peerless may install temporary groundwater monitoring wells in select soil boring locations. Each temporary monitoring well will consist of a riser and screened section of PVC piping. The monitoring wells will be screened to bisect the static groundwater table, above a confining clay layer or at the maximum available depth due to drilling methods. AKT Peerless normally employs low-flow sampling methods in accordance with EGLE and USEPA protocols. Groundwater samples are collected from each monitoring well after: (1) evacuating at least three times the initial volume of groundwater in the well casing; (2) purging the well until measured parameters (temperature, turbidity, oxidation reduction potential, pH, and conductivity) have stabilized; or (3) purging the well dry and allowing sufficient time for recharge.

To the extent that soil vapor samples are collected, all samples will be collected in general conformance with ASTM D7663-12(2018)e1: Standard Practice for Active Soil Gas Sampling in the Vadose Zone for Vapor Intrusion Evaluations.

All soil, groundwater, or soil vapor samples will be transported to a laboratory under chain-of-custody documentation in an ice-cooled container.

Most Phase II ESAs can be completed within 4 to 6 weeks of authorization to proceed.

4.2.3 Baseline Environmental Assessments and Documentation of Due Care Compliance

Baseline Environmental Assessment

Annually, AKT Peerless conducts numerous of Baseline Environmental Assessments (BEAs) for submittal to EGLE in accordance with Part 201 of 1994, Public Act 451 and the amendments thereof. The BEA process provides property owners and occupants an exemption from liability for the existing contamination. A BEA is used for sites where contamination has been detected above a Part 201 Residential Risk Based Screening Level.

AKT Peerless' scope of work is based on Section 20126(1)(c) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

AKT Peerless' scope of work to complete the BEA will be based on the following:

- Results of the AAI compliant Phase I Environmental Site Assessment
- Results of the subsurface investigation

Documentation of Due Care Compliance Plans

Similar to Baseline Environmental Assessments, AKT Peerless prepares many Documentation of Due Care Compliance documents over the course of a year.

Section 20107a provides that a person who owns or operates property and has knowledge it is a facility must:

- Undertake measures to prevent exacerbation of existing contamination.
- Exercise due care by undertaking response activities to mitigate unacceptable exposure to hazardous substances, mitigate fire and explosion hazards due to hazardous substances, and allow for the intended use of the subject property in a manner that the protects health and safety.
- Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that could result from those acts or omissions.
- Provide notifications to the EGLE and others in regard to mitigating fire and explosions hazards, discarded or abandoned containers, contamination migrating beyond property boundaries, as applicable.
- Comply with land use or resource use restrictions established or relied on in connection with the response activities at the facility.
- Not impede the effectiveness or integrity of any land use or resource restriction employed at the facility in connection with response activities.

AKT Peerless can generally prepare a Documentation of Due Care Compliance based on the findings of the completed Phase II Environmental Site Assessment or Hydrogeological Investigation.

Most BEAs and Documentation of Due Care Compliance plans can be completed within 3 to 4 weeks of receiving laboratory analytical results.

4.2.4 Hydrogeological Investigations

Hydrogeologic investigations may be necessary to evaluate the existence of subsurface contamination or to define the extent of known contamination. AKT Peerless staff is experienced in a broad range of hydrogeologic investigation activities. Typical hydrogeologic investigation objectives include the following:

- Drilling soil borings and collecting physical samples for site-specific stratigraphic characterization;
- Installing monitoring wells (note: monitoring wells must account for chemical compatibility and need to prevent cross contamination through multiple casing depths);
- Investigating releases from USTs;
- Collecting soil and groundwater samples for chemical characterization;
- Surveying monitoring well elevations and locations, and obtaining static water levels;
- Estimating groundwater flow direction based on survey data, and
- Evaluating contaminant concentration distribution and migration potential.
- AKT Peerless also conducts the following activities:
 - Geophysical surveys, including soil conductivity and resistivity surveys, total-field proton-precession magnetometer surveys;
 - Aquifer pump tests;

- Measuring aquifer characteristics, such as thickness, porosity, hydraulic conductivity and transmissivity; Aquifer slug or bailer tests, and
- Groundwater and other hydraulic computer modeling.

AKT Peerless conducts all hydrogeological investigation activities according to ASTM, U.S. EPA, and State guidelines.

A hydrogeological investigation typically requires 6 to 8 weeks to complete.

4.2.5 Vapor Intrusion to Indoor Air Assessments

AKT Peerless' vapor intrusion to indoor air assessments include the installation of soil gas sampling wells and vapor points at select locations in a target structure. All vapor intrusion assessment work is conducted in accordance with current EGLE Vapor Intrusion Regulations and Guidance Documents including the updated EGLE Guidance Document for the Vapor Intrusion Pathway (May 23, 2013).

Exterior soil gas sampling well screens are set at depths above the water table surface observed during the borehole logging process. For each soil gas sampling well, AKT Peerless uses a 6-inch long stainless steel dedicated sampling screen, along with dedicated nylon tubing. After the soil gas well screen is centered inside the borehole at the desired depth, a fine silica sand pack is placed in the annulus around the well screen to approximately six inches above the top of the well screen. A seal of hydrated bentonite is placed on top of the filter pack. Each soil gas sampling well is finished with a lockable steel manhole with concrete apron.

AKT Peerless vapor assessment may also include sub-slab soil gas sampling points within structures determined to be at potential risk of vapor intrusion. Sub-slab soil gas sampling points are installed using a rotary hammer drill. A 1½-inch diameter pilot hole is drilled to a depth of approximately 1¼-inch into the slab. A 5/8-inch drill bit is then be used to drill through the remaining thickness of the slab. A portable vacuum is used to remove dust and cuttings from the hole. A Vapor Pin™ with a silicone sleeve is installed using a dead blow hammer. The tops of the Vapor Pins™ are counter sunk beneath the surface of the floor and completed with steel covers that are flush with the floor surface. The locations of all soil gas wells and sub-slab sampling points will be included on sampling maps to be prepared by AKT Peerless.

Prior to soil gas sample collection, a helium tracer leak test will be performed at each sampling location to verify that the sampling apparatus is air tight. AKT Peerless will collect all soil gas sampling wells and sub-slab soil gas samples using a Bottle-Vac Air Sampler and control valve. The Bottle-Vac will be connected to the nylon tubing through the control valve, which will be set for a fill rate of 100 milliliters per minute. AKT Peerless will also deploy one summa canister at each sub slab soil gas sampling location. Samples will be collected from breathing zone height. Each summa cannister will be equipped with a 24-hour pressure regulator to simulate an average exposure during a typical building occupancy period. The noted start and stop pressure of each canister will be noted at the time of deployment/retrieval.

At the end of the sampling periods, the valve on each Summa canister will be closed prior to removal from the sampling location.

Vapor Intrusion Assessments can typically be completed within 3 to 4 weeks of authorization to proceed.

4.3 Vapor Intrusion Risk Mitigation, Design, Installation and OM &M

Based upon the sub slab sampling results, AKT Peerless regularly designs and builds vapor mitigation systems, as necessary, considering the building construction, size of facility, and EGLE recommendations. For active mitigation systems, this would include building construction and slab/foundation surveys, utility penetrations assessments, heating and cooling system evaluation, pre-design pressure field extension testing to determine effective capture radii and post installation prove-in to ensure negative pressure across entire treatment area AKT Peerless typically recommends a minimum of one indoor air sample collection event post-installation to verify system performance. OM & M activities include periodic system inspections, sub-slab pressure measurements, stack testing, and reporting. All vapor intrusion mitigation, design, installation and OM&M work is conducted in accordance with current EGLE Vapor Intrusion Regulations and Guidance Documents including the updated EGLE Guidance Document for the Vapor Intrusion Pathway (May 23, 2013).

The schedule and time frame to install a vapor mitigation system is dependent upon the building size and construction. Often, system installation requires less than one week to complete for a single building of less than 25,000 square feet.

4.4 Underground Storage Tanks

AKT Peerless has many years of experience with State of Michigan UST programs. Dating to the early 1990s, AKT Peerless worked on numerous sites under the many different UST programs including Parts 211 and 213 of 1994 Public Act 451. One of the firm principals, Brian Eggers, is the Chairman of the Michigan Underground Storage Tank Authority.

Over the last several decades, AKT Peerless has conducted hundreds of projects involving the management, assessment and closure of USTs. The organization has extensive experience with evaluating UST sites, assessing Leaking Underground Storage Tank (LUST) incidents, remediation of LUST related contamination, implementation of remedial activities (i.e., UST removal, interim and final response actions, etc.) and closure of release incidents.

Underground storage tank projects vary widely in scope due to number of tanks, the construction and site conditions. Some projects may require of few days to complete but others may require years.

4.5 Hazardous Waste Management

AKT Peerless' diverse staff offers a unique and comprehensive approach to providing environmental compliance services. Characterizing, profiling, and ultimate disposal can often be completed in several weeks but is dependent upon the volume of waste, the constituents, knowledge of waste generation process, and possibly the availability of treatment equipment for a waste stream. Under current regulation, wastes may be classified as one or more of the following: hazardous materials, hazardous substance, hazardous waste, recycled material, or extremely hazardous chemical. Knowing the proper classification requires an in-depth knowledge of waste regulations. AKT Peerless' staff includes several Certified Hazardous Materials Managers (CHMMs). They are experienced in the development and implementation of procedures to properly characterize, handle and dispose of waste materials in containers (drums/tanks) or soil/debris piles., AKT Peerless' environmental compliance professionals also provide:

- Comprehensive Environmental Compliance Audits, with an in-depth report of a facility's environmental compliance status and recommendations to achieve compliance in each regulatory area;
- Limited Environmental Compliance Reviews, identifying applicable environmental regulations and providing an initial compliance assessment. Developed to satisfy ISO 14000 and lending institution requirements;
- Regulatory Specific Environmental Compliance Audits;
- Pre-Acquisition Environmental Status Reports prepared in a matrix format with cost estimates to achieve/maintain compliance in each regulatory area;
- Annual facility compliance services with ongoing environmental management;
- Environmental compliance plans including Spill Prevention Control and Countermeasure (SPCC) Plans, Pollution Incident Prevention (PIP) Plans, Storm Water Pollution Prevention (SWPP) Plans, and Contingency Plans;
- Environmental reports for submittal to state or federal environmental agencies including SARA Title III Form R and Tier II Forms, Annual Wastewater Reports, and Hazardous Waste Biennial Reports, and
- Coordination of waste characterization, consolidation, and disposal events.

AKT Peerless' staff successfully coordinates and manages environmental permitting and compliance programs to reduce our clients' risk of costly environmental remediation or regulatory enforcement. Through the development and implementation of environmental compliance and management programs, AKT Peerless assists industrial clients with waste management, waste reduction, maintenance, permitting, and budgeting.

Characterizing, profiling, and ultimate disposal can often be completed in several weeks but is dependent upon the volume of waste, the particular constituents, knowledge of waste generation process, and possibly the availability of treatment equipment for a particular waste stream.

4.6 Soil, Water, Sediment, Air Sampling

Collecting samples from all media in the most likely pathway of contaminant migration is vital to understanding fate and transport or potential exposure to sensitive receptors. Sample collection is conducted in Phase II ESAs and more in-depth hydrogeological investigations. The goal of these investigation is to first demonstrate the existence of contamination, and if present, to define the extent. Essential to a well-designed investigation is considering the past, current, and intended future use of the property. AKT Peerless often completes those historical/reviews in the form of a Phase I ESA. AKT Peerless staff is fast, flexible, and experienced in designing and completing hydrogeological investigations or Phase II ESAs.

Sample collection protocols are often established by ASTM, ITRC, USEPA, AHERA, or EGLE. AKT Peerless stays current with all these standards. In fact, AKT Peerless is a member of ASTM and ITRC. Currently, Mr. Tony Anthony, Principal of AKT Peerless, is a member of the ITRC PFAS committee and its subcommittee on sample collection. AKT Peerless often assists or provides comment to EGLE when new protocols are under consideration. For example, AKT Peerless was a member of EGLE's TAG team on vapor intrusion.

AKT Peerless utilizes a broad range of sample collection and investigation methods that include the following:

- Drilling soil borings and installing monitoring wells to collect soil and groundwater samples for chemical analyses;
- Wearing the appropriate PPE to prevent exposure and cross contamination;
- Using appropriate decontamination methods to prevent cross contamination;
- Obtaining and using correct and compatible sample containers, preservatives and transportation;
- Implementing low flow methods and measuring for stable indicator parameters (e.g., temperature, pH, oxidation reduction potential, conductivity, resistivity, turbidity), in advance of sample collection;
- Employing EGLE-approved procedures and protocols to collect soil vapor samples, and
- Collection of sediment samples from lakes, rivers, canals, and storm water features.

In addition to sample collection, AKT Peerless may also perform the following:

- Surveying monitoring well elevations and locations, and obtaining static water levels to estimate groundwater flow direction;
- Evaluating contaminant concentration distribution and migration potential;
- Geophysical surveys (e.g., ground penetrating radar and electromagnetic surveys, previously described);
- Conducting aquifer hydraulic conductivity tests, and
- Modeling groundwater and other hydraulic parameters.

AKT Peerless conducts all investigation activities according to ASTM, U.S. EPA, and State guidelines. For example: Phase II subsurface investigations are conducted according to ASTM E1903, "Standard Guide for Phase II Environmental Site Assessment Process"; and samples are collected following U.S. EPA Publication SW-846 (SW-537 for PFAS), testing Methods for Evaluating Solid Waste.

Most investigations can be completed within 4 to 6 weeks of authorization to proceed.

4.7 Data Evaluation

The EGLE has published a series of Generic Cleanup Criteria and Screening Levels under the Part 201 program. Similarly, the Part 213 program utilizes the same criteria, which are referred to as Risk Based Screening Levels. Any investigation where samples are collected will have data reviewed in comparison to the most appropriate EGLE criterion.

To assure sample validity and as required, AKT Peerless will also collect quality assurance and quality control samples in accordance with the EGLE protocols that will generally include collocated, replicate, split, matrix spike/matrix duplicate, field blank, equipment blank, and trip blank samples.

Data evaluation of soil, groundwater, or air/soil vapor samples would typically be completed within the scope of service and timing of a Phase II ESA. However, evaluation of a laboratory analytical dataset can usually be completed in 1 to 2 days after receipt of sample results.

4.8 Risk Based Corrective Action

For many years, risk assessment has been a valuable interpretive tool to define the relative significance of contamination in food, soil, water, and air. Since introduction over a decade ago, risk assessment

methodologies have continued to improve and now provide a valuable tool to reduce costs and close environmentally distressed sites.

Risk-Based Corrective Action (RBCA) requires the identification of specific contaminant levels and allows for the development of site-specific exposure criteria to evaluate risk based on potential exposure pathways. To determine the appropriate cleanup level for a site, sufficient data must be obtained to make reasonable assumptions regarding the nature and extent of the contamination to assess the exposure risk based on the intended use of the site. AKT Peerless' staff is experienced in designing and implementing site investigations including the collection, compilation, and evaluation of environmental data to achieve the following:

- The contaminant distribution at the site;
- The media which are contaminated (soil, air/soil vapor or groundwater);
- The potential exposure pathways based on the media affected and an evaluation of the potential receptors;
- The generation of site specific cleanup criteria when generic criteria are not applicable, and
- Remediation strategies based on the intended site use.

After obtaining site-specific data, risk assessment algorithms can be used to calculate site specific cleanup levels when generic criteria are not appropriate. If the maximum concentrations detected at the site are less than the respective cleanup levels, no further action may be necessary to close the site. For most sites, a risk-based approach will reduce the costs and time required to achieve closure.

Additionally, for new owners who are not liable for existing contamination because a BEA has been conducted, site closure can often be achieved by preparing an Interim Response Designed to meet Criteria (IRDC) or No Further Action (NFA) report rather than a Response Activity Plan (RAP). The IRDC allows for site closure without addressing all the on-site and off-site concerns required by a RAP.

Although risk assessment was once reserved for only costly Superfund sites, today this remedial decision-making tool is increasingly used for sites of all sizes and complexities for setting cleanup criteria.

Schedules for Risk Based Corrective Action are largely driven by the nature and extent of a contaminant.

4.9 Evaluation of Disposal and Remedial Alternatives

An Evaluation of Disposal and Remedial Alternatives contains Site Characterization, Identification of Removal Action Objectives, and Analysis of Removal Action Alternatives. As part of this evaluation, a cleanup work plan will be completed and submitted to the EGLE. The agency will thereafter review and approve the work plan for remedial actions. The work plan will include adequate site characterization, identification of work plan objectives, and an evaluation of various remedial options. These activities typically include two tasks, a remedial investigation (RI) and a feasibility study (FS).

The RI serves as the mechanism for collecting data to characterize site conditions, determine the nature of the waste, assess risk to human health and the environment, and conduct treatability testing to evaluate the potential performance and cost of the treatment technologies that are being considered. The FS is the mechanism for the development, screening, and detailed evaluation of alternative remedial actions.

The RI and FS are conducted concurrently - data collected in the RI influence the development of remedial alternatives in the FS, which in turn affect the data needs and scope of treatability studies and

additional field investigations. This phased approach encourages the continual scoping of the site characterization effort, which minimizes the collection of unnecessary data and maximizes data quality.

The RI/FS evaluation or its equivalent typically includes:

- Information about the site and contamination issues.
- Cleanup standards; applicable laws; alternatives considered; and the proposed cleanup.
- Effectiveness, ability to implement, and the cost of each alternative, including the preferred or proposed cleanup alternative.

Like an RI/FS, and Analysis of Brownfield Cleanup Alternatives (ABCA), provides a comparative analysis of the cleanup alternatives being considered using the criteria of effectiveness, ability to implement and the cost of each alternative. The analysis also considers current land-use restrictions and future land use considerations. These reports recommend the most appropriate cleanup alternative and enables the development of industrial, commercial, and retail components on the subject property which is a direct benefit to the public.

Review and evaluation of disposal and/or remedial alternatives and development of an RI/FS can usually be completed in 2 to 4 weeks.

4.10 Environmental Impact Statements

Environmental Impact Statements (EIS) are reports that outline the predicted environmental effects of an action or project in which the federal government is involved. These statements are often important in environmental regulation and litigation. Environmental impact statements of a necessary or projected activity highlight the significant environmental ramifications of a project, describing alternative actions which also must include no action being taken.

An environmental impact statement for a proposed project outlines in detail the proposed actions, alternative actions (including no action), and the probable environmental ramifications. The EIS must cover all plausible bases, which are generally determined by the rule of reason. If a "reasonable person" would consider an activity sufficiently significant to warrant further discussion, it should be included in the environmental impact statement. The EIS must also give information on the probable impact of alternative actions outside the jurisdiction of the responsible agency.

Although requirements differ between situations, the environmental impact statement must discuss the total impact on the environment. An EIS should consider:

- direct and indirect effects of the project;
- interference with other activities;
- energy and resource requirements;
- conservation and reparation potential;
- preservation of urban, historic and cultural quality, and
- ways to minimize damage.

Environmental Impact Statements can require at least 6 months to complete, and perhaps more, depending on the magnitude of the project.

4.11 Natural Resource Damage Assessments

Natural Resource Damage Assessment (NRDA) is the process where select federal agencies, as well as states and Indian tribes, use to evaluate the impacts of oil spills, hazardous material incidents and hazardous waste sites, and ship groundings on natural resources both along the nation's coast and throughout its interior.

The group of governmental entities, sometimes referred to collectively as natural resource trustees, work together to identify the extent of resource injuries, the best methods for restoring them, and the type and amount of restoration required. In general, an NRDA includes the following items.

- A preliminary assessment to determine whether any impacts have occurred. Scientists may collect data, review scientific literature, and use mathematical models to help predict the effects of the incident on trust resources.
- Injury assessment and restoration planning, during which co-trustees quantify the injuries through scientific and economic studies and then identify potential restoration projects (e.g., beach and shoreline enhancements, creation of desirable habitats, and programs to monitor the recovery of species and habitats).
- Restoration, which aims either to return the injured resources to the original condition, or, if that is not possible, to compensate the public for its losses. During this phase, the co-trustees work with the Responsible Party (the entity whose property or actions caused the injury), who pays for the assessment and restoration and often participates in restoration activities.

The schedule to complete a NRDA is largely dependent upon the nature and extent of the situation and the level of effort that restoration will require.

4.12 Construction Oversight and Management

The purpose of construction oversight and management is to monitor the quality, cost, and rate of completion for the project as it is constructed. This activity includes following.

- Construction Analysis Review through both on-site visits and the review of essential documentation to confirm that the general contractor is building the project in accordance with the construction documents, both as to completeness and to the quality of work and materials.
- Monthly Pay Request Review/Construction Progress Review consisting of the recommendation or approval of the disbursement of funds. The following is a checklist of items to be performed monthly:
 - Observe status of the project and provide written and photographic documentation.
 - Review pay requests and retainage amounts.
 - Assess the percentage of completion and calculate sufficiency of remaining budget.
 - Assess that the percentage completed in the draw schedule is accurate.
 - Recommend payment
- Project Close Out occurs when construction is complete includes a final punch-list and assembly of pertinent documentation including warranties and instruction manuals.

As needed, AKT Peerless can provide these services for projects throughout the State of Michigan, generally on a time and material basis.

4.13 Remedial Action Plans or Response Activity Plans

For select sites, AKT Peerless can design remedial action or response activity plans (RAPs) that identify specific problems in degraded Areas of Concern (AOC) and describe methods for correction. The individual RAP may address soil, groundwater or soil vapor impact from the historic operation of the subject property or notable facilities in the project area. These plans typically include plans, specifications, and drawings for the select remedial activity. Each RAP will be prepared in accordance with EGLE guidelines established in Part 201 of 1994 Public Act 451, as amended.

The actions proposed in these plans will be designed to mitigate exposure by human receptors to the impacted media on the remediation site. Ultimately, the purpose of the remedial action is to obtain a closure of the site release in accordance with current EGLE site use categories.

