



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

ATC Group Services LLC dba Atlas Technical (Atlas)
46555 Humboldt Dr., Suite 100
Novi, MI 48377

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

Indefinite-Scope, Indefinite-Delivery Contract No. 00923

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	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												
X	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												
X	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:

ATC Group Services LLC dba Atlas Technical (Atlas)

Firm Name

CV0053354

SIGMA Vendor ID Number



Signature

3/2/2023

Date

Operations Manager, Michigan

Title

FOR THE STATE OF MICHIGAN:



March 3, 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: _____)



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State Facilities Administration
Design & Construction Division

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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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.



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

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

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

Bidder: _____

 Authorized Agent Name (print or type)

 Authorized Agent Signature & Date

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



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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



ATLAS

2023 ISID for Environmental Services

Various Locations, Michigan

Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Attn: Ms. Indumathy Jayamani, Project Director

ATLAS TECHNICAL CONSULTANTS

46555 Humboldt Drive, Suite 100

Novi, Michigan 48377

Joshua Schuyler, Program Manager

(248) 563-2666

joshua.schuyler@oneatlas.com



January 12, 2023

Ms. Indumathy Jayamani, Project Director
Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Submitted Via SIGMA

RE: 2023 INDEFINITE SCOPE INDEFINITE (ISID) CONTRACT FOR ENVIRONMENTAL SERVICES

Dear Ms. Jayamani:

ATC Group Services LLC dba Atlas Technical (now known as Atlas) is pleased to submit this Statement of Qualifications to the Department of Technology, Management and Budget (DTMB) in response to the Request for Proposal (RFP) for ISID Environmental Services.

Atlas is pleased to provide our qualifications for almost every Service Category listed in the RFP – we are proposing on 12 categories out of 14 listed providing comprehensive services from an experienced DTMB contract holder.

IF SELECTED, We Bring....

- **DTMB Experienced Program Manager:** Joshua Schuyler will continue his role as Program Manager and Primary Point of Contact for all DTMB work. Mr. Schuyler has 22 years of total experience, 18 years managing on call contract work for Michigan agencies; and 6+ years as the Atlas Program Manager for DTMB. He has managed hundreds of projects over his career, including DTMB, EGLE, Municipal and Petroleum on call contracts of similar scope and magnitude throughout Michigan.
- **Working Experience:** The Atlas team presented here has an average of 25 years of experience in the DTMB Key Service Categories; 15+ working together at Atlas and all senior and project leads have degrees in their fields of expertise, most with advanced degrees.
- **Project Experience:** Almost 30 years of experience with DTMB contract management, specifically we are contract holders on four (4) active DTMB contracts.
- **Capacity:** Three Michigan offices, with primary program management from the Atlas Novi, Michigan office. Fourteen (14) offices in surrounding states, with an additional 200 professionals available to provide management, regulatory expertise and field support resources as needed.

We appreciate the opportunity to submit this Qualification Statement and Proposal to expand our working partnership with DTMB, serving the user agencies, constituents, and residents of Michigan. We would be pleased to submit additional information if necessary and/or meet with you directly to discuss our qualifications. Please do not hesitate to contact any of the undersigned.

Sincerely,

ATC GROUP SERVICES LLC DBA ATLAS TECHNICAL

Robert Smith

Area Manager – Michigan

☎ 248-863-2669 | ✉ robert.smith@oneatlas.com

Joshua Schuyler

Operations Manager / DTMB Program Manager

☎ 248-863-2666 | ✉ joshua.schuyler@oneatlas.com



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PART I - TECHNICAL PROPOSAL

I-1 - GENERAL INFORMATION AND PROJECT TEAM

Corporate Headquarters

ATC Group Services LLC, dba Atlas Technical (Atlas)
13215 Bee Cave Parkway, Building B, Suite 230
Austin, Texas 78738

Authorized to Execute Contract

Primary

Joshua Schuyler
Operations Manager, Michigan
46555 Humboldt Drive, Suite 100
Novi, Michigan 48377
Phone: (248) 863-2666
joshua.schuyler@oneatlas.com

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Atlas Primary Contact/SIGMA Business Office

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Operations Manager, Michigan
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Novi, Michigan 48377
Phone: (248) 863-2666
joshua.schuyler@oneatlas.com

Atlas is registered under SIGMA Vendor Code # CV0053354.

Additional Contract Response/Operations Offices

Detroit	Grand Rapids
1735 E. McNichols Road	2650 Horizon Drive SE, Suite 110
Detroit, Michigan 48203	Grand Rapids, Michigan 49546

- ✓ The Atlas Michigan offices are in Detroit, Grand Rapids, and Novi, Michigan. Atlas is licensed to operate and practice in the State of Michigan. Within the last 5 years, Atlas has not defaulted on a contract or had a contract terminated for cause.
- ✓ Atlas is Limited Liability Company, incorporated in Delaware in 2017.
- ✓ Atlas is licensed and authorized to practice in the State of Michigan.
- ✓ RFP required forms and Acknowledgement of Addendums may be found in **Appendix D**.

I-2 – UNDERSTANDING OF PROJECT AND TASKS

PROJECT UNDERSTANDING

Michigan Department of Technology, Management and Budget (DTMB) is seeking a qualified environmental service firm for minor, emergency and /or routine investigation and remediation projects for contaminated sites throughout the State of Michigan. Awarded firms will complete projects under an Indefinite Scope/Indefinite Delivery (ISID) contract for a term of three years base, with a single year option extension.

Projects will have multiple overlapping service requirements that will require a diversity of technical specialists and field teams to mobilize in both urban and remote locations, with the resources and capacity to commit staff and equipment for multiple project phases – *Study, Schematic Design, Preliminary Design, Final Design, Construction Administration and Operations and Maintenance Management.*

A contract of this size and scope needs a dynamic partner with the depth and breadth of experience and expertise to provide regulatory guidance and project services on a wide variety of environmental tasks.

Atlas and its core management team have been providing high-quality, cost-effective, and responsive consulting services to DTMB since 1995.

We have assembled an exceptional team of management, technical, and administrative support staff, to present a team with the requisite qualifications and resources to provide the expert services DTMB will need, specifically:

- ✓ An experienced team *committed for the duration of the contract* to provide expertise, management/technical staff, and support personnel for a variety of projects, project duration, and project phases throughout the State of Michigan via DTMB contract orders.
- ✓ Management and communication plan that includes an experienced Project Manager for accountability; well-rounded contract team that includes licensed personnel at all levels backed by a national team of regulatory and advisory experts.
- ✓ Proven emergency response program, with a 24-hour dedicated call center, that provides mobilization for a diversity of potential crisis response situations within hours of initial contact.
- ✓ Established service agreements with remedial, construction, drilling, specialty subcontractors and laboratory partners providing a ready-made team on day one of the contract.
- ✓ Established communication, safety and quality control plans that are implemented into overall contract administration with site specific plans to address the individual requirements of each service/task order.

DTMB will need a partner that can deliver a competent management team, regulatory expertise, and licensed field teams for a range of services, mixture of project sites and building types, with the geographic reach and staffing capacity to provide for concurrent assignments and overlapping schedules -- we believe Atlas is that partner!

BEST SUITED | BEST VALUE TO ACCOMPLISH

Atlas is an integrated professional services provider, delivering a diverse range of services from a single consultant. We pride ourselves on following disciplined safety processes, clear communications paths, and strict quality procedures to provide our clients with exceptional project management and project delivery. We recognize the importance that reasonable fiscal control helps drive down costs and solid, quality Work Plans that provide detailed scopes and ensure reliable data in every deliverable.

Our ‘value add’ aligns with DTMB’s tentative percentage breakdown outlined in RFP Section I-4, Contract Award and highlights the following advantages for DTMB:

Capacity and Quality

A deep bench of resources to meet both planned and emergency response needs. The Atlas team offers a national team of over 3,000 experienced environmental and engineering personnel; 50 professionals in Michigan; 200 professionals in neighboring offices located in Indiana, Ohio, and Wisconsin. Of that team, 20% are senior, 35% are mid-level, and 45% are junior level, assuring DTMB has the right mix of technical and subject matter expertise with cost efficient site and field mobilization at every skill level. **See Qualification Statement, Page 13 for Key Personnel Matrix and Appendix A, RFP Questionnaire, Article 5; See Appendix C for Resumes.**

Experience

Documented previous successful experience through client testimonials and references (**See Appendix B, Project Summaries**). We have collectively executed hazardous material surveys (HMS), environmental site investigations, soil and groundwater assessments, vapor intrusion and design/remediation projects and completed services at more than 254 project sites for state agencies under the DTMB contracts and other similar state and municipal task order contracts within Michigan over the last 5 years, see below. **See Appendix A, RFP Questionnaire, Section 4.6, 5.15 and 8.1.**

- 300+ HMS – Detroit Public Schools Community District (DPSCD)
- 1,200+ HMS – City of Detroit
- 90+ HMS – DTMB Contracts
- 200+ HMS – Universities (MSU, UM, EMU, CMU)
- 200+ Lead Inspection/Risk Assessments (MDHHS/USDOJ/DPSCD)
- 150+ Active LUST Projects MI (Petroleum clients)
- 500+ Environmental Investigation Projects (CERCLA/213/201/RCRA)
- 500+ Environmental Drilling/Well Abandonment Projects (CERCLA/213/201/RCRA)
- 400+ GPR or LIF, Field Screening Projects (CERCLA, 213, 201)
- 10+ Landfill Monitoring (CERCLA/Developers)
- 20+ PFAS sampling sites (201/Due Diligence)
- 650+ Due Diligence Projects - PI/II ESAs, BEA, DCE (City of Detroit, Detroit Public Schools, Petroleum, Developers, Lenders/Banking)
- 15+ Remediation Systems Design/Construction Oversight
- 200+ Specialty Sub Surface and Utility Inspections during drilling events, environmental assessments, and emergency response activities
- 300+ UST/AST Removals/Demo/Soil Excavation/Closure (DTMB, EGLE, MDOC, Petroleum, Municipal, School Districts, Developers)
- 350+ Vapor Intrusion Assessments / Risk Mitigation/Design Projects (DTMB, EGLE, MDOC, Petroleum, Municipal, School Districts, Developers, Lenders/Banking, Commercial/Industrial)

Personnel Staffing

The Atlas team is comprised of licensed Professional Engineers, Geologists, Certified Safety Professionals, Certified Industrial Hygienists, environmental scientists, air quality specialists, permitting and environmental professionals, Michigan licensed asbestos and EPA licensed lead professionals. **See Section I-3 – Personnel, Page 13 of this Qualification Statement.** Our DTMB team offers:

- Twenty (20) contract level key personnel, with a combined 455 years of cumulative relevant experience, an average of 22+ each managing related contracts and programs and 7+ years working together at Atlas - all with a keen sensitivity to current regional and state issues and stakeholder involvement.
- Twenty-three (23) task and field personnel, selected specifically for geographical mobilization and experience in the environmental / engineering / design service areas.
- Supported by the Atlas national strength of 3,000 environmental and engineering professionals available for advisory, regulatory guidance and to augment field response as necessary.

Business Organization and Contract Understanding

We are well organized to manage large scale, statewide contract programs, with over 30 years of experience managing similar contracts to the DTMB ISID structure. We understand the diverse community of stakeholders, provide valuable insights into the unique environmental and political attributes, and have demonstrated experience dealing with the challenges of sites specifically related to complex investigation, remedy evaluation, design, and oversight. **See Page 2, Section I-2 of this Qualification Statement and Appendix A, RFP Questionnaire, Section 5.4 for additional detail.**

Special Factors

Atlas is a full service environmental and engineering firm, integrating teams and service divisions to plan and implement a project from initial study phase to final close out. **See Appendix A, RFP Questionnaire, Article 7.**

EXPERIENCE WITH SIMILAR PROJECTS

In addition to the project experience summaries provided in Appendix B, Atlas aligned our experience with the 11 bullets listed in the DTMB RFP's Scope of Work, Summary - Experience Preference. Our extensive experience brings the following preferential benefits and successful project work:

Experience working at Parts 201 and 213 of NREPA 1994 P.A. 451, as amended sites

Atlas staff for this proposal was organized specifically because they are accomplished engineers, project managers, geologists, scientists, and technicians with extensive experience in UST removals, soil excavations, construction oversight, dewatering, permitting and waste characterization.

Atlas manages clients with project sites under Part 201 and 213 related site investigations under ISID contracts with DTMB, EGLE/RRD staff in all districts and over 150 active retail petroleum Part 213 Leaking Underground Storage Tank projects in Michigan. Atlas manages several client projects under 201 releases/facilities including Due Care Evaluations, vapor intrusion assessments and vapor mitigation.

We have designated a team of key personnel to provide consistency and accountability for the DTMB and State agency clients. They have the management capabilities, proficient technical skills, and field experience to be flexible, effective, and cost-efficient in their work and in providing site specific solutions for each project.

Project/client work under Michigan Part 201/213 site assessments and remediation include:

- 150+ LUST Projects throughout Michigan
- Multiple large retail petroleum clients
- DTMB / EGLE – Tank and Soil/LUST sites
- DTMB / MDOC – Tank and Soil/LUST sites
- Multiple Banking Institutions / Lenders-Due Care
- City of Detroit – Environmental Services
- Detroit Public Schools Community District
- Multiple County Road Commission Sites
- City of Ann Arbor
- Multiple Developers-Residential/Commercial – Due Care / Vapor Mitigation

Experience working at CERCLA regulated sites

In 2017, Atlas acquired SCST Inc. SCST was a member of the SulTRAC Joint Venture (JV). Under this JV, the Atlas team held US EPA Region 5 Remedial Action Contract 2 (RAC 2) to provide the full range of Comprehensive Environmental Response Compensation and Liability Act (CERCLA) services to support EPA in executing the Superfund program in EPA Region 5.

The contract initially had a 10-year period of performance, but EPA extended the POP for the contract by an additional 5 years, reflecting satisfaction with the work conducted. The team was awarded 193 work assignments at 72 different Superfund sites with a cumulative value of \$312,723,094. These assignments ranged in value up to \$51,000,000 with a median value of \$561,000 per work assignment. Projects performed under the contract include:

- 41 Fund-lead RI/FS
- 20 Fund-lead RDs
- 29 Fund-lead RAs
- 6 Fund-lead LTRA
- 26 Technical Assistance work assignments
- 30 Oversight of PRP RI/FS
- 13 Oversight of PRP RDs
- 20 Oversight of PRP RAs
- 3 Oversight of PRP LTRA
- 5 Community Involvement work assignments

The contract scope included the full range of CERCLA work at Superfund sites (RI/FS, RD/RA, O&M, LTRA, and TA) and performing the work has given us ample experience knowing the requirements of both CERCLA and the NCP. Our experience in the six states of EPA Region 5, supporting EPA interactions with state authorities and contract buy-ins from other states, has given us a valuable perspective on EPAs interactions with state and local regulators and other stakeholders. We understand the complex, multifaceted issues that regulated sites face when dealing with EPA, other regulators, community groups, and PRPs.

Reference for CERCLA
experience with US EPA:
Linda Martin,
martin.lindab@epa.gov,
312 886 3854

Experience in conducting effective environmental assessment, RI, and FS services

Our team is experienced in evaluating and assessing a variety of complex site of environmental contamination for a variety of clients and site risks. Atlas has decades of experience remediating complex contaminated, multi-release sites through state and federal regulatory frameworks from assessment to remedial investigations to feasibility studies/pilot testing and design/implementation of selected remedial option.

We are currently operating more than **150** remedial systems nationally, employing various remedial technologies including dual phase extraction and treatment, air sparging, soil vapor extraction, hydraulic containment and treatment, and other technologies, and we have also installed permeable reactive barriers and remediated groundwater using in situ chemical oxidation, in situ chemical reduction, and biostimulation. Experience and services include:

- Remedial Investigations / Feasibility Studies (RI/FS) under CERCLA
- Pilot Testing/Treatability Studies
- Remediation System Design, Installation, Implementation & Optimization/Decommissioning
- National Remedial Operation Specialists (ROS) that assist in review/design/implementation/O&M/safety and compliance across all states ensuring consistent documentation/data collection and QA/QC protocols.
- ROS training of all remedial operations staff/technicians including electrical safety, on-site LOTO training, Site Specific Health and Safety Plans, detailed JSAs and task management plans
- Environmental Site Assessment (ESA) Phase I/ Property, Condition Assessments (PCA) / Due Diligence, and ESA Phase II – Subsurface Investigation and Evaluation and Due Care response and mitigation plans/implementation
- Landfill Monitoring/Permitting and Remedial Response

Brownfield Redevelopment. Our environmental assessment experience includes experience with brownfield sites. Our professionals have delivered solutions for brownfields redevelopment at the state, local, and national levels for over 18 years. Since 2008, we have helped our clients receive millions in federal and state grants and incentives including securing numerous specialized grants, such as CDBG, TIGER, Portfields, Alternative Energy, Sustainability, Recreational Trails, and Multimodal/Transportation. This focus on our brownfields program has resulted in millions of dollars of community development for our clients. Our brownfield professionals have collaborated with local, state, and federal/private partnerships to revitalize communities and provide comprehensive services such as:

- | | |
|-----------------------------------------------|-------------------------------------------------------------------------|
| - State and Federal BF Management | - Baseline Environmental Assessments |
| - Brownfield Grants and MI Act 381 plans | - Due Care Evaluations/Regulatory Review |
| - Community Outreach & Education | - UST Assessments/Removals |
| - Stakeholder Identification & Meetings | - Remedial Assessments/Pilot Testing |
| - Coordination of Public-Private Partnerships | - Remediation Design/Implementation |
| - Database & interactive Map Creation | - Asbestos/Lead and Hazardous Materials Surveys/
Abatement Oversight |
| - Site inventory Development | - Vapor Intrusion Assessments |
| - Integration of Greener Clean Up methods | - Mold and Indoor Air Quality Assessments |
| - Phase I/II Environmental Site Assessments | |

Experience in conducting effective vapor intrusion to indoor air assessments and mitigation of vapor intrusion risks to both residential and non-residential structures

Atlas senior staff began working with EGLE Vapor Intrusion Specialists in 2009 to develop field procedures to investigate vapor intrusion at petroleum impacted sites. In conjunction with the development of the field procedures, Atlas participated in the Collaborative Stakeholders Initiative (CSI) group for Vapor Intrusion, in which we provided review and feedback to the State during the development and issuance of the EGLE *Guidance Document for the Vapor Intrusion Pathway* in 2013.

In August of 2014, Atlas presented our *Soil Gas Sampling Standard Operating Procedures* for installing vapor intrusion sample points and the collection of vapor samples at an EGLE Internal Training Program. Atlas has completed hundreds of vapor intrusion assessments across the country and over 200 for our Michigan clients. Atlas has completed these assessments under Part 201, Part 213 and CERCLA as well as follow up remedial/mitigation assessment, vapor mitigation/remediation design, installation, testing and O&M.

- 200+ VI Assessments (Part 213) / MI Petroleum clients
- DTMB/EGLE VI Assessments and Mitigation Systems under ISID contracts
- City of Detroit – Residential, Commercial VI Assessments/Mitigation/Indoor Air
- Detroit Public Schools – VI Assessments at several active school sites
- Watermark Residential – large scale 19 unit VI Assessment/Mitigation/Barrier and Monitoring System
- CERCLA/EPA/USACE, MI – multiple VI Assessments and Mitigation for various contaminants
- Brownfield / Due Care – VI Assessments and Mitigation for various clients (public and private)
- Due Care – Lenders/Banking and Private – several VI Assessments and Mitigation systems for across various sites and throughout MI

Experience with the development of human health and ecological risk assessments

The Atlas team has experience preparing screening level and baseline ecological risk assessments using methods prescribed by the USEPA such as Risk Assessment Guidance for Superfund. We have worked for a variety of clients with terrestrial or aquatic sites and conducted assessments following a paradigm of analysis of data, exposure assessment, toxicity assessment and risk characterization.

Atlas has prepared Human Health Risk Assessments (HHRA) for numerous industrial clients, PRP groups, and government entities under state and federal regulatory programs. These HHRA's have evaluated exposure to dioxins, PCB's, pesticides, VOC, SVOS, PAHs, inorganics, radionuclides, and biological wastes. We are skilled in the use of complex mathematical models, interpretation of environmental data, and all aspects of environmental reporting. Examples include:

- US EPA Remedial Action Contract (RAC II) - 41 CERCLA RI projects required assessments for Ecological and HHRA.
- Fort Devens, MA, Former Army Base, US Army. Performed human health risk assessment, exposure pathway and receptor evaluations. For individual areas, calculated risk, and cleanup recommendations for base closure.

- Natick, MA, and Fort Campbell, KY, US Army. Performed human health risk assessment, calculated risk, and remediation recommendations for areas of concern.
- RCRA Program Implementation, Water Tower Square, North Olmsted, OH, Ohio EPA. Risk evaluation for groundwater monitoring program and statistical evaluation for limits.
- Former Nutone Brownfield Redevelopment Remediation, OH. Removal actions were based upon remedial standards for vapor intrusion which were back-calculated using risk assessment criteria (commercial exposure scenario) and the Johnson-Ettinger model. Such calculations were based upon a 1.0E-05 human health risk, thereby facilitating remedial excavation to risk-based standards established for the primary exposure pathway of concern. This approach facilitated project completion within the project budget of \$3M, State Grant Program.

Experience with database development and management

Atlas experience with database development and management ranges from site inventory databases for brownfields projects to complex laboratory result databases at Superfund sites. At a high-profile smelter and lead refinery Superfund site, Atlas developed a relational database, coded complex queries to create standardized output tables and linked all data to appropriate properties to determine soil remediation excavation depths.

With this a geodatabase was created in ArcMap and both databases were linked to batch create maps with unique sampling results tables for each of the 780 properties that were sampled. Atlas has created and maintained databases at Superfund sites, brownfields sites, EPA Region 9 disaster response sites, local governments, and for private clients. Atlas database development and management experience includes, but is not limited to:

- Creating searchable geocoded property databases integrated with web-based map viewers,
- Managing sampling results in a relational database,
- Coding complex queries to create standardized output tables,
- Developing comprehensive geodatabases linked with sampling databases,
- Creating online survey forms for field data collection for direct input to a database,
- Creating data tables and figures displaying locations and sampling results, and
- Developing searchable document databases with a graphic user interface to perform queries.

Ability to perform sampling and provide technical review and Quality Assurance/Quality Control (QA/QC) of provided laboratory data

Atlas ensures laboratory data quality by preparing detailed Quality Assurance Project Plans (QAPP) that describe specific analytical procedures and reporting criteria to be used in sample analysis and by exclusively using NELAP certified laboratories to perform the analyses. Upon receipt of validated laboratory data, an Atlas chemist performs a project-specific data validation by comparing the validated analytical data to project-specific criteria detailed in the project QAPP, and applying qualifiers, as appropriate, along with a statement describing any deficiencies and noting that validated data can be used for decision-making purposes as qualified.

Our QA/QC staff assigned under this proposal include over 60 years of combined QA/QC support including program and project chemistry experience in environmental laboratory analyses, field sampling, QA/QC, and data validation experience.

The QA/QC team has experience in analytical chemistry at an environmental laboratory (organic/inorganic), mobile laboratory analyses (PCBs and TPH), laboratory analyses, field sampling (groundwater, surface water, and sediment/soil), data validation; chemistry support for multiple site investigations; site assessments; and monitoring.

The environmental chemistry support experience includes quality assurance project planning, technical support in planning and sampling activities, sampling procedures in compliance with UFP QAPP, interaction and auditing of subcontracted laboratories conducting analyses, data validation (Tiers 1 through 3/4) and management of EDDs and data under multiple contracts for project work at RCRA Facility Investigations, and Superfund Sites.

Atlas QA/QC staff have also provided technical support and identifying and selecting subcontractor laboratories and third-party data validators to ensure that work plan project level data quality objectives are met. Atlas has completed the following QA/QC work (primarily under EPA Region 5/CERCLA project work):

- EPA DQO development
- EPA Managed aspects of the modification of the Uniform Federal Policy for Quality Assurance Project Plan (UFP-QAPP) to include a non-CLP private laboratory and align third-party data validation.
- EPA Stages 2B or 3 Data Validation
- EPA QA oversight and third-party Stage 3 data validation reviews (for multiple COCs) and data validator including EPA's ESAT to ensure data quality objectives were met
- EPA Data Validation Summary Reports
- EPA technical procurement lead for laboratory selection and independent data validation services
- EPA QA Oversight-performed Level 2A data validation for PFAS data
- EPA reviewed ESAT data validation (Level 3) for data quality for SVOC data
- EPA Project QA Manager – technical support/review of PRP documents and preparation of UFP-QAPP
- Atlas National QA Guidance Development / Procedures, Training and Document Review

Ability to provide comprehensive professional services for the assigned projects

Atlas has developed and implemented environmental programs to help our clients manage the complex environmental challenges and liabilities. We currently hold contracts with several public agencies throughout Michigan, including DTMB.