A RAP can usually be completed in 6 to 8 weeks but may require several months for review and response to EGLE comments (if any).

4.14 Operation and Maintenance of Remediation Systems

AKT Peerless is experienced in all aspects of operating and maintaining soil and groundwater remediation systems as well as vapor mitigation systems. Remediation system performance and media response may also justify a re-evaluation of remedial goals or objectives, in addition to technological advancements that may provide alternative approaches that were not available or considered at the time the system was designed and installed. Typical services that AKT Peerless provides for operations and maintenance (O&M) activities for remediation systems include:

- Preparing O&M manuals
- Developing record keeping systems
- Performing routine O&M duties including staffing routine and daily operations; responding to troubleshooting and repair needs; monitoring system performance; and reporting remediation activities and progress to clients and regulators

AKT Peerless technical staff has experience evaluating the progress of existing remediation systems and costs to identify areas for improvement. A technical review of operating remediation systems is focused on identifying operational improvements, cost-saving measures, and strategies to expedite site closure.

As needed, AKT Peerless can provide these services for projects throughout the State of Michigan, generally on a time and material basis.

4.15 Quality Assurance Project Plans

An approved Quality Assurance Project Plan (QAPP) may be necessary as part of the assessment/cleanup process, particularly with USEPA involvement and on many EGLE projects. AKT Peerless will work with DTMB and EGLE to evaluate this requirement, and as necessary develop and prepare the QAPP in accordance with the guidance presented in U.S. EPA Region V's instructions on the Preparation of a Superfund Division Quality Assurance Project Plan (Based on EPA QA/R-5) and Quality Assurance Guidance for Conducting Brownfields Site Assessments (EPA 540-R-98-038). With its many EPA-approved QAPPs (currently 26 QAPPs approved by EPA, Region V), no other consultant understands this process better than AKT Peerless.

A QAPP can typically be completed for most projects in 1 to 2 weeks but may require several months for comment and approval from the U.S. EPA or EGLE.

4.16 Health and Safety/Sampling Plans

For every project where a hydrogeological investigation or Phase II ESA is proposed, a sampling plan and a contaminant health and safety plan (HASP) will be prepared. The sampling plan will detail the proposed investigation, sampling strategies, protocols, analysis and the overall objective. The HASP will be prepared to outline the possible contaminants and physical hazards to which site assessment or cleanup personnel may be exposed. For any assessment of cleanup project, AKT Peerless will prepare each plan on for review and approval by DTMB.

Contaminant HASP and Sampling Plans can typically be completed for most projects in 1 to 2 weeks (for each).

4.17 PFAS

Because of the potential presence of PFAS in common consumer products and in equipment typically used to collect soil, groundwater, surface water, sediment, and drinking water samples as well as the need for very low reporting limits, special handling and care must be taken when collection samples for PFAS analysis to avoid sample contamination.

AKT Peerless sampling staff will prepare for sampling in the following manner 24 hours prior to sampling:

- Abstain from use of all personal care products 24 hours prior to sample collection.
- Vigorously wash hand using non-detergent PFAS-free soap prior to sampling.
- Wear 100% cotton clothing laundered a minimum of six times without detergent or fabric softener.
- Neoprene boots.

The use of sunscreen, insect repellents, food/beverage waxed containers, or other know PFAS-containing products will not be permitted. Biological hazards (UV from sun, mosquitos, ticks, etc.) may be encountered during sampling, so the elimination of specific clothing materials, sunscreens and insect repellants that are known to contain PFAS is strongly discouraged but may not be possible because it could pose a health and safety hazard to field staff. While the potential for sunscreen, insect repellants, and personal products to contaminate PFAS samples in an active area of research, the personal safety of field staff is of top priority. Therefore, any use of products potentially containing PFAS, including those necessary to ensure the health and safety of field staff, will be recorded in field notes and/or the chain of custody and discussed in the final analytical report.

Before sampling begins, a sampling sequence will be established. To prevent cross-contamination, sampling will start in areas suspected to be least contaminated and continue to areas suspected to be most contaminated. If there is no existing sampling data from the area, potential PFAS sources and transport paths will be reviewed to help inform the best sampling sequence. If multiple samples will be collected in an area where PFAS has been documented, sampling will begin in areas that are known to be upgradient from the suspected source, followed by those that are furthest downgradient. Downgradient locations will be progressively sampled from the furthest downgradient to the closest suspected PFAS source.

Sampling will be conducted in accordance with EGLE General PFAS Guidance and Groundwater PFAS Sampling Guidance. During all handling of sampling equipment and containers, powderless nitrile gloves will be continuously worn during all sample collection and preparation. Additionally, AKT Peerless will request any third parties onsite to maintain a minimum of 50 feet clearance during sample collection.

A field blank will be collected to assess for cross contamination during sampling. The field blank will be collected using PFAS-free water, placed into a laboratory provided container at the selected locations. Additionally, a duplicate sample will be collected on each onsite sampling day, at a rate of no less than one per ten sample locations. A laboratory provided trip blank will accompany all samples throughout the collection and transport process.

Containers will be labeled using ball point pen and double bagged in one gallon Ziploc™ containers. Samples will be stored in a cooler containing one gallon of ice double bagged in Ziploc™ containers and maintained at 6 degrees Celsius.

Most investigations can be completed within 4 to 6 weeks of authorization to proceed.

4.18 Brownfield Plan

An approved Brownfield Plan authorizes the use of tax increment revenue (TIR) to reimburse certain eligible activities (e.g., environmental and non-environmental eligible activities). In accordance with Brownfield Redevelopment Financing Act, Public Act (PA) 381 of 1996, as amended (the “Brownfield Act”), a Brownfield Plan must be approved by the local unit of government. In addition, the Michigan Department of Environment, Great Lakes & Energy (EGLE) and/or Michigan Strategic Fund (MSF) must approve an Act 381 Work Plan in order to utilize TIR from school taxes for reimbursement.

AKT Peerless will identify specific eligible activities and evaluate the level of local and/or state support for reimbursement of those activities. AKT Peerless works with the developer and the developer’s contractors to identify eligible activities from the developer’s construction budget.

AKT Peerless will prepare a tax increment financing (TIF) projection for the Project. This projection will provide the developer with a preliminary assessment of estimated future annual TIR reimbursement. AKT Peerless will use the eligible activity estimates described in the previous section in the TIF projection. In addition, AKT Peerless will work with the local unit of government and the developer to estimate a reasonable projected taxable value for the Project.

Using the eligible activity estimates and the TIF projection, AKT Peerless will prepare a Brownfield Plan and submit the plan to the local Brownfield Redevelopment Authority (BRA). The purpose of the Brownfield Plan is to qualify the redevelopment project for Brownfield redevelopment financial incentives available under the Brownfield Act. AKT Peerless will include the final TIF projection in the Brownfield Plan.

An approved Brownfield Plan is necessary for the BRA to capture the available increase in property taxes that results from construction of the Project. The captured taxes may be used to reimburse development costs for approved eligible activities. Approval of a Brownfield Plan by the local unit of government authorizes TIR reimbursement from local (non-school) taxes. For full reimbursement (from both local and school taxes), state approval of an Act 381 Work Plan is generally required.

4.19 Environmental and Non-Environmental Act 381 Work Plan – EGLE and MSF

After Brownfield Plan approval, the state (EGLE and/or MSF) generally must approve an Act 381 Work Plan for the Project in order to maximize annual Brownfield reimbursement.

In order to apply for incentives from the EGLE and MSF/MEDC, the agencies must scope the Project. The purpose of the scoping is to familiarize the EGLE and MSF/MEDC with the Project vision and financing structure. In addition, the agencies will make a preliminary determination of whether Project activities will qualify for state support.

AKT Peerless will prepare and present a project summary to the EGLE and MEDC. AKT Peerless will schedule and attend the scoping visit and follow up with the EGLE and MEDC staff after the agencies' internal review. If the EGLE and MEDC invite the Project for full application, AKT Peerless will prepare an Act 381 Work Plan.

An Act 381 Work Plan is similar to a Brownfield Plan, but contains substantially more detail about a project, project financing, and a developer. AKT Peerless will prepare and submit an EGLE and MSF Act 381 Work Plan for the use of state school TIR to the BRA, EGLE and the MEDC/MSF for review and approval. In the preparation of the Act 381 Work Plan, specific eligible activities and the level of state and/or local support for those activities (originally identified and evaluated in the Brownfield Plan) may be revised. During preparation and following submittal of this document, AKT Peerless will engage in all necessary discussion and negotiations with the BRA, EGLE and MEDC on the Client's behalf.

The timeline for completing a Brownfield Plan is approximately 2 months. The approval of a Brownfield Plan varies based on the community but typically is approximately 3 months. Environmental and Non-Environmental Act 381 Work Plans are typically completed within 2 months, assuming all environmental testing has been completed and construction budgets have been updated with more detailed and current pricing. The approval process for an Act 381 Work Plan can range from 6-8 months.

AKT Peerless can also provide additional incentives services which may include securing tax abatements for projects with larger financial gaps.

5 Questionnaire

The completed Professional Questionnaire is included in Appendix C.

6 References

Presented in the table below are references of entities that currently utilize AKT Peerless' services for comparable projects including name, contact person address, phone number, and types of service.

AKT Peerless Client References

Client Name, Address, Phone	Dates of Service	Type of Services
Dr. Erik Petrovskis, PhD, PE Meijer 2350 3 Mile Road NW Grand Rapids, Michigan 49544 616-735-7101	2016 – Present	Phase I and II Environmental Site Assessments, Baseline Environmental Assessments, Due Care Compliance, UST Assessment and Closure, Asbestos Services, Waste Management Services and Environmental Compliance
Ms. Sarah Dimitroff City of Bay City 301 Washington Avenue Bay City, Michigan 48708 (989) 894-8159	1998 – Present	EPA Brownfield Assessment Grant Management and Implementation, Pre-Demolition Survey Activities, Phase I and II Environmental Site Assessments, Baseline Environmental Assessments, Documentation of Due Care Compliance Plans, UST Removal, Environmental Work Plan Preparation, Environmental Remediation, Landfill Monitoring, PFAS
Mr. Kurt M. Brauer Warner Norcross & Judd, PLC 2000 Towne Center, Suite 2700 Southfield, Michigan 48075-1318 248-784-5182	2008- Present	Phase I and Phase II Environmental Site Assessments, Baseline Environmental Assessments, Due Care Compliance, Asbestos Surveys, UST compliance and evaluation, PCBs, geophysical surveys, vapor intrusion investigation
Mr. Jason Poll, CPG Michigan Department of Environment, Great Lake, and Energy Remediation and Redevelopment Division State Office Building, 5th Floor 350 Ottawa Avenue NW, Unit 10 Grand Rapids, Michigan 49503-2341 616-446-1263	2019 – Present	Hydrogeological Investigation, vapor intrusion investigation
Mr. Aaron Assmann Michigan Department of Environment, Great Lake, and Energy Remediation and Redevelopment Division State Office Building, 5th Floor 350 Ottawa Avenue NW, Unit 10 Grand Rapids, Michigan 49503-2341 616-430-5275	2017 – 2021	Hydrogeological Investigation, vapor intrusion investigation, design/installation and monitoring of vapor mitigation systems
Mr. Jay Eichberger Michigan Department of Environment, Great Lake, and Energy Remediation and Redevelopment Division State Office Building, 5th Floor 350 Ottawa Avenue NW, Unit 10 Grand Rapids, Michigan 49503-2341 616-446-4043	2021 – Present	Hydrogeological Investigation, vapor intrusion investigation

Client Name, Address, Phone	Dates of Service	Type of Services
Ms. Karen Vorce Michigan Department of Environment, Great Lake, and Energy Remediation and Redevelopment Division State Office Building, 5th Floor 350 Ottawa Avenue NW, Unit 10 Grand Rapids, Michigan 49503-2341 616-439-8008	2017 – Present	Hydrogeological Investigation, vapor intrusion investigation, design/installation and of monitoring of vapor mitigation systems
Timothy Engvall, CEO Tracy Industries 3200 Gausti Road, Suite 100 Ontario, California 91761 909-224-5115	2011- Present	Hydrogeological investigation, remedial investigation/feasibility studies, design and installation of soil and groundwater remediation systems, ongoing operations and maintenance, system performance monitoring
Ms. Amanda Treadwell, PLA Urban Field Planner Southern Michigan – Metro Detroit District Michigan Department of Natural Resources 1801 Atwater Street Detroit, Michigan 48207 313-396-6872	2016 - Present	Remediation of contaminated soil associated with former industrial use of sites; verification sampling to confirm adequate soil remediation; implementation of engineering controls (i.e., direct contact barrier); preparation of pay applications, subcontractor oversight and coordination, invoicing

PART II - COST PROPOSAL

1 Costs

1.1 Billable Rates

The AKT Peerless fee schedules for those typical staff members who may participate in this project is included in **Appendix B**.

1.2 Identification of Personnel and Estimated Compensation

Primary Professional and Subconsultant(s) – Position, Classification & Employee Billable Rates

Please refer to **Appendix B** for Position, Classification and Employee Billing Rate Information for the company and individual staff members who may be assigned to an ISID project.

Fee with Anticipated Hours by Phase – for Individual Assigned Projects

As projects are awarded, AKT Peerless will provide fees with anticipated hours by phase for individual assigned projects.

Reimbursable Expenses – For Individual Assigned Projects

As projects are awarded, AKT Peerless will provide reimbursable expenses for individual assigned projects.

Total, Summarized by Phase – for Individual Assigned Projects

As projects are awarded, AKT Peerless will provide total of the fees and reimbursable expenses by phase- for individual assigned projects.

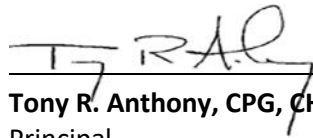
CONCLUSION

AKT Peerless' involvement with government project projects, particularly ISID projects, is extensive, particularly with environmental assessment activities. AKT Peerless partners with local units of government, developers, end users, and community groups to efficiently and cost-effectively manage sites with environmental issues. As a leader in Michigan's environmental programs, AKT Peerless is well experienced in the management and implementation of site assessment, cleanup programs and brownfield redevelopment. With over 30 years of experience, AKT Peerless is excited about the opportunity to assist the Department of Technology, Management & Budget and its sister agencies with this Indefinite Scope Indefinite Delivery Professional Services program.

ENDORSEMENT

AKT Peerless looks forward to working with the Department of Technology, Management and Budget on this program. If you have any questions or require additional information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "T. R. Anthony", written over a horizontal line.

Tony R. Anthony, CPG, CHMM
Principal
AKT Peerless
Farmington, Michigan Office
Phone: 248-615-1333
anthonyt@aktpeerless.com

A handwritten signature in black ink, appearing to read "Robert W. Lambdin", written over a horizontal line.

Robert Lambdin
Director of Operations
AKT Peerless
Farmington, Michigan Office
Phone: 248-615-1333
lambdinr@aktpeerless.com

A handwritten signature in blue ink, appearing to read "Brett Shoaff", written over a horizontal line.

Brett Shoaff
Professional Project Manager
AKT Peerless
Coopersville, Michigan Office
Phone: 248-606-5819
shoaffb@aktpeerless.com

Appendix A

Key Staff Resumes and Organization Chart

Brett A. Shoaff

Senior Geologist/Vice President of Vapor Intrusion Services

Mr. Shoaff has over 25 years of professional experience conducting and managing environmental investigations across the wide spectrum of environmental services. Currently, his main focus is group management and directing vapor intrusion services for AKT Peerless. His areas of expertise include vapor intrusion assessment and mitigation, leaking underground storage tank compliance and reporting, remediation, environmental due diligence, and stormwater management services. Recent project work includes vapor intrusion assessment and mitigation services for State funded projects, and management of leaking underground storage tank sites for a major regional retailer.

EDUCATION

BS: Geology, 1995/ Florida Atlantic University, Boca Raton, Florida

LICENSES/REGISTRATIONS

Industrial Stormwater Operator/ State of Michigan (Certificate #06015)

OSHA 29 CFR 1910.120

40-Hour Hazardous Waste Operations Training

PROFESSIONAL EXPERIENCE

Senior Geologist/Vice President of Vapor intrusion Services

AKT Peerless Environmental Services (current)

Senior Geologist/Group Leader

AKT Peerless Environmental Services

Senior Project Manager

Global Remediation Technologies, Inc., Traverse City, MI

Sr. Geologist and Project Manager

Canopus Environmental Group, Inc., Ypsilanti, MI

Project Manager

Atwell-Hicks, Inc., Brighton, MI

Brett A. Shoaff

Senior Geologist/Vice President of Vapor Intrusion Services

Project Geologist/Environmental Scientist

Atwell-Hicks, Inc., Ann Arbor, MI

Project Geologist

Braun Intertec Great Lakes- Farmington Hills, MI

Environmental Specialist

Rep Associates, Inc., Palm Beach Gardens, FL

AREAS OF EXPERTISE

Vapor Intrusion Assessment and Mitigation

Sub-slab depressurization systems (design, installation and performance monitoring)

Sub-membrane depressurization (design, installation and performance monitoring)

Passive Vapor Barriers (installation oversight and performance monitoring)

Hydrogeological Investigations

Design and implementation of Remedial Technologies including Permeable Reactive Barriers, Electrical Resistance

Soil Heating, Soil Vapor Extraction/Air Sparging, Groundwater Pump/Treat and In-Situ Chemical

Oxidation/Reduction

Aquifer Characterization for Water Supply Development

SUMMARY OF SELECTED PROJECTS

Michigan Department of Environment, Great Lakes, and Energy

Year: 2017 - 2021

Location: (Sparta, MI)

Scope of work: Served as the Project Director for conducting a Phase II environmental assessment of soil, groundwater, and soil vapor in commercial and residential areas adjacent to a former manufacturing facility. Assessment activities included soil boring/monitoring well installation, soil gas well and sub-slab vapor port installation, and sampling and analysis of groundwater, soil gas, and indoor air. Following the assessment phase, sub-slab pressure field testing was conducted, and vapor mitigation systems were designed and installed at two of the adjacent residential properties. Soil gas and groundwater monitoring will continue until 2022.

Michigan Department of Environment, Great Lakes, and Energy

Year: 2017 - 2021

Location: (Various, MI)

Scope of work: Served as Project Director for conducting Phase II ESA and vapor intrusion assessments at **four** former dry-cleaning sites and **two** former industrial sites. Assessment activities included soil boring/temporary well installation, soil gas well and sub-slab vapor port installation, and sampling and analysis of groundwater, soil gas, and indoor air. Following completion of the assessment phase, sub-slab pressure field testing was conducted, and vapor mitigation systems were designed and installed at three of the six sites.

Brett A. Shoaff

Senior Geologist/Vice President of Vapor Intrusion Services

Michigan Department of Environment, Great Lakes, and Energy

Year: 2019 - 2020

Location: (Grand Rapids, MI)

Scope of Work: Assessment of the nature and extent of residual chlorinated volatile organic compounds (cVOCs) on an abandoned former manufacturing site. The assessment was conducted using membrane interface probe and hydraulic profile tool (MiHPT) technology. The results of MiHPT survey at 16 locations was interpreted using 3D data visualization technology and identified multiple zones of residual cVOC-impacted groundwater on the property. The MiHPT results were correlated with laboratory analysis of groundwater samples collected at each of the 16 survey locations. A feasibility study of potential remedial options was prepared and submitted to EGLE for use in planning / budgeting future response actions.

Meijer Inc.- Underground Storage Tanks

Year: 2016 - present

Location: Michigan

Scope of work: Served as Project Director and Senior Project Manager for conducting remedial investigations at **eleven** operating retail gasoline service station/convenience stores. Assessment activities included soil boring and monitoring well installation, soil gas well installation, post-excavation verification sample collection, aquifer slug-testing, and sampling and analysis of soil, groundwater, and soil gas. Responsible for preparation and/or review of initial assessment reports, final assessment reports, quarterly monitoring reports and closure reports in accordance with EGLE Part 213 regulatory requirements.

United States Environmental Protection Agency

Year: 2016-2017

Location: Grand Rapids, Michigan

Scope of work: Served as Senior Project Manager/Field Team Leader for providing emergency response vapor mitigation services at commercial and residential properties affected by releases of tetrachloroethylene from a former dry-cleaning operation. Activities included field diagnostics, design and rapid installation of sub-slab depressurization systems at three commercial properties, seven residential properties and one church.

Tony R. Anthony

Principal, CPG, CHMM, LEEP-AP, CP

A founding partner at AKT Peerless, Mr. Anthony has over 30 years of professional services consulting experience focusing on environmental investigations, remediation solutions and energy efficiency services.

EDUCATION

MS: Civil Engineering / Wayne State University Detroit, Michigan

BS: Geological Sciences, 1985 / The University of Michigan Ann Arbor, Michigan

Graduate Certificate, 1990 / Hazardous Waste Control

CERTIFICATIONS

Certified Hazardous Materials Manager / Academy of Certified Hazardous Materials Managers (Certificate No. 3434)

Certified Professional Geologist / American Institute of Professional Geologist (Certificate No. CPG- 11460)

Licensed Professional Geologist / State of Indiana (Certificate No. 1059)

Registered Environmental Property Assessor / (REPA No. 3828)

Certified Underground Storage Tank Professional / (State of Michigan CP No. 32)

LEED Accredited Professional / (LEED-AP)

Certified Environmental and Safety Compliance Officer / (CESCO 900296944)

EXPERIENCE

Principal

AKT Peerless Environmental and Energy Services (current)

Planning Commissioner

City of Novi, Michigan (current)

Response Activity Review Panel

State of Michigan

Member of Farmington Corridor

Improvement Authority

SKILLS

Environmental due diligence for real estate transactions, mergers, and acquisition.

Remedial investigations, feasibility studies, and remediation.

Underground storage tank compliance and closure.

Brownfield redevelopment strategy and implementation.

Municipal strategy planning and implementation of brownfield and energy efficiency programs.

Jeffrey M. Skendrovic

Group Leader/Sr. Project Manager

Mr. Skendrovic has over 37 years of professional consulting experience conducting and managing various environmental investigations throughout the Midwest, including Superfund and National Priorities List sites located in the western portion of the United States.

EDUCATION

BS: Civil/Environmental Engineering, 1985 /Michigan State University, East Lansing, Michigan

LICENSES/REGISTRATIONS

Hazardous Waste Operations and Emergency Response / OSHA 29 CFR 1910.120 - 40 Hour and Annual 8 Hour Refreshers

Hazardous Waste Operations and Emergency Response / Site Supervisor

Risk Based Corrective Action (RBCA) / Petroleum Release Sites Training

Behavior Based Safety Training (BBS)

PROFESSIONAL EXPERIENCE

Group Leader/Sr. Project Manager

AKT Peerless Environmental (current)

V.P. of Operations/Sr. Project Manager

Superior Environmental Corp

Project Scientist

Canonie Environmental Services Corp

AREA OF EXPERTISE

Remedial Investigations/Feasibility Studies (RI/FS) / Risk-Based Corrective Action Closures

Management of projects requiring knowledge of various drilling techniques, soil classification, monitoring and extraction well design, National Pollutant Discharge Elimination System (NPDES) permitting, data compilation , and technical report preparation. Management of remedial programs with experience in soil and groundwater cleanups, including state-funded cleanups for the Michigan Department of Environment, Great Lakes and Energy (EGLE).

Jeffrey M. Skendrovic

Group Leader/Sr. Project Manager

SUMMARY OF SELECTED PROJECTS

DTMB/EGLE – Various State-Funded Investigation/Cleanup Contracts

Year: 2000 - Present

Location: Various Locations (Michigan)

Scope of Work: Served as key contact with the State of Michigan Department of Technology, Management & Budget and EGLE for various state-funded cleanup contracts, including Project Management Contract, Level-of-Effort Contract, Indefinite-Scope, Indefinite-Delivery Contracts, and Expanded Environmental Triage Contracts.

Confidential Pipeline Company

Year: 2010 - 2015

Location: Southwest Michigan

Scope of Work: Served as a Senior Manager providing environmental support, and emergency response management on a major pipeline release that originated in a wetland area and flowed overland until it reached a creek where it then flowed to the confluence of the creek and a major southwest Michigan river.

Confidential Oil Company

Year: 1990 - 2010

Location: Various Locations (Michigan and Ohio)

Scope of Work: Oversight and management of remedial investigations at various facilities where reported releases had occurred. Prepared remedial action plans, including site closures utilizing risk-based corrective actions, and provided management and oversight of remedial system operation and maintenance activities. Also conducted associated regulatory reporting and customer/consultant/regulatory agency liaison activities.

Confidential Semiconductor Manufacturing Company

Year: 1985 - 1990

Location: Various Locations (Northern California)

Scope of Work: Conducted remedial investigations, assisted in the preparation of site feasibility studies, designed interim remedial measures and prepared final remedial action plans on potentially responsible party (PRP) lead Superfund projects and National Priorities List sites.

Timothy J. McGahey

Vice President Environmental Due Diligence

With more than 20 years of experience, Mr. McGahey helps clients navigate the complexities of environmental regulatory requirements while maintaining a cost-effective and practical approach.

EDUCATION

BS: Environmental Science, 1998 / Aquinas College, MI

CERTIFICATIONS

Certified Hazardous Materials Manager / Academy of Certified Hazardous Materials Managers (Certificate No. 010213)

Leadership in Energy and Environmental Design / LEED Accredited Professional

Certified Environmental Site Assessor of Canada (first US Resident awarded certification)

Health and Safety Training for Hazardous Waste Sites / OSHA Mandated 40-hour training

OSHA 8-Hour Refresher

Michigan Department of Environmental Quality Certified Storm Water Operator (Industrial)

OSHA Confined Space Entrant and Attendant Course

Completed AHERA Asbestos Building Inspector Course

EXPERIENCE

Regional Manager of Operations – Southeast Michigan Region

AKT Peerless Environmental and Energy Services

Member of ASTM E1527 Task Group and Other E50 Task Groups

ASTM International

SKILLS

Evaluating environmental risk at residential, commercial and industrial properties

Federal and State grant program management

Large-scale brownfield redevelopment planning and implementation.

Lender environmental requirements and policy review

SKILLS CONTINUED

Environmental due diligence for real estate transactions, mergers, and acquisition.
Low-income housing redevelopment project requirements
Coordination and technical oversight of environmental assessments
Underground storage tank compliance and closure.
Liaison with regulatory agencies
Phase I Environmental Site Assessments (ESAs)
Environmental Compliance Audits
Hazardous chemical inventory reporting
Grant writing

PROJECT RECOGNITIONS

2010 Phoenix Award (Piquette Square)
2014 Phoenix Award, Peoples Choice, Grand Prize (Cardinal Health)
2015 Renewal Award (Cardinal Health)

Megan M. Napier, P.E.

Vice President of Quality / Regional Business Manager

Ms. Napier has over 20 years of professional services consulting experience focusing on environmental due diligence, remediation solutions, property condition evaluations and brownfield redevelopment.

EDUCATION

BS: Civil/Environmental Engineering, 2000 / Purdue University, West Lafayette, Indiana

CERTIFICATIONS

Professional Engineer / State of Michigan, State of North Carolina, State of Ohio, State of Illinois

Leadership in Energy and Environmental Design / (LEED) Accredited Professional

Michigan Asbestos Inspector

Hazardous Waste Operations Training / OSHA 29 CFR 1910.120-40 Hour

AHERA Asbestos Inspector and Management Planner Courses

ASTM International Property Condition Assessments

EXPERIENCE

Vice President of Quality / Regional Business Manager

AKT Peerless Environmental and Energy Services (current)

Group Leader/Project Manager

AKT Peerless Environmental and Energy Services

Environmental Engineer

AKT Peerless Environmental and Energy Services

Staff Engineer

MACTEC Engineering and Environmental Services, Inc.

SKILLS

Evaluating the potential environmental risk at commercial, industrial, and residential property

Management of federal environmental grant and loan programs

Coordination and technical oversight of environmental assessments

Liaison with regulatory agencies

Preparation of bid documents for large scale demolition projects

Assessment of commercial and multi-family residential facilities in support of property condition

Assessments and construction loan monitoring programs

Asbestos building inspections

Robert W. Lambdin

Director of Operations

Mr. Lambdin has over 40 years of experience in environmental due diligence, site remediation, property condition assessments, and indoor air quality including in-house support for the electric generation and banking industries.

EDUCATION

BS: Agriculture, 1980 / Michigan State University, East Lansing, Michigan

CERTIFICATIONS

Hazardous Waste Operations and Emergency Response / OSHA 29 CFR 1910.120-40 Hour

Hazardous Waste Operations and Emergency Response / Site Supervisor 1992

NIOSH 582 Equivalent

Risk Based Corrective Action / ASTM ES38-94, 1995

EXPERIENCE

Director of Operations

AKT Peerless Environmental and Energy Services (current)

Product Quality Leader

Atwell-Hicks Land Development Consultants

Group Leader

Atwell-Hicks Land Development Consultants

Environmental Affairs Specialist

National Bank of Detroit

Project Manager

BCM Engineers

Assistant Test Engineer

Public Service Electric & Gas

SKILLS

With many years of technical experience in the environmental, nuclear, and banking industries, Mr. Lambdin's particular areas of expertise include the following:

- ◆ Managed the permanent closure of approximately 100 petroleum storage tanks for private clients, an automotive research center, and for a major Michigan bank.
- ◆ Acted as the Environmental Affairs Specialist for one of Michigan's largest financial institutions involving residential, commercial, and industrial properties.
- ◆ Operational management for staff and projects for one of Michigan's premier environmental and construction consulting companies.
- ◆ Conducted asbestos surveys on 200 commercial, industrial, and residential properties as well as several large hospitals.
- ◆ Managed and coordinated remediation projects involving petroleum product contaminated soil and groundwater.
- ◆ Personally, conducted and coordinated numerous environmental subsurface soil investigations.
- ◆ Air monitoring at residential buildings, commercial buildings, and schools during asbestos abatement projects.
- ◆ Indoor and ambient air quality analyses for volatile organic and semi-volatile organic compounds as well as fugitive dust emissions.
- ◆ Coordination of an underground storage tank management program for an automotive research and development center.
- ◆ Performed hundreds of environmental evaluations for real estate property transfers.
- ◆ Interaction with state and federal environmental regulatory agencies for site remediation and disposal projects.
- ◆ Conducted and/or managed several hundred property condition assessments.
- ◆ Conducted environmental compliance audits for automotive research facilities, industrial sites, and retail product distribution centers.
- ◆ Provided witness testimony as a member of a financial institution for a trust real estate holding and the operation and management of an underground storage tank system.
- ◆ Evaluate project viability and conduct progress reporting for construction projects.
- ◆ Preparation of feasibility analyses for environmental remediation projects.
- ◆ Evaluation of sites for vapor intrusion and installation of vapor mitigation systems.
- ◆ Emergency Planning and Community Right to Know programs for automotive research facilities, industrial sites, and retail product distribution centers.
- ◆ Specialized training for spill plans, asbestos, and hazardous waste contingency planning.
- ◆ Generation of various state and federally mandated spill prevention, control and countermeasure plans for industrial sites, petroleum marketers, automotive facilities, and retail distribution centers.
- ◆ Environmental compliance management and assessments for automotive research and development and industrial facilities.
- ◆ Coordinated the polychlorinated biphenyl management program for an automobile manufacturer including a spill remediation at an electrical transformer substation.
- ◆ Participated in the environmental support for fossil fuel and nuclear powered electrical generation facilities.
- ◆ Coordinate health and safety issues pertaining to environmental projects.
- ◆ Conducted mold evaluations for various commercial and residential properties.

Eric D. Ehlers

Senior Geologist

With more than 30 years of experience, Mr. Ehlers helps clients navigate the complexities of environmental regulatory requirements while maintaining a cost effective and practical approach.

EDUCATION

BS: Geology, with Environmental Geosciences Option, 1992 / Michigan State University, MI

CERTIFICATIONS

Professional Geologist / State of California Board of Professional Engineers, Land Surveyors, and Geologists (License No. 8294)

Health and Safety Training for Hazardous Waste Sites / OSHA mandated 40-Hour training)

Hazardous Waste Operations Site Supervisor Training for Hazardous Waste Sites / (OSHA-mandated 8-hour training)

OSHA 8-Hour Refreshers

EXPERIENCE

Senior Geologist

AKT Peerless Environmental and Energy Services (current)

SKILLS

Evaluating environmental risk at residential, commercial and industrial properties

Federal and state grant program management

Brownfield redevelopment

Lender environmental requirements

Coordination and technical oversight of environmental assessments

Liaison with regulatory agencies

SKILLS CONTINUED

Coordination and technical oversight of environmental assessments

Liaison with regulatory agencies

Phase I Environmental Site Assessments (ESAs)

Phase II Subsurface Investigations

Soil and groundwater remediation system design, installation and operation

Louis F. Stultz

Group Leader

Mr. Stultz brings almost 30 years of professional experience in environmental consulting services. His expertise is in environmental due diligence, remedial investigations, and remediation systems.

EDUCATION

BS: Geology, 1994 / Eastern Michigan University

CERTIFICATIONS

OSHA / 40-Hour HAZWOPER Class and subsequent 8-hour refreshers

Asbestos Inspector / (Accreditation #A 14344) and subsequent 4-hour refreshers

Risk Based Corrective Action Petroleum Sites / (MDEQ – RBCA Training)

Assessment / Remediation of Petroleum Hydrocarbons / (Training – Private Contractor)

SARA Title III; Tier Two Reporting/Training

EXPERIENCE

S.E. Michigan Regional Manager Industrial Services Director

AKT Peerless Environmental Services (current)

Senior Project Manager

Canopus Environmental Group, Inc.

Project Manager

Atwell-Hicks, Inc.

Project Geologist

Snell Environmental Group, Inc.

Geologist

Aqua-Terra, Inc.

SKILLS

Part 201 Environmental Due Diligence, including Phase I & II ESAs and BEA/DCPs

SKILLS CONTINUED

Part 213, Leaking Underground Storage Tank guidelines, removal and reporting

Report writing under P.A. 451, Parts 201 and 213

Brownfield Consulting Services

Developing standard procedural guidelines, including work plans, USEPA QAPP, HASP & SAP documents

Asbestos building inspections

Environmental building assessments (Hazardous Materials Surveys) conducted in preparation of intended demolition activities prior to site redevelopment

Conducting environmental compliance audits and preparing SPCC and SWPP plans

Jessica Cory

Senior Project Manager / Group Leader

Ms. Cory has 20 years of professional consulting experience focusing on environmental due diligence, brownfield redevelopment, and federal environmental grant programs.

EDUCATION

BS: Environmental Studies and Applications, 2003 / Michigan State University, East Lansing, MI

LICENSES/REGISTRATIONS

Michigan Asbestos Inspector / Accreditation Number A34295
Hazardous Waste Operations Training / OSHA 29 CFR 1910.120- 40-Hour
AHERA Asbestos Inspector Course
AHERA Asbestos Management Planner Course

PROFESSIONAL EXPERIENCE

Senior Project Manager / Group Leader
AKT Peerless Environmental (2014-current)

Project Manager
AKT Peerless Environmental (2009-2014)

Environmental Consultant
AKT Peerless Environmental (2004-2009)

Project Scientist
Innovative Environmental Solutions (2003-2004)

AREA OF EXPERTISE

Environmental Due Diligence
Seventeen plus years of evaluating potential risk at hundreds a commercial, industrial, and residential properties.

Remediation and Brownfield Redevelopment
Managing and coordinating field investigations including soil, groundwater, and soil gas sampling and the evaluation of the data to identify costs effective options that allow for the safe use and/or redevelopment of contaminated properties.

Federal and State Environmental Grant Programs
Management of various assessment and cleanup grants.

Jessica Cory

Senior Project Manager / Group Leader

SUMMARY OF SELECTED PROJECTS

Riverfront Redevelopment

Year: 2015/2016

Location: (Detroit, Michigan)

Scope of Work: Served as project lead for the redevelopment of 9 acres near the Detroit River. The property was utilized for heavy industrial/manufacturing purposes from as early as the 1880s until the 1980s. In addition, at least 20 USTs/ASTs were documented for the property. Documentation on how the former structures were decommissioned, possible buried fill/building foundations, removal of storage tanks, etc. was not available. These factors combined with the likely soil/groundwater contamination presented hurdles in not only developing preliminary redevelopment costs, but also determining appropriate future land use and suitable structures.

AKT Peerless' subsurface investigation included (1) a geophysical survey, (2) the excavation of dozens of exploratory trenches (test pits) throughout the property ranging in length from 5 feet to over 60 feet in length, (3) supervising a preliminary geotechnical investigation during test pitting activities, and (4) the advancement of soil boring/monitoring wells. Information obtained from AKT Peerless' preliminary assessments are being used by the future Owner/Developer to develop appropriate site development plans based on the geotechnical and environmental conditions at the property.

Allen Park Garage

Year: 2014-2021

Location: (Allen Park, Michigan)

Scope of Work: Allen Park DDA acquired a dilapidated/vacant auto service garage to assist with marketing the property for redevelopment as part of their streetscape program. AKT Peerless conducted a Phase I ESA and Phase II ESA of the property which revealed the property formerly operated as a fueling station, the potential existed for abandoned USTs to be present, and soil/groundwater contamination existed as levels suggesting a release(s) from the former use and USTs. AKT Peerless organized a meeting with the property owner and EGLE to discuss practical solutions to assist in the redevelopment of the property. As a result, Refined Petroleum Funds (RPF) were secured, which allowed for the demolition of the dilapidated building and the removal of over 6,000 tons of contaminated soil, both on and offsite. A Part 213 unrestricted residential closure was ultimately received in 2021 allowing the DDA to market the property without future land use restrictions.

Orchard Street Redevelopment

Year: 2015-2020

Location: (Dearborn, Michigan)

Scope of Work: The City of Dearborn acquired a blighted industrial property through tax reversion in 2013 with the intent to prepare the site to be publicly offered to developers to build housing to compliment the surrounding residential neighborhood. The City hired AKT Peerless to conduct a Phase I ESA and Phase II ESA of the property to evaluate potential environmental risks associated with the property prior to redevelopment. Results of the assessments revealed an area of chlorinated solvent contamination. The City acquired an EPA Revolving Loan Fund in 2017 to assist with hazardous material abatement in the building to support demolition of the property as well as what was thought to be a small remedial excavation to remove identified chlorinated solvent contamination. However, through supplemental subsurface investigations by AKT Peerless in consultation with EGLE, it was revealed the chlorinated solvent contamination was deeper and more widespread than originally thought, and possibly migrating offsite. What started as a single contaminated soil boring location turned into an estimated 7,000 tons of contaminated soil being removed from the property. Despite numerous challenges, AKT Peerless worked diligently with the City of Dearborn, EGLE, remediation contractors, and offsite property owners to develop a plan to remove the identified contamination to below EGLE's Site Specific Criteria. As a result of this collaboration, an Unrestricted Residential No Further Action (NFA) was achieved in 2020.

Jon A. Hirschenberger

Group Leader (CPG)

A member of AKT Peerless' senior staff, Mr. Hirschenberger has over 20 years of environmental consulting experience providing knowledgeable and economical solutions to its private, commercial, municipal, and regulatory clients.

EDUCATION

BS: Environmental Geological Sciences, 2002 / Michigan State University, East Lansing, MI

CERTIFICATIONS

American Institute of Professional Geologists / Certified Professional Geologist (C.P.G)

OSHA 29CFR 1910.120 / 40-Hour Hazardous Waste Operation Training (with annual refreshers)

ASTM Risk-Based Corrective Action Training Applied at Petroleum Release Sites / October 2005

CPR and First Aid Certification

Certified Industrial Storm Water Management Operator / Michigan Department of Environmental Quality
No. I-09462

EXPERIENCE

Geologist/Project Manager

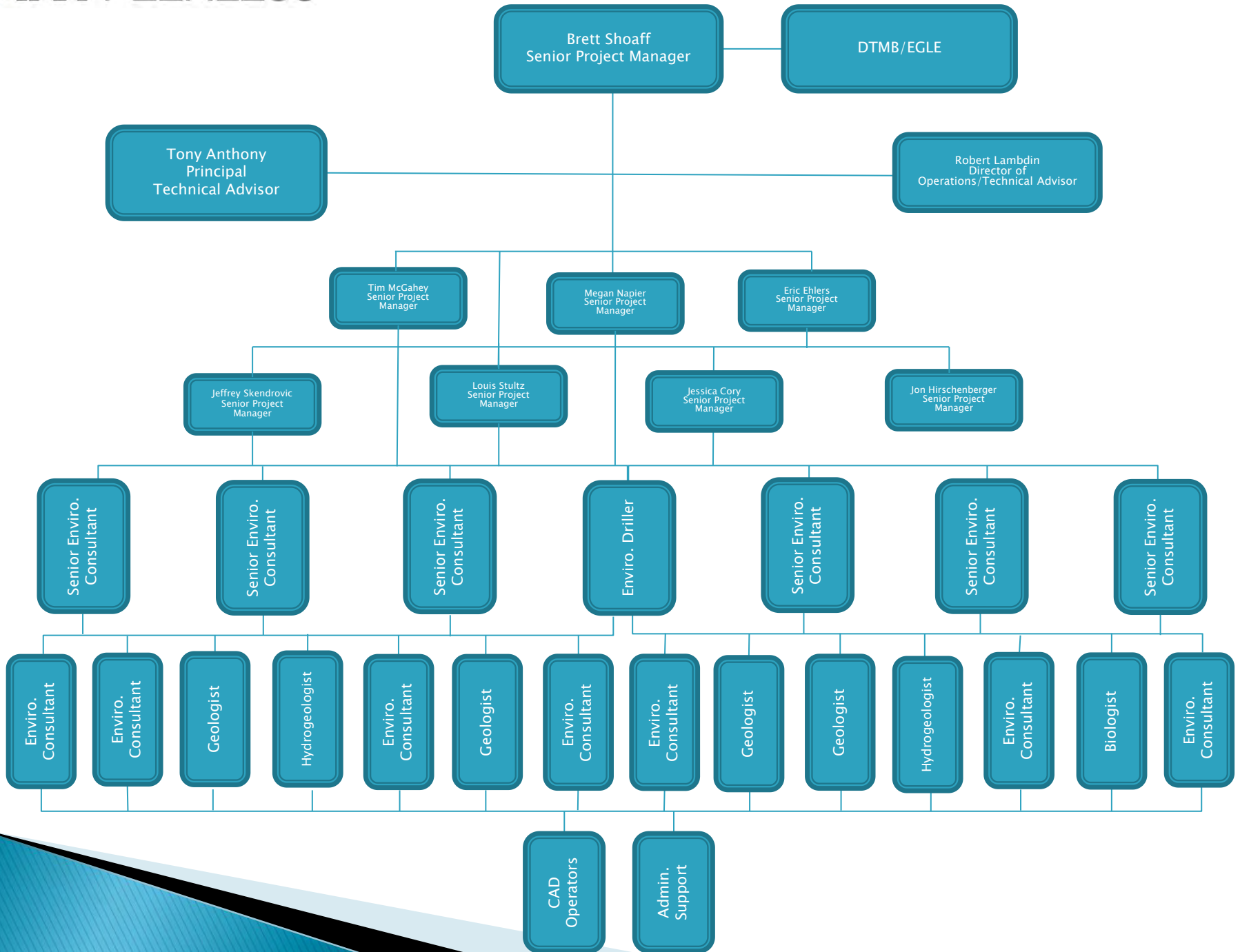
AKT Peerless Environmental Services (2003-2015)