Our approach to establishing environmental programs consists of establishing the Program Manager as a single point of contact for the client and who has the seniority and authority to assign staff and commit resources to complete the work at any specific location. The Program Manager is supported by geographically based dedicated project staff, including:

- Senior Project/Task Managers who are familiar with state and local regulators, and the staff resources near the sites with the necessary expertise with the capability to address a wide range of technical issues
- Project/Task Managers who understand the necessary actions and documentation to bring sites to closure
- Remediation engineers to design and install remedial systems and execute remedial actions
- Remedial Operations and Maintenance technicians to monitor and maintain remediation systems
- National Remedial Operations Specialist support/review resources with national guidance, training, systems, and certifications across all offices.
- Environmental scientists familiar with local regulatory requirements
- QA/QC review/support for all aspects of project work and client assistance.

Atlas understands the importance of having an approach to quickly increase available resources when needed while at the same time responding to the inevitable changes that occur on projects. The common thread to both challenges is finding qualified staff that will enable us to meet the performance thresholds identified in our work plans.

Throughout the duration of the project, Atlas will strive to maintain the same staff, procedures, routine meetings, and quality control methods. For example, we will schedule the same field personnel for the duration of the project to maintain quality, efficiency, and data collection methods. Retaining the same staff members also enhances safety due to their familiarity with the project site and travel routes to/from the project site.

The Project Summary Table and detailed Project Summaries included in **Appendix B** identify Atlas' diverse project experience and comprehensive services across multiple projects, client sectors and regulatory processes.

Accounting systems with capability to provide detailed cost documentation

Once a contract is secured, Atlas maintains a job-order cost accounting system using BST accounting software for recording costs incurred. Our advanced accounting systems position the company for sustained project management performance and compliance with Federal Cost Accounting (FAR) Standards. The system provides all necessary information at the contract, project, and task levels for Atlas managers to effectively execute their budget control responsibilities in a timely manner.

- ✓ Each project is assigned a job number so that costs may be segregated and accumulated in the company's job-order cost accounting system.
- ✓ The software maintains real-time accounting of resources used on the project and displays this graphically to each project manager's dashboard.
- ✓ The project management component of the software gives our project manager the ability to review scheduling and budgeting at any time, expediting communication between our project manager and the agency, without the need for additional analysis.
- ✓ This program is accessible from anywhere and allows project managers to track and evaluate performance of individual assignments at any time and from any place, even when traveling.
- ✓ This system includes capabilities to account for all DTMB back up, phase break down and importing costs to DTMB invoice submittal forms for quick and efficient review.

This online system collects actual cost information on a real-time basis and compares them to the project budget estimates based on a percent complete basis and other metrics. This method of measuring and evaluating performance enhances the ability to identify potential issues at an early stage, and to predict any possible impacts on the project, which in turn is used to guide the development of corrective actions if needed.

Number and location of the satellite offices, record of past performance, and financial and technical resources

Geographical Location. The Atlas geographical footprint in Michigan allows for individual project assignments to be managed and staffed based on the site location and offers flexibility based on workloads among Atlas response offices. Atlas will mobilize as follows:

- Atlas **Novi Office:** Western Upper Peninsula, Eastern Upper Peninsula, Saginaw Bay Area, Southeastern Lower Peninsula, Central Lower Peninsula
- Atlas **Grand Rapids Office:** Northern Lower Peninsula, Western Lower Peninsula, Southwestern Lower Peninsula
- Atlas **Detroit Office:** Additional Support – Southeastern Lower Peninsula (as needed)
- In addition to the three Michigan offices, Atlas has 14 offices in neighboring states of Indiana, Ohio, Illinois, and Wisconsin. These offices maintain over 200 personnel to provide technical expertise and regulatory review as well reposition mid and junior level field personnel to augment workload surges.
See Key Personnel Table, Section I-3, Page 13 of this Qualification Statement.

Record of Past Performance. A summary of Atlas' experience related to the 2023 Environmental Services Assignments (i.e., sampling, management, schematic and design development, construction

documentation, construction oversight, reporting) is provided in **Appendix B of this Qualification Statement and Appendix A, RFP Questionnaire, Sections 7 and 8.**

Financial Resources. Atlas is, and continues to be, in good standing, financially sound and a strong company with sufficient capital resources for normal ongoing operations. Our revenue for FYE 2021 was \$538M. Additionally, Atlas has a multi-year credit facility with a major financial institution which should provide appropriate liquidity to support on-going operations. We are well positioned to access capital to recruit additional staffing resources and build equipment reserves as needed.

Technical Resources. Atlas' resources will work collaboratively to serve the DTMB contract work and offer the efficiency of single source consultant that will address all project phases. The project team is further supported by in-house resources, including:

- Drilling Services (traditional drill rigs for hollow-stem auger drilling, all-terrain vehicle-mounted rigs, and hydraulic-push rigs)
- CAD-drafting capabilities (using Auto-CAD), with a dedicated draft team
- NVLAP Accredited Asbestos Laboratory
- AASHTO / ASTM Accredited Material Testing Laboratory

Equipment: Atlas offices are fully outfitted with portable specialized technical equipment to respond to multi-site, multi-service projects at a moment's notice. Our equipment is warehoused in-house and routinely inspected to assure optimal utilization and full compliance with regulatory standards.

Software: For graphics, design and drafting, we utilize Autodesk Architecture Engineering and Construction Collection (AutoCAD), AutoCAD 3D, Revit, Advance Steel, Civil 3D and Surfer 17 for 3D surface mapping and contouring. We use AllPile and LPile 4.0 for foundation design, GStab17 2.0 for slope stability analysis, and NewCon 90 for pavement section design.

Our drafters are trained in civil drafting using Building Information Modeling (Including REVIT, AutoCAD, and other Autodesk software) for construction coordination, clash detection, and quality control. Our BIM standards help to develop schedule lists, shop drawings, and various construction documentation.

I-3 – PERSONNEL

Atlas services reflect comprehensive capabilities parallel to the DTMB Scope of Work and Service Categories. Atlas understands that the success of a statewide, large-scale program demands careful attention to selection of individuals who are fluent in regulations and compliance review processes.

We distinguish ourselves with the following staffing capabilities, a sound knowledge of regulatory requirements for each of the service categories, and an ability to relate such requirements to the DTMB project operations.

All Atlas staff listed below are direct hires/employed by Atlas. Resumes for the below personnel, designated as KEY, included in **Appendix C**. Total list of all contract assigned personnel located in **Part II – Cost, Page 21 of this Qualification Statement**.

KEY PERSONNEL TABLE

Staff Name	Atlas Title	Labor Classification	Yrs. Exp. in Current Classification	Role and Responsibility	Physical Location of Staff Person
Joshua Schuyler	Operations Manager, Michigan	L4/P4	12	Program Manager Primary Point of Contact	Novi, MI
Robert Smith	Area Manager, Michigan	L4/P4	15	Secondary Point of Contact / Project Manager, Asbestos, HazMat	Novi, MI
Kelly Schmitt	Brownfields Program, Director	L4/P4	10	Project Manager, Brownfield Redevelopment	Denver, CO
Rik Lantz, PG	Senior Project Manager	L4/P4	26	Project Manager, Environmental	Chicago, IL
William Earle, PE	Sr. Environmental Engineer	L4/P4	20	Regulatory Review Team – (CERCLA) / Project Manager, Remediation/ Design and Task Manager, Environmental	Chicago, IL
Martin Gamble	Project Manager	L3/P3	26	Task Manager / Asbestos, Haz Mat	Novi, MI
Ryan Rae	Senior Field Inspector	L3/P3	7	Task Manager / Asbestos, Haz Mat	Novi, MI
Mike Luessen, PG	Senior Project Geologist	L3/P3	25	Project Manager, Brownfield Redevelopment	Cincinnati, OH
Dan Adams, PG	Senior Project Geologist	L3/P3	15	Project Manager, Brownfield Redevelopment and Task Manager, Remediation/ Design	Cincinnati, OH
Chris Ore, PE	Senior Project Engineer	L3/P3	7	Task Manager, Environmental	Indianapolis, IN
James Bresko	Senior Due Diligence Manager	L3/P3	20	Task Manager, Environmental	Grand Rapids, MI

Staff Name	Atlas Title	Labor Classification	Yrs. Exp. in Current Classification	Role and Responsibility	Physical Location of Staff Person
Laura Sleeper	Petroleum Division Manager	L3/P3	5	Task Manager, Environmental	Novi, MI
Gerry DeBusschere, CPG	Senior Project Manager/Geologist	L3/P3	30	Task Manager, Environmental	Novi, MI
Jackie Bergman	GIS/Data Systems	L3/P3	6	GIS/Database Manager, Environmental	Indianapolis, IN
Ron Santos, PE	Principal Engineer	L4/P4	20	Project Manager, Remediation/Design	Boise, ID
Joseph Hayes, PG	Senior Hydrogeologist / PFAS Specialist	L3/P3	20	Project Manager, Remediation/Design and Task Manager, Environmental	Williston, VT
Kevin Headd, CIH, CSP, PMP	Certified Industrial Hygienist / Sr. Project Manager	L3/P3	10	Certified Industrial Hygienist, Asbestos, HazMat	Portland, OR
Jessie Compeau	Chemist	L3/P3	23	Chemist/QA-QC	Seattle, WA
William Schaefer, PE	Senior Project Engineer	L3/P3	24	Regulatory Review Team – (Parts 201/213)	Chicago, IL
Dawn Bockoras, BSCE	Sr. Project Manager/ Remedial Operations Leader	L3/P3	10	Senior Review – Remedial Operations Systems, Remediation/Design	Cincinnati, OH

ROLES AND FUNCTIONS

Contract Management/Administration

The role of Program Manager will be the DTMB primary point of contact and oversee all aspects of contract management including the establishment of communications plans, formats of deliverables and invoicing structure, and overall quality control planning.

We have assigned the responsibility of contract management to the **PROGRAM MANAGER, JOSHUA SCHUYLER**. Mr. Schuyler is prepared to commit time and resources to task management, including identifying and selecting all team resources.

His expertise includes guidance and evaluation of detailed site investigations of soil gas, soil, and groundwater contamination; Risk-Based Corrective Action evaluations following ASTM guidance principles; remediation technology feasibility assessments; remediation system assessment, pilot testing, installation oversight, and post remedial action monitoring.

Mr. Schuyler is a lead technical resource and continues to work with several State of Michigan Departments including DTMB, EGLE, RRD, MDOC and DNR and the current Program Manager for all DTMB ISID contracts.

Technical / QA Review

Tasks and functions performed as Technical / QA Review are reserved for advisory and regulatory negotiations and senior QA review of work plan development/problem solving. Contract quality control and safety plans will be developed at this level and written guideline for site specific QA/safety plans will be included in those documents.

Project Managers

Project Managers are responsible for the development of an approach, schedule and budget of project assignments and related tasks based on the level of time and personnel necessary and, finally, stringent quality review and control of final deliverables.

They will assure the technical quality and timely delivery of Atlas services and written deliverables, cost-effective use of the most technically qualified Atlas staff, safety implementation and corrective actions and regulatory negotiations. They will be the front line for each task and will provide an additional layer of quality control reviews prior to project finalization.

Task Managers

Atlas Task managers were selected for both geographic proximity to Michigan projects sites but also for regulatory expertise in their designated fields. Assigned Task Managers will support the Project Manager with the day-to-day functions and milestones of each project, management of project data, development of draft reports and random site inspections.

Based on the scope and diversity of services, an assigned Project Manager can select multiple Task Managers to a project involving a crossover of service specialties.

Field Inspectors, Geologists, Scientists

Field personnel will be assigned as needed, selected by the Project Manager based on scope, necessary certifications, and availability to commit for project duration.

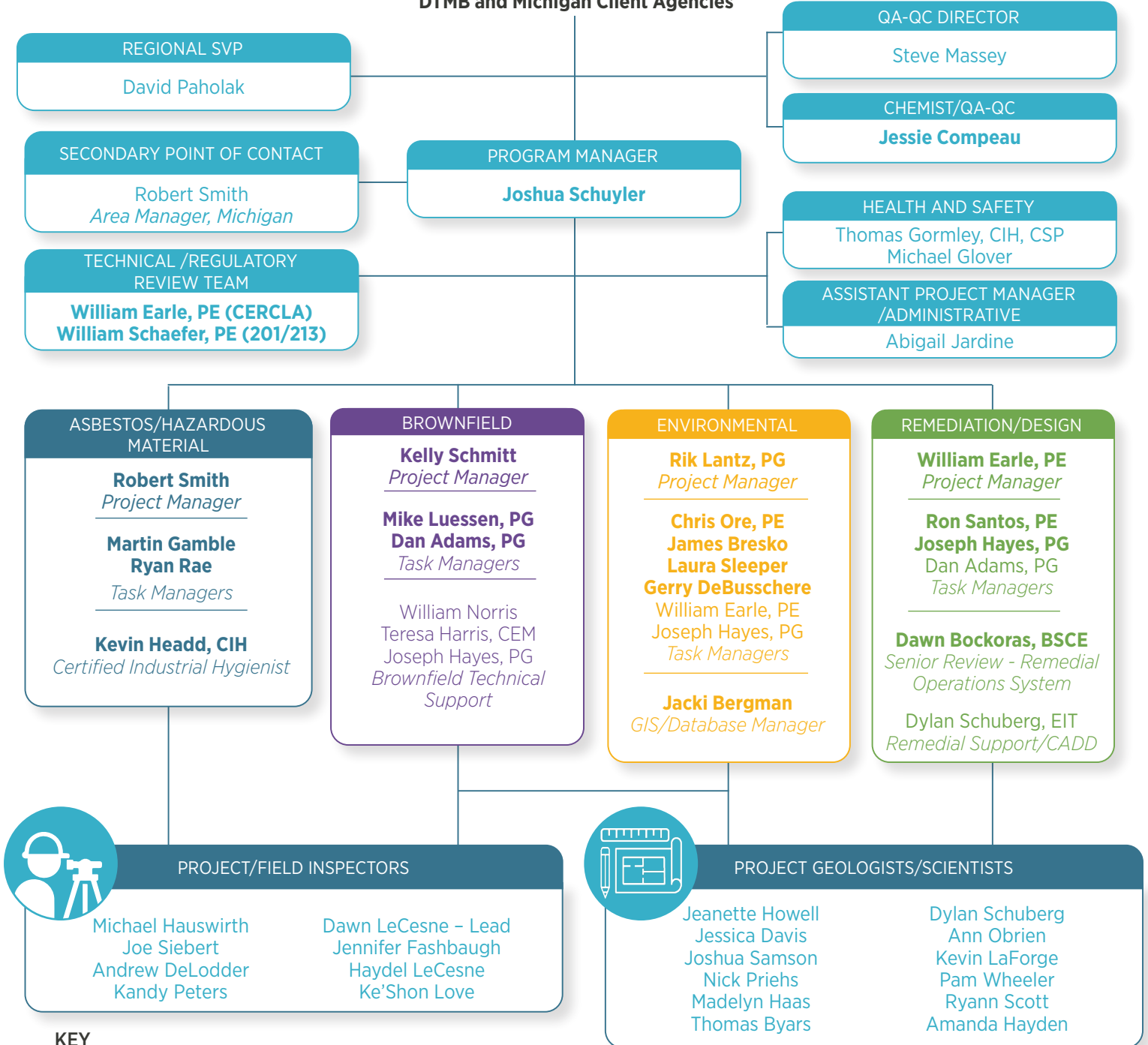
Field teams will be scaled to project schedule and budget and be the ‘boots on the ground’ interacting with DTMB local representatives and working side by side with trades and other site/project personnel.

They will communicate all field activity and events to the assigned Atlas management team. Field personnel can ‘stop work’ if safety issue or unapproved event (i.e., change in scope without approval) occurs.

ORGANIZATIONAL CHART



DTMB and Michigan Client Agencies



KEY

Bold = Key Personnel Resume Provided

BSCE - Bachelor of Science, Chemical Engineering

CIH - Certified Industrial Hygienist

CSP - Certified Safety Professional

CEM - Certified Environmental Manager

EIT - Engineer in Training

PE - Professional Engineer

PG - Professional Geologist

ADDITIONAL RESOURCES

In addition to our project team shown above, Atlas employs more than 3,000 professionals, including Master Service Agreements with Michigan based Subcontractors for Drilling and Analytical Services (as needed).

I-4 – MANAGEMENT SUMMARY, WORK PLAN AND SCHEDULE

Although Addendum #2, Item Q2 confirms that this section is not required at this time, Atlas is providing the below outline of the tools and processes we integrate into effective deliverables for on call, task order-based contracts.

MANAGEMENT SUMMARY

Our team's first goal will be to maintain a high-level quality of work by applying Atlas project management philosophies with professional and knowledgeable staff that will conduct daily work activities with less wasted motion to meet or exceed expectations on cost and time frames. Atlas maintains high standards to assist the client in meeting their project goals by using a project management approach that includes the following important elements and functions:

- ✓ Careful pre-planning and performance of project segments,
- ✓ Assignment of work to qualified environmental professionals with similar project experience, scalable to project term and requirements,
- ✓ Periodic reviews of each project by senior technical personnel,
- ✓ Prompt and regular communication with DTMB to facilitate the project and budget review under bi-weekly progress meetings, and
- ✓ A commitment to ensuring technical and regulatory accuracy in work products, using data of known quality, and following our QA/QC project review process.

Atlas is a large firm with a simple and time proven approach to meeting client needs – we assign a single Program Manager as primary point of contact and overall contract administration; supported by experienced Project Managers and technical experts for project management and regulatory compliance. A unique integration of project management, experienced field staff and effective communication has time and time again facilitated our client's goals -- with minimal disruption and maximum efficiency.

TOOLS TO ACCOMPLISH

With almost 30 years of experience as an on call, ISID/State of Michigan contract holder for state and municipal clients, Atlas developed a set of tools and processes to ensure effective management of services and deliverables. These processes act as a base for our management approach and are tailored to accommodate each client's specific contract requirements and include:

Dedicated Project Management and Process Flow Support

A key element of our project management philosophy is a dedicated project controls group. The Atlas project controls group will provide an additional layer of project delivery expertise to Mr. Schuyler by tracking key milestones and contract deliverables throughout the life of this contract. Mr. Schuyler will be the primary point of contact between Atlas and DTMB for all contractual and project-related matters.

Communication Protocols

The Atlas team understands that timely and accurate communication with the Client, as well as with its own staff, is one of the keys to completing successful projects under this contract.

Atlas will provide a single point of contact for streamlined communication and accountability. The Point of Contact will ultimately be responsible for client liaison/communication, and

maintaining the project schedule, budget, and final work product(s).

Atlas will ensure all State of Michigan regulatory notifications, contract notifications, and environmental laboratory notifications are accurate and submitted per their applicable prior notification requirements.

If during the project, unforeseen factors are encountered that would affect the scope of work, Atlas will notify the DTMB Project Director immediately regarding the changes and will not proceed without approval/permission up to and including contract modification costs.

Incident / Emergency Response Plan

The implementation of an Emergency Response Management Plan will be established once the contract is awarded. Atlas maintains a National Call Center for all Emergency Response Plans including 24-hour contact telephone numbers for Atlas, regulatory agency contacts and emergency response contractors. Protocol will then be established between the Atlas Program Manager, Mr. Schuyler, and the DTMB/State agency team, detailing steps to be taken in the event of a release incident.

Atlas has a proven track-record working on Crisis / Emergency Incidents. We have provided 24-hour response for multiple incidents categorized as Emergency Response Actions/Incidents. For these fast-tracked situations, Atlas:

- ✓ Responds absent a Task or Purchase Order; the client's verbal request is all that is needed,
- ✓ Mobilizes with the appropriate team office(s) and certified staff and connects with the client's designated contact to assess the crisis,
- ✓ Coordinates with the appropriate client representatives to prioritize the immediate requirements necessary to contain the

situation and enact a work plan to satisfy regulatory and site safety requirements, and

- ✓ Allocates and deploys any additional staff, equipment, or subject matter experts to address the work plan, regulations, and urgent timelines.

Cost / Schedule Management

DTMB assignments and pertinent site data/documents will be reviewed and a Pre-Proposal team meeting held with DTMB and State agencies to discuss the proposed Scope of Work and detail any specific site information including site access, etc.

An estimated cost proposal and Scope of Work will be developed and reviewed by the designated Program Manager to ensure that the proper technical resources are provided, the appropriate level of effort is assigned, and that the efforts meet contractual requirements. The cost proposal and Scope of Work will be submitted to DTMB and State agencies for review and DTMB assigned contract order approvals.

Atlas will develop a detailed Work Plan to define key team member roles and responsibilities, manpower requirements, specific project details, analytical requirements, schedule obligations, deliverables, etc. An internal team schedule will be developed to make sure all internal deadlines are met. This schedule will identify internal deliverables and receivables necessary for each discipline to complete their work to meet the respective submission schedules. The Work Plan will be submitted to DTMB and State agencies for review and approval prior to the start of any on-site work.

A project team will be assembled to include members with the most appropriate technical background and experience necessary to complete the assignment.

Quality Control Plan

Atlas maintains a stringent ‘check and balance’ quality control system to ensure project activity, techniques, and standards and deliverables are fulfilled to the highest standard of quality possible. Our goal is to provide high quality service and continually strive to achieve client satisfaction through quality, cost-effective work, and excellent communication.

Subcontractor Management

Atlas will utilize pre-qualified subcontractors who have undergone the Atlas annual pre-approval process, which includes qualification based on their financial background, appropriate insurance and licensure/permits, past performance, and safety records.

Drilling work will be competitively bid to at least three (3) drillers for each assignment. The best value, most advantageous to the State will be selected. Subcontractor selection criteria includes price, safety record, performance record and ability to commit to schedule.

Subcontractors will be subject to the same contract requirements, payment terms, site-specific safety and health plans and quality control plans that govern the Atlas contract and our own personnel. The subcontractor personnel will be integrated with Atlas personnel and their performance will be overseen and monitored by the Atlas Project Manager and the assigned Task Manager.

They will attend team project kick off meetings, health and safety briefings, quality control briefings, daily task specific Job Site Analysis documents and field “tailgate meetings.” These will be completed daily and in the event of any change in scope or change in task procedures.

Health and Safety

Atlas will dedicate a safety professional for all DTMB projects. This individual will manage all

components of the site specific and corporate health and safety program and ensure that work is being completed in strict compliance with OSHA regulations as well as client and Atlas requirements. In addition, Atlas subcontractors must meet stringent safety and financial requirements to obtain and maintain prequalification status.

Laboratory and Data Quality Assurance / Quality Control

If a project involves environmentally related measurements or data generation, Atlas develops and implements quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions.

Atlas ensures laboratory data quality by preparing detailed Quality Assurance Project Plans (QAPP) that describe specific analytical procedures and reporting criteria to be used in sample analysis and by exclusively using NELAP certified laboratories to perform the analyses.

Upon receipt of validated laboratory data, an Atlas chemist performs a project-specific data validation by comparing the validated analytical data to project-specific criteria detailed in the project QAPP, and applying qualifiers, as appropriate, along with a statement describing any deficiencies and noting that validated data can be used for decision-making purposes as qualified.

Atlas will utilize the EGLE/State of Michigan laboratory or state overflow contracted laboratory when possible.

I-5 – QUESTIONNAIRE

Atlas completed the DTMB Questionnaire for Professional Services, **included in Appendix A.**

I-6 – REFERENCES

- **As per RFP Section II-6,** Atlas provided nine (9) project references in **RFP Questionnaire, Section 8.**
- Atlas provided a minimum of three projects per service category in this **Qualification Statement, Appendix B.**

PART II – COST

II-1 – INSTRUCTIONS AND INFORMATION – BILLABLE RATE

Based upon Atlas’ review of the RFP, Atlas understands that specific cost for individual projects will be obtained at the time of the individual project assignment and shall carefully interface with all phases/tasks of the work plan requested at that time. We acknowledge and understand all aspects of this section, including subcontractor, billable rates, and reimbursable expenses.

II-2 – IDENTIFICATION OF PERSONNEL AND ESTIMATED COMPENSATION

In accordance with the 2023 ISID Environmental Professional Services RFP, Atlas has prepared the Position, Classification and Employee Billing Rate Information Table. The table includes hourly billing rates for employees completing tasks on assigned projects based on the estimated contract duration and DTMB’s Guidelines for Position Classifications as provided. This table has included a 3% yearly increase to staff billable rates.