Group Leader

AKT Peerless Environmental Services (current)

SKILLS

Evaluating potential environmental and human exposure risks at commercial, industrial, and residential properties
Preparation of and completion of Part 213 underground storage tank (LUST) reports
Design, install, maintain and operate remediation systems for soil and groundwater cleanup
Maintain direct correspondence with client and regulatory agency
Preparation and completion of Phase II and Baseline Environmental Assessment (BEA) Reports
Coordination and oversight of soil and groundwater field investigations
Preparation of proposals, cost estimating and bids specifications
Oversight of UST removal, cleanup, and drilling contractors
Interpretation of laboratory analytical results



Appendix B
Billing Rates
and
Position, Classification and Employee Billing Rate
Information

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION
2023 ENVIRONMENTAL ISID

Professional's Name **AKT Peerless Environmental Services, LLC**

Yearly Percentage Billing Rate Increase **0%**

Level	Employee(s) Name	Position/Classification	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
P4	Brett Shoaff**	Senior Project Manager	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180
P4	Tony Anthony**	Principal/Technical Advisor	\$ 210	\$ 210	\$ 210	\$ 210	\$ 210
P4	Jeffrey Skendrovic**	Senior Project Manager	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180
P4	Timothy McGahey**	Senior Project Manager	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180
P4	Megan Napier, PE**	Senior Project Manager	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180
P4	Robert Lambdin**	Technical Advisor	\$ 210	\$ 210	\$ 210	\$ 210	\$ 210
P4	Eric Ehlers, PG**	Senior Project Manager	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180
P4	Louis Stultz**	Senior Project Manager	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180
P4	Jessica Cory**	Senior Env. Consultant I	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180
P4	Jon Hirschenberger**	Senior Project Manager	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180
P4	Tim Cook	Senior Env. Consultant II	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140
P4	Brian Westhoff	Senior Env. Consultant II	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
P4	Sean Robinson	Senior Env. Consultant I	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140
P4	Jeremy Fox	Senior Env. Consultant I	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140
P4	Michael Turnbull	Senior Env. Consultant I	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140
P4	Rick Verstrate	Project Manager II	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
P4	Michael Bensing	Project Manager II	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
P3	Joseph Bolin	Project Manager II	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
P4	Jeffrey Carr	Senior Env. Consultant I	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140
P4	Julie Barton	Senior Env. Consultant I	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140
P4	Karl Primdahl	Project Manager II	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
P3	Scott Wasielewski	Project Manager II	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
P3	Kyle Sayyae	Project Manager II	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
P3	Colin Holsinger	Project Manager II	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125
P4	Robert Ross	Construction Consultant I	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
P3	Matt Burmann	Environmental Consultant I	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
P2	Carl Rogers	Environmental Consultant II	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90
P2	Rachel Stenzel	Environmental Consultant II	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90
P2	Andrew Furton	Environmental Consultant II	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90
P2	Kriss Putnins	Environmental Consultant II	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90
P2	Karlee Harding	Environmental Consultant II	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90
P2	Kammie Niswander	Environmental Consultant II	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90
P2	Kelly Streich	Environmental Consultant II	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90
P1	Nikolajs Pone	Environmental Consultant III	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70
P2	Jacquelyn Luta	Environmental Consultant III	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80
P1	Rachel Merz	Environmental Consultant III	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70
P1	Chelsea Merarnic	Environmental Consultant III	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70
P1	Connor Jenkins	Environmental Consultant III	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70

** Key Project Personnel

** Key Project Personnel

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

Firm Name: AKT Peerless Environmental Services, LLC

Yearly Percentage Billing Rate Increase 0%

Level	Classification	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
P4	Principal/Technical Advisor**	\$210	\$210	\$210	\$210	\$210
P4	Senior Project Manager**	\$180	\$180	\$180	\$180	\$180
P4	Senior Engineer**	\$160	\$160	\$160	\$160	\$160
P4	Senior Environmental Consultant I**	\$140	\$140	\$140	\$140	\$140
P4	Senior Environmental Consultant II	\$125	\$125	\$125	\$125	\$125
P4	Project Manager I	\$125	\$125	\$125	\$125	\$125
P3	Project Manager II	\$125	\$125	\$125	\$125	\$125
P3	Environmental Consultant I	\$100	\$100	\$100	\$100	\$100
P3	Environmental Consultant II	\$90	\$90	\$90	\$90	\$90
P2	Environmental Consultant II	\$90	\$90	\$90	\$90	\$90
P2	Environmental Consultant III	\$80	\$80	\$80	\$80	\$80
P1	Environmental Consultant III	\$70	\$70	\$70	\$70	\$70
P2	Biologist	\$90	\$90	\$90	\$90	\$90
P3	Brownfield Specialist I	\$160	\$160	\$160	\$160	\$160
P2	Brownfield Specialist II	\$120	\$120	\$120	\$120	\$120
T2	Brownfield Specialist III	\$90	\$90	\$90	\$90	\$90
P2	Geologist II	\$90	\$90	\$90	\$90	\$90
P1	Geologist I	\$75	\$75	\$75	\$75	\$75
P3	Construction Consultant I	\$100	\$100	\$100	\$100	\$100
P2	Construction Consultant II	\$80	\$80	\$80	\$80	\$80
T2	CAD Operator	\$80	\$80	\$80	\$80	\$80
T3	Environmental Driller	\$125	\$125	\$125	\$125	\$125
T2	Environmental Technician II	\$90	\$90	\$90	\$90	\$90
T1	Environmental Technician III	\$70	\$70	\$70	\$70	\$70
TS	Technical Support	\$60	\$60	\$60	\$60	\$60

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

** Key Project Personnel

Appendix C.1

Professional Questionnaire



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

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

ARTICLE 1: BUSINESS ORGANIZATION

1. Full Name: AKT Peerless Environmental Services, LLC (AKT Peerless)

Address: 22725 Orchard Lake Road, Farmington, Michigan 48336

Telephone and Fax: : 248-615-1333; Fax 248-615-1334

Website: www.aktpeerless.com E-Mail: shoaffb@aktpeerless.com

SIGMA Vendor ID: CV0045229

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: The following AKT Peerless offices will assist in performing the work statewide: 1) 22725 Orchard Lake Road, Farmington, MI 48336; 2) 333 W. Fort Street, Suite 1410, Detroit, MI 48226; 3) 50 64th Avenue S, Suite C, Coopersville, MI 49404; 4) 302 River Street, Manistee, MI 49660 and 5) 214 Janes Avenue, Saginaw, MI 48607

If awarded a contract and / or subsequent assignment(s), state the specific SIGMA business address which you would like associated for all communication (Contracts, Contract Order, Contract Modifications and Payments): 22725 Orchard Lake Road, Farmington, Michigan 48336

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include persons name, title, address, email and phone number. Brett A. Shoaff Vice President, 50 64th Avenue S, Suite C, Coopersville, Michigan 49404, shoaffb@aktpeerless.com, 248-606-5819; Megan M. Napier, PE, Regional Manager, 22725 Orchard Lake Road, Farmington, Michigan 48336, napierm@aktpeerless.com, 248-302-1289; Robert W. Lambdin, Director of Operations, 22725 Orchard Lake Road, Farmington, Michigan 48336, lambdinr@aktpeerless.com, 248-615-1333.

2. Check the appropriate status:

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

Explain: Click or tap here to enter text.

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: AKT Peerless is a Michigan Corporation incorporated on January 1, 2001.

Include a brief history of the Professional's firm: AKT Peerless is a full service environmental and construction consulting firm focused on environmental due diligence, brownfield redevelopment, remediation services, industrial hygiene, construction consulting and economic incentives. Peerless Environmental Services and AKT Environmental Consultants, both Michigan Corporations, were incorporated in 1989 and 1992, respectively, then combining to form AKT Peerless in 2001. AKT Peerless maintains offices in Detroit, Farmington, Manistee, Coopersville and Saginaw Michigan; Naperville and Springfield, Illinois; Atlanta, Georgia; Cleveland and Columbus Ohio, and El Cerrito, California.

3. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. Attached in Appendix A.
4. Has there been a recent change in organizational structure (e.g., management team) or control (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. In 2022, AKT Peerless hired the employees of Superior Environmental and purchased most of the hard assets of the organization. The biggest change has been an increase of staff capable of supporting this ISID contract in the Western Michigan geographic area.
5. Provide a four year rate schedule per position. Attached as Appendix B.

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

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

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

Abatement

☒ Brownfield Development

☐ Ecological Risk Assessment / Forestry and Land Management / Wetland

Mitigation / Streams and Lakes Restoration

☒ Environmental Investigation / Characterization / Pilot Tests / Feasibility Study

☒ Environmental / Roto Sonic Drilling / Well Abandonment

☒ Ground Penetrating Radar (GPR) / Laser-Induced Fluorescence (LIF) Field
Screening

- ☒ Landfill Maintenance / Monitoring
- ☐ Nuclear Waste Management / Disposal / Remediation
- ☒ Per-& Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation
- ☒ Phase I / Phase II / Baseline Environmental Assessments
- ☒ Remediation Systems Design / Construction Oversight / O&M / Decommissioning
- ☐ Specialty Sub-Surface / Utility Inspection / Sewer Camera / Cleaning
- ☒ Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition / Soil Excavation / Closure
- ☒ Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

ARTICLE 3: PROJECT LOCATION

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

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

ARTICLE 4: CONTRACT UNDERSTANDING

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

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

If yes, explain: AKT Peerless has been involved with the ISID program since 2011. Beginning in 2022, AKT Peerless started to participate in Michigan Department of Technology, Management and Budget 2022 Expanded Triage program through the Michigan Department of Environment, Great Lakes and Energy (EGLE). Since that time, AKT Peerless has conducted and completed numerous projects through the ISID and Triage programs in several of the EGLE districts.

ARTICLE 5: CAPACITY AND QUALITY

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

The project staff initially assembles the report in its entirety including all attachments, text, figures, tables, laboratory analytical results, photographs, etc. Next, the project manager conducts their initial technical review. The project manager confirms that the scope of work is consistent with the reported documentation of the project activities. Once this technical review is completed, the project staff completes any necessary revisions and assembles the final document. Lastly, office staff review the report to ensure that it is a complete document with the correct attachments, appendices etc. present in the proper order. This process constitutes the final administrative review. At this point, the DRAFT document is made available for the client to review and provide comment(s) in advance of the ultimate end use

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

Yes ☒ No ☐

If yes, explain: Since 1989, a single claim has been filed: AKT Peerless Environmental Services, LLC Plaintiff v Patti Mercer, Bradley Shepler and Mercer Group TC, LLC Defendant on 02/04/2016, and counter-claim. The case was dismissed on 05/04/2016, by the State of Michigan 13th Judicial District. Both parties settled out of court and the claim was closed on 07/05/2016.

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

Yes ☒ No ☐

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

The state agency acting as the main entity on a particular project will want to conduct some activity for which AKT Peerless is able and qualified to perform. That state agency will generally develop a scope of services to be conducted, in turn reaching out to AKT Peerless for related fees and schedule. The DTMB Design and Construction Division in turn acts as the contracting agency between the applicable state agency, in this case the Michigan Department of Environment, Great Lakes and Energy, and AKT Peerless.

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

During bidding for an environmental project, any bidder that suggests a substitution must fully demonstrate the equivalent characteristics of the proposed change. Safety Data Sheets, product technical specifications, and a detailed explanation of why the substitution is being proposed must be submitted to AKT Peerless. The submitted documentation is then reviewed by the appropriate in-house technical experts. For items of a significant nature, AKT Peerless will solicit agreement from the applicable state agency.

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

During construction or investigative phases of environmental project implementation, a contractor that proposed a substitution must fully demonstrate the equivalent characteristics of the proposed change. Safety Data Sheets, product technical specifications, drawing modifications and a detailed explanation of why the substitution is being proposed must be submitted to AKT Peerless. The submitted documentation is then reviewed by the project team and the appropriate in-house technical experts. If the documentation is favorable, AKT Peerless will approach the applicable state agency for which the project is being conducted, to solicit support of the change. Plan modifications will be approved in writing to the contractor with all supporting information incorporated into the overall project documentation.

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

All environmental projects have significant milestones and tasks to complete. With varied and effective means available, effective communication is easily achieved. AKT Peerless has land-line telephones, cellular telephones (with text and e-mail capability), Outlook-based e-mail, and facsimile equipment available. As desired by the agency, AKT Peerless can utilize one or more methods to maintain consistent and dependable communication on project status.

- 5.8 Does your company have an FTP or similar site for quick posting and distribution of information, drawings, field inspection reports, and other communications?

Yes ☒ No ☐

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

The overall environmental project objective is determined then a scope of work developed to complete the task. Plans, drawings, and physical measurements are evaluated, from which a list of labor and materials is developed. Using a spreadsheet program, the unit cost for labor and materials are entered and total costs tabulated. Technical staff review and revise cost estimates as needed throughout the project, with cost amendments implemented, as necessary.

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

All vendors and contractors are given detailed guidance on the planned scope of work. The vendors are presented a contract and unless there are completely unforeseen circumstances, the vendor is specifically directed by AKT Peerless staff as to exactly what work will be conducted. Field staff oversee and direct contractors for adherence to project implementation and schedule. Deviations are reported immediately to the project manager and expeditiously communicated to vendor management.

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

On most environmental projects, construction administration is generally between 7.5 and 10% of the project budget.

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

Depending upon the individual project scope of work, approximately 20% of the assigned work will be conducted by sub-consultants and will likely include laboratory analytical services and environmental database searches, to the extent needed.

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

5-7 Business Days/1 Week Days/Weeks

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

Construction bidders on environmental projects are given a specific time in which to respond. Generally, unless there is an established working relationship, references are requested and checked. Only those who respond in the specified timeframe and with satisfactory references, are accepted.

5.15 Describe your experience with similar ISID contracts.

AKT Peerless' initial experience with an ISID contract dates back to 2011 and involved being contacted by the DTMB regarding pre-demolition asbestos and hazardous materials inspections of abandoned residential dwellings in Detroit. Working with the DTMB, the Michigan Land Bank, and EGLE, a scope of work was established, and project costs/schedule were developed. The project went smoothly and was completed within the specified budget and timeframe. Since that time, due to existing relationships with staff members of EGLE's Remediation and Redevelopment Division, AKT Peerless has been selected to conduct evaluations of leaking underground storage tank (UST) sites, UST removal projects, due diligence projects for State acquisition of real property, localized site remediation, vapor intrusion investigations and the installation, maintenance, and monitoring of vapor mitigation systems. Furthermore, AKT Peerless was selected to participate in the overall 2022 Expanded Triage program to evaluate leaking underground storage tank sites throughout southern Michigan. AKT Peerless' believes, the ISID program is a tremendous platform to implement state-funded environmental investigation and remediation programs.

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

Any request for additional compensation is first evaluated to determine if there is actually a change in the scope of work. Unless there is a structural or safety consideration, the contractor is generally not allowed to proceed with any change, unless authorized. If determined to be reasonable, the change is communicated to project management and subsequently to the applicable state agency. Once approved by the agency and project management, the approval is maintained as part of project documentation. Unforeseen physical or safety considerations are generally acceptable and authorized to avoid property damage or physical injury.

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

☒ Yes

☐ No

Included in Appendix C.

ARTICLE 6: PERSONNEL STAFFING

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

☒Yes ☐No

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

Key Personnel 1

Name: Brett A. Shoaff

Job Title: Senior Project Manager / Vice President of Vapor Intrusion Services

Labor Classification: Level 4

College Degree(s): Bachelor of Science

Has this individual successfully completed 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training with an up to date 8-hour HAZWOPER refresher training? ☒Yes ☐No

Key Personnel 2

Name: Tony R. Anthony

Job Title: Principal/Technical Advisor / Principal/VP of PFAS Services

Labor Classification: Level 4

College Degree(s): Master of Science

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

Key Personnel 3

Name: Jeffery M. Skendrovic

Job Title: Senior Project Manager / Group Leader

Labor Classification: Level 4

College Degree(s): Bachelor of Science

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

Key Personnel 4

Name: Timothy McGahey, CHMM

Job Title: Senior Project Manager / VP of Due Diligence

Labor Classification: Level 4

College Degree(s): Bachelor of Science

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

Key Personnel 5

Name: Megan Napier, P.E.

Job Title: Senior Project Manager / Regional Manager

Labor Classification: Level 4

College Degree(s): Bachelor of Science

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

Key Personnel 6

Name: Robert Lambdin

Job Title: Technical Advisor / Director of Operations

Labor Classification: Level 4

College Degree(s): Bachelor of Science

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

Key Personnel 7

Name: Eric Ehlers

Job Title: Senior Project Manager / Group Leader

Labor Classification: Level 4

College Degree(s): Bachelor of Science

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

Key Personnel 8

Name: Louis Stultz

Job Title: Senior Project Manager / VP of Industrial Services/Group Leader

Labor Classification: Level 4

College Degree(s): Bachelor of Science

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

Key Personnel 9

Name: Jessica Cory

Job Title: Senior Environmental Consultant / Group Leader

Labor Classification: Level 4

College Degree(s): Bachelor of Science

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

Key Personnel 10

Name: Jon Hirschenberger

Job Title: Senior Project Manager / Group Leader

Labor Classification: Level 4

College Degree(s): Bachelor of Science

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

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

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

6.5 Are the resumes for the key personnel provided? ☒Yes ☐No

Included in Appendix A.

ARTICLE 7: SPECIAL FACTORS

Include a brief description of your firm's special qualifications such as awards, recognitions, innovations, etc. that would pertain to this RFP. (As examples: any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm appropriate to this project, financial capacity, etc. Respondents may say anything they wish in support of their qualifications). AKT Peerless has also received numerous awards for its successful brownfield and site redevelopment efforts. Most recently the Cardinal Health Medical Distribution Center in Detroit was recognized in 2015 with several national awards for excellence in Brownfield Redevelopment. A national panel of industry experts selected the project for the Phoenix Award (Region 5) and Grand Prize (best project in the country), and it was also recognized by Brownfields Conference participants for the People's Choice Award. The project was selected by a second panel of national experts to receive the Renewal Award for Environmental Impact. This project transformed 80 blighted parcels into a state-of-the-art medical distribution center. Additionally, in 2015, the USEPA Region 5 selected the Uptown at River's Edge in Bay City, Michigan for outstanding contributions to brownfields site redevelopment. The 43-acre riverfront redevelopment has radically changed a blighted and contaminated industrial site into a vibrant, mixed-use urban environment. Refer to Section 2.5 Project Experience in the Response to RFP document for a complete listing of AKT Peerless' awards and recognitions.

ARTICLE 8: EXPERIENCE

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

Project 1 Reference Information

Project Name: Grandview Commons

Project Address: 7905-7961 Grand Street

Key Personnel: Jeremy Fox and Brett Shoaff

Project City / State / Zip: Dexter, Michigan 48130

Contact Name / Phone Number / Email Address: Steve Brouwer, 734-426-9980, stevebrouwer@arbrouwer.com

Project Description: The Grandview Commons project is currently under construction in downtown Dexter, Michigan. The project includes the construction of 76 condominium townhomes, brownstones and apartments on a property that was previously utilized for industrial purposes. AKT Peerless performed environmental due diligence (Phase I ESA, Phase II ESA, BEA, and Documentation of Due Care Compliance), remediation and vapor mitigation services and oversight and secured brownfield incentives (Brownfield Tax Increment Financing).

The site was historically developed with a residential home and an 82,000 square foot industrial building previously operated by various manufacturing companies and was determined to have been contaminated by the former industrial activities.

The contamination identified at the property included heavy metals (arsenic, cadmium, chromium, copper, silver, and zinc), semi-volatile organic compounds (SVOCs), volatile organic compounds (VOCs) and polychlorinated biphenyls (PCBs) in soil and/or groundwater. A 12,000-gallon heating oil UST was also discovered using AKT Peerless' in-house ground penetrating radar team and was subsequently removed from the ground along with the surrounding soils to accommodate the new development.

AKT Peerless conducted a supplemental subsurface investigation to define the horizontal and vertical extents of the PCB contamination and then prepared a self-implementing PCB cleanup work plan which was subsequently approved by the USEPA. Remediation included the excavation, transport, and disposal of over 16,000 tons of contaminated soil.

Additionally, AKT Peerless conducted targeted soil gas sampling in the areas of proposed construction to evaluate the vapor intrusion exposure pathway. This data was used to design and install sub-slab depressurization systems in select structures.

AKT Peerless also completed sampling of the proposed green spaces using the incremental sampling methodology to evaluate the direct contact exposure pathway.

A Brownfield Plan was approved for the Grandview Commons project which included \$2.3 million of eligible activities to be reimbursed through tax increment financing.

In summary this project includes the following services (as selected in Article 2):

- Ground Penetrating Radar (GPR)
- Phase I / Phase II / Baseline Environmental Assessments
- Environmental Geoprobe Drilling
- Environmental Investigation / Characterization
- Underground Storage Tank (USTs) Removal / Soil Excavation
- Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

- Brownfield Development

Project 2 Reference Information

Project Name: Parkview Properties

Project Address: 1265 Parkview

Key Personnel: Jeremy Fox and Matt Burmann

Project City / State / Zip: Detroit, Michigan 48214

Contact Name / Phone Number / Email Address: Anthony Curis, 313-580-2221, anthony@lscgallery.com

Project Description: This project began in the fall of 2018 as part of a Phase I ESA for the potential acquisition of the target property. Records indicating the historical presence of a 12,000-gallon heating oil UST and AKT Peerless observed a suspected vent pipe during the Phase I ESA site reconnaissance activities. To further evaluate for the suspected heating oil UST, an AKT Peerless employee trained and certified in the theory and practice of applying subsurface interface radar in engineering and geophysical investigations completed a targeted GPR survey where the 12,000-gallon heating oil UST was suspected of being located. AKT Peerless used a GSSI SIR-3000 GPR system with a 400-MHz dipole antenna mounted on a wheeled cart to scan select portions of the survey area. Several test scans were completed to observe the overall GPR responses to set up survey parameters prior to the GPR survey. A survey wheel was used to acquire distance-based data at the density of 18 scans per foot. The GPR data was automatically stored in a data logger and later downloaded to a computer for subsequent processing. The data processing consisted of Time-Zero adjustment (time zero of the vertical scale aligned with the surface reflection) and Background Removal (horizontal banding) to the GPR scans. AKT Peerless identified one anomalous area where the shape, strength and ring-down of the GPR reflections were similar to the GPR response that is often observed over a large metallic object. The GPR measurements were used to place boring locations to evaluate the nearby soil and groundwater. In addition, a test pit was subsequently completed to confirm the presence of the 12,000-gallon heating oil UST and determine the contents to facilitate closure.

In summary this project includes the following services (as selected in Article 2):

- Ground Penetrating Radar (GPR)
- Phase I / Phase II / Baseline Environmental Assessments
- Environmental Geoprobe Drilling

Project 3 Reference Information

Project Name: Former Sparta Foundry Area Groundwater Contamination

Project Address: 252 Gardner Street and Surrounding Area

Key Personnel: Brett Shoaff and Matt Burmann

Project City / State / Zip: Sparta, Michigan 49345

Contact Name / Phone Number / Email Address: Karen Vorce/ EGLE Grand Rapids District, 616-439-8008, vorcek@michigan.gov and Leah Gies, 616-215-4781, GiesL1@michigan.gov

Project Description: AKT Peerless has been working on this project for EGLE under the 2015 ISID contract from 2017 until the present. AKT Peerless conducted the following remedial investigation activities in a residential area adjacent to the former Sparta Foundry Site: (1) determine the nature and extent of a chlorinated volatile organic compound (CVOC) groundwater plume using temporary and permanent monitoring wells, (2) determine the nature and extent of soil gas contamination using exterior soil gas sampling points throughout the neighborhood, (3) determine which residences would require vapor mitigation services based on the results of sub-slab soil gas sampling and/or indoor air assessment. These actions resulted in (1) pressure field extension testing, design and installation of two active sub-slab depressurization systems and sealing of sumps in residences deemed at risk of potential exposure relative to the vapor intrusion exposure pathway, (2) performance monitoring of the systems to demonstrate effectiveness of the remedies, (3) providing operations and maintenance documentation for EGLE and affected homeowners, (4) reporting monitoring results to EGLE (Technical Memorandum), and (5) Conducting ongoing soil gas and groundwater assessment/monitoring in the affected areas.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization / Pilot Tests
- Environmental Geoprobe Drilling
- Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

Project 4 Reference Information

Project Name: One Hour Cleaners Site Area

Project Address: 110-122 North Dexter Street

Key Personnel: Brett Shoaff and Matt Burmann

Project City / State / Zip: Ionia, Michigan 48841

Contact Name / Phone Number / Email Address: Jay Eichberger, EGLE Grand Rapids District, 616-446-4043, Eichbergerj@michigan.gov

Project Description: AKT Peerless is currently working for EGLE on this project under the 2015 ISID Contract. AKT Peerless conducted the following remedial investigation activities in a downtown, commercial and multifamily residential land use area adjacent to the former One Hour Cleaners Site. (1) determine the nature and extent of soil gas contamination using interior sub slab soil gas sampling points and indoor air sampling throughout the study area (2) determine which buildings would require vapor mitigation services based on the results of sub-slab soil gas sampling and/or indoor assessment. These actions resulted in (1) pressure field extension testing, design and installation of two active sub-slab depressurization systems in a pawn shop and apartment building deemed at risk of potential exposure relative to the vapor intrusion exposure pathway, (2) performance monitoring of the systems to demonstrate effectiveness of the remedies, (3) providing operations and maintenance documentation for EGLE and affected property owners, and (4) reporting monitoring results to EGLE (Technical

Memorandum), and conducting expanded interior and exterior soil gas assessment activities at neighboring properties in 2022.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization / Pilot Tests
- Environmental Geoprobe Drilling
- Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

Project 5 Reference Information

Project Name: Former American Laundry Site Area

Project Address: 633 South Division Ave

Key Personnel: Brett Shoaff

Project City / State / Zip: Grand Rapids, Michigan 49503

Contact Name / Phone Number / Email Address: Jay Poll, EGLE Grand Rapids District, 616-446-1263, Pollj@michigan.gov

Project Description: AKT Peerless worked on this project for the MDEQ under the 2015 ISID contract from 2018 to present. AKT Peerless conducted the following remedial investigation activities in a residential area adjacent to the former American Laundry Site: (1) determine the nature and extent of a chlorinated volatile organic compound (CVOC) groundwater plume using permanent monitoring wells, (2) determine the nature and extent of soil gas contamination using exterior and interior soil gas sampling points and indoor air sampling throughout the neighborhood, and (3) determine which residences would require vapor mitigation services based on the results of sub-slab soil gas sampling and/or indoor assessment. These actions resulted in (1) pressure field extension testing, design and installation of three active sub-slab depressurization systems deemed at risk of potential exposure relative to the vapor intrusion exposure pathway, (2) performance monitoring of the systems to demonstrate effectiveness of the remedies, (3) providing operations and maintenance documentation for EGLE and affected homeowners), (4) proper abandonment of all groundwater and soil gas monitoring wells, and (5) reporting results to EGLE (Technical Memorandum)

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization / Pilot Tests
- Environmental Geoprobe Drilling / Well Abandonment
- Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

Project 6 Reference Information

Project Name: City of Mount Clemens Former Landfill

Project Address: North River Road

Key Personnel: Tony Anthony, Tim McGahey, Eric Ehlers

Project City / State / Zip: Mount Clemens, Michigan, 48043

Contact Name / Phone Number / Email Address: Dickinson Wright, Anna Miauri (248) 433-7558, amaiuri@dickinson-wright.com; EGLE Warren District, Cheryl Wilson (586) 753-3820, wilsonc3@michigan.gov

Project Description: : AKT Peerless has worked for the City of Mount Clemens on this landfill since March 2012. AKT Peerless has conducted investigations to define the following: (1) perimeter and depth of the landfill, (2) waste characterization of the interior of the landfill, and (3) extent and concentration of methane and other landfill gas. The methane had threatened the safety of nearby residential housing. AKT Peerless coordinated with USEPA, Agency for Toxic Substances and Disease Registry (ATSDR), Michigan State Housing Development Authority (MSHDA), EGLE, Macomb County Health Department, and the City of Mount Clemens to take action to protect the safety of the residents and control the methane gas. These actions included (1) design and installation of two active methane extraction systems, (2) installation of methane detectors in each residential unit, (3) continuous monitoring of methane gas, (4) reporting monitoring results to regulatory agencies, and (5) operations and maintenance of systems. Systems have been installed in two areas of the landfill to control the migration of landfill gas. Initially, the landfill gas was flamed-off until the level of methane was no longer sufficient to support the flames. As part of O&M, the system is adjusted to control the seasonal movement of methane gas. Further, repairs, maintenance, monitoring and reporting are on-going at this site.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization / Pilot Tests
- Environmental Geoprobe Drilling
- Landfill Maintenance / Monitoring
- Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

Project 7 Reference Information:

Project Name: Hamlin-Adams Brownfield Redevelopment (Christianson Landfill)

Project Address: Northeast Corner Hamlin and Adams Road

Key Personnel: Tony Anthony, Megan Napier P.E., Brian Westhoff

Project City/State/Zip: Rochester Hills, Michigan 48309

Contact Name, Telephone #, and Email Address: Jaffe Raitt, Arthur Siegal (248) 727-1452, asiegal@jaffelaw.com; EGLE Warren District, Kim Ethridge (586) 324-0183, Ethridgek@michigan.gov

Project Description: AKT Peerless worked for a private developer. The project required City of Rochester Hills, USEPA, TSCA, and EGLE approvals. AKT Peerless conducted investigation to define (1) perimeter and depth of the landfill, (2) waste characterization of the interior of the landfill, and (3) extent and concentration of methane gas. Two-thirds of the landfill was composed of municipal sanitary waste and the remaining third contained PCB-contaminated waste (greater than 50 parts per million (ppm)) and hazardous waste by leaching lead. Remedial actions for this site include removal (excavation) of the municipal sanitary waste and

containment of the PCB and lead waste. The containment system is designed with a slurry wall that is keyed into a natural confining layer and an engineered cover to prevent water infiltration into the containment area. The cover is designed with multiple layers; geosynthetic clay liner, impermeable geomembrane, and a protective soil layer that will sustain vegetation and includes passive venting with operations and maintenance under Part 201 Due Care responsibilities. The containment design was approved by the City of Rochester Hills, USEPA, and EGLE and was installed in 2022.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization / Pilot Tests
- Environmental Geoprobe Drilling
- Remediation Systems Design / Construction Oversight / O&M
- Landfill Maintenance / Monitoring

Project 8 Reference Information:

Project Name: Former Superior Metal Manufacturing Company

Project Address: 3180 Auburn Road

Key Personnel: Brian Westhoff

Project City/State/Zip: Auburn Hills, Michigan 48326

Contact Name, Telephone #, and Email Address: Stephanie Carroll, City of Auburn Hills (248) 364-6802, scarroll@auburnhills.org; EGLE Warren District, Rebecca DeGrazia (586) 255-2935, DeGraziaR@michigan.gov

Project Description: AKT Peerless worked for the local municipality. The project required City of Auburn Hills, MUSTA, and EGLE approvals. AKT Peerless conducted investigations to define (1) perimeter and depth of the two diesel releases from two unknown UST sources, (2) evaluate remedial approaches to prevent diesel contamination from impacting the adjacent Clinton River watershed, and (3) securing necessary approval for MUSTA state reimbursement of corrective actions. Remedial actions for this site included removal (excavation) of diesel impacted soils and vacuum truck recovery of LNAPL (diesel fuel) on the groundwater that was completed in 2022. Post remedial monitoring is scheduled for 2023 with case closure projected in 2024.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- Environmental Geoprobe Drilling
- Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition / Soil Excavation / Closure

Project 9 Reference Information

Project Name: The North Country Store

Project Address: 17645 Tyrone Avenue

Key Personnel: Rick VerStrate

Project City / State / Zip: Kent City, Michigan 49330

Contact Name / Phone Number / Email Address: Ms. Terrie Thompson, 616-675-4247, terries.thompson@yahoo.com

Project Description: AKT Peerless has been working on this leaking underground storage tank (LUST) project since the release was originally discovered on December 26, 2019 until the present. AKT Peerless conducted the following remedial investigation activities in a primarily residential/ agricultural area adjacent to The North Country Store: (1) Determine the nature and extent (both horizontal and vertical) of an unleaded gasoline release in soil and groundwater using soil borings and permanent monitoring wells, (2) Determine the nature and extent of soil gas contamination using interior and exterior soil gas sampling points at the Site property, (3) Determine the extent of residual light non-aqueous phase liquid (LNAPL) in the soil and groundwater, (4) Sampled an on-site and a nearby residential drinking water well to confirm that the release had not impacted these potential receptors, (5) Requested/obtained site-specific target levels (SSTLs) from EGLE, (6) Following the preparation and submittal of the Initial Assessment Report (IAR) and Final Assessment Report (FAR) instituted quarterly groundwater and soil gas monitoring, (7) Conducted soil gas and ongoing groundwater monitoring in the affected areas and outside the plume to confirm delineation, and (8) Reporting monitoring results to EGLE and off-site property owners.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization
- Vapor Intrusion Assessments / Risk Mitigation
- Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition / Soil Excavation / Closure

Project 10 Reference Information

Project Name: H & P Gas

Project Address: 5187 Henry Street

Key Personnel: Rick VerStrate

Project City / State / Zip: Norton Shores, Michigan 49441

Contact Name / Phone Number / Email Address: Mr. Todd Lane, 231-578-1042, tmlane22@aol.com

Project Description: AKT Peerless has been working on this leaking underground storage tank (LUST) project since the release was originally discovered on October 21, 2020 until the present. AKT Peerless conducted the following remedial investigation activities in a primarily commercial/ residential area adjacent to the H & P Gas site (also known as Pic-N-Pac): (1) Determine the nature and extent (both horizontal and vertical) of an unleaded gasoline release in soil and groundwater using soil borings and permanent monitoring wells both on-site and on off-site properties (property access was secured beforehand), (2) Determine the presence or absence of soil gas contamination on an off-site property prior to potential construction activities

using soil gas sampling points, (3) Determine the extent of residual light non-aqueous phase liquid (LNAPL) in the soil and groundwater, (4) Requested/obtained site-specific target levels (SSTLs) from EGLE, (5) Following the preparation and submittal of the Initial Assessment Report (IAR) and Final Assessment Report (FAR) instituted quarterly groundwater and soil gas monitoring, (6) Conducted soil gas and ongoing groundwater monitoring in the affected areas and outside the plume to confirm delineation, and (7) Reporting monitoring results to EGLE and off-site property owners.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization
- Vapor Intrusion Assessments / Risk Mitigation
- Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition / Soil Excavation / Closure

Project 11 Reference Information

Project Name: 2022 Environmental Expanded Triage ISID Services

Project Address: Various Locations – Five (5) EGLE Districts (Bay City, Lansing, Kalamazoo, Jackson, Grand Rapids)

Key Personnel: Jeff Skendrovic and Jon Hirschenberger

Project City / State / Zip: Various Cities

Contact Name / Phone Number / Email Address: Lee Gosson/ EGLE Bay City District, 517-582-4482, gossonl@michigan.gov

Project Description: In 2022 AKT Peerless was awarded a two (2) year contract with DTMB/EGLE to conduct site investigation activities at various sites under a Triage ISID contract. In this contract, AKT Peerless was awarded a total of fourteen (14) sites covering two EGLE Districts (Bay City and Grand Rapids). The sites were typically formerly operated as gasoline filling stations with open releases. The scope of work was intended to rapidly characterize sites in an effort to determine the level of risk posed by each site to potential receptors through the collection of soil, groundwater, and/or soil vapor samples. A Work Plan detailing the services to be performed was provided to the EGLE Contract Manager and approved prior to initiating the work. The scope of services included conducting GPR/EM surveys, soil, groundwater and soil gas sampling using direct push drilling techniques, and associated reporting.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization / Pilot Tests
- Environmental Geoprobe Drilling
- Vapor Intrusion Assessments / Risk Mitigation
- Ground Penetrating Radar (GPR)

Project 12 Reference Information

Project Name: Salenbien Building Project

Project Address: 187 West Monroe Street

Key Personnel: Kyle Sayyae and Tim McGahey

Project City/State/Zip: Monroe, Michigan 48131

Contact Name, Telephone #, and Email Address: EGLE Lansing District, Janet Michaluk (517)643-0314, michalukj@michigan.gov and Holden Branch (517)331-0993. Branchh1@michigan.gov

Project Description: AKT Peerless recently completed the initial phases of this project through the County of Monroe and the EGLE DTMB. AKT Peerless conducted a Phase I Environmental Site Assessment (ESA), a Phase II ESA, a Baseline Environmental Assessment (BEA), and prepared an Environmental Conditions Summary and Plan for Due Care Compliance Memorandum. At the time of the assessments, the property, which was undeveloped with a remaining concrete slab, was to be acquired by a future developer with redevelopment plans to be determined. AKT Peerless' Phase I ESA identified several RECs associated with historical operations and the former use of underground storage tanks (USTs). To evaluate the RECs, AKT Peerless completed a Phase II ESA that consisted of a geophysical survey, the advancement of 13 soil borings, the installation of ten permanent soil gas sample points (sub-slab and subgrade implant screens), and submitted 19 soil samples and ten soil gas samples for laboratory analysis of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), cadmium, total chromium, lead, gasoline range organics (GRO), diesel range organics (DRO), herbicides/pesticides, polychlorinated biphenyls (PCBs), and/or fine and coarse fraction lead. Groundwater was not encountered. The geophysical survey did not identify anomalous areas consistent with former USTs. Soil contamination was identified (and confirmed from previous investigations conducted at the property) above the EGLE Generic Residential Cleanup Criteria (RCC) and Non-Residential Cleanup Criteria (NRCC). Additionally, the potential exists for off-site migration. Soil and soil gas analytical results identified a potential vapor intrusion concern with future redevelopment activities. Based on this information, a BEA was submitted to EGLE for liability exemption from existing contamination and Notice of Migration of Contamination forms were prepared and submitted for nearby utility corridors. The Environmental Conditions Summary and Plan for Due Care Compliance Memorandum was then prepared for all parties to outline the potential due care obligations associated with future redevelopment activities, including worker safety, soil and groundwater (if encountered) management, future stormwater management, vapor mitigation controls, etc. The memorandum included a disclosure statement to be provided to necessary parties. The new/current owner is now planning a mixed use commercial and residential development for the property.

In summary this project includes the following services (as selected in Article 2):

- Ground Penetrating Radar (GPR)
- Phase I / Phase II / Baseline Environmental Assessments
- Environmental Geoprobe Drilling
- Environmental Investigation / Characterization
- Vapor Intrusion Assessment / Risk Mitigation
- Brownfield Development

Project 13 Reference Information

Project Name: Former Zohd Enterprises LLC

Project Address: 17410 Ecorse Road

Key Personnel: Jessica Cory

Project City/State/Zip: Allen Park, Michigan 48101

Contact Name, Telephone #, and Email Address: EGLE SE District, Jeanne Schlaufman (586)753-3823, -3823, schlaufmanj1@michigan.gov

Project Description: AKT Peerless completed this project in 2020 under the ISID Contract. AKT Peerless conducted remedial excavation and verification sampling and delineation soil borings to obtain leaking underground storage tank (LUST) closure. Prior to excavation activities, asbestos abatement and building demolition occurred to allow for remedial activities to occur. AKT Peerless developed the scope of work for asbestos abatement, soil remediation, verification sampling, and delineation soil sampling; prepared and submitted a bid specification and contractor selection; provided abatement and remedial excavation oversight; processed invoicing and reviewed contractor pay applications; and performed administrative tasks for project completion. Project activities resulted in the successful excavation of more than 6,500 tons of contaminated soil to facilitate an unrestricted residential LUST closure. The City of Allen Park Downtown Development Authority is currently marketing the property for future commercial use.

In summary this project includes the following services (as selected in Article 2):

- Asbestos Abatement
- Environmental Geoprobe Drilling
- Environmental Investigation / Characterization
- Underground Storage Tank (UST) Soil Excavation / Closure

Project 14 Reference Information

Project Address: 1999 East Beltline Avenue NE

Key Personnel: Brett Shoaff and Matt Burmann

Project City / State / Zip: Grand Rapids, Michigan 49525

Contact Name / Phone Number / Email Address: Erik Petrovskis, PhD, PE 616-735-7101, erik.petrovskis@meijer.com

Project Description: AKT Peerless has been working on this project since 2018. AKT Peerless conducted the following LUST related activities related to a release of gasoline from the UST system (1) determine the nature and extent of soil, groundwater and soil gas contamination, (2) conducted soil borings, groundwater monitoring well/soil gas sampling points installation and sampling, (3) provided excavation oversight during the removal of 21,225 tons of gasoline impacted soil and 66,000 gallons of gasoline impacted groundwater during removal of the UST system, piping and dispensers, (4) provided LUST reporting services, (5) conducted monitored

natural attenuation monitoring, (6) prepared and submitted an MDOT Environmental License agreement (ELA) for the East Beltline right-of-way, and (7) prepared a LUST Closure Report. Closure of the release is expected in 2023.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- Environmental Geoprobe Drilling
- Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition / Soil Excavation / Closure
- Vapor Intrusion Assessment

Project 15 Reference Information

Project Name: Jefferson-Holcomb Project

Project Address: 9101 E. Jefferson Avenue

Key Personnel: Jeremy Fox and Brett Shoaff

Project City / State / Zip: Detroit, Michigan 48214

Contact Name / Phone Number / Email Address: Anthony Curis, 313-580-2221, anthony@lscgallery.com

Project Description: This project began in the winter of 2019 as part of a Phase I ESA for the potential acquisition of the target property. Records indicated the historical use included dry-cleaning operations. Following the completion of a Phase II ESA, subsurface contamination was identified and associated with the historical dry-cleaner. Following the acquisition of the property, a Baseline Environmental Assessment was completed and submitted. AKT Peerless helped secure brownfield funding and assisted in the development of the Act 381 workplan. Upon approval of the Act 381 workplan in the summer of 2022, asbestos abatement activities were completed prior to the demolition of portions of the structure in the fall of 2022. AKT Peerless designed a vapor mitigation system that was approved by EGLE in 2022 and is currently supervising the remedial excavation of contaminated soils in anticipation of documenting due care activities that include the installation of the passive vapor mitigation system mentioned above.

In summary this project includes the following services (as selected in Article 2):

- Phase I / Phase II / Baseline Environmental Assessments
- Brownfield Development
- Asbestos / Lead / Biohazard / Free Product / Regulated Waste Survey / Abatement
- Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

Project 16 Reference Information

Project Name: Alma Products-Tracy Industries Inc.

Project Address: 1st Site 140-150 Court Street

Key Personnel: Louis Stultz, Scott Wasielewski, Eric Ehlers

Project City / State / Zip: Alma, Michigan 48801

Contact Name / Phone Number / Email Address: Tim Engvall, 909-224-5115, timengvall@msn.com

Project Description: AKT Peerless is currently working on two separate sites for the same client in mid-Michigan (Alma) that involves remediation of five separate releases of chlorinated solvents. The scope of work included a feasibility analysis of four proposed remediation options. Soil vapor extraction (SVE) in combination with other technologies, specifically, in situ chemical oxidation (ISCO) was chosen as the remediation option of choice at both sites. Pilot-scale testing to evaluate feasibility and determine optimal full-scale design parameters was completed by AKT Peerless at the first site (140-150 N. Court Street, warehouse facility) in the fall/spring of 2017/2018. The installation of the full scale SVE system, which was designed to treat approximately 240,000 cubic feet of soil, was completed in August of 2018. The system was designed with four independently controlled treatment zones with multiple manifolds that can work independently of each other, in some combination with others, or all at once. This control allows treatment to be focused on one specific area of the plume, or multiple areas as necessary, or to be applied across the entire plume at once, as dictated by pressure readings, sampling results, soil, and/or groundwater conditions. The system came online in September 2018 with testing continuing through June 2019. Full scale operation began in July of 2019. Following shut down because of Covid restrictions (March – June 2020) the system has continued operation through 2022. Each year from mid-December through late March, the system is offline due to winter conditions, given that the building is vacant and unheated.