FORM II-2-A POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID						
Firm Name:		ATC Group Services dba Atlas Technical				
Yearly % Bill Rate Increase		3% increase yearly (rounded to nearest whole dollar)				
Employee(s) Name	Level	Position / Classification	Year 2023	Year 2024	Year 2025	Year 2026
Ron Santos, PE**	L4/P4	Task Manager / Principal Engineer, PE	\$ 160	\$ 165	\$ 170	\$ 175
Joshua Schuyler**	L4/P4	Program Manager	\$ 150	\$ 155	\$ 159	\$ 164
Robert Smith**, Kelly Schmitt**, Rik Lantz**, William Earle, PE**	L4/P4	Project Manager / Service Area Lead	\$ 150	\$ 155	\$ 159	\$ 164
William Schaefer, PE**	L3/P3	Technical Review / Professional Engineer	\$ 150	\$ 155	\$ 159	\$ 164
Dawn Bockoras, BSCE**	L3/P3	Remedial Operations / Senior Review	\$ 150	\$ 155	\$ 159	\$ 164
Teresa Harris, CEM	L4/P4	Principal Scientist / Brownfield Support	\$ 150	\$ 155	\$ 159	\$ 164
Steve Massey	L4/P4	QA-QC Director	\$ 150	\$ 155	\$ 159	\$ 164
Mike Luessen, PG**, Dan Adams, PG**, Chris Ore, PE**, Gerry DeBusschere, PG**, Joseph Hayes, PG**	L3/P3	Task Manager / Professional Geologist / Professional Engineer	\$ 135	\$ 139	\$ 143	\$ 148
Kevin Headd, CIH, CSP**	L3/P3	Certified Industrial Hygienist	\$ 135	\$ 139	\$ 143	\$ 148

Employee(s) Name	Level	Position / Classification	Year 2023	Year 2024	Year 2025	Year 2026
Thomas Gormley, CIH, CSP	L3/P3	CIH / Health and Safety, CSP	\$ 135	\$ 139	\$ 143	\$ 148
Martin Gamble**, Ryan Rae**, James Bresko, EP**, Laura Sleeper**	L3/P3	Task Manager / Environmental Professional / Senior Inspector	\$ 125	\$ 129	\$ 133	\$ 137
Michael Glover	L3/P3	Regional Safety Officer	\$ 120	\$ 124	\$ 127	\$ 131
Jeanette Howell, Ann Obrien, Kevin LaForge, Pam Wheeler, Ryann Scott	L3/P3	Senior Scientist / Geologist / Environmental Professional	\$ 120	\$ 124	\$ 127	\$ 131
Jacki Bergman**	L3/P3	GIS Analyst / Database Manager	\$ 110	\$ 113	\$ 117	\$ 120
Jessie Compeau**	L3/P3	Chemist / QA-QC	\$ 110	\$ 113	\$ 117	\$ 120
William Norris	L3/P3	Senior Geologist / Brownfield Support	\$ 105	\$ 108	\$ 111	\$ 115
Michael Hauswirth	L3/P3	Sr. Inspector / IAQ / Mold	\$ 105	\$ 108	\$ 111	\$ 115
Dawn LeCesne, Haydel LeCesne	L3/T3	Senior Lead Inspector / LIRA	\$ 95	\$ 98	\$ 101	\$ 104
Jessica Davis, Joshua Samson	L2/P2	Project Scientist / Geologist	\$ 95	\$ 98	\$ 101	\$ 104
Joe Siebert, Andrew DeLodder, Kandy Peters	L3/T3	Senior Inspector / ACM-HMS	\$ 85	\$ 88	\$ 90	\$ 93
Nick Priebs, Dylan Schuberg, EIT, Amanda Hayden	L2/P2	Staff Geologist / Engineer / Scientist	\$ 85	\$ 88	\$ 90	\$ 93
Ke'Shon Love	L2/T2	Inspector / ACM-HMS	\$ 75	\$ 77	\$ 80	\$ 82
Madelyn Haas	L2/P2	Environmental Scientist	\$ 75	\$ 77	\$ 80	\$ 82
Thomas Byars	L2/P2	Field Geologist	\$ 75	\$ 77	\$ 80	\$ 82
CADD	L1/P1	CADD Operator	\$ 70	\$ 72	\$ 74	\$ 76
Field Scientist/Tech	L1/T1	Field Scientist / Field Technician	\$ 65	\$ 67	\$ 69	\$ 71
Technical Support	TS	Project Assistance / Data Entry	\$ 60	\$ 62	\$ 64	\$ 66
Abigail Jardine	TS	Administrator	\$ 60	\$ 62	\$ 64	\$ 66
Remedial Operations Specialist	L3/P3	Remedial Operations Specialist / Technical Support	\$ 135	\$ 139	\$ 143	\$ 148
Expert Witness	L4/P4	Expert Witness	\$ 275	\$ 283	\$ 292	\$ 300

*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**



rfp 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: ATC Group Services LLC dba Atlas Technical (Atlas)
Address: 46555 Humboldt Drive Suite 100 | Novi Michigan 48377
Telephone and Fax: 248-863-2666
Website: www.oneatlas.com E-Mail: joshua.schuyler@oneatlas.com
SIGMA Vendor ID: CV0053354

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

46555 Humboldt Drive Suite 100 | Novi, Michigan 48377
1735 E. McNichols, Detroit, Michigan 48203
2650 Horizon Drive, SE, Suite 110 | Grand Rapids, Michigan 49546

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)?

ATC Group Services LLC dba Atlas Technical
46555 Humboldt Drive Suite 100
Novi Michigan 48377
Attn: Joshua Schuyler | joshua.schuyler@oneatlas.com | 248-863-2666

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.

ATC Group Services LLC dba Atlas Technical

PRIMARY

Joshua Schuyler, Operations Manager, Michigan

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SECONDARY

Robert Smith, Area Manager, Michigan

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2. Check the appropriate status:

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

Explain:

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

ATC Group Services LLC is a limited liability company incorporated in Delaware in 1987. In 2017, ATC was acquired by Atlas Technical Consultants LLC (EIN 82-2810953; Limited Liability Company, incorporated DE 2017; NASDAQ: ATCX). Now known as Atlas, we legally contract as ATC Group Services LLC dba Atlas Technical.

Atlas operates out of 145 office locations serving clients in every state. The firm's corporate headquarters is located at 13215 Bee Cave Parkway Building A, Suite 260 Austin, TX 78738.

Include a brief history of the Professional's firm:

ATC Group Services LLC dba Atlas Technical (now known as Atlas) is a leading provider of environmental, engineering, professional testing, inspection, and consulting services offering solutions to public and private sector clients in the housing, transportation, commercial, water, government, education, and industrial markets. The firm is designed to assist clients with their most pressing needs—construction of new facilities, and renovation and maintenance of existing assets.

Headquartered in Austin, Texas, with over 3,000 employees and 145 offices, Atlas integrates talents from each operating division to provide complementary services to local, regional, and national clients as a single, premier provider. Our core services include infrastructure-based engineering design, construction management, materials testing, inspection, and

certification, environmental compliance, due diligence, subsurface investigation and remediation, industrial hygiene, and geotechnical services.

With a legacy of providing consistent quality and results, Atlas creates a better experience at every stage of a project. We connect the best experts in the industry to deliver value from concept to completion and beyond.

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

Atlas has provided a Contract Organizational Chart depicting the roles, reporting and communication structure between Atlas staff and DTMB and client agencies in **Qualification Statement, Section I-3, Page 16.**

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.

There have been no significant changes in our management structure. In 2017, ATC Group Services LLC joined with Atlas Technical Consultants LLC, now contracting as ATC Group Services LLC dba Atlas Technical. Atlas will continue to be a values-driven firm that prioritizes the needs of our public and private clients, our employees, our stakeholders, and our shareholders as we continue to grow organically and through acquisition.

5. Provide a four year rate schedule per position.

See the Qualifications Statement, Part II - Cost, Form II-2-A, Page 21.

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: Atlas has managed the following contracts through the State of Michigan and currently manages several active contracts and projects.

- ✓ 2022 ISID Design Build Tank and Soil Services (#00909)
- ✓ 2022 Lead Hazard Identification and Abatement Services/MDHHS (#MA 220000001553)
- ✓ 2021 Industrial Hygiene Consulting Services (#210000000661)
- ✓ 2018 ISID Expanded Environmental Remediation (#00719)
- ✓ 2017 ISID Design Build Services Tank and Soil Removal (#00686)-expired
- ✓ 2017 Lead Hazard Identification and Abatement Services/MDHHS (#18000000360)-expired
- ✓ 2016 ISID Environmental Expanded Triage (#00586)-expired
- ✓ 2016 Industrial Hygiene Consulting Services (#007116B0006972)-expired
- ✓ 2015 ISID Environmental Services (#00521)-expired
- ✓ 2015 ISID Materials Testing, QC and Geotechnical Engineering (#00576)-expired
- ✓ 2009 Industrial Hygiene Consulting Services (#071B9200260) – expired
- ✓ 1995-2015 Various DTMB projects/contracts – expired

ARTICLE 5: CAPACITY AND QUALITY

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

Atlas maintains a stringent 'check and balance' quality control system to ensure project activity, techniques and standards and deliverables are fulfilled to the highest standard of quality possible. Our goal is to provide superior service and continually strive to achieve client satisfaction through quality, cost-effective work, and excellent communication. Up front, we will identify and establish the following procedures for efficient management and implementation:

- ✓ Utilize client approved procedures and templates for reporting and invoicing to ensure consistent presentation of data.
- ✓ Submittal of Scope of Work, Cost Proposal, and Work Plans with detailed schedules to the client prior to the project kick off/site meeting to ensure project details are outlined and all parties agree to the Scope of Work.
- ✓ Accurate tracking of project status through weekly email updates, communication regarding budgets/cost, and Project Summary Reports.
- ✓ Conduct Bi-Weekly Project Progress Meetings with all client entities and Atlas project management team to ensure accurate and regular communication between Atlas and the

client. This helps ensure the client's expectations are met, priority items are discussed, and the budget is discussed regarding changes to cost or schedule.

Quality Assurance Review (QA) and Project Quality Control (QC). Joshua Schuyler, Program Manager, and a member of the Technical Review Team will perform “technical” QA/QC on project deliverables. Mr. Schuyler will conduct a final “editorial” QA/QC and assist with the transmittal of all draft and final deliverables. Atlas has a strong record of developing reliable technical deliverables, free of errors and delivered within agreed upon schedules and formats.

Project QC responsibility will rest primarily with the assigned Atlas Project Manager. They maintain the authority to work directly with the client and the various Atlas team members for any project needs. The Program Manager will designate a project management team and oversee contract requirements. The Project Managers will have the delegated authority to:

- ✓ Coordinate and manage technical personnel, including any contract teaming partners,
- ✓ Commit the resources necessary to meet scope and schedule changes,
- ✓ Assign appropriate staff to respond to the needs of the project on a continual basis, and
- ✓ Assign the technical and administrative staff necessary to complete each task for any projects authorized by the client.

Document Quality Control. The Project Manager is responsible for the preparation and compilation of all technical reports and documents. The project manager, along with project staff, will ensure the proper preparation of deliverables as a project continues. They will conduct a rigorous QA/QC review of every draft and final report to eliminate errors, provide accurate information, and ensure overall consistency. All reviews will be performed on three levels:

- ✓ The first review will focus on meeting major format requirements and ensure that the documents are substantively accurate and meet applicable federal, state, and local requirements.
- ✓ Once issues identified during the first review are addressed and approved, the document will undergo a second review that will include a detailed focus on consistency, formatting, appearance, and minor editing for grammar and spelling.
- ✓ The final review will be conducted at the QA/QC team and Program Manager level to ensure all aspects of the deliverable meet contract requirements and final technical review for site specific items.

Data Quality Control. Atlas ensures laboratory data quality by preparing detailed Quality Assurance Project Plans (QAPP) that describe specific analytical procedures and reporting criteria to be used in sample analysis and by exclusively using NELAP certified laboratories to perform the analyses. Upon receipt of validated laboratory data, an Atlas chemist performs a project-specific data validation by comparing the validated analytical data to project-specific criteria detailed in the project QAPP, and applying qualifiers, as appropriate, along with a statement describing any deficiencies and noting that validated data can be used for decision-making purposes as qualified.

When a project involves environmentally related measurements or data generation, Atlas develops and implements quality assurance practices consisting of policies, procedures,

specifications, standards, and documentation to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. Atlas data collection and sampling techniques are derived from strict EPA, OSHA, NIOSH, MIOSHA, DTMB, EGLE and ASTM protocols. The field QA/QC procedures ensure that extreme care is taken to prevent potential cross-contamination during sample collection, drilling operations, etc.

Peer Review. All technical reports will undergo at least one peer review by senior Atlas staff that has the applicable certification/licensure. Additional peer review may be warranted on a case-by-case basis depending on the complexity of the project and the disciplines required to complete the task. All subcontractor work products will be peer reviewed by Atlas.

Continuous Improvement Process. The Program Manager takes an active role in identifying improvement processes and areas of cost savings throughout the contract duration. Mr. Schuyler will be involved in bi-weekly progress meetings/project reviews and will summarize the results in a Progress Meeting Summary to share with DTMB/client representatives directly involved with a project. He will oversee the selection of technical staff for the projects and will select the project review teams to provide independent review and advice on best practices for similar projects and programs.

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

Yes ☒ No ☐

If yes, explain: There is no historical, pending or threatened litigation, action or proceeding against, decree, injunction or judgment affecting Atlas which could materially and adversely impact the ability of Atlas to fulfill its obligations under this agreement. There have been no claims or suits associated with professional services errors and/or omissions for any project completed in Michigan in the past five (5) years.

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.

Atlas understands that a State Project Director (PD) with DTMB will assign each Project. The State PD will be the liaison between Atlas, DTMB and/or other state entities to coordinate site access, review Scope of Work, Work Plan and Cost Proposals. The State PD will provide oversight of Atlas during the entire project period. Atlas understands that the State PD will review all deliverables with other state entities involved with the project including cost estimates, proposal, contract modifications, and invoices (if approved) to the DTMB for processing, approvals and board review pending project total costs. Bi-Weekly Progress Meetings including all involved parties will be conducted and summarized to ensure that all aspects of the project run smoothly, and all parties are informed of current project information, current budget tracking and proposed site activities.

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

Atlas would not proceed with any proposed changes to a material outlined in a bid specification without prior approval/discussion with DTMB. The Atlas Program Manager would contact the DTMB/State representative and define the specified reason for proposing a change and the necessary information to justify the proposed change. Atlas would review all aspects of the substituted material and list out pros/cons to that material, any cost increase/decrease. Atlas would also note any significant change in schedule and other project detail that this substitution may create. Atlas would then meet with DTMB/State representatives to discuss the change.

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

Changes in any agreed upon materials or significant variations in the detail drawings would be received by Atlas to verify no change to the final product. Atlas would present the change to DTMB as an alternative and call out any noted variation to the specification on the drawings. Atlas would not proceed with any proposed change in scope until changes were approved by DTMB. Any proposed changes would also include any items noted in **Questionnaire, Section 5.5.**

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?

The Atlas team understands that timely and accurate communication with the Client, as well as with its own staff, is one of the keys to completing successful projects under this contract. **Atlas will provide a single point of contact for streamlined communication and accountability.**

The Atlas Program Manager, Joshua Schuyler, is the identified Point of Contact. He will ultimately be responsible for client liaison/communication, and maintaining the project schedule, budget, and final work product(s). ***Our objective is simple: No Surprises.***

All communications regarding workflow and client contact will go through the Atlas Program Manager, Mr. Schuyler. He will communicate project

COMMUNICATION PROCESSES (5.7)

- ✓ Single Point of Contact from an Atlas management office = consistency and accountability in all communications, reporting and deliverables.
- ✓ Maintains and transmits the most recent project and site data to DTMB and Clients so they have the latest data and reports with one contact.
- ✓ Use of standardized, client approved templates for budgeting, cost proposals, reporting and invoicing = consistency in data and its translation.
- ✓ Schedule Bi-Weekly Project Status Meetings to discuss project tasks between Atlas Project Management Team and the DTMB/State team for routine project status communication and convey DTMB commentary, expectations, and satisfaction.
- ✓ Communication with DTMB to coordinate site activities, minimize any interference to active business, site restoration and be sure that the site owner(s) are completely satisfied with final project completion and site cleanup.

objectives, timelines, and budget through daily communication with project staff and the management team.

The assigned Project Manager(s) will communicate with on-site staff as outlined in work plans. Any changes to work plans, schedules and/or site activity will be communicated from Atlas field teams to the Atlas Program Manager and to DTMB/client representatives immediately. This centralized management approach ensures the following:

- ✓ Single Point of Contact for consistency and accountability in all communications, reporting and deliverables.
- ✓ Maintains and transmits the most recent project and site data so when DTMB representatives need to know, they have the latest data and reports.
- ✓ Centralized contract management from the Atlas Novi, Michigan office with additional support offices for report development, QA procedures and delivery.
- ✓ Program Manager with the authority to commit additional Atlas resources as project schedules require and as approved by DTMB.

Engagement with DTMB is a critical factor that influences staff efficiency. Regular communication with DTMB technical leads during Bi-Weekly Progress Meetings for discussion on project updates, schedule, budgets, current data, shared experiences, best practices, and opportunities for improvement provides feedback necessary to continuously improve upon service delivery.

Discussions relating to emerging regulatory trends and strategies that may impact the project's operations provide insight into future risks and opportunities. Our long-term goal is to partner with DTMB to minimize operational and safety risks while providing efficient and high value services.

- 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.

Atlas obtains a minimum of three bids from internally approved vendors (safety pre-approvals, insurance requirements, contract history/work performance review) for completion of construction related tasks. Bids are reviewed by the Project Manager and verified by the Program Manager. Low bid is reviewed with the contractor to discuss project understanding and each task relative to the project. If Atlas determines that the low bid and contractor interview is comprehensive, then bid is awarded. Vendor is issued by Atlas an approval for completion of the task for the proposed fee.

Should any variation in method for completion of a task be proposed this must be reviewed by the Atlas Project Manager and discussed with the Atlas Program Manager and DTMB/State prior to acceptance of the bid. Any addition to proposed costs must be justified in writing prior to acceptance of the increase.

Atlas completes hourly budget breakdown per task (including individual staff positions/labor) and including any subcontracted work as noted above. Costs are estimated, quotes/bids provided, reviewed, and included in final cost estimates as they relate to the Scope of Work, past performance, and similar project work. Atlas has a long history of estimating project work on DTMB contracts and minimal contract modifications (unless Scope of Work/Task items change during the project that determine additional effort is warranted). Atlas always reviews existing contract orders and remaining budgets prior to proposing any contract modifications. Most of Atlas contractor order modifications for project close out have been within or better than estimated budgets and have shown cost savings on state contracts.

5.10 Describe your approach to minimizing construction cost overruns.

Our team is accustomed to managing the variables of scope, budget, and schedule from one project to the next, specifically for on call contracts where a high volume of tasks and multiple projects may occur simultaneously.

To minimize cost overruns, Atlas considers each stage of potential project variables that may affect timelines and costs. These variables along with the project timeline will be communicated with DTMB, State agencies/client entities, subcontractors, and vendors.

The Scope of Work associated with a task will be reviewed. A project team will be assembled to include members with the most appropriate technical background and experience necessary to complete the assignment. Briefly, the initial steps include:

- ✓ The Atlas technical approach will be prepared by the work assignment staff that will ultimately be responsible for its execution and reviewed by the Atlas Program Manager.
- ✓ A cost estimate and Scope of Work will be prepared consistent with the proposed technical activities and related reporting requirements.
- ✓ A schedule will also be prepared and included with the project work plan to document the key milestone dates for the assigned project. The schedule will allow the necessary operational flexibility while still documenting the critical endpoints and deliverables.
- ✓ The Atlas project management team will review with all contractors to determine review points, invoice details and schedules to ensure that project meets critical milestones and remains with budget.

Staff Assignments: Atlas will develop a work plan to define key team member roles and responsibilities, manpower requirements, and schedule obligations. An internal team schedule will be developed to make sure all internal deadlines are met. This schedule will identify internal deliverables and receivables necessary for each discipline to complete their work to meet the respective submission schedules.

MANAGEMENT PLAN

- ✓ Communication is key – Bi-weekly progress meetings
- ✓ Preparation of a SOW/cost proposal, comprehensive project work plan and individual task management supplements
- ✓ Intensive health and safety planning
- ✓ Focused QA/QC program
- ✓ Use of appropriate management information systems for invoicing, cost, and schedule controls

Cost Estimate: An estimated cost for the proposed work will then be developed and reviewed by the designated project manager to ensure that the proper technical resources and level of effort is assigned.

Draft Invoicing: Review of labor, subcontractors and equipment costs for tracking project budget is completed on weekly basis. Approved proposals and subcontractor bids with third party vendors will also be reviewed with provided project task quotes to confirm quoted pricing and no project budget exceedances.

Change Control: Atlas maintains strict contract control provisions both internally with our own project staff and our subcontractors ensuring that no work proceeds without first receiving written notification/authorization from the client. If during the project, unforeseen factors are encountered that would affect the scope of work, Atlas will notify the DTMB PD immediately and will not proceed with any changes without approval/permission up to and including contract modification. Verbal notifications are not allowed, and Atlas does not allow for payment of invoices where written authorization for work has not been received.

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

5%

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

100% of the technical work will be performed with in house Atlas staff. Atlas will also utilize subcontracted construction services such as excavation, remediation, remedial equipment, drilling and analytical services as 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.)

5-10 business days upon specific project contract order approval.

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

There are several criteria in which Atlas assesses whether a construction bidder is responsive and responsible. They are: (1) Do they have adequate financial resources to perform a contract, (2) Are they able to comply with the associated legal or regulatory requirements, (3) Are they able to deliver according to the contract schedule, (4) Do they have a history of satisfactory performance, (5) Do they have a good reputation regarding their integrity, (6) Are they able to obtain the necessary supplies, equipment, and facilities, (7) Are they otherwise eligible and qualified to receive award if its bid is chosen, and (8) Have they been vetted through the Atlas subcontractor pre-qualification system (that includes a majority of the items noted above as well as safety records, financials, insurance

certificates, and company background/history). Atlas reviews all subcontractors on an annual basis with updated insurance requirements, documentation, and contracts. The safety evaluation is completed every three years under contract unless a significant safety violation/rating within annual cycle review disqualifies them for use.

5.15 Describe your experience with similar ISID contracts.

Atlas has extensive experience conducting similar scopes of work under several current and previous ISID contracts. The following contract list and project references/project summaries indicate comprehensive experience under similar projects and contract work. Atlas has worked with several DTMB PDs and other state and municipal clients under ISID contracts/similar contracts and has a proven track history with this work.

- ✓ 2022 ISID Design Build Tank and Soil Services (#00909)
- ✓ 2022 Lead Hazard Identification and Abatement Services/MDHHS (#MA 220000001553)
- ✓ 2021 Industrial Hygiene Consulting Services (#210000000661)
- ✓ 2018 ISID Expanded Environmental Remediation (#00719)
- ✓ 2017 ISID Design Build Services Tank and Soil Removal (#00686)-expired
- ✓ 2017 Lead Hazard Identification and Abatement Services/MDHHS (#18000000360)-expired
- ✓ 2016 ISID Environmental Expanded Triage (#00586)-expired
- ✓ 2016 Industrial Hygiene Consulting Services (#007116B0006972)-expired
- ✓ 2015 ISID Environmental Services (#00521)-expired
- ✓ 2015 ISID Materials Testing, QC and Geotechnical Engineering (#00576)-expired
- ✓ 2009 Industrial Hygiene Consulting Services (#071B9200260) – expired
- ✓ 1995-2015 – Various DTMB projects/contracts expired

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

Additional compensation would not be acceptable unless change in scope/cost had been pre-approved in writing by DTMB/State representative at the time of change in scope. The Atlas Program Manager would contact the DTMB/State representative and define the specified reason for proposing a change in compensation request and the necessary information to justify the proposed change. Atlas would review all aspects of the proposed additional compensation by the contractor at the time of the identified change during project work. Atlas would not proceed with any additional cost compensation or contract modification without prior approval/discussion with DTMB.

- 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?

See Qualification Statement, Appendix E.

☒ 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?

Organizational Chart provided in Qualification Statement, Section I-3, Page 16.