As the second of two remediation technologies of choice for this facility, ISCO using permanganate injection, is a very effective groundwater remediation technology for the treatment of common chlorinated solvents such as perchloroethylene and trichloroethylene (PCE and TCE). The key benefit of ISCO technology is that it provides significantly enhanced destruction of target contaminants (complete mineralization to carbon dioxide and water is the desired endpoint of an ISCO process) within a relatively short period of time (i.e., months) by comparison with standard pump & treat approaches that require years or even decades to restore groundwater quality. A key benefit of the ISCO approach is that it can accelerate the dissolution of dense, non-aqueous phase liquids (DNAPLs) by order(s) of magnitude, which is expected to reduce the time and cost for source remediation by a comparable factor.

Potassium or sodium permanganate (KMnO₄, NaMnO₄) will be the oxidant of choice. Unlike other in-situ oxidants, soils with a high carbonate or bicarbonate content will have no impact on permanganate's ability to oxidize TCE/PCE or other compounds. Also, contaminants in the soil will not lead to the exothermic decomposition of the oxidant and release some of the reagents oxidizing power as gaseous oxygen. Once the contaminant concentration in the extracted soil vapor declines to a near steady state, chemical injection will be used to treat the groundwater beneath the source area. The goal of this process is to reduce the mass of contamination in the source area, control leaching from the source area, and allow the downgradient groundwater plume to diminish over time.

AKT Peerless' maintenance schedule for this project will include performing routine site and equipment inspections, sampling activities, and reporting documentation. Sampling events to monitor the effectiveness of the SVE systems will be required and used to evaluate the

concentration of contaminants extracted and the useful remaining life of the carbon columns in order to facilitate carbon change out.

Duration/Time frame: beginning in 2020, estimated at 4-6 years, plus monitoring for the SVE system. ISCO Injection (up to two times) will be conducted once soil vapor concentrations decline to a relatively steady state. Anticipated initial injection, depending on consistent site conditions, sometime in 2024.

In summary this project includes the following services (as selected in Article 2):

- Pilot Tests / Feasibility Study
- Remediation System Design / Construction Oversight / O&M

Project 17 Reference Information

Project Name: Alma Products-Tracy Industries Inc.

Project Address: 2nd Site, 2000 Michigan Avenue

Key Personnel: Louis Stultz and Eric Ehlers

Project City / State / Zip: Alma, Michigan 48801

Contact Name / Phone Number / Email Address: Tim Engvall, 909-224-5115, timengvall@msn.com

Project Description: AKT Peerless is currently working on two separate sites for the same client in mid-Michigan (Alma) that involves remediation of five separate releases of chlorinated solvents (three at the Michigan Avenue facility). The scope of work included a feasibility analysis of four proposed remediation options. Soil vapor extraction (SVE) in combination with other technologies, specifically, in situ chemical oxidation (ISCO) was chosen as the remediation option of choice at both sites. Pilot-scale testing to evaluate the feasibility and determine optimal full-scale design parameters for the first of two separate SVE systems was completed by AKT Peerless at the second site (2000 Michigan Avenue, manufacturing facility) in the summer of 2018. The results of the first pilot test (conducted near the southern portion of the manufacturing facility) did not yield favorable results given the low quality of soils encountered (clays/silts, limited sand). The second of the two pilot tests is anticipated for the fall of 2023 near the location of a former vapor degreaser nearer to the northern portion of the facility. If favorable soil conditions are encountered, the installation of the full scale SVE system, which will be designed to treat approximately 750,000 cubic feet of soil, is anticipated to be completed by fall of 2024. The system will be designed with multiple independently controlled treatment zones with a number of manifolds that can work independently of each other, in some combination with others, or all at once. This control will allow treatment to be focused on one specific area of the plume as necessary or to be applied across the entire plume(s) at once, based on site characteristics (pressure readings, sampling results, soil, and/or groundwater conditions). System testing will follow installation, and full-scale operation is expected to begin three months after the installation date.

As the second of two remediation technologies of choice for this facility, ISCO using permanganate injection is a very effective groundwater remediation technology for the treatment of common chlorinated solvents such as PCE and TCE. The key benefit of ISCO technology is

that it provides significantly enhanced destruction of target contaminants (complete mineralization to carbon dioxide and water is the desired endpoint of an ISCO process) within a relatively short period of time (i.e., months) by comparison with standard pump & treat approaches that require years or even decades to restore groundwater quality. A key benefit of the ISCO approach is that it can accelerate the dissolution of dense non-aqueous phase liquids (DNAPLs) by order(s) of magnitude, which is expected to reduce the time and cost for source remediation by a comparable factor.

Potassium or sodium permanganate (KMnO₄, NaMnO₄) will be the oxidant of choice. Unlike other in-situ oxidants, soils with a high carbonate or bicarbonate content will have no impact on permanganate's ability to oxidize TCE/PCE or other compounds. Also, contaminants in the soil will not lead to the exothermic decomposition of the oxidant and release some of the reagents oxidizing power as gaseous oxygen. Once the contaminant concentration in the extracted soil vapor declines to a near steady state, chemical injection will be used to treat the groundwater beneath the source area. The goal of this process is to reduce the mass of contamination in the source area, control leaching from the source area, and allow the downgradient groundwater plume to diminish over time.

AKT Peerless' maintenance schedule for this project will include performing routine site and equipment inspections, sampling activities, and reporting documentation. Sampling events to monitor the effectiveness of the SVE systems will be required and used to evaluate the concentration of contaminants extracted and the useful remaining life of the carbon columns in order to facilitate carbon change out.

Duration/Time frame: beginning in 2023, estimated at 4-8 years, plus monitoring for the SVE system. ISCO Injection (up to two times) once soil vapor concentrations decline to a relatively steady state. Anticipated initial injection, depending on consistent site conditions, sometime in 2026.

In summary this project includes the following services (as selected in Article 2):

- Pilot Tests / Feasibility Study
- Remediation System Design / Construction Oversight / O&M

Project 18 Reference Information

Project Name: Boys and Girls Club of Southeastern Michigan- Fauver Martin Club

Project Address: 24 Ferris Street

Key Personnel: Julie Barton

Project City / State / Zip: Highland Park, Michigan 48203

Contact Name / Phone Number / Email Address: Shon Dorsey, 713-578-0096, shon.dorsey@bgcsm.com

Project Description: Boys & Girls Clubs of Southeastern Michigan received a \$2,000,000 Community Planning Grant to conduct updates to the Fauver-Martin Boys & Girls Club in Highland Park. Prior to utilizing the federal funding, distributed through the United States Department of Housing and Urban Development (HUD), AKT Peerless was retained to conduct

a Part 58 Environmental Review to ensure no negative impacts to the environment would occur from the project. AKT Peerless conducted a Phase I ESA, which identified suspicious piping near a boiler room along the western exterior of the subject building, which was constructed in 1952. AKT Peerless was unable to determine if the features were associated with an abandoned underground storage tank (UST). AKT Peerless conducted a Phase II ESA to evaluate the suspicious piping, as well as the historical use of the western adjoining property (former drycleaner) and northwestern adjoining property (former automobile servicing business). AKT Peerless conducted a targeted geophysical survey in the area of suspicious piping. An anomaly was identified on the ground penetrating radar scan in this area. Therefore, AKT Peerless advanced five soil borings surrounding the anomaly and submitted soil samples for laboratory analysis of volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PNAs). Groundwater was not encountered. Concentrations of target parameters were not detected in the soil samples. AKT Peerless also conducted a test excavation over the anomaly. The excavation identified an approximately 2,000-gallon UST that had previously been filled with sand. AKT Peerless did not observe staining or odor in the area surrounding the tank. Therefore, no further investigation was recommended. The Boys & Girls Clubs of Southeastern Michigan has published a public notice to utilize the HUD funding and anticipates beginning renovations to the Fauver-Martin Club in the second quarter of 2023.

In summary this project includes the following services (as selected in Article 2):

- Ground Penetrating Radar (GPR)
- Phase I / Phase II
- Environmental Geoprobe Drilling
- Environmental Investigation / Characterization

Project 19 Reference Information

Project Name: Detroit Land Bank Authority - Hardest Hit Fund (HHF)

Project Address: Various

Key Personnel: Louis Stultz

Project City/State/Zip: Detroit, Michigan 48226

Contact Name / Phone Number / Email Address: Timothy M. Palazzolo - Manager, Demolition Operations, 313-974-6869, tpalazzolo@detroitlandbank.org

Project Description: Beginning in October 2014, AKT Peerless provided Quality Assurance/Quality Control (QA/QC) services for select inspection and abatement projects associated with the Detroit Land Bank Authority (DLBA). Activities included performing field Quality Control Inspections (QCI) to determine inspection and/or abatement deficiencies for specific addresses. More than 135 QCI's were conducted. In addition, AKT Peerless performed approximately 85 full inspections of properties where deficiencies were documented. Based on the results of QCI's and full inspections, AKT Peerless has functioned as a 'clearing house' for release of the properties for abatement and/or demolition.

In addition, from February 2015 through December 2018, AKT Peerless completed more than 370 asbestos and hazardous materials inspections throughout the city of Detroit as part of the ongoing hardest hit fund (HHF) program.

- Asbestos / Lead / Mold / Biohazard / Regulated Waste Survey / Abatement

Project 20 Reference Information

Project Name: City of Southfield/Northland Mall Pre-demolition Asbestos and Hazardous Materials Surveys

Project Address: Intersection of M-10 and Greenfield Road

Key Personnel: Louis Stultz

Project City/State/Zip: Southfield, Michigan 48037

Contact Name / Phone Number / Email Address: Frederick E. Zorn, City Administrator 248-796-5110, fzorn@cityofsouthfield.com

Project Description: The Northland Mall was originally constructed in 1955 with additions in the 1960s, 1970s and the 1980s. Originally an outdoor mall, the structure was enclosed in 1974. The mall was closed in 2015. The City of Southfield acquired the property in December 2015 and planned to develop the property with a mixed-use (residential/commercial) development. Redevelopment of the 100+ acre site would require a combined renovation and/or demolition of the building structures, which encompass over 1.5 million square feet of floor area.

To prepare the buildings for renovation or demolition, Southfield was required to identify asbestos and other regulated environmental materials that required removal in advance of renovation and/or demolition activities. Hundreds of different building material sources were installed in the facility since 1955, including those used during initial construction as well as during subsequent store updates, additions and renovations.

AKT Peerless' Michigan accredited asbestos building inspectors performed comprehensive asbestos inspections/surveys, as well as other regulated materials surveys of the facility. These activities took place during 2016, 2017 and through the end of 2018.

The asbestos survey was performed to meet the USEPA National Emission Standard for Hazardous Air Pollutants (NESHAP) standard for pre-demolition/pre-renovation requirements. Approximately 2,300 bulk samples were collected from suspect asbestos building materials in the former department stores, the mall, basements, powerhouse, and automobile service center. The survey ultimately formed the basis of an asbestos abatement bid specification package used to remove asbestos materials from the site. AKT Peerless also identified and quantified other environmental items including fluorescent light tubes, ballasts, emergency exit signs, mercury vapor switches, lighting, and other items that could not be landfilled, which required removal in advance of demolition.

In summary this project includes the following services (as selected in Article 2):

- Asbestos / Lead / Mold / Biohazard / Regulated Waste Survey / Abatement

Project 21 Reference Information

Project Name: Bay City Fire Station #2

Project Address: 1000 Fremont Avenue

Key Personnel: Sean Robinson and Tony Anthony

Project City/State/Zip: Bay City, Michigan 48708

Contact Name, Telephone #, and Email Address: Bay City, Fire Chief Kurt Corradi (989) 892-8601; kcorradi@baycitymi.org or Shellene Thurston (989) 894-8200; sthurston@baycitymi.org

Project Description: Bay City's Fire Station #2 has operated as a fire station since the days of horse drawn fire wagons. In the early 1960s, Fire Station #2 became a training location. As a fire-fighting training location, Aqueous Film Forming Foam (AFFF) was used in training. While demolishing a portion of Fire Station #2, a drum filled with AFFF was discovered. Bay City notified EGLE and arranged for the disposal of the drum. Upon discovery of AFFF at Fire Station #2, Bay City became concerned that the fire station may be a source of PFAS in the combined sanitary storm sewer. Therefore, Bay City contacted AKT Peerless.

AKT Peerless has implemented the following interim actions:

1. Oversaw the excavation of PFAS-contaminated soil and collected soil samples to verify the adequacy of removal.
2. Collected sediment samples from the catch basins of the nearby combined sewer.
3. Reviewed historical records to evaluate the location and flow of the combined storm sanitary sewer.

Because the sewer system is a combined storm and sanitary sewer, Bay City is concerned about potential direct discharge into the Saginaw River during heavy rain events and the contribution of PFAS to the Wastewater Treatment Plant (WWTP). Therefore, based on the results of this interim action, AKT Peerless will perform the following:

- Visual inspection, with a submersible camera, to identify potential migration pathways.
- Expanded sediment sampling of the combined sewer system.
- Expanded soil excavation to eliminate the risk of PFAS-contaminated soil from migrating into the sewer through storm water runoff.
- Installation of monitoring wells to conduct groundwater monitoring.

When drilling soil borings, installing monitoring wells, or collecting soil and groundwater samples, AKT Peerless adheres to EGLE's PFAS Sampling Guidance Document, current ITRC guidance, and Laboratory Methods 537 modified and ASTM D7979, to ensure reliable and defensible results. After completing the next investigation phase, a cleanup action will be conducted to remove PFAS from the combined storm sanitary system.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- Per- & Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation

Project 22 Reference Information

Project Name: Former Middle Grounds Landfill

Project Address: 1200 Evergreen Drive

Key Personnel: Tony Anthony

Project City/State/Zip: Bay City, Michigan 48708

Contact Name, Telephone #, and Email Address: Bay City, Shellene Thurston (989) 894-8200; sthurston@baycitymi.com or EGLE Project Manager: Loren Curtis, 989-274-0614, curtisL@michigan.gov

Project Description: The Middleground Landfill is located on Middleground Island in the Saginaw River and in Bay City, Michigan. The landfill is owned by the City of Bay City and during its operation accepted both municipal and industrial waste. The landfill is immediately adjacent to the west river channel and about 300 feet from the east river channel. The landfill area also includes dredged sediments from the Saginaw River. Landfill leachate containing PCBs began to migrate to the Saginaw River. Hydraulic barriers and reactive walls have been installed to address PCB contamination. However, when the Bay City Wastewater Treatment Plan (WWTP) required Per- & Polyfluoroalkyl Substances (PFAS) testing of landfill leachate, PFAS contamination was found migrating to the river.

AKT Peerless has provided the technical lead to the City of Bay City and the PRP group. AKT Peerless conducted hydrogeologic investigations to define the full extent of the PFAS contamination. Recently installing seven new monitoring wells to expand the groundwater monitoring network to 17 wells. AKT Peerless has continued groundwater monitoring to evaluate seasonal PFAS venting into the Saginaw River. AKT Peerless has conducted a pilot test to study the effectiveness of “Plume Stop” as a reactive barrier to contain the PFAS contamination and prevent PFAS migration into the river. In addition to the engineering and technical role, AKT Peerless schedules and presents updates to the PRP group.

When drilling soil borings, installing monitoring wells, or collecting soil and groundwater samples, AKT Peerless adheres to EGLE’s PFAS Sampling Guidance Document, current ITRC guidance, and Laboratory Methods 537 modified and ASTM D7979, to ensure reliable and defensible results. The results of the Plume Stop Pilot Study will be used to design and install a barrier that will be protective of the river.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- Per- & Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation
- Landfill Maintenance / Monitoring
- Remediation Systems Design / Construction Oversight / O&M / Decommissioning

Project 23 Reference Information

Project Name: Residences at Thirty-Two 50 Auburn Road

Project Address: 3250 Auburn Road

Key Personnel: Tim McGahey and Samantha Seimer

Project City / State / Zip: Auburn Hills, Michigan, 48326

Contact Name / Phone Number / Email Address: Stephanie Carroll, Economic Development Manager, 248-364-6802, scarroll@auburnhills.org

Project Description: The Residences at Thirty-Two 50 Auburn Road Redevelopment Project (Project) consisted of the redevelopment of the subject property into a mixed-use development that included 48,800 gross square feet of residential and commercial space constructed over an underground parking level. The Project included over \$7 million in private investment in the City of Auburn Hills. AKT Peerless facilitated the support of over \$1.8 million of economic incentives from the City Brownfield Redevelopment Authority through a Brownfield Revolving Loan (\$460,000), Michigan Department of Great Lakes and Energy Grant (\$570,000), and an interlocal agreement between the Brownfield Redevelopment Authority and Tax Increment Finance Authority for the use of Tax Increment Revenues.

AKT Peerless assisted several developers and the City of Auburn Hills with completing due diligence activities including Phase I and II ESAs and BEAs. Additionally, a Supplemental Phase II investigation identified approximately 14,700 tons of contaminated soil and 130 tons of concrete to be removed for the Project. AKT Peerless completed a Response Activity Plan, Construction Management Plan, and Health and Safety Plan to prepare for remediation activities. AKT Peerless also completed quarterly reporting for grant and loan activities.

In summary this project includes the following services (as selected in Article 2):

- Phase I / Phase II / Baseline Environmental Site Assessments
- Environmental Investigation / Characterization
- Brownfield Development

Project 24 Reference Information

Project Name: Cambria @ The Ashton Redevelopment

Project Address: 600 W. Lafayette Boulevard

Key Personnel: Jessica Cory, Julie Barton, Samantha Seimer

Project City / State / Zip: Detroit, Michigan, 48226

Contact Name / Phone Number / Email Address: Brian Holdwick, Managing Member, 313-999-6445, brian@holdwickdevgroup.com

Project Description: The Cambria @ The Ashton is a creative, historic rehabilitation and new construction project in Detroit's Commercial Business District. The \$47 million project will deliver an estimated 156 hotel rooms, street level retail space, a 151-car parking garage and 96,975 square feet of office space. The developer, 600 Ventures II, LLC, is a partnership of local, Detroit-based construction and real estate companies, The Means Group Inc. and Holdwick Development Group, and Koucar Management.

The project spans two parcels and includes the rehabilitation of the historic 1920 Albert Kahn building at 600 W Lafayette Boulevard and the new construction of the Cambria Hotel at 659 Howard Street. The Hotel will sit above a 2-story parking podium and will also be connected to the historic rehab project via a skybridge.

AKT Peerless completed environmental assessments during the acquisition and planning phases of the project and prepared due care compliance documentation to demonstrate the developer's due care obligations in owning and operating a "facility" as defined by Part 201 of NREPA.

AKT Peerless also structured, applied for and secured a Public Act 146 Obsolete Property Rehabilitation Act tax abatement (value: \$3,308,168) for the historic rehabilitation component of the project, a Public Act 210 Commercial Rehabilitation Act tax abatement (value: \$4,666,146) for the new construction component and brownfield tax increment financing (value: \$8,527,689) for the entire scope of the project. AKT Peerless worked closely with the City of Detroit, Detroit Brownfield Redevelopment Authority, MEDC, and DEGC to layer and secure these various incentives.

In summary this project includes the following services (as selected in Article 2):

- Phase I / Phase II / Baseline Environmental Site Assessments
- Environmental Investigation / Characterization
- Brownfield Development

Project 25 Reference Information

Project Name: Uptown / River's Edge Redevelopment Project

Project Address: Multiple Addresses, 2 9th Street

Key Personnel: Jon Hirschenberger, Samantha Seimer

Project City / State / Zip: City of Bay City, Michigan, 48708

Contact Name / Phone Number / Email Address: Sara Dimitroff, Economic Development Director, City of Bay City, (989) 894-8159, sdimitroff@baycitymi.org

Project Description: The Uptown/River's Edge Redevelopment Project (the Project) is a transformational, mixed-use riverfront development that is being completed in phases on approximately 54 acres of riverfront property on the east bank of the Saginaw River, south of McKinley Avenue and the Veteran's Bridge in the City of Bay City. Phase I of the project included over \$35 million of investment and Phase II is expected to include over \$50 million of investment.

AKT Peerless activities included economic development incentives, community outreach and redevelopment facilitation, due diligence, asbestos surveys, grant writing, and management (including EGLE work plans), infrastructure planning and Brownfield Redevelopment Authority support, as well as geophysical surveys and vapor barrier system design. The project included \$8.75 Million in four separate MBT credits, \$1 Million in USEPA RLF, \$1 Million in EGLE Brownfield Grant, \$1 Million in EGLE Brownfield Loan, \$600,000 in USEPA Multi-Purpose Cleanup/Assessment Grants and over \$100 Million in tax increment financing.

In summary this project includes the following services (as selected in Article 2):

- Asbestos Abatement
- Brownfield Development
- Ground Penetrating Radar (GPR)
- Phase I / Phase II / Baseline Environmental Site Assessments
- Environmental Geoprobe Drilling
- Environmental Investigation / Characterization
- Underground Storage Tank (USTs) Removal / Soil Excavation
- Vapor Intrusion Assessments / Design / Installation / O&M Services

Project 26 Reference Information

Project Name: County Park Project

Project Address: 20 Parcels from Hamilton Avenue to Grand Traverse Avenue

Key Personnel: Jeff Carr, Tony Anthony

Project City / State / Zip: Flint, Michigan, 48502

Contact Name / Phone Number / Email Address: Barry June, Director-Genesee County Parks, 810-736-7100, bjune@gcparks.org

Project Description: Genesee County Parks is redeveloping the Flint River to create open green space, public parks, and an improved waterway. As part of the proposed riparian redevelopment, AKT Peerless evaluated the environmental condition along a section of the Flint River. In 2018, USEPA and EGLE identified Per-and Polyfluoroalkyl Substances (PFAS) contamination in the Flint River from two sewage outflows of the former Buick City property in Flint, Michigan. The Buick City property is located immediately upstream from the proposed development. Therefore, AKT Peerless conducted a PFAS investigation of the Flint River redevelopment area.

AKT Peerless' prepared a scope of work included the following: (1) preparation of an approved work plan, (2) installation of monitoring wells, (3) collection of soil, groundwater, and river sediment samples, and (4) preparation of a plan to prevent unreasonable exposure during construction and public use of the new park areas. AKT Peerless followed EGLE PFAS sample collection protocol during its investigation. AKT Peerless incorporated result of the investigation into a Documentation of Due Care plan based on site-specific response activities to demonstrate compliance with Section 20107a(1) of the Natural Resources and Environmental Protection Act (NREPA), Public Act (PA) 451 of 1994, as amended during and post redevelopment activities.

In summary this project includes the following services (as selected in Article 2):

- Environmental Investigation
- Per-& Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation

Appendix C.2

Field Logs

FF-13 DAILY FIELD REPORT



Day/Date: December 2, 2019

Project Name:	Former Zohd Enterprises LLC	Project Number:	8490F3
Location:	17410 Ecorse, Allen Park MI	Weather/Temp:	33°F, Windy
Contractor:	AKTP/TSP Env.	Client:	Allen Park DDA
Arrive Site:	7:05 AM	Mileage:	N/A
Leave Site:	11:30 AM	Total Time:	4.5 hrs

Summary:

- Arrive onsite, prepping for additional soil removal on northern alley (sewer line).
- Original soil remediation areas completely backfilled, intent to remove additional off-site impact.
- Large water containment frac tank onsite.
- TSP began by diggin an area to use as a "sump" to manage rainwater and water from storm sewer line during soil excavation and dispoal activities. Encountere subsurface water to be pumped into frac tank for future analysis/disposal.
- Once sump area dug, two trash pumps placed to pump water from area to allow access to dig.
- De-watering will continue untilw ater under control before digging will continue.
- Plan to meet 12/4 to continue.

Onsite: AKT Peerless (Kyle Sayyae) and TSP (David Reed)

Name: Kyle Sayyae
 Title: Project Manager

FF-13 DAILY FIELD REPORT



Day/Date:

December 4, 2019

Project Name:	Former Zohd Enterprises LLC	Project Number:	8490F3
Location:	17410 Ecorse, Allen Park MI	Weather/Temp:	30°F, Cloudy
Contractor:	AKTP/TSP Env.	Client:	Allen Park DDA
Arrive Site:	7:20 AM	Mileage:	N/A
Leave Site:	3:30 PM	Total Time:	8 hrs

Summary:

- Arrive onsite, prepping for additional soil removal on northern alley (sewer line).
- Currently approximately 10,000-gallons of water in frac tank from pumping.
- Two pumps set up to continue to manage water. Begin diggin at NW corner area, stockpile on plastic.
- 8:45 am, Usher oil onsite to collect frac tank samples for water disposal.
- 9:30am, Sewer line uncovered at NW corner, dug below line into clay to create new sump for water.
- 12:52 PM, Usher onsite to pump frac tank for water disposal (~10,000 Gallons).
- Throughout day- various verification samples collect (W-8 8', N-9 8', FL-22 10.5', N-10 8', N-11 7.5', N-12 8'. Samples collected after field screening at various wall and floor locations, additional material removed if field screening indicated impact before sampling.
- A total of eight 40-yard trucks of excavated soil removed for landfill disposal.

Onsite: AKT Peerless (Kyle Sayyae) and TSP (David Reed)

Name: Kyle Sayyae
Title: Project Manager

FF-13 DAILY FIELD REPORT



Day/Date:

December 5, 2019

Project Name:	Former Zohd Enterprises LLC	Project Number:	8490F3
Location:	17410 Ecorse, Allen Park MI	Weather/Temp:	30°F, Clear, light snow dusting
Contractor:	AKTP/TSP Env.	Client:	Allen Park DDA
Arrive Site:	7:30 AM	Mileage:	N/A
Leave Site:	4:00 PM	Total Time:	8.5 hrs

Summary:

- Arrive onsite, prepping for additional soil removal on northern alley (sewer line).
- Begin setting up pumps to frac tank.
- Backfill will begin when new sewer pipes are replaced within excavation to prevent wash out/collapse.
- Soil under pipe has black stain and odor, to be removed.
- 9:17am, New manhole structure arrives for sewer replacement.
- 10:30am, Fibertec onsite to pickup samples from 12/4.
- 11:00am, About 30 feet into pipe and soil removal and pipe replacement.
- 12:50PM, Front loader arrives on site to assist with backfill.
- 1:36PM, New sump area being dug to control water, also digging and installing manhole structure.
- One sample collected, FL-23 11'. Lot of screening with PID. No soil off-site today.

Onsite: AKT Peerless (Kyle Sayyae) and TSP (David Reed, Mark and Mike)

Name: Kyle Sayyae
Title: Project Manager

FF-13 DAILY FIELD REPORT



Day/Date:

December 6, 2019

Project Name:	Former Zohd Enterprises LLC	Project Number:	8490F3
Location:	17410 Ecorse, Allen Park MI	Weather/Temp:	35°F, Clear to Cloudy
Contractor:	AKTP/TSP Env.	Client:	Allen Park DDA
Arrive Site:	7:30 AM	Mileage:	N/A
Leave Site:	4:30 PM	Total Time:	9 hrs

Summary:

- Arrive onsite, prepping for additional soil removal on northern alley (sewer line).
- Pumping water from around sewer basin structure, prepping for birck and mortar work.
- Sewer excavation areas being backfilled and bucket compacted. Compaction testing taking place.
- 10:53am, Fibertec onsite to pick up samples from 12/5.
- 11:30, Sewer structure complete, some backfill, digging new sump area for water control.
- Samples collected after screening and appropriate soil removal (N-13 8', N-14 8', FL-24 10.5', N-15 8'.
- Seven 40 yard trucks of soil offsite for disposal. Anticipated to have trucks ready first thing in morning tomorrow.

Onsite: AKT Peerless (Kyle Sayyae) and TSP (David Reed, Mark and Mike)

Name: Kyle Sayyae
 Title: Project Manager

FF-13 DAILY FIELD REPORT



Day/Date:

December 7, 2019

Project Name:	Former Zohd Enterprises LLC	Project Number:	8490F3
Location:	17410 Ecorse, Allen Park MI	Weather/Temp:	24°F, Cloudy
Contractor:	AKTP/TSP Env.	Client:	Allen Park DDA
Arrive Site:	7:20 AM	Mileage:	N/A
Leave Site:	1:30 PM	Total Time:	6 hrs

Summary:

- Arrive onsite (Saturday), prepping for additional soil removal on northern alley (sewer line).
- Trucks staged on Ecorse ready for soil.
- Lots of concrete and slurry encountered near pipe, risking approach to Winona, diggin as far as logistically sound before stopping in the east direction (~4-5' west of approach).
- Continue to dig and haul soil and remove and replace piping. Continue pumping water and backfill.
- 11:39am, All pipe replaced, backfill in progress. Compaction testing taking place.
- Approxiamtely another 9,000-gallons of water in frac tank.
- Final backfill to finish next week.
- Sample collected after screening and excavation, N-16 7.5'. Only one 40 yard truck hauled soil today.

Onsite: AKT Peerless (Kyle Sayyae) and TSP (David Reed, Mark and Mike)

Name: Kyle Sayyae
Title: Project Manager

FF-13 DAILY FIELD REPORT



Day/Date: August 15, 2022

Project Name:	Salenbein Building	Project Number:	17383F-Task 2-17
Location:	187 West Monroe Street	Weather/Temp:	Partly Cloudy, 74°F
Contractor:	AKT Peerless	Client:	EGLE
Arrive Site:	10:15 AM	Mileage:	N/A
Leave Site:	11:00 AM	Total Time:	45 minutes

Summary:

On-site to conduct the site walk investigation of the property at 187 West Monroe Street in Dundee, Michigan
 The property consists of a vacant grassy lot with a concrete slab from a former building on the central/northwestern portion
 Driveways for ingress/egress are located at the northeastern portion (off of W. Monroe Street) and off of the eastern portion (off Mason Street)
 A portion of stressed vegetated is located on the central-eastern portion of the site (grass struggling to grow here)
 A metal stick up with disconnected electrical utilities was noted on the northeastern portion of the property
 All adjoining properties consist of single-family residential dwellings, except for the southern property which consists of a duplex/apartment building
 AKT Peerless took photographs of the subject property from each corner and took photographs of notable features (the utility stick up, stressed vegetation, concrete building slab). Also, photographs were taken of each adjoining property.

Name: Chelsea Mearnic
 Title: Environmental Consultant

FF-13 DAILY FIELD REPORT



Day/Date: September 6, 2022

Project Name:	Salenbein Building	Project Number:	17383F-Task 5-20
Location:	187 West Monroe Street	Weather/Temp:	Partly Cloudy, 68°F
Contractor:	AKT Peerless	Client:	EGLE
Arrive Site:	9:00 AM	Mileage:	N/A
Leave Site:	10:00 AM	Total Time:	1 hour

Summary:

On-site to meet with Ground Penetrating Radar Services (GPRS) to provide oversight during the GPR survey of the site. Potential abandoned Underground Storage Tanks (USTs) are still located on the subject property, near the northeast portion. Upon arrival, the GPR surveyor was already performing the survey. AKT Peerless spoke with the GPRS worker on site (Ryan Doty), who indicated that the GPR did not display detections of anomalies consistent with USTs at that time. AKT Peerless remained on-site while the GPR survey was conducted. When the survey was completed, Mr. Doty indicated that he did not observe detections of anomalies consistent with abandoned USTs during the survey. AKT Peerless provided a signature for the GPR services and left the site.

Name: Chelsea Mearnic
Title: Environmental Consultant

FF-13 DAILY FIELD REPORT



Day/Date: September 12-13, 2022

Project Name:	Salenbein Building	Project Number:	17383F-Task 5-20
Location:	187 West Monroe Street	Weather/Temp:	Partly Cloudy, 61°F
Contractor:	AKT Peerless	Client:	EGLE
Arrive Site:	8:30 AM	Mileage:	N/A
Leave Site:	3:00 AM	Total Time:	7.5 hours (each day)

Summary:

On-site to conduct subsurface investigation activities at 187 West Monroe Street, Dundee
 Bill Fox (AKT Peerless) on-site upon arrival and Sean Brick (AKT Peerless) arrived on site at 9:15 AM
 AKT Peerless personnell reviewed the Health and Safety Plan and signed the tailgate safety form before starting work
 AKT Peerless set up four wind flags near the corners of the subject property to note wind direction
 Soil borings AKT-1 through AKT-7, AKT-9, and AKT-10 advanced on 9/12/2022
 soil gas wells (SG-1, SG-2, SG-5, SG-7, SG-8, SG-9, SG-10) and soil gas pins (SG-3, SG-4, and SG-6) installed on 9/12/2022
 Remaining soil borings AKT-8, AKT-11, AKT-12, and AKT-13 advanced on 9/13/2022
 AKT Peerless screened all soil samples with the photoionization detector (PID) and collected one to two soil samples from each boring.
 Groundwater was not encountered at the subject property up to 20 feet below ground surface (bgs) - maximum depth
 12 soil borings were proposed in the Brownfield Site Assessment Sampling and Analysis Plan; however, AKT Peerless advanced an additional soil boring (AKT-13) at the northeast portion of the subject property in an attempt to re-create a former soil boring location advanced by Mannik Smith Group in 2014 within the former tank cavity.
 Soil gas sampling is to be conducted on 9/14/2022.
 AKT Peerless took photographs and measured each soil boring and soil gas well location using a measuring wheel
 AKT Peerless also pinned GPS locations of the borings and soil gas wells using a GPS tracks app on phone.
 No additional on-site visitors on 9/12/2022 or 9/13/2022

Name: Chelsea Mearnic
 Title: Environmental Consultant

FF-13 DAILY FIELD REPORT



Day/Date: October 11, 2022

Project Name:	Salenbein Building	Project Number:	17383F-Task 5-20
Location:	187 West Monroe Street	Weather/Temp:	Sunny, 70°F
Contractor:	AKT Peerless	Client:	EGLE
Arrive Site:	10:45 AM	Mileage:	N/A
Leave Site:	11:15 AM	Total Time:	30 minutes

Summary:

AKT Peerless on-site to remove seven soil gas sampling wells at 187 West Monroe Street, Dundee
 AKT Peerless removed each soil gas well including the tubing, caps, and protective PVC-pipe cover and placed the materials in a garbage bag for disposal.

No on-site visitors

Name: Chelsea Mearnic
 Title: Environmental Consultant

FF-13 DAILY FIELD REPORT



Day/Date: September 14, 2022

Project Name:	Salenbein Building	Project Number:	17383F-Task 5-20
Location:	187 West Monroe Street	Weather/Temp:	Cloudy, 63°F
Contractor:	AKT Peerless	Client:	EGLE/Wildcat Services
Arrive Site:	8:30 AM	Mileage:	N/A
Leave Site:	2:30 AM	Total Time:	6 HR

Summary:

On-site to conduct TO-15 (VOC) soil gas sampling from 10 soil gas pins (SG-1 through SG-10)
 SG-4, SG-6, and SG-9 are sub-slab pins in the remaining concrete slab of the former building
 Barometric P: 29.41"Hg
 Filled out EGLE RRD Soil Gas Sampling forms for each soil gas sample.
 SG-1, SG-8, SG-10 Pressures went up very quickly on bottle-vac regulators - within one minute for each
 No on-site visitors
 Leaving soil gas screens in the ground, will return to site to remove at a later date.

Name: Chelsea Mearnic
 Title: Environmental Consultant

**Day/Date:**

March 14, 2022

Project Name: Grandview Commons	Project Number: 7510f
Location: Dexter, Michigan	Weather/Temp: Sunny, 50°F
Contractor: AKT Peerless	Client: A. R. Brouwer
Arrive Site: 8:55 AM	Mileage: 100
Leave Site: 1:15 PM	Total Time: 4.25 hours plus mobilization

Scope: Vapor Mitigation System Monitoring**Summary:**

Started monitoring at Unit 54 (513 Boardwalk). Entered through garage with code given by Jessica. Found vapor pin but not u-tube manometer. Looked in hatch under the stairwell, as well as garage. Called Rachel. No answer. Incomplete 9:30am

Unit 18 (613 Woodland) was monitored. Resident answered but was not aware the I was coming. All system components were found & properly monitored. Completed @ 9:40 am.

Unit 53 (511 Boardwalk) was monitored. Resident answered door and let me in. All system components were found and properly monitored. Completed 10:10 am.

Received call from Rachel (10:38 am), she is meeting with me at Unit 54 @ 11:05 am to look for u-tube manometer.

11:10 am. Met with Rachel and entered 513 Boardwalk. Located the u-tube manometer. Upstairs in pantry. Recorded the measurement and left. Also met with Jessica Singer afterward.

There was also a miscommunication on the planning side. Unit 20 was supposed to be monitored instead of unit 18. Unit 20 was monitored afterward.

Unit 20 (617 Woodland) was monitored at 11:25 am. All system components were located and monitored. Done 11:40 am.

Completed notes and departed site. 11:55 am.

Returned to site @ 12:50 om for 1:00 appointment.

Unit 55 (515 Boardwalk) was not monitored. Rung doorbell on three separate instances between 1:00 and 1:03 pm.

Left site.

AKT Staff onsite: Collin Jump

Onsite Visitors:



Day/Date:

March 15, 2022

Project Name: Grandview Commons	Project Number: 7510f
Location: Dexter, Michigan	Weather/Temp: Sunny, 50°F
Contractor: AKT Peerless	Client: A. R. Brouwer
Arrive Site: 8:45 AM	Mileage: 100
Leave Site: 2:45 PM	Total Time: 6.00 hours plus mobilization

Scope: Vapor Mitigation System Monitoring

Summary:

Upon arrival, calibrated all equipment to start monitoring Unit 55 (515 Boardwalk)

Resident answered door @ 9:00 am and proceeded to basement. All components were found and properly monitored.

Unit 27 (505 Boardwalk) 9:30, resident answered door and proceeded to basement. All components were not installed, u-tube manometer and alarm were missing. Notified resident to expect a crew to install remaining components soon. Told Jessica and Rachel about the missing system components.

Unit 9 – (601 Woodland) - Vapor pin installation (10:00 am) – Scott W. on site @ 9:45 to assist.
Installed 2 pins (1 in boiler room and 1 in SE portion of garage)

Lunch break

Unit 10 (603 Woodland) – resident did not answer door for pin installation. Notified Jessica and Rachel for reschedule.

Unit 11 (605 Woodland) – complete vapor pin installation 2:30.

AKT Staff onsite: Collin Jump, Scott Wasielewski

Onsite Visitors:



Day/Date:

March 16, 2022

Project Name: Grandview Commons	Project Number: 7510f
Location: Dexter, Michigan	Weather/Temp: Sunny, 60°F
Contractor: AKT Peerless	Client: A. R. Brouwer
Arrive Site: 9:45 AM	Mileage: 100
Leave Site: 12:45 PM	Total Time: 3.00 hours plus mobilization

Scope: Vapor Pin Installation

Summary:

Jessica was unable to meet as planned.

Began with Unit 60 (527 Boardwalk). 10:06 am, installed vapor pin in garage. 10:06 am)

Jessica Singer on site @ 10:30 am

Unit 59 (525 Boardwalk) – Installed vapor pin in garage and basement.

Unit 57 (521 Boardwalk) – installed vapor pin in garage and basement.

Unit 58 – Installed one vapor pin in garage.

Unit 10 (603 Woodland) – Installed vapor pin in garage.

Off-site 12:45 pm

AKT Staff onsite: Collin Jump

Onsite Visitors: Jessica Singer



Day/Date:

June 16, 2022

Project Name: Grandview Commons	Project Number: 7510f
Location: Dexter, Michigan	Weather/Temp: Sunny, 90°F
Contractor: AKT Peerless	Client: A. R. Brouwer
Arrive Site: 8:10 AM	Mileage: 100
Leave Site: 1:30 PM	Total Time: 5.5 hours plus mobilization

Scope: Vapor Pin Installation

Summary:

8:10 on site. Thunderstorm. Waited until 8:30 to begin monitoring. Unit 12 (509 Woodland) – only one vapor in garage.

Unit 20 (617 Woodland) - only one pin installed and monitored. Vapor pin replaced due to rust and difficulty removing stainless steel cap.

523 Boardwalk monitored. 1 pin in garage and u-tube manometer in pantry.

Unit 14 (604 Boardwalk) – no answer.

Unit 15 (606 Boardwalk) – no answer

Installed vapor pins @ Unit 13 (garage and boiler room)

Met with Jessica Singer (10:35 am).

Monitored 8 units (see logs).

AKT Staff onsite: Collin Jump, Adrienne (intern)

Onsite Visitors: Jessica Singer



Day/Date:

February 23, 2022

Project Name: Grandview Commons	Project Number: 7510f
Location: Dexter, Michigan	Weather/Temp: Cloudy, 25°F
Contractor: AKT Peerless	Client: A. R. Brouwer
Arrive Site: 9:00AM	Mileage: 100
Leave Site: 11:45AM	Total Time: 2.75 hours plus mobilization

Scope: Vapor Pin Installation

Summary:

Met with Rachel Brouwer on-site @ Building 3 at 9:15am.

Quickly walked through a few of the unoccupied units to see where she would like the vapor pins installed.

- Garage: tucked into corners near garage door
- Boiler room: tucked into an area in front to access

Started with 606 Boardwalk (2 pins installed: 1 garage, 1 boiler), end at 10:00 am

Installed pin in garage of 608 Boardwalk.

May need to re-install based on a void and construction barrier hit, not a snug fit. End 10:30 am

Installed pin in garage of 602 Boardwalk, end 10:50 am.

Installed pin in garage of 607 Woodland.

Briefly caught up with Rachel Brouwer to discuss future steps at Grandview. Cannot access remaining units since they are occupied. Schedule remaining vapor pin installation.

VI System not fully installed in Building 3.

AKT Staff onsite: Collin Jump, Scott Wasielewski

Onsite Visitors: Rachel Brouwer

**Day/Date:**4-Aug-20

Project Name: Hamlin and Adams Project

Project Number: 3679F6

Location: Rochester Hills, MI

Weather/Temp: Overcast 73F

Contractor: HM Environmental

Client: LRH Development

Arrive Site: 0715

Mileage: 46 miles

Leave Site: 1645

Total Time: 9.5 hours

Scope: Excavation oversight

Summary:

715 Arrive onsite

HM onsite, truck 131, 130, 124

900 Begin stockpiling soil/debris

WRC Oakland County onsite

920 WRC offsite, continue digging, stockpiling

1030 Continue excavation of soil/debris. See photos.

1125 Test pit at NE corner, screened black soil at 2-2.5 ft 2879 PPM, called Brian Westhoff (AKT).

Continue excavation following discussion with Brian. See photos.