☒ 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	Joshua Schuyler
Job Title	Program Manager / Primary Point of Contact
Labor Classification	L4/P4
College Degree(s)	BS, Resource Development, Environmental Issues and Applications

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	Robert Smith
Job Title	Project Manager/Service Area Lead, Asbestos/Hazardous Material
Labor Classification	L4/P4
College Degree(s)	BS, Civil Engineering

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

☒ Yes ☐ No

Key Personnel 3

Name	Kelly Schmitt
Job Title	Project Manager/Service Area Lead, Brownfield
Labor Classification	L4/P4
College Degree(s)	BS, Reclamation

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 4

Name	Rik Lantz, PG
Job Title	Project Manager/Service Area Lead, Environmental
Labor Classification	L4/P4
College Degree(s)	MS, Geophysics BS, Geology

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 5

Name	William Earle, PE
Job Title	Project Manager/Service Area Lead, Remediation/Design
Labor Classification	L4/P4
College Degree(s)	BS, Civil Engineering

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

☒ Yes ☐ No

Key Personnel 6

Name	Martin Gamble
Job Title	Task Manager, Asbestos/Hazardous Material
Labor Classification	L3/P3
College Degree(s)	BS, Geology

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 7

Name	Ryan Rae
Job Title	Task Manager, Asbestos/Hazardous Material
Labor Classification	L3/P3
College Degree(s)	BS, Environmental Health and Safety

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 8

Name	Michael Luessen, PG, CP
Job Title	Task Manager, Brownfield Redevelopment
Labor Classification	L3/P3
College Degree(s)	MS, Geology BS, Geology

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 9

Name	Dan Adams, PG
Job Title	Task Manager, Brownfield Redevelopment, Remediation/Design
Labor Classification	L3/P3
College Degree(s)	MS, Sedimentary Geology/Hydrogeology, Groundwater Modeling BS, Geology

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 10

Name	Chris Ore, PE
Job Title	Task Manager, Environmental
Labor Classification	L3/P3
College Degree(s)	MS, Civil Engineering BS, Civil Engineering

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

☒ Yes ☐ No

Key Personnel 11

Name	James Bresko
Job Title	Task Manager, Environmental
Labor Classification	L3/P3
College Degree(s)	BS, Hospitality and Tourism Management, Minor in Occupational Safety and Health

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 12

Name	Laura Sleeper
Job Title	Task Manager, Environmental
Labor Classification	L3/P3
College Degree(s)	BS, Earth Systems 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 13

Name	Gerry DeBusschere, CPG
Job Title	Task Manager, Environmental
Labor Classification	L3/P3
College Degree(s)	BS, Geology

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 14

Name	Jacki Bergman
Job Title	GIS Analyst/Database Management
Labor Classification	L3/P3
College Degree(s)	MS, Geospatial Information Science BS, Geographic Information Systems

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 15

Name	Ron Santos, PE
Job Title	Task Manager/Principal Engineer, Remediation/Design
Labor Classification	L4/P4
College Degree(s)	BS, Civil Engineering

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

☒ Yes ☐ No

Key Personnel 16

Name	Joseph Hayes, CPG, PG
Job Title	Task Manager, Remediation/Design, Brownfield, Environmental
Labor Classification	L3/P3
College Degree(s)	MS, Geology BS, Geology

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 17

Name	Kevin Headd, CIH, PG, PMP
Job Title	Task Manager, Asbestos/Hazardous Material
Labor Classification	L3/P3
College Degree(s)	MBA, Business Administration MS, Geology BA, Geography

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 18

Name	Jessie Compeau
Job Title	Chemist Laboratory QA-QC Manager
Labor Classification	L3/P3
College Degree(s)	BS, Biological Sciences/Chemistry Minor

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 19

Name	William Schaefer, PE
Job Title	Regulatory Review Team – 201/213
Labor Classification	L3/P3
College Degree(s)	MBA, Business Administration BS, Environmental Engineering

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

☒ Yes ☐ No

Key Personnel 20

Name	Dawn Bockoras, BSCE
Job Title	Senior Review Remedial Operations Systems
Labor Classification	L3/P3
College Degree(s)	BS, Chemical Engineering

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

☒ 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

See Qualification Statement, Appendix C.

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).

Atlas is an industry-leading engineering, testing, inspection, CM/PM, and environmental services firm with over 3,000 professionals generating more than \$530 million of gross revenue annually. Since our inception, we have strategically strengthened our capabilities and widened our footprint through organic growth and the acquisitions of premier national and large regional technical service firms to create an industry-leading platform.

Established in Michigan almost 35 years ago, we have assembled a team of experts who will integrate service expertise with proven project management tools, managed by an **experienced Program Manager, Joshua Schuyler. Mr. Schuyler has 18 years directly managing on call, task order contracts for private, petroleum, state, and municipal clients throughout Michigan, specifically, 6+ years managing DTMB ISID contracts of similar scope and size.** Supporting all contract efforts, Mr. Schuyler can draw upon our national organization of engineering, design, and regulatory experts providing access to specialized technical expertise and/or project support whenever it is needed. Our team highlights include:

- ✓ **Technical Competence:** Our team has **completed over 5,000 task orders in the past five (5) years within Michigan with a range of value between \$500 to \$950,000** over a broad range of contracts, clients, and service lines. Our team has in place 24-hour emergency on call and incident/crisis response capabilities, allowing for site mobilization response typically within hours of initial request. Our core service competencies are directly aligned with the DTMB Service Categories.
- ✓ **A Proven Track Record:** Our team's resumes include **management and execution of over 254 projects valued at \$4.1M in the past five (5) years** for the DTMB/State

CLIENT TESTIMONIALS

"I wanted to let you know that your company/employees did a great job, and, on my end, everything went as planned."

-Kip, Site Owner, DTMB/EGLE Tank and Soil Project, Jackson, Michigan

Conducted post-construction meetings and surveys to verify that the work was conducted to the property owner's satisfaction, earning an average customer satisfaction score of 9.7 out of 10.

Jacobsville Neighborhood Soil Contamination, EPA Reg 5 Superfund Project

"The contractor's cost control efforts were excellent."

*EPA WAM Reviewing Official.
West Branch Grand Calumet River Project
RD/RA – US EPA Reg 5 Superfund Project*

[Atlas] consistently delivers a peak level of products and services in terms of quality, support, and on-time delivery...makes a significant contribution to Speedway's business exhibiting a deep understanding of our requirements and needs... recognized for going above and beyond what we normally expect of a vendor partner..."

Sandy Emerson, Speedway LLC

contracts alone. We are a trusted service provider with a positive performance history, and we know how to navigate regulatory processes on behalf of DTMB and user agencies.

- ✓ **A Deep Bench of Resources:** Our team encompasses **3,000** professionals nationwide, 80% of staff are technical - project managers, engineers, geologists, environmental scientists, and field staff. We have **200** staff in surrounding states of Indiana, Ohio, Illinois, and Wisconsin, and **50** in our Michigan offices. We maintain established recruitment/onboarding processes that tailors training programs to contract needs and federal and state certification requirements, with an emphasis on safety.

Atlas maintains three locations in Michigan that allows us to cost effectively mobilize to serve large geographic areas. Our extensive list of support services including due diligence, compliance, environmental assessments, remediation, hazardous materials management, demolition oversight, brownfields, natural resources, wetlands, geotechnical, etc. may be helpful on complex or unique projects. Atlas has managed projects under the following state/municipal project/contracts throughout the State of Michigan that show similar experience under similar contracts:

In addition to the ISID contract experience listed in Section 4.6, Atlas has the following public / public benefit project / contract experience throughout the State of Michigan.

- ✓ Detroit Public School Community District – Due Diligence, Hazardous Materials/ACM/Lead, Demolition Specs/Oversight, AHERAs, Drinking Water Testing, IAQ/Mold, and other Environmental Services
- ✓ US Department of Justice – City of Flint Residential Lead Inspection/Risk Assessments as part of an ongoing civil case.
- ✓ City of Ann Arbor – UST Removal/Remediation/Closures/Environmental Assessments
- ✓ Hazardous Material Surveys/IH Services – State Universities (Michigan State University, University of Michigan, Eastern Michigan University, Central Michigan University, Mott College)
- ✓ Landbank Authority – HMS/IH/Demo Oversight Services (State of Michigan, Genesee County, City of Kalamazoo, City of Detroit)
- ✓ City of Detroit – Residential Surveys, Environmental Services, Commercial Due Diligence, Industrial Surveys, Due Care, UST Assessments/Removal, Hazardous Waste Management, Assessment and Disposal
- ✓ Howell Public School District – UST Removal/Remediation/Closures/Environmental Assessment
- ✓ DPSCD - Sinai Grace Hospital – Demolition Specs/HMS / Air Monitoring / Oversight / Contract Bids/RFP

Collectively, the technical strength and experience of our personnel, our service diversity, our extensive geographic coverage in Michigan and our familiarity and experience working on similar ISID contracts make Atlas a strongly qualified firm for the State of Michigan's professional environmental consulting service needs.

Experience with a Diversity of Project Sites: Project work has been performed at various property types including vacant/undeveloped, residential, commercial, agricultural, industrial, etc. Our client relationships have included federal, state, and local governments, schools/universities/institutions, and public and private companies. Based on our project quantity and diversity we have interfaced extensively with all facets of local, state, and federal regulators.

Regulatory Advocate: We have extensive experience interfacing with the DTMB, including several Project Directors throughout Michigan. Over the last several years environmental regulations in Michigan have gone through many changes bolstering the state's cleanup and redevelopment programs.

Atlas has partnered with the State to aid in development of these changes by being a key stakeholder. Atlas senior staff members attended meetings and break out groups beginning in 2006 to review and provide input in the development of the 201 and 213 regulation changes. During these meetings Atlas was able to provide feedback to the State regarding how the changes would impact the private sector and the practical applications of the proposed changes.

Atlas senior staff began working with EGLE Vapor Intrusion Specialists in 2009 in the development of field procedures to investigate vapor intrusion at petroleum impacted sites. In conjunction with the development of the field procedures, Atlas participated in the Collaborative Stakeholders Initiative (CSI) group for Vapor Intrusion, in which we provided review and feedback to the State during the development and issuance of the EGLE Guidance Document for the Vapor Intrusion Pathway in 2013. In August of 2014, Atlas presented our Soil Gas Sampling Standard Operating Procedures for installing vapor intrusion sample points and the collection of vapor samples at an EGLE Internal Training Program.

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:

Although three projects are requested for this section, as per Addendum 2, Item Q10, Atlas provided **9 project references** in this section that demonstrate our comprehensive consulting experience across multiple service lines. In **Appendix B of the Qualification Statement**, we have elaborated on the below nine and **included an additional 18 projects**.

Project 1 Reference Information

Project Name: DTMB/MDOC – UST Removal/AST Install, Facility Generator Upgrades

Project Address: Various

Key Personnel: Joshua Schuyler, Gerry DeBusschere

Project City / State / Zip: Saginaw, Standish, Manistee, MI

Contact Name / Phone / Email: Sadi Rayyan, P.E., Project Director DTMB, 517-284-7971, rayyans@michigan.gov

Project Description: Atlas has provided Tank and Soil Assessment, UST Removals, AST and Facility Generator Design/Upgrades/Permitting, Soil and Groundwater removal, Site Assessments, Well Installation and monitoring, soil gas/vapor intrusion assessments at several sites since 2017 on behalf of DTMB, EGLE and other agencies.

Project 2 Reference Information

Project Name: Former Detroit House of Corrections Demolition

Project Address: 3068 W Grand Blvd Suite L-100

Key Personnel: Robert Smith, Martin Gamble, Ryan Rae

Project City / State / Zip: Detroit, Michigan 48202

Contact Name / Phone / Email: Chris Bahjet, Project Director DTMB, 517-749-7519, bahjetc@michigan.gov

Project Description: Professional Services for demolition specs for 26 buildings, oversight, Asbestos and Hazardous Materials Surveys, abatement of asbestos and other hazardous materials, permitting, bid evaluation, demolition oversight.

Project 3 Reference Information

Project Name: ISID Tank and Soil Projects (2017-current)

Project Address: Various

Key Personnel: Joshua Schuyler, Gerry DeBusschere

Project City / State / Zip: All EGLE Districts (MI)

Contact Name / Phone / Email: Elaine Pelc, T&S Contract Manager EGLE, 989-619-5016, PELCE@michigan.gov

Project Description: Atlas has provided Tank and Soil Assessment, UST Removals, Soil and Groundwater removal, Site Assessments, Well Installation and monitoring, soil gas/vapor intrusion assessments at over 30 sites since 2017 on behalf of DTMB, EGLE and other agencies. Project locations for these services has been statewide.

Project 4 Reference Information

Project Name: Speedway LLC / 7-Eleven

Project Address: 4001 South State Road

Key Personnel: Joshua Schuyler, Laura Sleeper, William Schaefer

Project City / State / Zip: Ann Arbor, MI 48108

Contact Name / Phone / Email: Jason Siemen, Environmental Manager-MI, 937-591-1106, jason.siemer@7-11.com

Project Description: Atlas assisted Speedway LLC with the mitigation/remediation of a confirmed environmental release of gasoline at the site. Atlas provided oversight/field services to conduct direct injection of ORC Advanced®, a product developed and marketed by Regenesis. Atlas manages over 150 active release sites for Speedway / 7-Eleven across the state including several service lines.

Project 5 Reference Information

Project Name: Duke Ellington – HMS/Demolition Bid Specs/UST Removal / Oversight

Project Address: 9860 Park Drive

Key Personnel: Robert Smith, Martin Gamble

Project City / State / Zip: Detroit, MI 48213

Contact Name / Phone / Email: Mark Stabile, Program Supervisor – Department of Environmental Health and Safety, 313-578-7414, mark.stabile@detroitk12.org

Project Description: Atlas was tasked by Detroit Public School Community District (DPSCD) to perform an asbestos and hazardous material survey, prepare bid documents/specifications, and provide contractor oversight during the abatement, demolition and site restoration activities at the 100,000 square foot, former Edward Duke Ellington Conservatory for Music and Art.

Project 6 Reference Information

Project Name: Lenox Center Redevelopment, Detroit, Michigan

Project Address: 100 Lenox

Key Personnel: Joshua Schuyler, Robert Smith, Kevin LaForge

Project City / State / Zip: Detroit, MI 48215

Contact Name / Phone / Email: Timothy Palazzolo, Deputy Director-Detroit Demolition Department, 313-224-4737, tpalazzolo@detroitmi.gov

Project Description: Atlas provided Due Diligence services including Phase I Environmental Site Assessment (ESA), GPR and Utility assessment for potential USTs or other buried structures/debris, Phase II ESA, Additional Environmental Assessments for delineation of lead in soil above State of Michigan Part 201 Clean up Criteria (Direct Contact) and preparation of a Due Care Evaluation/Soil Management Plan for proposed building demolition.

Project 7 Reference Information

Project Name: Environmental Protection Agency

Project Address: EPA Region V (Various)

Key Personnel: Rik Lantz, William Earl, Chris Ore, Jacki Bergman, Jessie Compeau

Project City / State / Zip: Various, MI

Contact Name / Phone / Email: Linda Martin-EPA, 312-886-3854,
martin.lindab@epa.gov

Project Description: CERCLA experience/EPA Region V, EI/FS, Pilot Testing, Drilling, Landfill, PFAS/Mitigation, UST, Remediation, Vapor Intrusion/Mitigation.

Project 8 Reference Information

Project Name: Avflight, Grand Rapids / Traverse City, Michigan

Project Address: 4211 Cassard Lane / 1100 Airport Access Drive

Key Personnel: Joshua Schuyler, James Bresko

Project City / State / Zip: Grand Rapids / Traverse City, MI

Contact Name / Phone / Email: Leann M. Wanty-Glass, Construction and Asset Administrator, 734-663-6466. Ext 276, lwantyglass@avfuel.com

Project Description: Atlas provided Due Diligence services including Phase I Environmental Site Assessment (ESA), GPR and Utility assessment for potential USTs or other buried structures/debris, Phase II ESA, Additional Environmental Assessments for analysis of per-and polyfluoroalkyl substances (PFAS) and soil gas/vapor intrusion assessment. Atlas also prepared a Due Care Evaluation/Soil Management Plan for proposed building/site renovations.

Project 9 Reference Information

Project Name: Cincinnati Children's Hospital Expansion

Project Address: 3443 and 3449 Burnet Avenue

Key Personnel: Dan Adams

Project City / State / Zip: Cincinnati, Ohio 45229

Contact Name / Phone / Email: Chris Meyer, Director of Industrial Development, 513-632-3757, cmeyer@cincinnatiport.org

Project Description: Atlas assisted the Hamilton County Land Revitalization Corporation, on behalf of Children's Hospital, with addressing UST issues at two adjacent properties on Burnet Avenue, located across Burnet from existing hospital facilities. Atlas assisted the Hamilton County Land Revitalization Corporation, on behalf of Children's Hospital, with addressing UST issues at two adjacent properties on Burnet Avenue, located across Burnet from existing hospital facilities. Pilot testing and remedial action plan for in-situ treatment of residual impact.



project summary matrix and
detailed project summaries

APPENDIX B – PROJECT SUMMARY MATRIX

- ⊕ The RFP required three (3) projects per service category; we have exceeded that minimum requirement
- ⊕ Integration of service categories – serving multiple phases with a diversity of tasks and expertise
- ⊕ Project sites include land/parcels, hospitals, residential housing, commercial, industrial, educational, manufacturing
- ⊕ Five (5) projects involve CERCLA processes; 15 projects involve Parts 201/213 processes

PROJECT NUMBER NAME		RFP SCOPE OF WORK CATEGORY											
		Asbestos / Lead / Mold / Biohazard / Fred Product / Reg Waste Survey / Abatement	Brownfield Redevelopment	Environmental Investigation / Characterization / Pilot Tests / Feasibility Study	Environmental / Roto Sonic Drilling / Well Abandonment	GPR / Laser Induced Fluorescence (LIF) Field Screening	Landfill Maintenance / Monitoring	PFAS Sampling / Mitigation / Remediation	Phase I and II / Baseline Environmental Assessments	Remediation Systems Design / Construction Oversight / O&M / Decommissioning	Specialty Sub Surface / Utility Inspection / Sewer Camera / Cleaning	UST / AST Removal / Demo / Soil Excavation / Closure	Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M
Total # Of Projects Provided in Service Category		13	4	22	19	9	4	5	9	14	3	9	10
1	State of Michigan - Detroit House of Corrections	●		●					●			●	
2	State of Michigan - Former Highland Park Highschool	●		●					●			●	
3	State of Michigan - Parnall Correctional Facility	●											
4	Michigan Department of Health and Human Services Lead Hazard Identification	●											
5	US Department of Justice	●											
6	Detroit Public Schools Community District - Duke Ellington	●										●	
7	City of Grayling - Northern Market Redevelopment	●	●	●	●				●				●
8	Village of Roscommon - Former AuSable Drugs	●	●	●					●				●

APPENDIX B – PROJECT SUMMARY MATRIX

PROJECT NUMBER NAME		RFP SCOPE OF WORK CATEGORY											
		Asbestos / Lead / Mold / Biohazard / Fred Product / Reg Waste Survey / Abatement	Brownfield Redevelopment	Environmental Investigation / Characterization / Pilot Tests / Feasibility Study	Environmental / Roto Sonic Drilling / Well Abandonment	GPR / Laser Induced Fluorescence (LIF) Field Screening	Landfill Maintenance / Monitoring	PFAS Sampling / Mitigation / Remediation	Phase I and II / Baseline Environmental Assessments	Remediation Systems Design / Construction Oversight / O&M / Decommissioning	Specialty Sub Surface / Utility Inspection / Sewer Camera / Cleaning	UST / AST Removal / Demo / Soil Excavation / Closure	Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M
Total # Of Projects Provided in Service Category		13	4	22	19	9	4	5	9	14	3	9	10
9	Cincinnati Children's Hospital - Land Revitalization	●	●	●	●				●	●		●	
10	City of Detroit - Lenox Center Redevelopment	●	●	●	●	●			●				
11	Speedway/7-Eleven Project #8705			●	●	●				●			
12	US EPA Region 5 - Bofors-Nobel Superfund Site			●	●	●				●			
13	US EPA Region 5 - Hi-Mill Manufacturing Company Superfund Site			●	●			●		●	●	●	
14	Speedway / 7-Eleven #8396			●	●	●							
15	USACE Buffalo District - DSC McLouth Steel Gibraltar Plant			●	●		●	●					●
16	Michigan Watermark Residential Development			●	●		●		●	●			●
17	City of Cincinnati - Center Hill Landfill O&M			●	●		●			●			●
18	Adams County North and South Sanitary Landfills			●	●		●			●			
19	Avflight Corporation			●	●	●		●	●				●

APPENDIX B – PROJECT SUMMARY MATRIX

PROJECT NUMBER NAME		RFP SCOPE OF WORK CATEGORY											
		Asbestos / Lead / Mold / Biohazard / Fred Product / Reg Waste Survey / Abatement	Brownfield Redevelopment	Environmental Investigation / Characterization / Pilot Tests / Feasibility Study	Environmental / Roto Sonic Drilling / Well Abandonment	GPR / Laser Induced Fluorescence (LIF) Field Screening	Landfill Maintenance / Monitoring	PFAS Sampling / Mitigation / Remediation	Phase I and II / Baseline Environmental Assessments	Remediation Systems Design / Construction Oversight / O&M / Decommissioning	Specialty Sub Surface / Utility Inspection / Sewer Camera / Cleaning	UST / AST Removal / Demo / Soil Excavation / Closure	Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M
Total # Of Projects Provided in Service Category		13	4	22	19	9	4	5	9	14	3	9	10
20	VTANG PFAS Investigation & Treatment of Water Supply							●		●			
21	US EPA Region 5 - Bronson Industrial Area			●	●			●		●	●	●	
22	US EPA Region 5 - Grand Traverse Overall Supply Site			●	●					●			
23	Confidential Automotive Client - Subsurface, LNAPL Recovery & Camera/Clean Out	● (free-product survey/abatement)		●	●	●					●		
24	DTMB - EGLE UST Projects	●		●	●	●				●		●	●
25	DTMB - MDOC UST/AST Projects			●	●	●				●		●	●
26	DTMB - Former Oakland Appliance Project	●		●	●					●		●	●
27	Quality Roots - CERCLA Liability			●	●	●			●	●			●

STATE OF MICHIGAN: FORMER DETROIT HOUSE OF CORRECTIONS DEMOLITION

PLYMOUTH TOWNSHIP, MI



Through a public competitive bidding process, Atlas was awarded a contract to provide professional services for the demolition of the former Detroit House of Corrections (DeHoCo) located in Plymouth Township, Michigan. The former DeHoCo facility is comprised of 26 buildings ranging in size from 500 SF to 250,000 SF with construction dates ranging from 1928-1986.

Atlas' scope of work included the following: Asbestos and Hazardous Material Survey of all buildings, Coordinate Survey of site improvements and tunnels, development of budgetary estimate for project funding, complete a Soil Erosion Sedimentation Control Plan (SESC), development of bidding demolition specifications for the abatement of asbestos and hazardous materials, prepare addendums, coordinate with local utilities for disconnect and associated clearance letters, evaluate bid submittals, conduct pre-award interviews with lowest responsible bidders, provide recommendation to DTMB of lowest responsible bidder, conduct pre-construction meetings, initiate demolition of all above ground structures and site restoration, Project Management of site activities, oversight of abatement and demolition, perform density testing of backfill, and conduct biweekly progress meetings.

On a biweekly basis, Atlas project representatives, in coordination with the DTMB and other state agencies involved, held progress meetings with the primary demolition contractor to review the project status, schedule of values, pay requests, project schedule, RFI's, bulletin requests, safety and other project issues.

The project was completed on time and within budget and on schedule.

OWNER REFERENCE

State of Michigan | Department of Technology, Management and Budget (DTMB)

Chris Bahjet, DTMB

bahjetc@michigan.gov

p. (517) 749-7519

PROJECT DETAILS

Size: 500 SF to 250,000 SF

Start Date: 2017

Completion Date: 2018

Value: \$125,000

Key Staff: Robert Smith (Program Manager), Martin Gamble (Project Manager), Ryan Rae (Staff/Technical), Joseph Siebert (Field Manager/Inspector)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ✓ Environmental Investigation/Characterization/Pilot Tests/Feasibility Study
- ✓ Phase I/Phase II/Baseline EA
- ✓ UST/AST Removal/Demo/Soil Excavation/Closure



STATE OF MICHIGAN: HIGHLAND PARK HIGH SCHOOL DEMOLITION

HIGHLAND PARK, MI

Atlas was tasked by The State of Michigan - Department of Technology, Management and Budget (DTMB) to perform an asbestos and hazardous material survey at the 500,000 SF, Highland Park High School and prepare a comprehensive report of findings.

After successful completion of the assessment activities and submittal of the assessment report, The State of Michigan retained Atlas to prepare Bid Specifications for the: abatement of all asbestos containing materials; removal of universal wastes; removal of Underground Storage Tanks (USTs); demolition of the structure; and restoration of the site. Atlas completed the 1,500-page specification and it was publicly bid through the Bid4Michigan/SIGMA procurement process. The State of Michigan then requested that Atlas evaluate bids, provide recommendation of award and oversee all aspects of the project including: asbestos abatement, universal waste removal; UST removal, building demolition and site restoration. Atlas provided professional services for DTMB to manage the daily activities relating to the removal of hazardous materials and the demolition, backfill, and site restoration of the property. On a biweekly basis, Atlas project representatives, in coordination with the DTMB, MLB and Treasury Department held progress meetings with the primary demolition contractor to review the project status, schedule of values, pay requests, project schedule, RFI's, bulletin requests, safety and other project issues.

The project was completed on budget, however, site restoration phase was extended due to lack of suitable fill.

OWNER REFERENCE

State of Michigan | Department of Technology, Management and Budget (DTMB)

Bruce Hassen, DTMB (Retired)

hassenb@michigan.gov

p. (517) 284-7096

PROJECT DETAILS

Size: 500,000 SF

Start Date: 2015

Completion Date: 2018

Value: \$138,000

Key Staff: Robert Smith (Program Manager), Martin Gamble (Project Manager), Ryan Rae (Staff/Technical), Joseph Siebert (Field Manager/Inspector)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ✓ Environmental Investigation/Characterization/Pilot Tests/Feasibility Study
- ✓ Phase I/Phase II/Baseline EA
- ✓ UST/AST Removal/Demo/Soil Excavation/Closure

STATE OF MICHIGAN: PARNALL CORRECTIONAL FACILITY

JACKSON, MI



Atlas assisted the facility management personnel at the State of Michigan Parnall Correctional Facility in assessing suspect visible mold growth in the attic of two occupied housing units. The units that were accessed were Buildings A & B and roof leaks were reported to cause microbial growth on surfaces in the attics. For this assessment, Atlas observed accessible affected areas within each building, evaluated the microbial and water damaged conditions in each area, and collected microbial surface samples and air samples in each building. Based on the results of assessment sampling, Atlas worked with the remediation contractor and facility personnel to provide a work plan that would not disrupt daily operations within each facility. Once remediation activities were completed, Atlas conducted visual inspections of the work areas to ensure that all mold growth had been removed. Once the visual inspection passed, Atlas provided post-remediation verification sampling. Once the air sample results passed clearance criteria, the areas were released back to the owner to start any repairs to the attic spaces.

The work Atlas completed allowed the State of Michigan to repair areas of roof leaks in the attics without disruption to daily operations at the Parnall Correctional Facility.

OWNER REFERENCE

State of Michigan | Department of Technology, Management and Budget (DTMB)

Stephen Curtis, Facilities Manager

Curtiss@michigan.gov

p. (517) 780-6273

PROJECT DETAILS

Start Date: 06/2022

Completion Date: 08/2022

Value: \$2,359

Key Staff: Michael Hauswirth (IAQ Specialist),
Martin Gamble (Senior Reviewer)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Asbestos/Lead/Mold/Biohazard/
Free Product/Regulated Waste
Survey/Abatement

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES: LEAD HAZARD IDENTIFICATION SERVICES

DETROIT, FLINT, AND BENTON HARBOR, MI

Perform Lead Inspection/Risk Assessments (LIRA's), Lead Risk Assessments (RA's), and Elevated Blood-Lead Level (EBL) Investigations, with and without drinking water sampling, for homes in the State of Michigan with primary focus in the cities of Flint and Detroit.

The primary objectives of the project are to identify lead-based paint and/or lead-based paint hazards in homes assigned by the Michigan Department of Health and Human Services (MDHHS). Inspections are performed in owner-occupied and rental homes to identify lead-based paint, and lead hazards in paint, household dust, and soils. Upon receipt of all data collected during the investigation, a report is prepared that identifies lead-based paint, and lead hazards at the home. Appropriate lead abatement, and interim control options are provided in the written report for each identified lead hazard. When requested by the MDHHS, drinking water samples are also collected in addition to the LIRA, RA, or EBL investigations. Drinking water samples are collected from all drinking water outlets in the home including kitchen faucets, bathroom faucets and, if applicable, bathtub faucets, and exterior hose bibs.

The proposed Scope of Work will consist of performing lead assessments, using the guidelines established by The U.S. Department of Housing and Urban Development (HUD), the U.S. Environmental Protection Agency (EPA), Michigan specific rules outlined in the Michigan Lead Abatement Act. The current standard for completing this scope of work is the Second Edition, July 2012 which replaces the 1997 Revision Chapter 7 of the 1995 HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Data collected on-site through x-ray fluorescence (XRF) testing, and analytical results of dust wipes, soil, and drinking water samples collected assist in determining if lead levels exceed HUD/EPA Standards. Results are included in the written report along with recommendations to reduce exposure to lead.

To date, Atlas has completed 400+ combined LIRA's, RA's and EBL's under the MDHHS assigned inspections within the budget. The current contract is ongoing with a projected completion date of October 31, 2025.

OWNER REFERENCE

State of Michigan | Michigan Department of Health and Human Services

Luis Viscaino, Contract Manager

ViscainoL@michigan.gov

p. (517) 335-0631

PROJECT DETAILS

Size: Various Statewide Locations

Start Date: 2018

Completion Date: Current

Value: \$1,200,000+

Key Staff: Dawn R. LeCesne (Project Manager; Certified Michigan Lead Inspector/Risk Assessor, EBL Investigator), Haydel C. LeCesne (Senior Industrial Hygienist; Certified Michigan Lead Inspector/Risk Assessor, EBL Investigator)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Asbestos/Lead/Mold/Biohazard/
Free Product/Regulated Waste
Survey/Abatement

UNITED STATES DEPARTMENT OF JUSTICE: LEAD INSPECTION/RISK ASSESSMENTS

FLINT, MI



Perform Lead Inspection/Risk Assessments (LIRA's) for homes in the City of Flint in response to an ongoing civil case.

The primary objectives of the project are to identify lead-based paint and/or lead-based paint hazards in homes identified and assigned by the United States Department of Justice (USDOJ). Inspections are performed in owner-occupied and rental homes to identify lead-based paint, and lead hazards in paint, household dust, and soils. Upon receipt of all data collected during the investigation, a report is prepared that identifies lead-based paint, and lead hazards at the home. Appropriate lead abatement, and interim control options are provided in the written report for each identified lead hazard.

The proposed Scope of Work consists of performing LIRA's using the guidelines established by The U.S. Department of Housing and Urban Development (HUD), the U.S. Environmental Protection Agency (EPA), Michigan specific rules outlined in the Michigan Lead Abatement Act, and the U.S. Department of Justice Protocol for Lead Sampling and Assessment in Homes and Soils. The current standard for completing this scope of work is the Second Edition, July 2012 which replaces the 1997 Revision Chapter 7 of the 1995 HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Data collected on-site through x-ray fluorescence (XRF) testing, and analytical results of dust wipes and soil collected assist in determining if lead levels exceed HUD/EPA Standards. Results are included in the written report along with recommendations to reduce exposure to lead.

To date, Atlas had completed 8 out of a projected 17 combined LIRA's. To date, all inspections have been completed within budget.

OWNER REFERENCE

US Department of Justice | Civil Division, Torts Branch

Timothy B. Walthall, Attorney

Timothy.walthall@usdoj.gov

p. (202) 305-0692

PROJECT DETAILS

Start Date: 09/2022

Completion Date: On-Going

Value: \$25,500.00

Key Staff: Dawn R. LeCesne (Project Manager; Certified Michigan Lead Inspector/Risk Assessor, EBL Investigator), Haydel C. LeCesne (Senior Industrial Hygienist; Certified Michigan Lead Inspector/Risk Assessor, EBL Investigator).

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Asbestos/Lead/Mold/Biohazard/
Free Product/Regulated Waste
Survey/Abatement

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT: EDWARD DUKE ELLINGTON CONSERVATORY FOR MUSIC AND ART

DETROIT, MI



OWNER REFERENCE

Detroit Public Schools Community District

Mark Stabile, Program Supervisor

mark.stabile@detroitk12.org

p. (313) 578-7414

PROJECT DETAILS

Size: 100,000 SF

Start Date: 2018

Completion Date: 2020

Value: \$88,000

Key Staff: Robert Smith (Program Manager), Martin Gamble (Project Manager), Joseph Siebert (Field Manager/Inspector)Inspector/Risk Assessor, EBL Investigator)

Atlas was tasked by Detroit Public School Community District (DPSCD) to perform an asbestos and hazardous material survey, prepare bid documents/specifications, and provide contractor oversight during the abatement, demolition and site restoration activities at the 100,000 SF, former Edward Duke Ellington Conservatory for Music and Art.

After successful completion of the assessment activities and submittal of the assessment report, The DPSCD retained Atlas to prepare Bid Specifications for the: abatement of all asbestos containing materials; removal of universal wastes; removal of Underground Storage Tanks (USTs); demolition of the structure; and restoration of the site. Atlas completed specification and it was publicly bid. The DPSCD then requested Atlas to evaluate bids, provide recommendation of award and oversee all aspects of the project including: asbestos abatement, universal waste removal; UST removal, building demolition and site restoration.

The project was completed at budget and within the required timeframe. Atlas has several similar projects currently in progress (Demolition Bid Specification/Bid review phase) with DPSCD.

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ✓ UST / AST Removal / Demo / Soil Excavation / Closure

CITY OF GRAYLING: NORTHERN MARKET REDEVELOPMENT

GRAYLING, MI



OWNER REFERENCE

City of Grayling

Erich Podjaske, City Manager

manager@cityofgrayling.org

p. (959) 348-2131; Ext. 105

PROJECT DETAILS

Size: 22,120 SF

Start Date: 2017

Completion Date: 2021

Value: \$1,000,000+

Key Staff: Josh Schuyler (Senior Reviewer), James Bresko (Senior Reviewer)

Atlas assisted the City of Grayling in assessment and cleanup activities to allow redevelopment for the Northern Market, an experiential agricultural shopping destination. The 2.34-acre former lumber planning and sales property included a 22,120-square foot metal building and three smaller open-air storage structures. The property included an oil house, iron refuse burner, boiler room, and multiple railroad spurs.

Atlas completed the Phase I Environmental Site Assessment (ESA), Phase II ESA, hazardous materials survey, and submitted a Baseline Environmental Assessment (BEA) report and Due Care Plan to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) on behalf of the City. The site was contaminated from past historical uses and contamination from adjoining industrial properties. Once assessed, Atlas worked with the Crawford County Brownfield Redevelopment Authority to prepare a brownfield redevelopment proposal, application, and brownfield plan to secure a \$1,000,000 EGLE Brownfields Redevelopment grant for remediation of the site. For remediation, Atlas designed and installed a vapor mitigation system and oversaw the asbestos abatement.

Atlas also worked with the City to conduct Phase I & II ESAs and a BEA for liability protections on an adjacent parcel that was subsequently transferred to the City and completed an Environmental Review Record for the City to receive \$4 million in community development block grant funding. The work Atlas completed allowed the City to meet its goal to address environmental concerns and move forward with redevelopment. The project was completed on time and within budget. Construction was scheduled to begin in spring 2021 but was delayed due to the Covid-19 pandemic.

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ✓ Brownfield Redevelopment
- ✓ Environmental Investigation/Characterization/Pilot Tests/Feasibility Study
- ✓ Environmental/Roto Sonic Drilling/Well Abandonment
- ✓ Phase I/Phase II/Baseline EA
- ✓ Vapor Intrusion Assessments/Risk Mitigation/Design/Installation/O&M

VILLAGE OF ROSCOMMON: FORMER AU SABLE DRUGS

ROSCOMMON, MI



OWNER REFERENCE

Village of Roscommon

Ron Alden, Village Manager
 manager@roscommonvillage.com
 p. (989) 275-5743; Ext. 1

PROJECT DETAILS

Size: 3,350 SF

Start Date: 08/2019

Completion Date: 08/2021

Value: \$167,372

Key Staff: Josh Schuyler (Senior Reviewer), James Bresko (Senior Reviewer)

Atlas assisted the Village of Roscommon in completing brownfields assessment activities at the former Au Sable Drug Store to help provide the future developer with liability protections to CERCLA liability. The project was funded through a Michigan EGLE grant and local government funding. The 3,350 SF corner property includes a two story 3,332 SF building constructed prior to 1938. The first development use of the property is unknown but from 1940 through 2015 it was used for commercial/retail purposes, most recently the Au Sable Drug Store.

Atlas completed Phase I and II Environmental Site Assessments, soil gas investigations, an asbestos and lead-based paint investigation, an asbestos abatement, and a baseline environmental assessment between 2019 and 2021. Contamination from adjacent properties had migrated to the subject site. Contaminants detected above screening levels included silver and mercury in soils, lead and VOCs in groundwater, and VOCs in soil gas. Atlas worked with EGLE to use site-specific volatilization to indoor air criteria at the site and after four seasonal sampling events, Atlas determined the vapor intrusion exposure pathway was not complete. Asbestos and lead were detected above regulatory levels in the sampled building materials. Atlas' abatement contractor abated and disposed of 2200 SF of non-friable asbestos containing material. Atlas completed air monitoring and PCM clearance sampling with all results below the EPA monitoring guideline and Michigan requirements. Atlas also completed a Baseline Environmental Assessment (BEA) on behalf of the potential owner because the investigations determined the site meets the definition of a "Facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), PA 451 of 1994, as amended (Part 201). Atlas also completed a Due Care Plan in accordance with Section 20107a of Part 201.

The work Atlas completed allowed the Village to meet its goal to help provide the new site owner with liability protections. The project was completed on time and within budget and the new business, The Butcher's Wife Market, is now celebrating its one-year anniversary.

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Brownfield Redevelopment
- ✓ Asbestos / Lead / Mold / Biohazard / Free Product / Reg Waste Survey / Abatement
- ✓ Brownfield Redevelopment
- ✓ Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- ✓ Phase I and II / Baseline Environmental Assessments
- ✓ Vapor Intrusion Assessments/ Risk Mitigation / Design / Installation / O&M

HAMILTON COUNTY LAND REVITALIZATION CORPORATION: CINCINNATI CHILDREN'S HOSPITAL EXPANSION

CINCINNATI, OH



Atlas assisted the Hamilton County Land Revitalization Corporation, on behalf of Children's Hospital, with addressing UST issues at two adjacent properties on Burnet Avenue, located across Burnet from existing hospital facilities. The two sites were a retail petroleum/convenience store (3443 Burnet) with several active release incidents and known petroleum impact and a former commercial building with indications of a former UST system dated to the 1930s (3449 Burnet). The goal of the project was to receive a no further action regulatory assignment for both sites for the hospital to expand its facilities.

Services provided have included pre-acquisition due diligence (Phase I/II ESAs), Phase I Property Assessment (Ohio's EPA Voluntary Action Program), pre-demolition asbestos/hazardous materials inspection, remedial design/implementation, regulated assessment, and associated waste management. Atlas assisted the client with successful funding of the project work through Ohio's Abandoned Gas Station Program at 3443 Burnet and Ohio's Petroleum Underground Storage Tank Release Compensation Board at 3449 Burnet.

During pre-acquisition assessment activities, separate phase product was discovered at both properties and beneath the side street separating the sites. The scope of work included free product removal, removal of three UST systems including five USTs and associated impacted soil, and associated assessment activities. Tier 1 Source Investigation and Delineation was completed to facilitate Tier 2 Evaluation that included fate and transport modeling and the development of site-specific target levels. Given redevelopment plans for expansion of the hospital facilities, source mitigation was performed through an interim response action. Impacted soils were excavated to depths of up to 25 feet for off-site disposal.

OWNER REFERENCE

Hamilton County Land Revitalization Corporation (Cincinnati PORT Authority)

Chris Meyer, Director of Industrial Development

cmeyer@cincinnatiport.org

p. (513) 632-3757

PROJECT DETAILS

Start Date: 2017

Completion Date: 2022

Value: \$900,000

Key Staff: Josh Schuyler (Senior Reviewer), James Bresko (Senior Reviewer)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Brownfield Redevelopment
- ✓ Asbestos / Lead / Mold / Biohazard / Free Product / Reg Waste Survey / Abatement
- ✓ Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- ✓ Environmental / Roto Sonic Drilling / Well Abandonment
- ✓ Phase I and II / Baseline Environmental Assessments
- ✓ Remediation Systems Design / Construction Oversight / O&M / Decommissioning
- ✓ UST / AST Removal / Demo / Soil Excavation / Closure

CITY OF DETROIT: LENOX CENTER REDEVELOPMENT / DUE DILIGENCE, DUE CARE, ENVIRONMENTAL ASSESSMENTS

DETROIT, MI

Atlas provided Due Diligence services including Phase I Environmental Site Assessment (ESA), GPR and Utility assessment for potential USTs or other buried structures/debris, Phase II ESA, Additional Environmental Assessments for delineation of lead in soil above State of Michigan Part 201 Clean up Criteria (Direct Contact) and preparation of a Due Care Evaluation/Soil Management Plan for proposed building demolition. Additional assessment may be required for future proposed site activities including redeveloping the site for a future community center, park and natural area. Atlas provided consulting services to the City of Detroit in regard to potential risk, receptors and management of the site with contractors during demolition of the existing building. Atlas also provided Pre-Demolition Hazardous Materials Survey for all existing on-site structures and provide scope of work for asbestos abatement.

Based on data obtained during the Phase I and Phase II ESAs, Atlas determined that the levels of lead (exceeding Direct Contact) were a risk for site workers during building demolition and future site redevelopment activities. Atlas has completed the above noted assessments at the site and provided Scope of Work/Due Care Evaluation for the demolition of the building. Additional site assessment pending to address lead concentrations in soil and redevelopment of the site.

Atlas completed the entire project within the budget and is providing additional support and consulting to the client as needed for possible future site re-development.

OWNER REFERENCE

City of Detroit / Detroit Demolition Department

Timothy Palazzolo, Deputy Director

tpalazzolo@detroitmi.gov

p. (313) 224-4737

PROJECT DETAILS

Start Date: 04/2021

Completion Date: On-Going

Value: \$35,000+

Key Staff: Josh Schuyler (Project Manager), Robert Smith (Project Manager), Kevin Laforge (Technical Support), Nick Priehs (Field Support)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Brownfield Redevelopment
- ✓ Asbestos/Lead/Mold/Biohazard/
Free Product/Regulated Waste
Survey/Abatement
- ✓ Environmental Investigation/
Characterization/Pilot Tests/
Feasibility Study
- ✓ Environmental Roto Sonic
Drilling/Well Abandonment
- ✓ GPR Laser Induced Fluorescence
(LIF) Field Screening
- ✓ Phase I/Phase II/Baseline EA

SPEEDWAY LLC/7-ELEVEN: SPEEDWAY #8705

ANN ARBOR, MI

Atlas assisted Speedway LLC with the mitigation/remediation of a confirmed environmental release of gasoline at the site. Atlas provided oversight/field services to conduct direct injection of ORC Advanced®, a product developed and marketed by Regenesis.

ORC Advanced® is an engineered, oxygen release compound (ORC) designed specifically for enhanced, in-situ aerobic bioremediation of petroleum hydrocarbons in groundwater and saturated soils. Upon contact with groundwater, this calcium oxy-hydroxide based material becomes hydrated producing a controlled release of molecular oxygen (17% by weight) for periods of up to 12 months on a single application. Oxygen is required by microorganisms to transform petroleum hydrocarbons into carbon dioxide, water, and microbial cell mass. Oxygen is depleted in zones of hydrocarbon impact through aerobic biodegradation process and becomes a primary growth-limiting factor for hydrocarbon degrading bacteria in the impacted zone(s). The continuous release of oxygen from the oxygen release compound is expected to sufficiently raise the DO concentrations in groundwater and increase the biodegradation rate by up to several orders of magnitude (e.g. 100 times faster with ORC Advanced) over naturally-occurring, non-stimulated rates.

Twenty (20) direct injection point locations (IP-1 through IP-20) were selected by Atlas covering a treatment area of 1,406 square feet located near the northeast corner of the site property. All injection locations were hand cleared to a depth of 6 feet below surface grade with a hand auger to avoid underground utilities. Once each location was hand cleared, a Geoprobe 6620DT advanced tooling at each location to 20 feet below ground surface. At each injection location, 22 gallons of water mixed with 80 pounds of ORC Advanced to create 26 gallons of ORC slurry. The slurry was then injected into the ground beginning at the 20-foot interval; Geoprobe tooling was raised slowly throughout the injection process to 10 feet allowing the ORC slurry to be injected throughout a 10-foot vertical treatment zone. The Injection pressure was monitored and maintained below 15 pounds per square inch to prevent the ORC slurry from advancing into areas other than the intended treatment zones. Due to assumed variances in subsurface lithology, IP-15 was only able to receive approximately 5-gallons of ORC slurry.

Prior to, and proceeding the injections, performance monitoring was completed. Groundwater samples were collected from select locations on-site and analyzed for the following parameters:

- Plate count of Aerobic Culturable Heterotrophs;
- Full volatile organic compounds (VOC) in accordance with United States Environmental Protection Agency (U.S. EPA) SW-846 Test Method 8260;
- Dissolved carbon dioxide in accordance with Test Method RSK-175;
- Dissolved iron in accordance with Test Method 6010;
- Alkalinity in accordance with Test Method SM 2320B;
- Nitrate and sulfate anions in accordance with Test Method 300.0; and
- Total phosphorus in accordance with Test Method 365.4.

A thorough evaluation is in process at the site to assess the effectiveness of the injected ORC Advanced on the residual LNAPL in the subsurface.

OWNER REFERENCE

Speedway LLC/7-Eleven

Jason Siemen, Environmental Manager-MI

jason.siemer@7-11.com

p. (937) 591-1106

PROJECT DETAILS

Start Date: 2019

Completion Date: On-Going

Value: \$50,000 (Approximately)

Key Staff: Josh Schuyler (Senior Reviewer/Technical), Laura Sleeper (Project Manager), Nick Priehs (Geologist/Field Support), Jessica Davis (Environmental Scientist/Technical Support)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ GPR Laser Induced Fluorescence (LIF) Field Screening
- ✓ Remediation Systems Design/ Construction Oversight/O&M/ Decommissioning

US EPA REGION 5: BOFORS-NOBEL SUPERFUND SITE

MUSKEGON COUNTY, MI

The 85-acre Bofors-Nobel site includes a former specialty chemical production facility. Wastes disposed in ten, unlined lagoons included iron sludge, iron scale, DCB, benzidine, zinc oxide, wastes generated from spills, calcium sulfate sludge, and detergents. The long-term remedy for OU1 (groundwater) is in place, and investigation of the site's 39-acre former production area, known as OU2, is ongoing. Atlas conducted the SRI to characterize the nature and extent of site-related contamination on this \$1.8M project. The FFS is in progress and will be used to develop a ROD for the Bofors OU2 site.

Atlas attended site visits and kickoff meetings for the Bofors OU2 Site. Atlas prepared site specific plans including a SAP that included a UFP-QAPP, FSP, DMP, and WMP, and prepared a HASP. Atlas managed execution, schedule, budget, quality of deliverables, resources, and prepared monthly progress reports and is tasked with providing community involvement support to EPA throughout the SRI/FFS process.

The geological conditions at the site include a sandy soil horizon which allowed for the rapid infiltration of contaminated liquids generated by wastes discharged to the subsurface. Atlas conducted phased SRI Field activities, Phase 1 included:

- On-site reconnaissance and inventory of existing groundwater monitoring wells;
- Geophysical survey using ground penetrating radar (GPR) and electromagnetic (EM) techniques;
- Collected soil samples using direct push methods and groundwater samples using VAS methods;
- Soil samples were tested for exotic compounds including p-toluidine, 2-chloro-4-aminotoluene (2-CAT), 2-amino-5-chloro-p-toluenesulfonic acid (2-ACTA), dipropylamine (DPA), dimethylformamide (DMF), and tetranitromethane (TNM);
- Collected, prepared and shipped samples to CLP laboratory for non-standard parameter analysis.

The Phase 2 SRI Field activities included:

- On-site reconnaissance and inventory of existing groundwater monitoring wells;
- Decommissioning 14 existing groundwater monitoring wells as per Michigan code;
- Installing and developing 24 groundwater monitoring wells;
- Collecting groundwater water samples from the newly-installed monitoring well network for chemical analysis;
- Recording water levels to aid in the understanding of the site-wide hydraulic characteristics;
- Procuring a surveying contractor to record horizontal and vertical coordinates of the monitoring well network.

Atlas performed data validation on Phase 1 and 2 analytical results, and reviewed independent, contracted data validation on the exotic compound analyses.

OWNER REFERENCE

US EPA Region 5

Jennifer Elkins, PE

Elkins.Jennifer@epa.gov

p. (312) 353-4627

PROJECT DETAILS

Size: 85 Acre

Start Date: 07/2011

Completion Date: 06/2021

Value: \$1,815,912

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ GPR Laser Induced Fluorescence (LIF) Field Screening
- ✓ Remediation Systems Design/ Construction Oversight/ O&M/ Decommissioning

US EPA REGION 5: HI-MILL MANUFACTURING COMPANY SUPERFUND SITE

HIGHLAND, MI

The Hi-Mill Manufacturing Company manufactured metal parts for the refrigeration industry from 1946 to 1988. As part of the manufacturing process, the facility conducted anodizing to brighten the parts and used chlorinated solvents to degrease the fabricated parts. The degreasing solution (primarily trichloroethylene [TCE]) was stored in 500- to 1,000-gallon aboveground storage tanks (ASTs) outside the facility and was delivered to the degreasing area through subsurface lines. Based on a mismatch between volume of solvent used in processing and the frequency of solvent replacement in the ASTs, it became clear that a subsurface delivery line was ruptured and released a significant but unknown quantity of TCE to the subsurface. The facility is served by a septic field, which may also have released solvents to the subsurface. Monitoring wells installed in the area discovered TCE at concentrations up to 300,000 µg/L, as well as associated chlorinated solvent degradation products.

The facility installed a vapor mitigation system and conducted in situ chemical oxidation (ISCO) injections of potassium permanganate (KMnO₄) in 2000 as part of a voluntary remedial action to address the apparent dense non-aqueous phase liquid (DNAPL), but the injections could not be used to effectively treat the subsurface contamination due to uncertainty about the exact location of the DNAPL, the clay-rich composition of the subsurface, and the presence of structures that limited the area available for injections.

Around 2011, new municipal wells were installed west of the site and the Hi Mill site lies near the wellhead protection area (WHPA) of these new wells. The solvent plume intersects a storm water sewer that runs along the highway median adjacent to the site. SulTRAC JV member Atlas reviewed the WHPA and storm sewer construction drawings and determined that the sewer bedding intersects the water table and presents a preferential flow pathway that may direct contamination cross-gradient toward the WHPA, potentially affecting the new municipal wells.

Atlas abandoned and replaced damaged wells and conducted sampling that revealed that the wells in the highway median contained vinyl chloride at an order of magnitude above the MCL and other wells at the site are contaminated with PFAS compounds. Atlas sampled the municipal wells to verify that the municipal wells are not yet contaminated with vinyl chloride. Atlas prepared a long-term sampling program focused on monitoring wells along the highway median to track preferential flow along the storm sewer toward the WHPA and give early warning of threats to the municipal supply wells.