1300 Brian Westhoff onsite, continue excavation.

1430 Brian Westhoff offsite, continue excavation.

1545 Excavation complete, HM begins work on repairing NE silt fence. See photos.

1630 Begin cleanup

1645 Leave offsite

Truck Log	On	Off	Manifest No.
131	700	820	080420-1
130	700	835	080420-2
124	700	855	080420-3
131	1058	1120	080420-4
130	1058	1140	080420-5
124	1320	1340	080420-6
131	1412	1425	080520-7
130	1428	1438	080520-8

Name:

K. Harding

Title:

Env Consultant



Day/Date:

5-Aug-20

Project Name: Hamlin and Adams Project

Project Number: 3679F6

Location: Rochester Hills, MI

Weather/Temp: Sunny 75F

Contractor: HM Environmental

Client: LRH Development

Arrive Site: 0700

Mileage: 46 miles

Leave Site: 1230

Total Time: 5.5 hours

Scope: Excavation oversight

Summary:

700 Arrive onsite

HM onsite, truck 131, 130, 124

800 Remove some additional debris

1000 Prepare to sample for VSR, continue loading haulers with soil

Floor 1 - 1035, 2907 ppm, 6 feet

Floor 2 - 1040, 3432 ppm, 4.5 feet

Floor 3 - 1045, 1562 ppm, 4.5 feet

Floor 4 - 1050, 2402 ppm, 5 feet

Floor 5 - 1055, 1718 ppm, 5 feet

North 1 - 1105, 0 ppm, 2 feet

North 2 - 1130, 0 ppm, 4 feet

North 3 - 1205, 0 ppm, 4.5 feet

East 1 - 1155, 0 ppm, 2 feet

East 2 - 1200, 0 ppm, 2 feet

1230 Offsite to sample drop off

1300 Arrive at lab

1500 Arrive at office

1600 Leave office

Truck Log	On	Off	Manifest No.
131	700	740	080420-9
130	700	750	080420-10
124	700	800	080420-11
131	920	935	080420-12
130	920	940	080420-13
124	937	950	080420-14
131	1145	1200	080520-1
130	1152	1210	080520-2
124	1200	1225	080520-3

Name:

K. Harding

Title:

Env Consultant



Day/Date:

26-Aug-20

Project Name: Hamlin and Adams Project

Project Number: 3679F6

Location: Rochester Hills, MI

Weather/Temp: Rain 75F

Contractor: HM Environmental

Client: LRH Development

Arrive Site: 0700

Mileage: 46 miles

Leave Site: 1030

Total Time: 3.5 hours

Scope: Excavation oversight

Summary:

700 Arrive onsite

Rain, thunderstorm, lightning, two trucks to landfill

800 Begin excavating East 1 & 2 areas

830 Prepare to sample for VSR, continue loading haulers with soil on North-3A

East 1A - 830, 0 ppm, 2 feet

East 2A - 835, 180 ppm, 2 feet

930 Sample North-3A at 4.5 feet, feet, heavy rain, no pid

1000 Rain is too heavy, stop work called

1030 Offsite to office

Name:

K. Harding

Title:

Env Consultant

**Day/Date:**31-Aug-20

Project Name: Hamlin and Adams Project

Project Number: 3679F6

Location: Rochester Hills, MI

Weather/Temp: Sunny 80F

Contractor: HM Environmental

Client: LRH Development

Arrive Site: 0700

Mileage: 46 miles

Leave Site: 1030

Total Time: 3.5 hours

Scope: Excavation oversight

Summary:

700 Arrive onsite

HM onsite, truck 129, vac truck onsite

716 Begin vac truck and removing excavation water

Truck 130 onsite

820 Begin unloading hose, vac truck full

Begin excavation of Floor-4 area

855 Truck 129 fill

900 Truck 129 offsite to landfill, manifest 081820-4

Vac truck has an air leak, sending HM mechanic onsite to fix before it can leave site

Spoke with Brian Westhoff (AKT) to update

Brian recommends two truck loads of soil total, no more vac truck load for today

Will widen area of Floor-4 to assure two truck loads and soil sample, continue excavation

920 Truck 130 offsite to landfill, manifest 081820-5

925 Sample Floor-4a at 6 feet

HM mechanic onsite, truck 109 offsite, 08B12020-1

1030 Offsite to office

Name:

K. Harding

Title:

Env Consultant



Day/Date:

8-Sep-20

Project Name: Hamlin and Adams Project

Project Number: 3679F6

Location: Rochester Hills, MI

Weather/Temp: Rain 60F

Contractor: HM Environmental

Client: LRH Development

Arrive Site: 0645

Mileage: 46 miles

Leave Site: 0750

Total Time: 1.1 hours

Scope: Excavation oversight

Summary:

645 Arrive onsite

658 HM onsite, truck onsite

700 Check excavation for water

Took photos, measured excavation at least 4-4.5 feet deep

Rain continues

730 Spoke with Brian Westhoff (AKT), job called due to weather, reschedule work

750 Offsite to drop off PID

Name:

K. Harding

Title:

Env Consultant

Appendix C.3

Letters of Intent



January 6, 2023

Mr. Robert Lambdin
Director of Operations
AKT Peerless Environmental Services
22725 Orchard Lake Road
Farmington, Michigan 48336

Re: Letter of Intent
Department of Technology, Management and Budget
Indefinite-Service Indefinite-Delivery

Dear Mr. Lambdin:

Please be advised that Fibertec Environmental Services, of Holt, Michigan is capable and willing to provide support services for environmental assessments conducted under the Michigan Department of Technology, Management and Budget, Indefinite-Service Indefinite-Delivery program. Please do not hesitate to contact me for additional information to support this program.

Sincerely,
Fibertec Environmental Services

A handwritten signature in black ink, appearing to read "Daryl Strandbergh". The signature is fluid and cursive, with a long horizontal stroke at the end.

Daryl Strandbergh
Laboratory Director

December 30, 2022

Mr. Robert Lambdin
Director of Operations
AKT Peerless Environmental & Energy Services
22725 Orchard Lake Road
Farmington, Michigan 48336

Re: Letter of Intent
Department of Technology, Management and Budget
Indefinite-Service Indefinite-Delivery

Dear Mr. Lambdin:

Please be advised that E.T. Mackenzie Company of Grand Ledge, Michigan is capable and willing to provide support services for excavation and dewatering activities conducted under the Michigan Department of Technology, Management and Budget, Indefinite-Service Indefinite-Delivery program. Please to not hesitate to contact me for additional information to support this program.

Sincerely,
E.T. Mackenzie Company

A handwritten signature in cursive script, appearing to read "Phillip C. Emmons, Jr.", written in dark ink.

Phillip Emmons, Jr.
Project Manager/Superintendent



CONCRETE CUTTING, INC.

3515 S. OLD U.S. 23 HWY.
BRIGHTON, MI 48114
(810) 227-3650 FAX (810) 227-1290

December 30, 2022

Mr. Robert Lambdin
Director of Operations
AKT Peerless Environmental & Energy Services
22725 Orchard Lake Road
Farmington, Michigan 48336

Re: Letter of Intent
Department of Technology, Management and Budget
Indefinite-Service Indefinite-Delivery

Dear Mr. Lambdin:

Please be advised that FMG Concrete Cutting, of Brighton, Michigan is capable and willing to provide support services for vapor mitigation projects conducted under the Michigan Department of Technology, Management and Budget, Indefinite-Service Indefinite-Delivery program. Please to not hesitate to contact me for additional information to support this program.

Sincerely,

Arron Innes
FMG Concrete Cutting

January 6, 2023

Mr. Robert Lambdin
Director of Operations
AKT Peerless Environmental & Energy Services
22725 Orchard Lake Road
Farmington, Michigan 48336

Re: Letter of Intent
Department of Technology, Management and Budget
Indefinite-Service Indefinite-Delivery

Dear Mr. Lambdin:

Please be advised that Quantum Laboratories, of Wixom, Michigan is capable and willing to provide support services for environmental assessments conducted under the Michigan Department of Technology, Management and Budget, Indefinite-Service Indefinite-Delivery program. Please to not hesitate to contact me for additional information to support this program.

Sincerely,
Quantum Laboratories



David W Starr
Analytical Chemistry Manager



TRITON SERVICES, INC
Seamless Environmental Effects

1331 Glen Oaks Road
Holly, MI 48442
(248) 328-0766

January 6, 2023

Mr. Robert Lambdin
Director of Operations
AKT Peerless Environmental Services
22725 Orchard Lake Road
Farmington, Michigan 48336

Re: Letter of Intent
Department of Technology, Management and Budget
Indefinite-Service Indefinite-Delivery

Dear Mr. Lambdin:

Please be advised that Triton Services, of Holly, Michigan is capable and willing to provide support for vapor mitigation services conducted under the Michigan Department of Technology, Management and Budget, Indefinite-Service Indefinite-Delivery program. Please do not hesitate to contact me for additional information to support this program.

Sincerely,
Triton Services, Inc.

Louis Butkovich
President



MERIT LABORATORIES, INC.

2680 EAST LANSING DRIVE
PHONE: 517-332-0167
FULL SERVICE ANALYTICAL TESTING

EAST LANSING • MICHIGAN • 48823
FAX: 517-332-6333
FIELD SERVICES • CONSULTING • TRAINING

December 22, 2022

Mr. Robert Lambdin
Director of Operations
AKT Peerless Environmental & Energy Services
22725 Orchard Lake Road
Farmington, Michigan 48336

Re: Letter of Intent
Department of Technology, Management and Budget
Indefinite-Service Indefinite-Delivery

Dear Mr. Lambdin:

Please be advised that Merit Laboratories, Inc. of East Lansing, Michigan is capable and willing to provide support services for environmental assessments conducted under the Michigan Department of Technology, Management and Budget, Indefinite-Service Indefinite-Delivery program. Please to not hesitate to contact me for additional information to support this program.

Sincerely,

Maya Murshak
CEO
Merit Laboratories, Inc.



HM
ENVIRONMENTAL
SERVICES Inc.

42826 N. Walnut
Mt. Clemens, MI 48043
Phone (586) 469-0041
Fax (586) 469-1014

January 6, 2023

Mr. Robert Lambdin
Director of Operations
AKT Peerless Environmental Services
22725 Orchard Lake Road
Farmington, Michigan 48336

Re: Letter of Intent
Department of Technology, Management and Budget
Indefinite-Service Indefinite-Delivery

Dear Mr. Lambdin:

Please be advised that HM Environmental Services, Inc., of Mt. Clemens, Michigan is capable and willing to provide support services for environmental assessments conducted under the Michigan Department of Technology, Management and Budget, Indefinite-Service Indefinite-Delivery program. Please do not hesitate to contact me for additional information to support this program.

Sincerely,
HM Environmental Services, Inc.

A handwritten signature in blue ink, appearing to read 'Robert Borst', with a long, sweeping horizontal line extending to the right.

Robert Borst
Technical Representative

Appendix D

DTMB Business Forms



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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

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

(Check all that apply):

- ☐ Filed a Michigan single business tax return showing a portion, or all the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL • ~208.1 – 208.145: or
- ☒ Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- ☒ Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

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

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

Bidder shall also indicate one of the following:

- ☒ Bidder qualifies as a Michigan business (provide zip code: 48336)
- ☐ Bidder does not qualify as a Michigan business (provide name of State: _____).
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)



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

Bidder: AKT Peerless Environmental Services

Robert W. Lambdin

Authorized Agent Name (print or type)

Robert W. Lambdin

1/10/2023

Authorized Agent Signature & Date

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



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

Responsibility Certification

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

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



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

- iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the period required.
- iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
- v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
- vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).

(j) Is NOT an Iran linked business as defined in MCL 129.312.

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

Bidder: AKT Peerless Environmental Services

Robert W. Lambdin

Authorized Agent Name (print or type)

Robert W. Lambdin

1/10/2023

Authorized Agent Signature & Date

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



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

ACKNOWLEDGMENT OF ADDENDUMS

PSC acknowledges receipt of Addenda: No. 1 dated: 12/7/22,

No. 2 dated: 12/21/22 No. dated:



COST OR PRICE SUMMARY

(see accompanying instructions before completing this form)

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

PART I - GENERAL

1. RECIPIENT	2. ASSISTANCE IDENTIFICATION NO.
3. NAME CONTRACTOR OR SUBCONTRACTOR AKT Peerless Environmental Services	4. DATE OF PROPOSAL January 11, 2023
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP Code) 22725 Orchard Lake Road Farmington, Michigan 48336	6. TYPE OF SERVICE TO BE FURNISHED Environmental Services
TELEPHONE NUMBER(Include Area Code)	

PART II - COST SUMMARY

7. DIRECT LABOR (specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
		\$	\$	
DIRECT LABOR TOTAL:				\$
8. INDIRECT COSTS (Specify indirect cost pool)	RATE	x BASE =	ESTIMATED COST	
		\$	\$	
INDIRECT COSTS TOTAL:				\$
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$	
(2) PER DIEM			\$	
TRAVEL SUBTOTAL:			\$	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST	ESTIMATED COST	
		\$	\$	
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
			\$	
SUBCONTRACTS SUBTOTAL:			\$	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$	
OTHER SUBTOTAL:			\$	
e. OTHER DIRECT COSTS TOTAL:				\$
10. TOTAL ESTIMATED COST				\$
11. PROFIT				\$
12. TOTAL PRICE				\$ 1.00

PART III - PRICE SUMMARY		
13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES <i>(Indicate basis for price comparison)</i>	MARKET PRICE(S)	PROPOSED PRICE

PART IV - CERTIFICATIONS

14	CONTRACTOR
----	------------

14a. HAS A FEDERAL AGENCY OR FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL ASSISTANCE AGREEMENT OR CONTRACT WITHIN THE PAST 12 MONTHS?

☐ YES ☒ NO (If "Yes" give name, address, and telephone number of reviewing office)

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

14c. This proposal is submitted for use in connection with and in response to:
(1)

This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of:

(2) DATE
January 11, 2023

I further certify that a financial management capability exists to fully accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

(3) TITLE OF PROPOSER

Director of Operations

SIGNATURE OF REVIEWER

Robert W. Janselin

DATE OF EXECUTION
January 11, 2023

15. RECIPIENT REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed cost/price appear acceptable for subagreement award.

TITLE OF PROPOSER

SIGNATURE OF REVIEWER

DATE OF EXECUTION

16.	EPA REVIEWER	
-----	--------------	--

TITLE OF PROPOSER

SIGNATURE OF REVIEWER

DATE OF EXECUTION

APPENDIX 3
PROFESSIONAL CERTIFICATION
FORMS
(See pages 250 - 253)

APPENDIX 4

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

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

MICHIGAN SELECT CITIES*

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

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$92.50	

OUT-OF-STATE SELECT CITIES*

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

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$101.50	

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

Mileage Rates	Current
Premium Rate	\$0.655 per mile
Standard Rate	\$0.440 per mile

* See Select Cities Listing

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

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

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

APPENDIX 5

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia MI 48154-3805	CONTACT NAME: Erin Dial PHONE (A/C, No, Ext): 734-525-2439 E-MAIL ADDRESS: Erin.Dial@MarshMMA.com	FAX (A/C, No): 212-607-1178
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Illinois Union Insurance Company		27960
INSURER B: Allmerica Financial Benefit Insurance		41840
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 921552217

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		G7176378A004	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AWBD446325	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		G71763808004	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Pollution Liability:		G7176378A004	12/1/2022	12/1/2023	Limit: 1,000,000 Deductible: 10,000 Limit: 1,000,000

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

Project Name: 2023 ISID Contract 921

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds for General, Pollution and Automobile Liability that includes hired and non-owned automobile coverage. Waiver of subrogation is included, except where waiver is prohibited by law.

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are included as an additional insured for general liability and contractors pollution liability coverage to the extent provided in the attached forms: CG2010, CG 2037, ENV-3250, ENV-3251. See Attached...

CERTIFICATE HOLDER**CANCELLATION**

The State of Michigan Department of Technology
Management and Budget State Facilities
Administration Design and Construction Division
3111 W. St. Joseph Street
Lansing MI 48917

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED AKT Peerless Environmental Services LLC 22725 Orchard Lake Road Farmington MI 48336
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents is included as an additional insured for auto liability coverage to the extent provided in the attached form# 461-0478.

Where permitted by state law, the general liability Insurer waives its right to subrogation against certificate holder to the extent provided in the attached form#ENV3143.

30 day notice of cancellation applies except for non payment, endorsement has been ordered from the carrier.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured AKT Peerless Environmental Services, LLC			Endorsement Number
Policy Symbol EPW	Policy Number G7176378A 004	Policy Period 12/01/2022 TO 12/01/2023	Effective Date of Endorsement 12/01/2022
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured AKT Peerless Environmental Services, LLC			Endorsement Number
Policy Symbol EPW	Policy Number G7176378A 004	Policy Period 12/01/2022 TO 12/01/2023	Effective Date of Endorsement 12/01/2022
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s):

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or

- b.** That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
 - 2.** Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract, prior to a loss to which this insurance applies.	As required by written contract, prior to a loss to which this insurance applies.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract, prior to a loss to which this insurance applies	As required by written contract, prior to a loss to which this insurance applies
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Named Insured AKT Peerless Environmental Services, LLC			Endorsement Number
Policy Symbol EPW	Policy Number G7176378A 004	Policy Period 12/01/2022 to 12/01/2023	Effective Date of Endorsement 12/01/2022
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization: As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

Illinois Union Insurance Company

525 West Monroe Street
Suite 700

Chicago , IL 60661

NOTICE

POLICY NO. G71763808 004

NAME OF INSURED: AKT Peerless Environmental Services, LLC

ADDRESS: 22725 Orchard Lake Road

Farmington , Michigan 48336-3228

We are pleased to enclose your policy for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations/affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

Date: 12/29/2022

Surplus Lines Declarations



Policy No. G71763808 004	Renewal of: G71763808 003
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NAMED INSURED & MAILING ADDRESS
AKT Peerless Environmental Services, LLC 22725 Orchard Lake Road Farmington, Michigan 48336-3228

POLICY PERIOD
When Coverage Begins: 12/01/2022 12:01 A. M. Local Time At Named Insured's Address
When Coverage Ends: 12/01/2023 12:01 A. M. Local Time At Named Insured's Address

INSURING COMPANY	Producer's Name & Address:
Illinois Union Insurance Company	RSG Specialty 500 West Monroe Street 30th Floor Chicago, Illinois 60661 Producer No: Z00569

This insurance has been placed with an insurer that is not licensed by the state of Michigan. In case of insolvency, payment of claims may not be guaranteed.

**Environmental Follow-Form Excess
Policy Declarations**

**THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY AND ANY
ENDORSEMENTS OR SCHEDULES ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.**

Policy Number: G71763808 004

Renewal of: G71763808 003

Item 1. Named Insured: AKT Peerless Environmental Services, LLC
22725 Orchard Lake Road
Farmington, Michigan 48336-3228

The Named Insured is a: ☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Other: _____

Item 2. Producer: RSG Specialty
500 West Monroe Street
30th Floor
Chicago, Illinois 60661

Item 3. Policy Period: **Inception Date:** 12/01/2022 **Item 4. Expiration date:** 12/01/2023
(12:01 A.M. Local time at the address shown in Item 1.)

If "NOT INCLUDED" appears, then no such Coverage is provided under this policy.

Item 5. Schedule of Underlying Coverage

Commercial General Liability

Illinois Union Insurance
Company
G7176378A 004
12/01/2022 to 12/01/2023

\$1,000,000 Each Occurrence Limit
\$2,000,000 General Aggregate Limit (Other than
Products/Completed Operations)
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$500,000 Damage to Premises Rented to You
\$5,000 Medical Payments
\$1,000,000 Contractors Pollution Liability Coverage Part
\$1,000,000 Professional Liability Coverage Part

Employer's Liability

Accident Fund Insurance
Company of America
WCP100011223001
12/01/2022 to 12/01/2023

\$1,000,000 Each Accident
\$1,000,000 Each Employee for Disease
\$1,000,000 Policy Limit

Accident Fund Insurance
Company of America
WCP10000630701
12/01/2022 to 12/01/2023

\$1,000,000 Each Accident
\$1,000,000 Each Employee for Disease
\$1,000,000 Policy Limit

Automobile Liability

Allmerica Financial
AWBD446325
12/01/2022 to 12/01/2023

Not Included Bodily Injury Liability
Not Included Property Damage Liability
\$1,000,000 Combined Bodily Injury and Property Damage
Liability

**Environmental Follow-Form Excess
Policy Declarations**

Item 6.	Limits of Insurance:	\$9,000,000	Each Occurrence; Each Claim; Each Pollution Condition
		\$9,000,000	General Aggregate (Other than Products/Completed Operations and Automobile Liability)
		\$9,000,000	Products/Completed Operations Aggregate
		excess of the limits indicated in Item 5 of the Declarations	

Item 7.	Advance Premium:	\$28,688	(25% Minimum Earned)
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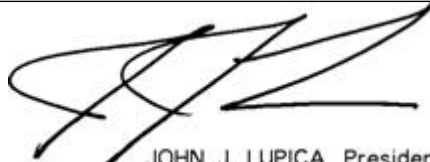
Item 8.	Rate:	Flat / Non Auditable
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Item 9.	Estimated Basis:	\$12,178,000	Estimated Revenue
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Item 10. Forms and Endorsements:

Endorsements as listed on Forms Schedule CPFS2

Item 11.



JOHN J. LUPICA, President
Authorized Representative

Date: 12/29/2022

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Saginaw Bay Underwriters 1258 S. Washington P.O. Box 1928 Saginaw, MI 48605	CONTACT NAME:	
	PHONE (A/C, No, Ext): 989 752-8600	FAX (A/C, No):
INSURED AKT Peerless Environmental Services LLC 214 Janes Avenue Saginaw, MI 48607-1233	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A : Accident Fund Insurance Co.	
	INSURER B :	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AFWCP100006307	03/04/2023	03/04/2024	X WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(7/21)

CERTIFICATE HOLDER

CANCELLATION

Michigan Department of Technology Mgmt & Budget
State
Facilities Admin Design & Construction Div
3111 W St Joseph St
Lansing, MI 48917

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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