Relevance: Atlas abandoned and replaced existing monitoring wells and repaired damaged wells. Based on review of the data presented in reports prepared by the PRPs, Atlas identified a previously unknown threat to a municipal water supply and put in place a monitoring program to give EPA early warning of contaminant transport that may ultimately affect the municipal supply wells.

OWNER REFERENCE

US EPA Region 5

Paul Atkociunas, Remedial Project Manager
atkociunas.paul@epa.gov
p. (312) 886-4793

PROJECT DETAILS

Start Date: 2019

Completion Date: 2020

Value: \$321,000

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ PFAS Sampling, Mitigation, Remediation
- ✓ Remediation Systems Design/ Construction Oversight/ O&M/ Decommissioning
- ✓ Specialty Sub Surface / Utility Inspection / Sewer Camera / Cleaning
- ✓ UST / AST Removal / Demo / Soil Excavation / Closure

SPEEDWAY LLC/7-ELEVEN: SPEEDWAY #8396

CARO, MI

Atlas was contracted by Speedway LLC for environmental response activities within multiple petroleum release study areas and have included site assessment/subsurface investigations to assess source areas and delineate the extent of hydrocarbon impact to soil and groundwater, groundwater monitoring of the dissolved phase hydrocarbon impact, various interim remedial activities, and laser-induced fluorescence (LIF) investigation to determine location/plume model of 2 different zones of light non-aqueous phase liquid (LNAPL) sources and required reporting under Part 213 of P.A. 451.

Two phases of subsurface LIF investigations were conducted by Atlas and Matrix Environmental LLC (Matrix) to investigate the distribution of LNAPL at the site. Note that, due to ongoing access limitations, each LIF investigation was limited to the confines of the site boundaries. A total of 22 LIF borings were advanced in the west half of the site to depths of 13 to 38 feet bgs in an effort to identify the nature and extent and the source of the LNAPL in the subsurface. The LIF borings were installed working out in a generally radial direction from recovery well RW-21. The site was assessed utilizing a GPR unit to confirm piping and UST locations and boring locations were vacuum-excavated to six to seven feet bgs to ensure there were no utilities.

Each LIF investigation was conducted by advancing GeoProbe™ direct push technology (DPT) soil probe equipment with an Ultraviolet Optical Screening Tool (UVOST) and an electrical conductivity (EC) probe. The UVOST system sends light through a fiber optic cable strung inside the probe rods. The light, reflected by a parabolic mirror, then exits through a sapphire window in the side of the probe; as the probe is advanced at a controlled rate, the subsurface soils are exposed to the UV laser light. If polycyclic aromatic hydrocarbons (PAHs) are present, longer wavelength light is emitted by the contaminants.

OWNER REFERENCE

Speedway LLC/7-Eleven

Jason Siemen, Environmental Manager-MI

jason.siemer@7-11.com

p. (937) 591-1106

PROJECT DETAILS

Start Date: 2015**Completion Date:** On-Going**Value:** \$200,000 (Approximately)

Key Staff: Josh Schuyler (Senior Reviewer/Technical), Laura Sleeper (Project Manager), Nick Priehs (Geologist/Field Support), Jessica Davis (Environmental Scientist/Technical Support)

**RFP PROJECT TYPES/
PROFESSIONAL SERVICES**

- ✓ Environmental Investigation/Characterization/Pilot Tests/Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ GPR Laser Induced Fluorescence (LIF) Field Screening

USACE BUFFALO DISTRICT: DSC MCLOUTH STEEL GIBRALTER PLANT

GIBRALTER, MI

The McLouth Steel Superfund site was historically a steel finishing operation with three landfills and a leachate treatment lagoon system. Steel finishing at the site included annealing, pickling, and cold rolling processes that produced wastes disposed of at site landfills, which later operated as a construction and demolition debris landfills. Primary exposure pathway is surface water migration.

USEPA is evaluating the site for inclusion on the National Priority List. Through a contract with USACE Buffalo District, ESI-ATC JV is evaluating the adequacy of landfill cap and assessing nature and extent of contamination associated with the landfill. The project involves communicating and coordinating efforts between USACE, USEPA Region 5, and MI Department of Environment, Great Lakes and Energy (EGLE) to ensure that tasks do not interfere with the other organizations' authority at the site.

Worked alongside USACE and USEPA personnel to oversee CLP laboratory analysis of surface water, soil gas, and leachate samples. Submitted all samples for laboratory analysis to six separate EPA Contract Laboratory Program (CLP) laboratories using EPA's SCRIBE software and developed a quality assurance protocol in the field to ensure proper labeling, organization, and shipment of all samples. Samples were analyzed for a full scan of chemical parameters including PFAS. When data is available, a JV chemist will review validated data against project-specific QC criteria defined in the UFP-QAPP. The field team provided daily communications to all stakeholders regarding sample shipments to the CLP labs.

To manage investigation derived waste (drill cuttings and purge/well development water), the team worked with prospective disposal facilities to confirm characterization requirement and with EPAs Region 5 waste coordinator to ensure that the facilities complied with the CERCLA Off-site Rule for waste disposal.

JV Project Manager provided field supervision to ensure that the RI was completed in accordance with specifications, on schedule, and within the firm fixed price. Our management staff worked closely with field scientists to review the results of field activities as they were completed, to help the team respond to changes in site conditions in real time and efficiently execute a complex sampling program.

OWNER REFERENCE

USACE Buffalo District

Frank D'Andrea

frank.j.dandrea@usace.army.mil

p. (716) 879-4245

PROJECT DETAILS

Start Date: 2022

Completion Date: On-Going

Value: \$648,000 (Approximately)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ Landfill Maintenance/Monitoring
- ✓ PFAS Sampling/Mitigation
- ✓ Vapor Intrusion Assessments/ Risk Mitigation Design/ Installation/O&M

WATERMARK RESIDENTIAL/THOMPSON THRIFT: WATERMARK RESIDENTIAL DEVELOPMENT

LYON TOWNSHIP, MI



OWNER REFERENCE

Watermark Residential / Thompson Thrift

Jordan McBeath, Owner's Rep
jmcbeath@thompsonthrift.com
p. (317) 654-7641

PROJECT DETAILS

Start Date: 04/2020

Completion Date: On-Going

Value: \$180,000+

Key Staff: Josh Schuyler (Project Manager), Ron Santos, P.E. (Project Engineer), Dylan Schuberg (Drawing/Design Support), Nick Priehs (Field Support)

Atlas reviewed previous Due Diligence reports/data provided by the client to assess Due Care obligations for development of a vacant parcel for 19 high end residential multi-unit townhouse buildings. The site was assessed for potential risks regarding an adjacent former landfill with active methane recovery system. Atlas provided the client with several options based on cost and potential future risks. The client approved Atlas to complete the design of a sub-slab passive vapor mitigation system, foundation vapor barrier and external methane monitoring and remote analysis system. Atlas provided design and included with the architectural drawings for the site, costs for installation, oversight of subcontractors and testing. The sub-slab mitigation system and vapor barrier was installed at all 19 residential structures and the methane monitoring system installed along the perimeter of the site adjacent to the former landfill. Atlas is currently completing the installation and final connections of the methane monitoring system and testing remote alarms.

Atlas completed the entire project within the budget and is providing additional support and monitoring to the client as needed for the methane monitoring system.

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ Landfill Maintenance/Monitoring
- ✓ Phase I/Phase II/Baseline EA
- ✓ Remediation Systems Design/ Construction Oversight/ O&M/ Decommissioning
- ✓ Vapor Intrusion Assessments/ Risk Mitigation / Design / Installation / O&M

CITY OF CINCINNATI: CENTER HILL LANDFILL OPERATION AND MAINTENANCE

CINCINNATI, OH



Atlas has performed a variety of projects at this closed landfill facility since the mid-1990s, including but not limited to: i) landfill operation and maintenance (O&M), ii) assessment and remedial activity associated with an isolated area of separate phase product impacted with polychlorinated biphenyls, iii) a feasibility study for methane gas recovery system repair/upgrade, iv) explosive gas monitoring plan revision, v) various improvements associated with landfill drainage/erosion, including road repair/construction and grading, and vi) assessment/remedy of a compost operation at the landfill.

Landfill O&M activities currently include landfill gas monitoring, landfill gas and leachate recovery system maintenance, light non-aqueous phase liquid (LNAPL) recovery/monitoring, and associated reporting. We currently have a proposal under review to evaluate development feasibility options at the closed landfill, including both environmental and geotechnical engineering aspects of such.

Atlas has completed various activities at the landfill on-time and within budget, and continues to provide additional support and monitoring to the client on as-needed basis as O&M issues arise.

OWNER REFERENCE

City of Cincinnati

Amanda Testerman, Senior Environmental Safety Specialist

amanda.testerman@cincinnati-oh.gov

p. (513) 352-5310

PROJECT DETAILS

Start Date: 1995

Completion Date: On-Going

Value: \$400,000+

Key Staff: Michael Luessen (Principal Geologist), Kevin Peterson (Project Geologist), Melissa Kelley (Project Scientist)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ Landfill Maintenance/Monitoring
- ✓ Remediation Systems Design/ Construction Oversight/ O&M/ Decommissioning
- ✓ Vapor Intrusion Assessments/ Risk Mitigation / Design / Installation / O&M

ADAMS COUNTY SOLID WASTE MANAGEMENT DISTRICT: ADAMS COUNTY NORTH AND SOUTH SANITARY LANDFILLS, ADAMS COUNTY, INDIANA

ADAMS COUNTY, IN

Atlas (formerly ATC) has provided a variety of solid waste management services to the Adams County Solid Waste Management District throughout the last decade. Our involvement began with a hydrogeological investigation at a closed site (Adams County South Landfill) that was under regulatory scrutiny because of potential groundwater impacts. Atlas reviewed the existing groundwater monitoring system, installed additional monitoring wells, and prepared a hydrogeological report which recommended changes to the existing groundwater monitoring system. A similar project was then conducted at the then-active site, the Adams County North Landfill. Upon completion of these two projects, Atlas was awarded a contract to perform statistical analysis of groundwater monitoring data at the two sites using sophisticated computer software. The project at the Adams County North Landfill is ongoing. The project at the Adams County South Landfill is closed.

As the Adams County North Landfill approached closure, Atlas was initially contracted to investigate the potential for a major expansion to the existing landfill. When it was concluded that an expansion would not be possible due to both local and state regulations, Adams County retained Atlas to perform a preliminary evaluation of four sites under consideration for development as a sanitary landfill. We then performed an investigation of the subsurface conditions and an initial evaluation of the siting criteria at the site selected by the District.

This effort was followed by a comparison of the costs associated with development and operation of an in-county landfill versus the transport of waste to an out-of-county disposal facility. Atlas assisted in the presentation of all of these findings during several public hearings, and the District ultimately opted to construct a transfer station and utilize a landfill in an adjoining county. Atlas was selected for the transfer station design contract, and received a Consulting Engineers of Indiana, Inc. award for the transfer station design. Atlas also performed the closure certification for the Adams County North Landfill when it reached capacity.

As the Adams County South Landfill approached the end of post-closure duties, Atlas led an effort to release the site from the post-closure care. This effort ended with the IDEM's acceptance of the Post-Closure Certification in June 2021.

Currently, Atlas continues to perform statistical analysis of groundwater monitoring data on a semi-annual basis for the Adams County North Sanitary Landfill.

OWNER REFERENCE

Adams County Solid Waste Management District

Jeff McIntosh, District Director

jmac@adamscountyswmd.com

p. (260) 724-9971

PROJECT DETAILS

Start Date: 1993

Completion Date: On-Going

Value: \$300,000+

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/
Characterization/Pilot Tests/
Feasibility Study
- ✓ Environmental Roto Sonic
Drilling/Well Abandonment
- ✓ Landfill Maintenance/Monitoring
- ✓ Remediation Systems Design/
Construction Oversight/ O&M/
Decommissioning

AVFLIGHT CORPORATION: AVFLIGHT/DUE DILIGENCE, DUE CARE, ENVIRONMENTAL ASSESSMENTS, VI, PFAS

GRAND RAPIDS AND TRAVERSE CITY, MI

Atlas provided Due Diligence services including Phase I Environmental Site Assessment (ESA), GPR and Utility assessment for potential USTs or other buried structures/debris, Phase II ESA, Additional Environmental Assessments for analysis of per-and polyfluoroalkyl substances (PFAS) and soil gas/vapor intrusion assessment. Atlas also prepared a Due Care Evaluation/Soil Management Plan for proposed building/site renovations. The airport properties are a known PFAS state site of concern and as the client planned expansion of current on-site buildings (property leased from the regional airports), Atlas provided consulting services to assess potential risks associated with the site construction and potential risk to on-site workers. Atlas advanced several soil borings, monitoring wells and soil gas points for assessment of potential site risks. Based on the data, Atlas provided a detailed evaluation of the site risks, receptors and pathway evaluation, including a management plan for potential soil and/or groundwater handling during site construction. Atlas also recommended that the client provide data and discuss with the regional airport representatives to maintain compliance with any on-going site investigations and/or remediation within the airport property.

Based on data obtained during the Phase I and Phase II ESAs and additional site assessment, Atlas determined that the detected PFAs was from the known plume within the airport property and on-going soil gas/vapor intrusion assessment is on-going to assess the risk (from previous UST releases) to any on-site staff within the site buildings.

Atlas completed the entire project within the budget and is providing additional soil gas monitoring and consulting to the client for vapor intrusion evaluation.

OWNER REFERENCE

Avflight Corporation

Leann M. Wanty-Glass, Construction and Asset Administrator

lwantyglass@avfuel.com

p. (734) 663-6466; Ext. 276

PROJECT DETAILS

Start Date: 04/2021

Completion Date: On-Going

Value: \$40,000+

Key Staff: Josh Schuyler (Project Manager), Joshua Samson (Project Manager/Technical Support), James Bresko (Technical Support/Review)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ GPR / Laser Induced Fluorescence (LIF) Field Screening
- ✓ PFAS Sampling/Mitigation
- ✓ Phase I/Phase II/Baseline EA
- ✓ Vapor Intrusion Assessments/ Risk Mitigation / Design / Installation / O&M

VT DEPARTMENT OF ENVIRONMENTAL CONSERVATION/VTANG: PFAS INVESTIGATION AND TREATMENT OF WATER SUPPLY

SOUTH BURLINGTON, VT

In August 2017, the Vermont Air National Guard (VTANG) contracted Atlas to perform sampling of a water supply well at the Belter Dairy Farm, located in close proximity to the VTANG Air Base, for analysis of per-and polyfluoroalkyl substances (PFAS). The VTANG Air Base was reported to store and utilize aqueous film forming foam (AFFF) for fire suppression and performed regular training exercises utilizing AFFF. AFFF is known to contain PFAS. The dairy farm is located on the Winooski River, downstream and downgradient of the VTANG Air Base. Initial sampling of the farm's water supply well indicated detections of perfluorooctanesulfonic acid (PFOS) and perfluorootanoic acid (PFOA) in exceedance of the established health advisory limits. The Vermont Department of Environmental Conservation (VTDEC) quickly stepped in to fund the installation of a Point-of-Entry-Treatment (POET) system to treat water from the farm's water supply well.

Within days of receipt of the laboratory results, Atlas completed the necessary permitting, design, and installation of a granular activated carbon (GAC) POET system to treat PFAS identified in the farm's water supply well. On average, the farm uses approximately 7,000 gallons of water a day; the treatment system was designed with additional capacity to accommodate period of high demand, ensuring that clean water would be available for dairy cattle consumption and cleaning of equipment.

When the milk hauler learned of the PFAS contamination in the drinking water well, pumping was halted and sampling of the milk for PFAS analysis was performed. Atlas provided oversight of the POET system installation and performed post-installation PFAS sampling and analysis to confirm PFAS concentrations were non-detect. Once the non-detect effluent sample results were provided to the milk hauler, they re-commenced milk hauling activities. Atlas professionals provided vital services to ensure the farmer could resume operations.

As a result of the PFAS detections in the water supply, Atlas was contracted by the VT DEC to sample additional media at the farm, including surface water, soil, and manure. Atlas continues to perform operation, maintenance, and monitoring of the POET system at the farm on a semi-annual basis.

OWNER REFERENCE

**VT Department of Environmental Conservation/
VTANG**

Richard Spiese, Sites Management Section, VT DEC

Richard.Spiese@vermont.gov

p. (802) 828-1138

PROJECT DETAILS

Start Date: 2017

Completion Date: On-Going

Value: \$100,000+

Key Personnel: Joseph Hayes, PG

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ PFAS Sampling/Mitigation
- ✓ Remediation Systems Design /
Construction Oversight / O&M /
Decommissioning

US EPA REGION 5: REMEDIAL DESIGN/ REMEDIAL ACTION/OVERSIGHT NORTH BRONSON INDUSTRIAL AREA

BRONSON, MI

The Bronson Superfund Sites include the North Bronson Industrial Area (NBIA) and subsets of former facilities located within the NBIA site, the North Bronson Former Facilities (NBFF) Sites. NBIA currently includes Operable Units (OU), and OU2. NBIA OU1 includes sludge lagoons and County Drain 30 (CD #30) (OU1) and industrial sewers that transported wastes from former industrial facilities to the lagoons (OU2). A future OU is planned to address area-wide groundwater contamination. Historical operations included chromium and cadmium plating and degreasing using trichloroethene (TCE). There are also high concentrations of per- and polyfluoroalkyl substances (PFAS) in CD #30 due to operations at an active facility in the area (Bronson Plating), and low detections of PFAS in groundwater at the sites.

SulTRAC JV member Atlas was tasked with preparing technical comments on the Remedial Design (RD) and documenting Remedial Action (RA) activities at the sites and associated deliverables prepared by the Potentially Responsible Parties (PRPs) and evaluating whether activities and documents were consistent with the settlement agreement, Record of Decision (ROD), applicable regulations, and EPA guidance. Atlas reviewed and commented on PRP remedial documents including plans, excavation reports, pilot test results, pre-design investigation plans, SVE/AS treatment system operation, optimization, and shutdown reports, and groundwater pump and treat design documents. Atlas conducted oversight and documentation of the groundwater pumping pilot test, soil and groundwater sampling (including groundwater sampling for PFAS), excavation of contaminated soil, well installation, and groundwater treatment system installation. Atlas also conducted oversight of Remedial Investigation and Feasibility Study (RI/FS) activities at NBIA OU2, including review of PRP investigation plans and reports and oversight of industrial sewer ground-penetrating radar and video-logging activities. Atlas also participated in numerous technical meetings with EPA, EGLE, and/or the PRPs to discuss the remedial approach, progress, and/or issues.

Relevance: This PRP oversight project involved technical review of project plans, RD/RA technical documents, and field oversight of PRP activities at a complex CERCLA site in Michigan

OWNER REFERENCE

US EPA Region 5

Kathy Meier, Remedial Project Manager

meier.kathleen@epa.gov

p. (312) 886-9861

PROJECT DETAILS

Start Date: 2011

Completion Date: 2021

Value: \$790,846

Key Personnel: Rik Lantz, PG and

William Earle, PE

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ PFAS Sampling/Mitigation
- ✓ Remediation Systems Design/ Construction Oversight/ O&M/ Decommissioning
- ✓ Specialty Sub Surface / Utility Inspection / Sewer Camera / Cleaning
- ✓ UST / AST Removal / Demo / Soil Excavation / Closure

US EPA REGION 5: GRAND TRAVERSE OVERALL SUPPLY SITE (GTOS)

GREILICKVILLE, MI



OWNER REFERENCE

US EPA Region 5

Erik Hardin

hardin.erik@epa.gov

p. (312) 886-2402

PROJECT DETAILS

Start Date: 2008

Completion Date: 2021

Value: \$7,500,000

Key Staff: Rik Lantz, PG, William Earle, PE, Jacki Bergman

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ Remediation Systems Design/ Construction Oversight/ O&M/ Decommissioning

Grand Traverse Overall Supply Company (GTOS) performed commercial laundering and dry cleaning for industrial clothing. Until December 1977, laundry wastes and process waters from dry cleaning operations were discharged to a creek adjacent to the facility. Chlorinated solvents associated with dry cleaning were detected in soils beneath the facility and in drinking water in an elementary school located immediately east of the site and potentially threatened a nearby church day care center. EPA installed a SVE system at the school, and Atlas removed soil source material and procured and oversaw a subcontractor who provided groundwater in-situ treatment.

- The source treatment involved removal and disposal of a concrete slab and associated debris, excavation and disposal of contaminated soils, and backfilling and cover of the excavation.
- Groundwater at the site and immediately downgradient was treated in-situ by enhanced reductive dechlorination using direct-push substrate injection and bioaugmentation.
- As part of the SulTRAC Joint Venture, Atlas established a radius of influence for the injections and injected multiple rounds of biological amendments into a grid of 83 injection points arranged on 10-ft centers. The treatment required multiple rounds of injection of EHCTM (controlled-release solid carbon and zero valent iron (ZVI) particles) and EZVITM (emulsified zero valent iron) to stimulate reductive dechlorination within the aquifer. In total, 112,000 pounds of EHC and 65,000 pounds on EHC-10, were injected into four discrete intervals in each of the injection points, and 2,300 pounds of EZVI was injected into a subset of the injection points at the perimeter.
- Effectiveness of the treatment was confirmed by extensive monitoring of a network of approximately 25 monitoring wells and pore water analysis to confirm no discharge to Cedar Lake.

Atlas acquired SCST, Inc. in 2017 and participated in the SulTRAC JV prime contract holder for the US EPA Region 5 Remedial Action Contract (RAC). This project was conducted under the JV agreement – all staff that performed on this project are now full-time employees of Atlas. All work was conducted under Federal prevailing wage requirements.

CONFIDENTIAL (AUTOMOTIVE CLIENT): SUB-SURFACE/SEWER, LNAPL RECOVERY AND CAMERA/CLEAN OUT

TOLEDO, OH

Atlas (on-call client/response), responded to request by client to assess potential light non-aqueous phase liquid (LNAPL) intrusion to an on-site storm sewer system that discharged to on-site storm water detention ponds. Atlas conducted GRP survey to assess and confirm site plans for storm sewer locations and flow directions followed by some sampling and assessment of the liquids within the storm sewer with additional fingerprint analysis to determine potential sources of the LNAPL from UST farms at the facility and adjacent to site assessment area.

Atlas, confirmed flow direction and areas of identified LNAPL and advanced several soil borings and converted to monitoring wells within the backfill of the storm sewer and bisecting the storm sewer structure and water table to assess preferential migration routes and potential for LNAPL to accumulate in the backfill material. Atlas then determined areas of significant LANPL and assisted subcontractor Ground Penetrating Radar Systems, LLC (GPRS) for additional GPR survey to determine areas of potential fill material along storm sewer along with utilizing a camera with tracking abilities to measure locations/distance to assess for potential break in the sewer pipe.

Atlas and GPRS identified a location with blockage within the pipe and utilized a track mounted power washer/vacuum line to clear blockage while vacuuming out the LNAPL, liquid and debris. A subsurface mounted LEL was placed within the sewer line to assess potential vapors and explosion risks while conducting the sewer cleaning. Atlas and GPRS identified the break location, completed mapping, plugged the area with booms and sealed off section of storm sewer until client could have the line excavated and repaired.

OWNER REFERENCE

Confidential (Automotive Client)

Melissa Michaels, P.G., CHMM, Environmental Due Diligence and Remediation Program Manager
p. (248) 260-0089

PROJECT DETAILS

Start Date: 2019

Completion Date: 2022

Value: \$40,000+

Key Staff: Kevin Laforge (Senior Reviewer), Joshua Schuyler (Technical Review/Project Manager/Field Support)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Free Product Survey / Abatement
- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ Specialty Sub Surface / Utility Inspection / Sewer Camera / Cleaning
- ✓ GPR / Laser Induced Fluorescence (LIF) Field Screening

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET/DEPARTMENT OF ENVIRONMENT: ISID TANK AND SOIL CONTRACT PROJECTS

VARIOUS SITES, MI

Atlas has provided Tank and Soil Assessment, UST Removals, Soil and Groundwater removal, Site Assessments, Well Installation and monitoring, soil gas/vapor intrusion assessments at over 30 sites since 2017 on behalf of DTMB, EGLE and other agencies.

Project locations for these services has been statewide. Project services have included developing Scope of Work/Cost Proposal based on contract rates/units, Work Plan development and Construction Drawings, Permitting/Design for all services within project scope, Demolition Specifications/Hazardous Material Survey/Abatement and Universal Waste Disposal, UST removal permitting/notifications, correspondence with State of Michigan agencies, property owners, municipalities, project meetings, coordination of all subcontractors, removal of USTs/close in place USTs, removal and disposal of impacted soil (from 500 tons to over 3,000 tons), removal, treatment and disposal of groundwater, sampling, assessment of site risk and pathway evaluations to determine risk to site receptors, installation of monitoring wells and soil gas points for quarterly monitoring and data evaluation/reporting.

Atlas provided progress meetings, in coordination with the DTMB, EGLE or other involved parties to review the project status, schedule of values, pay requests, project schedule, any changes in scope of work or cost units, safety and other project issues.

Atlas completed the entire project within the budget and is providing additional support and consulting to the client as needed for possible future site re-development.

OWNER REFERENCE

DTMB / EGLE

Sadi Rayyan, P.E., Project Director DTMB

rayyans@michigan.gov

p. (517) 284-7971

PROJECT DETAILS

Start Date: 2017

Completion Date: On-Going

Value: \$1,000,000+

Key Staff: Josh Schuyler (Program Manager), Joshua Samson (Project Manager/Technical Support), Jessica Davis (Project Manager/Technical Support), Gerry Debusschere (Project Manager/Technical Support), Nick Priehs (Geologist/Field Support), Madelyn Haas (Environmental Scientist/Field Support)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Asbestos/Lead/ Mold/ Biohazard/ Free Product/ Regulated Waste Survey/ Abatement
- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ GPR/Laser Induced Fluorescence (LIF) Field Screening
- ✓ Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M
- ✓ UST / AST Removal / Demo / Soil Excavation / Closure
- ✓ Remediation Systems Design/ Construction Oversight/ O&M/ Decommissioning

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET/DEPARTMENT OF CORRECTIONS: ISID TANK AND SOIL CONTRACT PROJECTS

VARIOUS SITES, MI

Atlas has provided Tank and Soil Assessment, UST Removals, AST and Facility Generator Design/Upgrades/Permitting, Soil and Groundwater removal, Site Assessments, Well Installation and monitoring, soil gas/vapor intrusion assessments at several sites since 2017 on behalf of DTMB, EGLE and other agencies.

Project locations for these services includes MDOC sites in Saginaw, Standish and Manistee. Project services have included developing Scope of Work/Cost Proposal based on contract rates/units, Work Plan development and Construction Drawings, Permitting/Design for all services within project scope (UST removal, AST and Facility Generator Upgrade Design/Installation, UST removal permitting/notifications, correspondence with State of Michigan agencies and local site contacts, project meetings, coordination of all subcontractors, removal of USTs/Installation of AST and upgrade of generator systems, removal and disposal of impacted soil, removal, treatment and disposal of groundwater, sampling, assessment of site risk and pathway evaluations to determine risk to site receptors, installation of monitoring wells and vapor instruction assessments for compliance and reporting under Part 213 releases to EGLE.

Atlas provided progress meetings, in coordination with the DTMB, MDOC, EGLE or other involved parties to review the project status, schedule of values, pay requests, project schedule, any changes in scope of work or cost units, safety and other project issues.

OWNER REFERENCE

DTMB / MDOC

Sadi Rayyan, P.E., Project Director DTMB

rayyans@michigan.gov

p. (517) 284-7971

PROJECT DETAILS

Start Date: 2021

Completion Date: On-Going

Value: \$400,000+

Key Staff: Josh Schuyler (Program Manager), Joshua Samson (Project Manager/Technical Support), Jessica Davis (Project Manager/Technical Support), Gerry Debusschere (Project Manager/Technical Support), Nick Priehs (Geologist/Field Support), Madelyn Haas (Environmental Scientist/Field Support)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ GPR/Laser Induced Fluorescence (LIF) Field Screening
- ✓ Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M
- ✓ UST / AST Removal / Demo / Soil Excavation / Closure
- ✓ Remediation Systems Design/ Construction Oversight/ O&M/ Decommissioning

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET / DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY: FORMER OAKLAND APPLIANCE – UST REMOVAL / VAPOR MITIGATION SYSTEM

WHITE LAKE, MI

Atlas was assigned the project under the 2015 Environmental Services ISID, Contract No. 00521 on May 11, 2018, as Assignment 9 (Contract No. Y18338, File No. 761/18214.SAR).

The scope of services was to provide professional design services for the investigation/installation of a vapor intrusion (VI) mitigation system, and long term operation and monitoring of the system. Under a prior contract, Atlas was retained to remove and/or close-in-place six orphan underground storage tanks (USTs). The Tank & Soil project was initiated on November 5, 2017, and was completed on November 10, 2017. Subsequent site investigation indicated that volatile organic compounds (VOCs) were present in soil gas at the site in excess of applicable standards that posed a potential risk to future occupants of the residential structure.

Atlas prepared VI mitigation system design to provide a long term solution to address elevated VOC (TCE) concentrations in soil gas. Based on the Atlas evaluation of the data, a cost effective, two part design solution was developed. The design specified a 20-mil epoxy coat and crack seal in the eastern portion of the structure to create an impermeable barrier. An active VI mitigation system consisting of three suction points and a sized extraction fan was installed to create negative sub-slab pressures in the western portion of the building. Atlas performed a pressure field extension test to develop the full scale system operating requirements. Atlas provided oversight of the construction and implementation of the final VI mitigation system in the fall of 2020. Based on recent analytical data (indoor air quality and soil gas), the system has effectively reduced TCE concentrations below applicable standards. Atlas continues to provide long term operation, maintenance, and monitoring of the system to ensure optimal performance.

OWNER REFERENCE

DTMB / MDOC

Sadi Rayyan, P.E., Project Director DTMB
rayyans@michigan.gov
p. (517) 284-7971

PROJECT DETAILS

Start Date: 2017

Completion Date: On-Going

Value: \$300,000+

Key Staff: Josh Schuyler (Program Manager), Gerry Debusschere (Project Manager/Technical Support), Jessica Davis (Project Manager/Technical Support), Nick Priehs (Geologist/Field Support), Madelyn Haas (Environmental Scientist/Field Support), Ron Santos (Pe), Dylan Schuberg (Design And Technical Support)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Asbestos/Lead/ Mold/ Biohazard/ Free Product/ Regulated Waste Survey/ Abatement
- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ Remediation Systems Design/ Construction Oversight/ O&M/ Decommissioning
- ✓ Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M
- ✓ UST / AST Removal / Demo / Soil Excavation / Closure

QUALITY ROOTS, LLC, AND APG WATERFORD, LLC: QUALITY ROOTS, WATERFORD

WATERFORD, MI

Atlas assisted Quality Roots and APG Waterford, LLC in completing an environmental site assessment at the proposed Quality Roots location to help provide the future developer with liability protections to CERCLA liability. The property consisted of an approximate 0.459-acre vacant tract of land.

Atlas completed Phase I and II Environmental Site Assessments, soil gas investigations, and a baseline environmental assessment, and a vapor mitigation system between 2021 and 2022. Contamination from the south adjoining properties had migrated to the subject site. Contaminants detected above screening levels included lead in the groundwater.

Atlas also completed a Baseline Environmental Assessment (BEA) on behalf of the potential owner because the investigations determined the site meets the definition of a “Facility” as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), PA 451 of 1994, as amended (Part 201). Atlas also completed a Due Care Plan in accordance with Section 20107a of Part 201.

During the Phase II Environmental Site Assessment, Atlas Compared the soil gas laboratory results to the State of Michigan, Department of Great Lakes and Energy (EGLE) Guidance document for Vapor intrusion Pathway, dated May 2013, to the Media Specific Volatilization to Indoor Air Interim Action Levels (MSSLs). Based on the comparisons, TCE exceeded the presence of TCE. As part of Due Care, the client decided to proceed and have Atlas design a vapor mitigation system for the proposed building on site. The construction of a VMS included passive venting beneath the construction of a 3,000 square foot retail building. The installation and testing of the VMS is on-going.

The work Atlas completed allowed APG Waterford, LLC to meet its goal and to help provide the new site owner with liability protections. The project was completed on time and within budget.

OWNER REFERENCE

Quality Roots, LLC, and APG Waterford, LLC

Erik Fix

p. (248) 378-3289

PROJECT DETAILS

Size: 0.459 Acre

Start Date: 2021

Completion Date: 2022

Value: \$33,786

Key Staff: Ann O'Brien (Senior Reviewer), Pamela Wheeler (Senior Reviewer), Kevin Laforge (Senior Reviewer), Ron Santos (Senior Engineer), Amanda Hayden (Staff Scientist), Joshua Schuyler (Technical Review)

RFP PROJECT TYPES/ PROFESSIONAL SERVICES

- ✓ Environmental Investigation/ Characterization/Pilot Tests/ Feasibility Study
- ✓ Environmental Roto Sonic Drilling/Well Abandonment
- ✓ GPR / Laser Induced Fluorescence (LIF) Field Screening
- ✓ Phase I, II, Baseline EA
- ✓ Remediation Systems Design/ Construction Oversight/ O&M/ Decommissioning
- ✓ Vapor Intrusion Assessments/ Risk Mitigation / Design / Installation / O&M



key personnel resumes

project work posted in chronological order

JOSHUA SCHUYLER

PROGRAM MANAGER/OPERATIONS MANAGER

OFFICE LOCATION

Novi, MI

EDUCATION

BS Resource Development/
Environmental Issues and Applications,
Michigan State University East
Lansing, MI

CERTIFICATIONS

Certified Storm Water Operator
and Soil Erosion and Sedimentation
Control Inspector,
Construction #18865

Environmental Professional, ASTM
E 1527-05 / All
Appropriate Inquiries
Standard 40CFR 312
(Michigan)

TRAINING

40-Hour HAZWOPER
Training 29 CFR
1910.120 OSHA, 2000
(with annual 8 Hr
Refresher)

Environmental Risk
Management, AIPG
Workshop

Michigan
Environmental
Compliance
Conference

PFAS – State of the
Union

Great Lakes PFAS
Summit

Michigan Petroleum
Storage Tank
Conference, Gaylord,
Detroit, MI

YEARS OF EXPERIENCE

22+

EXPERIENCE & RESPONSIBILITIES

Mr. Schuyler is the Operations Manager for the Atlas Michigan region. He has over 22 years of comprehensive experience in the environmental consulting service industry. Mr. Schuyler is responsible for coordination of client services, proposals, project development/senior management and for providing senior level technical guidance and review for various client sites / state programs between three offices and over 40 staff.

Mr. Schuyler is a lead technical resource and is the Program Manager for the State of Michigan Department of Technology, Management and Budget Indefinite Scope - Indefinite Delivery (ISID) contracts that include multiple contracts and multiple state and municipal clients (Michigan Department of Environment, Great Lakes and Energy (EGLE), Michigan Department of Corrections, Michigan Department of Natural Resources, and several municipal clients). Project work under these contracts includes site assessments, vapor intrusion risk assessment/mitigation, tank removal / remedial excavation, site closure, review of Hazardous Materials Surveys, Demolition Specification review, database review/management, QA/QC, client accounting/invoicing and program management.

His expertise includes guidance and evaluation of detailed site investigations (Part 201, 213, CERCLA, Brownfield); Risk-Based Corrective Action evaluations following ASTM guidance principles; remediation technology feasibility assessments; remediation system assessment, pilot testing, installation oversight, and post remedial action monitoring. Mr. Schuyler also has experience in the development and evaluation of Light Non-Aqueous Phase Liquid (LNAPL) and Vapor Intrusion Conceptual Site Models (CSMs).

PROJECT EXPERIENCE

Various Confidential Petroleum and Industrial Clients, Remedial Investigations, 2000 to Present, MI and OH

Manages and provides technical expertise on several remedial investigation and system installation projects. Investigations included geophysical and soil gas surveys, the drilling of soil test borings using direct push and/or hollow stem auger technologies, the installation of single- and double-cased monitoring well networks, and the installation of a variety of soil and groundwater remediation systems and/or in-situ technologies. These projects included retail, bulk storage terminals, former terminal, pipeline, industrial, university, municipal, public school districts, state land banks and utility.

State of Michigan Indefinite Scope - Indefinite Delivery – 2022 Tank and Soil; 2018 Expanded Environmental Remediation; 2017 Tank and Soil; 2016 Environmental Expanded Triage; 2015

Environmental Services, MI

Program Manager responsible for the coordination, planning and implementation of environmental services under the state of Michigan's ISID contracts. Responsibilities included approving cost estimates, contractor procurement, work plan review, management of field staff and communication with several State of Michigan Departments including: Environment, Great Lakes and Energy; Michigan Department of Corrections, Michigan Department of Natural Resources; Michigan Department of Transportation, Management and Budget, Department of Natural Resources, Detroit Public Schools Community District and other municipal contracts. Project locations for these services has been statewide. Project services have included developing Scope of Work/Cost Proposal based on contract rates/units, Work Plan development and Construction Drawings, Permitting/Design for all services

JOSHUA SCHUYLER

PROGRAM MANAGER/OPERATIONS MANAGER

PROJECT EXPERIENCE (Continued)

within project scope, Demolition Specifications/Hazardous Material Survey/Abatement and Universal Waste Disposal, UST removal permitting/notifications, correspondence with State of Michigan agencies, property owners, municipalities, project meetings, coordination of all subcontractors, removal of USTs/close in place USTs, removal and disposal of impacted soil (from 500 tons to over 3,000 tons), removal, treatment and disposal of groundwater, sampling, assessment of site risk and pathway evaluations to determine risk to site receptors, installation of monitoring wells and soil gas points for quarterly monitoring and data evaluation/reporting.

Watermark Residential / Vapor Mitigation – Methane, Adjacent Landfill, MI

Atlas reviewed previous Due Diligence reports/data provided by the client to assess Due Care obligations for development of a vacant parcel for 19 high end residential multi-unit townhouse buildings. The site was assessed for potential risks regarding an adjacent former landfill with active methane recovery system. Atlas provided the client with several options based on cost and potential future risks. The client approved Atlas to complete the design of a sub-slab passive vapor mitigation system, foundation vapor barrier and external methane monitoring and remote analysis system. Atlas provided design and included with the architectural drawings for the site, costs for installation, oversight of subcontractors and testing. The sub-slab mitigation system and vapor barrier was installed at all 19 residential structures and the methane monitoring system installed along the perimeter of the site adjacent to the former landfill.

Underground Storage Tank (UST) and Leaking Underground Storage Tank (LUST) Sites, MI

Environmental/Petroleum Division Manager and Senior Manager/client lead and primary

point of contact, responsible for oversight of environmental staff, and ultimately responsible for a significant portion of a national program involving over 150 Michigan LUST sites and other regulated facilities. Primary role responsibilities include construction oversight, management and documentation of over 100 UST removal and/or upgrade projects. These projects included management of preliminary pre-construction site assessments; estimation of soil excavation and dewatering requirements and associated management costs; implementing environmental and construction permit acquisitions, and associated compliance monitoring, human health risk/receptor evaluations and reporting.

Airport Due Diligence, PFAS and Vapor Intrusion Assessments

Provided Due Diligence services including Phase I Environmental Site Assessment (ESA), GPR and Utility assessment for potential USTs or other buried structures/debris, Phase II ESA, Additional Environmental Assessments for analysis of per- and polyfluoroalkyl substances (PFAS) and soil gas/vapor intrusion assessment. Atlas also prepared a Due Care Evaluation/Soil Management Plan for proposed building/site renovations. The airport properties are a known PFAS state site of concern and as the client planned expansion of current on-site buildings (property leased from the regional airports), Atlas provided consulting services to assess potential risks associated with the site construction and potential risk to on-site workers. Atlas advanced several soil borings, monitoring wells and soil gas points for assessment of potential site risks. Based on the data, Atlas provided a detailed evaluation of the site risks, receptors and pathway evaluation, including a management plan for potential soil and/or groundwater handling during site construction.

ROBERT SMITH

AREA MANAGER

OFFICE LOCATION

Novi, MI

EDUCATION

Civil Engineering,
Louisiana State
University

CERTIFICATIONS

State of Michigan EPA
Accredited Asbestos
Inspector, MI #A30246

Airborne Asbestos
Sampling and
Evaluation, NIOSH 582
Equivalent Course

16-hour Microbial
Investigations,
Assessment and
Remediation in the
Indoor Environment
training course, Sept.
2002

Niton XRF Spectrum
Analyzer, August
2004

40hr HAZWOPER
Training, December
2007

YEARS OF EXPERIENCE

25

EXPERIENCE & RESPONSIBILITIES

Mr. Smith has 25 years of project management experience. His experience includes various aspects of asbestos, indoor air quality, mold, hazardous materials, environmental site assessments, property condition assessments, demolition planning and oversight, program management, HUD Lead testing and management. Mr. Smith has been involved as a project manager on numerous asbestos abatement, renovation, and demolition projects involving abatement, construction, and demolition contractors. Fields of expertise include asbestos inspections, lead project management, project engineering, on-site administration, mold investigations, and overall project management.

PROJECT EXPERIENCE

Detroit Public Schools, Duke Ellington Demolition, Detroit, MI

Primary responsibility for the coordination, planning, scheduling, specification development and owners representative for the evaluation of hazardous and regulated materials, demolition specification development, hazardous material removal specification development, and oversight of demolition for the 100,000SF building. Throughout the project, Robert was responsible for all aspects of delivering the complete abatement and demolition of Duke Ellington School for the Detroit Community Schools District.

Eastern Michigan University, Asbestos, Lead and Indoor Air Quality, Ypsilanti, MI

Worked on hundreds of projects since 2002, involving asbestos abatement, asbestos and lead paint surveys, indoor air quality assessments, specification development, environmental and health and safety training, and overall industrial hygiene services for Eastern Michigan University during the past 20 years.

Detroit Public Schools Community School District, Detroit, MI

Since 2002, Robert has been the primary project manager responsible for delivering industrial hygiene, environmental services, and project management for various needs of the DPSCSD. Responsibilities include the development, implementation and management of environmental and industrial hygiene projects related to the building program for over 260

schools. Additional responsibilities included review and management of asbestos abatement activities, asbestos building surveys, lead paint reports, Phase I & Phase II Environmental Site Assessments (ESA), underground storage tank (UST) removals, and soil remediation.

State of Michigan Department of Management and Budget, Lansing, MI

Provides industrial hygiene services to the Michigan Department of Management and Budget for 26 buildings owned and occupied by the State of Michigan as well as hundreds of other facilities managed by the Department of Natural Resources and the Department of Corrections. Services provided to the Department include Indoor Air Quality assessments, general industrial hygiene, asbestos, lead based paint, and hazardous materials services since 2009.

City of Detroit Demolition Department, Detroit, MI

Primary Project Director for the evaluation of hazardous materials and environmental review of over 3000 residential properties and 100 commercial properties in the City of Detroit. The scope of work includes completing hazardous material surveys of abandoned single family, multi-family and commercial structures, providing a written engineering and Hazardous Material report, post abatement verifications of removal work, third party air monitoring, and finalizing documentation for submittal to a data documentation platform for the Detroit Demolition Department.

KELLY SCHMITT

PROJECT MANAGER

OFFICE LOCATION

Denver, CO

EDUCATION

BS, Reclamation,
University of
Wisconsin-Platteville,
2000

TRAINING

OSHA 40-Hour
Hazardous Waste
Operations Worker
Certification (with
Annual Refreshers)

YEARS OF EXPERIENCE

15+

EXPERIENCE & RESPONSIBILITIES

Ms. Schmitt has more than 15 years of brownfields redevelopment, environmental assessment and cleanup, and voluntary cleanup professional experience through regulatory and consulting roles. She leads Atlas' national brownfields initiative and collaborates with offices nationwide to improve and expand Atlas' brownfields portfolio. She has successfully secured 18 EPA Brownfields grants for local governments and non-profit organizations and oversaw the Montana DEQ Brownfields Program for five years.

Ms. Schmitt has been involved with EPA's Brownfields Program since 2003 and prides herself in being a partner with her clients, helping them through the nuances of EPA's program. She has led public meetings, presented at conferences, and helps clients work with private property owners and the public to understand and embrace brownfields redevelopment. Kelly's experience includes preparing brownfields grant applications, leading public involvement efforts, conducting brownfields site inventories, and preparing technical documents such as quality assurance project plans, sampling and analysis plans, Phase I and II assessment reports, and cleanup plans and reports.

PROJECT EXPERIENCE

EPA Brownfield Grant Applications

Wrote 18 successful EPA brownfield grant applications resulting in \$6.8 million.

- ▶ Kawerak, Inc., AK Assessment (2021)
- ▶ Region IV Development Association, ID Assessment (2021)
- ▶ Fort Belknap Community Economic Development Corp., MT Cleanup (2019)
- ▶ Blackfeet Tribe, MT Cleanup (2018)
- ▶ Great Northern Development Corporation, MT Coalition Assessment (2018)
- ▶ Big Sky Economic Development Assessment (2017)
- ▶ Great Falls Development Authority, MT Assessment (2015)
- ▶ Big Sky Economic Development, MT Assessment (2014)
- ▶ Vernonia, OR Assessment (2012)
- ▶ Troutdale, OR Assessment (2012)
- ▶ Northeastern Oregon Development Corporation, OR Assessment (2012)
- ▶ Astoria, OR Multi-Purpose (2012)
- ▶ Kalispell, MT Planning (2011)

- ▶ Cumberland Valley Area Development District, KY Assessment (2012)
- ▶ Kalispell, MT Revolving Loan Fund (2010)
- ▶ Kalispell, MT Assessment (2009)
- ▶ Corpus Christi, TX Assessment (2008)
- ▶ Miles City Housing Authority, MT Cleanup (2006)

Bear Paw Development Corp. Brownfields Assessment Program, Havre, MT

Conducted site inventory, worked with client to draft public outreach materials. Wrote quality assurance project plan, Phase I reports, and Phase II sampling and analysis plans. Worked with Montana DEQ and Region 8 EPA on site eligibility issues.

City of Kalispell Brownfields Assessment Program, Kalispell, MT

Wrote and secured Kalispell's first three EPA brownfields grants: \$400,000 for assessment, \$1 million for a revolving loan fund, and \$175,000 for planning. Guided city in developing its brownfields program. Conducted site inventory, drafted public outreach materials, wrote QAPP and Phase I assessments.

RIK LANTZ, PG

PROJECT MANAGER

OFFICE LOCATION

Chicago, IL

EDUCATION

BS, Geology,
University of Illinois,
Champaign, IL, 1982

MS, Geophysics,
University of Arizona,
Tucson, AZ, 1984

REGISTRATIONS

Professional
Geologist, CA #6356

Professional
Geologist, IL #196-
001054

Professional
Hydrogeologist AIH
#07-HG-1691

CERTIFICATIONS

LEED® Accredited
Professional

TRAINING

OSHA 40-Hour
HAZWOPER; Annual
8-Hour Refreshers

OSHA 30-Hour
Construction Safety
Training

YEARS OF EXPERIENCE

36

EXPERIENCE & RESPONSIBILITIES

Mr. Lantz has served as a Project Manager for more than 28 years on remedial investigations to define nature and extent of contamination in soil, groundwater, surface water, sediment, and soil vapor; O&M of groundwater and soil vapor treatment systems; and remedial actions to address contaminated soil and groundwater. Mr. Lantz has managed more than \$40M of large, technically complex projects at CERCLA sites for EPA's R5 RAC contract. He has been responsible for all aspects of project management including technical quality, cost and schedule tracking, financial reporting, subcontract and contract administration, and all administrative procedures. He has successfully managed these projects by allocating appropriate resources, obtaining specialized subcontractor support, monitoring performance, and resolving issues to ensure client satisfaction. These projects have involved managing teams of 40 or more employees from multiple office locations and teams of subcontractors supplying various specialized services such as installing groundwater treatment systems; specialized chemical analysis for PFAS, PCR sequencing for dehalococoides microbes, matrix diffusion analysis; and others. Mr. Lantz currently serves as quality control coordinator for ESI-ATC JV's the 2019 USACE Louisville small business Environmental Restoration Services Contract, ensuring that all deliverables undergo thorough and documented independent technical review.

PROJECT EXPERIENCE

Remedial Action Contract (RAC), U.S. EPA Region. Region 6

Mr. Lantz has served as project manager for more than 40 task orders at CERCLA sites under this contract, including RI/FS at the Mathiessen & Hegeler Zinc site, the USS Lead Site, the Milford Contaminated Aquifer site, and others; RD/RA the USS Lead and Jacobsville sites and others; and O&M and LTRA at the Pemaco site. In executing this work, Mr. Lantz has prepared multiple work plans and summary reports including UFP-QAPPs; completed seven Human and Ecological Health Risk Assessments for Remedial Investigations; assisted EPA with preparation of decision documents, including proposed plans and RODs at 6 sites; provided radiological survey support at the Ottawa Radiation site; initiated a CERCLA administrative record at the Dover Chemicals site; and investigated soils, groundwater, and waste materials for PFAS at the N Bronson, Hi Mill, and Estech sites.

U.S. Smelter and Lead Refinery Site, U.S. EPA, East Chicago, IN

Mr. Lantz served as Project Manager for a Remedial Investigation and Feasibility Study

and subsequent high-profile Remedial Design to characterize a residential neighborhood contaminated by emissions from a nearby lead smelter. The RI/FS featured a Human Health Risk Assessment and was expedited to take the project from remedial investigation to Record of Decision in 2.5 years. The RD phase of the project involved sampling 1200 residential and commercial properties over multiple phases of investigation and preparing remedial designs for approximately 780 properties that exceeded remedial criteria. During summer 2016, the site suddenly achieved heightened attention due to intensive press coverage of an affected public housing area. Mr. Lantz responded by rapidly increasing the number of sampling teams, leading a project team of 40 environmental professionals, and employing web-based and tablet-based technologies to manage and interpret the large quantity of environmental data gathered during the intensive sampling effort. Mr. Lantz supported EPA during multiple public meetings and community outreach efforts, preparing fact sheets and graphics to illustrate progress of the investigation and remediation at the site.

RIK LANTZ, PG

PROJECT MANAGER

PROJECT EXPERIENCE (Continued)

Jacobsville Neighborhood Soils Site, U.S. EPA, Evansville, IN

Mr. Lantz served as Project Manager for a remedial action to address lead-contaminated soil at more than 2,600 residential properties in Evansville, IN under multiple projects. He conducted FAR-compliant procurement of a remedial contractor and led a team of 20 subcontractor employees to implement site cleanup. He worked closely with the EPA WAM to navigate through a difficult backfill quality issue, successfully identifying fill that meets very strict quality criteria for ongoing use at the site. Created CLEANUP database to manage environmental data and records such as sampling data, backfill quality data, pre- and post-remediation photographs, property ownership and boundaries records, volumes of materials disposed, waste manifests, etc.

Pemaco Superfund Site, U.S. EPA, Maywood, CA

Mr. Lantz served as Project Manager for operation & maintenance and long-term monitoring of a complex, high-vacuum dual-phase extraction system to remove and treat contaminated groundwater and soil vapor at a former chemical mixing facility southeast of Los Angeles, CA. Mr. Lantz supervised a team of ten hydrogeologists, chemists, field technicians, environmental scientists, and engineers, and 35 subcontractors to operate and maintain a multi-zoned, 68-well, high-vacuum dual-phase extraction system to treat dissolved phase and vapor phase chlorinated solvents to execute and accelerate the remedial actions specified in a 2005 Record of Decision (ROD) to transfer the site for recreational use. The project involved executing a complex monitoring well and soil gas sampling program and managing investigation derived waste such as contaminated purge water from well redevelopment and spent filter bags and granular activated carbon filters; abandonment and closure of wells damaged by electrical

resistance heating, and preparing multilingual written materials and securing real-time translation service to enhance communications at community outreach meetings. Mr. Lantz conducted a value engineering evaluation and shut down or adjusted flow rates in various wells to focus remediation in the areas where the most contamination remains, allowing the system to operate with a single blower, and reducing energy use by 40% and labor required to operate the plant by 33%, while still removing approximately 98% of the mass removed before the changes.

Kokomo Contaminated Groundwater Plume U.S. EPA, Kokomo, IN

Mr. Lantz served as Lead Hydrogeologist for a site with complex hydrogeology involving multiple potential sources in fractured bedrock aquifer overlain by a discontinuous till unit with where groundwater flow was affected by municipal, industrial, and private groundwater pumping. Mr. Lantz reviewed past hydrogeologic studies and used Environmental Sequence Stratigraphy (ESS) to identify data gaps and IDEM online records to identify private bedrock wells within two miles of the Site; installed multiple 200-ft deep monitoring wells; and procured a contractor to run a suite of downhole geophysical logs and heat pulse flow meter (HPFM) testing in newly drilled, open boreholes to identify transmissive water bearing features (e.g. fractures, joints, bedding planes, and karst), and installed and sampled multilevel bedrock monitoring wells to evaluate groundwater quality. Mr. Lantz participated in various technical teleconferences with EPA, USGS, and IDEM experts to finalize investigation approach and well locations; and addressed technical questions from potential drilling contractors as part of subcontractor procurement process, including interacting with local POTW to identify IDW disposal options for large quantities of contaminated groundwater generated during drilling and well development.

WILLIAM EARLE, PE

ENVIRONMENTAL ENGINEER

OFFICE LOCATION

Oakbrook Terrace, IL

EDUCATION

BS. Civil Engineering,
Union College,
Schenectady, NY

REGISTRATIONS

Professional Engineer,
WI, #35407

CERTIFICATIONS

OSHA 40 Hour
HAZWOPER &
Refreshers

TRAINING

40-Hour Radiation
Safety Training

YEARS OF EXPERIENCE

30+

EXPERIENCE & RESPONSIBILITIES

Mr. Earle has over 30 years of environmental engineering and consulting experience in the areas of hazardous waste; regulatory compliance; underground storage tanks; Brownfields redevelopment; water quality; and environmental site management including regulatory strategy, investigation, remediation, remedial construction, and monitoring. He has additional experience in civil/site development work, including site planning, storm water planning, and materials testing. He has environmental experience in the complete CERCLA process, including site assessment; HRS scoring package; remedial investigations (RI) and feasibility studies (FS); vapor intrusion investigations at residential and commercial properties, decision documents; remedial design; remedial action; site redevelopment, and site closure.

His CERCLA experience includes vapor intrusion investigations at residential, commercial, and industrial properties; QA/QC of laboratory data, managing the development of project databases, ARARs identification including Michigan Parts 201 and 213; Some of the CERCLA sites included abandoned/un-maintained buildings. Experienced in providing clients with support during litigation and negotiations on both federal and non-federal projects. Mr. Earle also has extensive non-federal experience, including all phases of property transactions, site cleanup under various state petroleum / underground storage tank and voluntary cleanup programs, and site development and redevelopment. Mr. Earle also has experience coordinating remedial actions with site development. Mr. Earle has also assisted clients in maintaining compliance with environmental reporting, air permitting, wastewater and storm water projects.

PROJECT EXPERIENCE

Bofors-Nobel Superfund Site, Muskegon, MI

Mr. Earle was the project engineer and later, project manager for EPA's fund-lead efforts at the Bofors-Nobel Site. This 85-acre site is a former specialty chemical production facility where wastes were disposed of in a series of unlined lagoons. A PRP-group is managing groundwater issues at the site. EPA funded a supplemental RI and subsequent EE/CA activities at the former plant area (OU2) of the site. In addition to a group of COCs including benzidine, 3,3'-dichlorobenzidine, toluene, and tetrachloroethylene; the supplemental investigation analyzed samples for a number of exotic compounds, including p-toluidine, 2-chloro-4-aminotoluene (2-CAT), 2-amino-5-chloro-p-toluenesulfonic acid (2-ACTA), dipropylamine (DPA), dimethylformamide (DMF), and tetranitromethane (TNM). Mr. Earle provided technical guidance for the preparation of the work plan, QAPP, and health and safety plans for the site. All laboratory data was validated as part of the QA/QC process. A

project-specific database was established to manage both new and existing data from the site.

North Bronson Industrial Area Site, Bronson, MI

As project engineer, Mr. Earle provided oversight of PRP-activities related to supplemental investigations, remedial design, and remedial actions at this complex of sites, including the sludge lagoons and County Drain 30; three former-facilities; and both sanitary and industrial sewers at the site. Investigations included soil and groundwater sampling; vapor intrusion investigations; and sampling for PFAS in sediment, water, and groundwater. As part of its support to EPA, Mr. Earle reviewed PRP pre-design investigation plans, remedial designs, provided oversight of PRP RI/FS, RD, RA, and NTCRA activities at the site and provided technical comments to EPA.

WILLIAM EARLE, PE

ENVIRONMENTAL ENGINEER

PROJECT EXPERIENCE (Continued)

Bendix Corp. / Allied Automotive Superfund Site, St. Joseph, Berrien County, MI

Mr. Earle provided technical support to the project team assisting EPA by providing technical review comments on documents prepared by the potentially responsible parties to ensure that they were consistent with the settlement agreement, record of decision, explanation of significant differences, applicable regulations and industry practices. Comments were provided on annual reports, proposed alternate concentration limits, investigation work plans, replacement monitoring well installation plans, sample frequency reduction requests, and vapor intrusion evaluation plans. Some replacement monitoring wells were needed because previously installed monitoring wells had either been destroyed or were threatened due to lake erosion.

Hi-Mill Manufacturing Company Superfund Site, Highland Township, Oakland County, MI

As project engineer, Mr. Earle provided technical support to this project which included abandoning and repairing existing monitoring wells, installing new monitoring wells, well sampling, and data evaluation. Mr. Earle reviewed the work plan and QAPP for the site. The site is located east of new municipal wells and their associated wellhead protection area. As part of the data evaluation, a preferential pathway was identified along a storm sewer which intersected the new municipal wells had been installed west of the site, which is located just outside the wellhead protection area. A long term monitoring program was developed to provide EPA early warning of contaminant transport which might affect the municipal supply wells.

Estech General Chemical Site

As project engineer, Mr. Earle provided technical support to the project team by reviewing the

history of the site, identifying data gaps, and providing advice on overall sampling strategy, sampling approach, analytes, and media for the phase 1 sampling event. The objective was to maximize the use of existing data (some of which was more than 20 years old and collected with different objectives), while obtaining the data necessary to complete a comprehensive RI/FS, including human health and ecological risk assessments. A number of non-intrusive methods, including the use of geophysics including ground penetrating radar and thermal imaging were used to identify former site features, locate disposal areas, and identify seeps into the adjacent wetland and river. Contaminants of interest or concern include VOCs, SVOCs, PAHs, organochlorine and organophosphate pesticides, asbestos in soil, autofluff, and PCBs in soil, groundwater, surface water, and sediment. Work performed included developing an investigative strategy, preparing project planning documents (including QAPP), and supporting QA/QC of laboratory data.

Lusher Street Groundwater Contamination Site / EPA Region 5

Mr. Earle has been the sole project manager for a fund-lead RI/FS project for USEPA. The site is an 800-acre, mixed use area located in Elkhart Indiana. Over 1,000 residences and over 200 commercial and industrial facilities, plus a railyard, are located at the site. Mr. Earle developed a sampling approach to identify active exposure pathways potentially requiring early mitigation while defining the overall extent of contamination at this complex, multiple-source site. The project involved vertical aquifer sampling, monitoring wells installed to 150+ foot depths using roto sonic drilling; ground-water sampling, and a cost-effective multi-phase vapor intrusion investigation. All laboratory data was validated as part of QA/QC, and then placed in a site-specific database which included the results of previous investigations.

MARTIN GAMBLE

BUILDING SCIENCE MANAGER

OFFICE LOCATION

Novi, MI

EDUCATION

BS, Geology, Eastern Michigan University, Ypsilanti, MI

CERTIFICATIONS

State of Michigan Licensed Asbestos Inspector

Asbestos Project Designer

HUD Certified in Healthy Homes Rating System (HHRS)

YEARS OF EXPERIENCE

36

EXPERIENCE & RESPONSIBILITIES

Mr. Gamble has 36 years of experience in the environmental field. He has performed and/or managed: numerous pre-demolition environmental assessments at industrial, commercial, educational, and healthcare facilities. Martin has: prepared comprehensive, pre-demolition hazardous material abatement specifications and demolition specifications; provided technical guidance and oversight during abatement, demolition and property restoration projects; monitored contractor activities to ensure strict adherence to specifications; held pre-construction and progress meetings; and reviewed/approved contractor submittals. He excels in managing multi-disciplined, large-scale projects, and consistently exceeds the Client's goals and expectations.

PROJECT EXPERIENCE

Detroit House of Corrections Demolition Project, Plymouth, MI

Professional/Project Manager for this State of Michigan, Department of Technology, and Management and Budget project. Corrections complex encompassed 146 acres, and was comprised of 26 structure constructed in 1930's through 1980's. Professional services included: assembling Atlas' project team to perform pre-demolition environmental assessment (PDEA); preparing PDEA report; preparing hazardous material abatement, demolition and site restoration specifications and bid-documents; evaluating bids and providing award recommendation; reviewing contractor project submittals; holding progress meeting, conducting site visits; and performing project close-out activities.

Highland Park High School Demolition and Site Restoration, Highland Park, MI

Professional/Project Manager for this State of Michigan, Department of Technology, Management and Budget (DTMB) demolition project of former, 500,000 square foot, high school. Professional services included: performing an asbestos and hazardous material survey; preparing comprehensive report of findings; preparing bid specifications for the abatement of all asbestos containing materials, removal of universal wastes, removal of Underground Storage Tanks (USTs), demolition of the structure, and restoration of the site; bid evaluation and award recommendation;

oversight all aspects of the project; holding biweekly progress meetings, in coordination with the DTMB, MLB and Treasury Department with the primary demolition contractor to review project status, schedule of values, pay requests, project schedule, RFI's, bulletins and other project issues; and compiling project close-out documentation.

Grawn Hall Renovation, Mt. Pleasant, MI

Project Manager and Project Designer, professional services included preparing asbestos abatement and PCB bulk material removal specifications; attend and participate in pre-bid meeting and provide oversight and air monitoring during the renovation activities. During the planning phase of the project, routinely met with the architect and construction manager to discuss: the findings of the surveys/assessments; provide cost estimates and anticipated duration for the asbestos abatement and PCB bulk material removal.

Durham Fitness Center Renovation, Mott Community College, Flint, MI

Coordinated and implemented asbestos survey of structure utilizing architectural drawings of planned renovation activities. Prepared asbestos abatement specification for inclusion into architect's bid package. Served as Owner's Representative during asbestos abatement activities, including contractor oversight and air monitoring.

RYAN RAE

PROJECT MANAGER

OFFICE LOCATION

Novi, MI

EDUCATION

BS, Environmental Health and Safety, Oakland University Rochester Hills, Michigan. (In-Progress)

AS, Mott Community College
Flint, Michigan, 2016

REGISTRATIONS

State of Michigan EPA Accredited Asbestos Inspector and Contractor Supervisor License No. A35966

Firefighter I & II Training and Certificate, Michigan OSHA 40-hour HAZWOPER Training

Airborne Asbestos Sampling and Evaluation, NIOSH 582

Equivalent Course

Registered Roofing Observer IIBEC

YEARS OF EXPERIENCE

17+

EXPERIENCE & RESPONSIBILITIES

Mr. Rae is a Project Manager with over 17 years of experience associated with health and safety oversight on asbestos and lead abatement, demolition, and construction related projects. Mr. Rae has been involved as a Project Manager on numerous asbestos abatement, renovation, and demolition projects involving abatement, construction, and demolition contractors. His experience includes overall project management on abatement projects, surveys, environmental assessments, indoor air quality and abatement plans and specifications for commercial and higher education related projects.

PROJECT EXPERIENCE

Michigan State University, Environmental Services- East Lansing, MI

Worked as lead project manager to provide environmental services to Michigan State University as part of an ongoing multi-year open order contract. Directly involved with the scheduling, planning, and oversight of field air monitoring technicians on over 300 projects since 2015. Projects included small and large scale asbestos abatement projects, complete asbestos building surveys and asbestos abatement specification development.

Palace of Auburn Hills Demolition, Auburn Hills, MI

Project Manager for this high profile demolition project. Lead a team of asbestos inspectors to perform a NESHAP asbestos inspection, regulated material and universal waste assessment of the former arena venue. Upon completion of the inspection the data was compiled into a comprehensive report and subsequent asbestos abatement specification. Project duties also included the air monitoring during the demolition and implosion process.

AT&T, Registered Roof Observer, QA/QC - Various Locations, MI

Involved with the entirety of the projects from the design phase through to the completion of the roof replacement. Completed asbestos testing of existing roofing systems. Generated asbestos roofing removal specifications and bidding documents. Conducted daily contractor oversight to ensure adherence to construction

specifications and compliance with applicable OSHA asbestos regulations.

Various Clients, Asbestos Training Provider, MI

Conducted 2 Hours Asbestos Awareness and 16 Hour Operations and Maintenance Personnel Training for clients ranging from multi-story apartment complex office and custodial staff to large property management firms' maintenance staff who would be required to conduct limited asbestos abatement when needed. The 16 Hour level class involved an extensive portion of hands on learning of proper abatement techniques required for the successful completion of possible asbestos abatement scenarios that may be encountered by the trainees.

Mott Community College, Campus Wide Asbestos Inspections, Flint, MI

Project Manager for this campus wide project. Scope of services provided by Atlas included performing full building inspections of all campus buildings utilizing specially developed software to collect inspection data. Upon completion the data was compiled into compressive reports including interactive maps to allow for easy access to inspection data embedded into PDF building plans.

MICHAEL LUESSEN, CP, PG

PROGRAM MANAGER

OFFICE LOCATION

Cincinnati, OH

EDUCATION

MS, Geology, Idaho State University, 1987

BS, Geology, Northern Kentucky University, 1983

REGISTRATIONS

Certified Professional Ohio's Voluntary Action Program, #267

Registered Professional Geologist Kentucky, #247

CERTIFICATIONS

ODOT RMR Pre-Qualified

TRAINING

RELLC Training on Expedited Response/Assessment at complex, multi-source sites, 2013

Risk-Based Corrective Actions Seminars, 1995-96, Shell Oil Products Co. Internal Training Seminars (by Shell's Westhollow, Texas Research Group)

Corrective Action for Containing and Controlling Ground Water Contamination, AGWSE Short Course, 1991

OSHA Hazardous Waste Site Operations Training (40 hours), Supervisory Training (8 hours), 29 CFR 1910.120

YEARS OF EXPERIENCE

35+

EXPERIENCE & RESPONSIBILITIES

Mr. Luessen is a Principal Geologist in Atlas' Southwest Ohio offices in Dayton and Cincinnati, Ohio. He is responsible for technical and financial aspects of client management, business development and quality assurance/quality control. He has over 35 years of experience in geology, with over 30 years of experience in environmental project management.

PROJECT EXPERIENCE

Voluntary Action Program (VAP) Project with Vapor Intrusion Mitigation, Dayton, OH

Certified Professional for VAP project at an industrial facility that included printing and manufacturing operations. Issues addressed included underground storage tanks and soil/groundwater impact. A pilot test is currently being conducted to facilitate mitigation of sub-slab concentrations in excess of vapor intrusion screening levels. Such data will facilitate design of a vapor extraction system with the intention to remedy subslab concentrations such that the property meets criteria for a No Further Action/Covenant-Not-To-Sue Status without the need for ongoing engineering controls and associated operations & maintenance obligations. NFA anticipated early 2023.

Voluntary Action Program Project with Vapor Intrusion Mitigation, Cleveland, OH

Certified Professional for a VAP project with historic dry-cleaning operations. Assessment has indicated that impact is localized and only slightly in excess of residential standards (subslab only). Project is being financed through the City of Cleveland and HUD. Plan to reduce subslab VOC concentrations via subslab venting, such that conditions will meet residential standards, to mitigate the need for institutional or engineering controls and associated ongoing obligations.

STM Wren Paper Mill, Brownfield Redevelopment, City of Middletown

Certified Professional for CORF-funded remedial project involving asbestos abatement, demolition and soil/groundwater remediation of a former paper mill. Responsible for specification development, contractor selection/

oversight, interfacing with OEPA and ODOD/ODSA, development/oversight of remedial approach, data evaluation, and ensuring VAP compliance. Also responsible for review of all contractor invoices and preparation of CORF disbursement requests on behalf of City.

N. College Hill Development Brownfield Redevelopment, City of Cincinnati, OH

Certified Professional for redevelopment project along Hamilton Avenue that included limited soil remediation associated with former dry-cleaning facility and metals impact from a photo developer. Remedy included a restrictive environmental covenant that prohibits groundwater use for potable purposes relative to metals impact from an apparent off-Property source.

Former Nutone Facility, Brownfield Redevelopment, City of Cincinnati, OH

Certified Professional for CORF-funded remedial project involving asbestos abatement, demolition, soil remediation and POGWMPUS demonstration at a former manufacturing facility. Project approach included in-situ chemical oxidation of solvent-impacted soil (to avoid management/disposal of such materials as a characteristic hazardous waste) and development of property specific numeric standards, and evaluation/mitigation of vapor intrusion issues. Responsible for specification development, contractor selection/oversight, interfacing with OEPA and ODOD, development/oversight of remedial approach, data evaluation, and ensuring VAP compliance. Also responsible for review of all contractor invoices and preparation of CORF disbursement requests on behalf of City.

DANIEL W. ADAMS, PG

PRINCIPAL GEOLOGIST | OHIO PETROLEUM GROUP LEADER

OFFICE LOCATION

Cincinnati, OH

EDUCATION

MS, Sedimentary Geology / Hydrogeology and Groundwater Modelling, University of Cincinnati, 1994

BS, Geology, Certificate in Economics, University of Cincinnati, 1987

CERTIFICATIONS

Registered Professional Geologist (Kentucky, #2207/113720, 1995)

Certified Contractor (KY #1062, 1995)

Licensed Remediation Specialist (WV #42, 1998) (inactive)

TRAINING

Overview of Environmental Geophysics, Northern Kentucky University and US EPA

PUSTRCB Five Year Rule Revision Committee Member

BUSTR Five-Year Rule Revision Committee Member

Project Management Certification, University of Cincinnati

Battelle Remediation of Chlorinated and Recalcitrant Compounds

NGWA Petroleum Hydrocarbons and Organic Chemicals Conference

YEARS OF EXPERIENCE

25+

EXPERIENCE & RESPONSIBILITIES

Mr. Adams is Principal Geologist in Atlas' Cincinnati and Dayton, Ohio operations and provides related services throughout Ohio and the Midwest Region. He is responsible for technical and financial aspects of client/project management, personnel performance management and technical growth, business development and quality assurance/quality control. He has 31 years of experience in consulting, with over 25 years of experience in personnel management, company performance management, and environmental project implementation and management.

Fields of expertise include: Phase I and II environmental real estate assessments, brownfields redevelopment projects, underground storage tank management, hydrogeologic assessment, fate and transport modeling and site specific target level development, remedial investigation/design and implementation, risk-based corrective actions, RI/FS studies, and environmental regulatory compliance.

PROJECT EXPERIENCE

Cincinnati PORT Authority/Children's Hospital, Cincinnati, OH

Completed UST system closure assessments, Tier 1 and 2 Evaluations, separate phase product recovery, Interim Response Actions (IRA), pilot testing and Remedial Action Plan (RAP) development / implementation at two brownfields properties located on Burnet Avenue in Cincinnati, in preparation for property re-development activities. One project funded by the Abandoned Gas Station Grant Program and one by the Petroleum Underground Storage Tank Release Compensation Board (PUSTRCB). Total project cost \$1mm.

Speedway LLC, Enon, OH

Responsibilities include client point of contact, fiscal planning and management, senior review of technical reports and proposals, emergency response oversight and management, tiered assessments and remedial design/implementation oversight and management. Between 2008 and 2016 the Atlas, formerly ATC, Team reduced the Ohio portfolio from 165 to 65 active release sites.

Englefield Oil Company, Heath, OH

Responsibilities include client point of contact, fiscal planning and management, senior review of technical reports and proposals, Tiered assessment, site specific target

level development, and remedial design/implementation oversight and management, and SPCC plans. Implemented a compliance program to manage 129 stores through the changes in the 2018 UST compliance regulations.

Southwest Ohio BP Portfolio, Various Locations

Co-managed contract consisting of over 160 active sites in various stages of corrective action and up to \$2.7 million in annual sales. Transitioned appropriate sites into the Ohio Risk-Based Corrective Action Program in order to proceed to closure and significantly reduce client liability posed by legacy sites.

Hydrogeological Site Investigations / Various Clients, Various Locations

Conducted hydrogeological site investigations at over 300 facilities including industrial sites, landfills, retail service stations, trucking facilities, pipeline terminals, bulk storage and packaging facilities and dry cleaning facilities in Ohio, Kentucky, Indiana, Illinois, Missouri, Virginia, New York, Pennsylvania and West Virginia. Investigations include aquifer properties testing and groundwater and fate-transport modelling to develop site specific target levels, aid in remedial design, if required, and evaluate plume migration parameters for legal support.

CHRIS ORE, PE

PROJECT MANAGER

OFFICE LOCATION

Indianapolis, IN

EDUCATION

BS, Civil Engineering,
Purdue University,
West Lafayette, IN,
2000

MS, Civil Engineering,
University of Nevada,
Reno, NV, 2005

CERTIFICATIONS

Nevada Professional
Engineer #019451

Indiana Professional
Engineer #PE11700521

REGISTRATIONS

OSHA 30-Hour
Construction Safety
Certification

40-Hour OSHA Health
& Safety Training;
Annual 8-Hour
Refreshers

YEARS OF EXPERIENCE

17+

EXPERIENCE & RESPONSIBILITIES

Mr. Ore is a registered professional engineer and has more than 17 years of experience, including five years of CERCLA project management experience. Mr. Ore has managed and/or worked as the technical lead for environmental investigations and sampling, remediation, remedial oversight, oversight of PRP-led remedial activities, generation or review of plans, documents, designs, and specifications, quality control review, and regulatory compliance for the U.S. Environmental Protection Agency (EPA), Department of Defense, local government agencies, and the chemical and electric utility industries. Mr. Ore has managed and performed as the technical lead for CERCAL sites in Bronson, MI and St. Joseph, MI contaminated with chlorinated solvents where soil vapor extraction and vapor intrusion and vapor intrusion mitigation systems were evaluated. Mr. Ore also managed USS Lead Zone 2 in East Chicago, IN where all final validated data was uploaded to EQulS.

PROJECT EXPERIENCE

USS Lead OU1 Zone 2, USEPA Region 5, East Chicago, IN

Managed soil sample collection at 597 lead and/or arsenic contaminated properties associated with historic smelter operations; laboratory analysis; data validation; design preparation; quality control review, and reporting. Generated and/or updated project plans for submittal to EPA. Conducted training and oversight of sampling personnel, assisted field sampling, appropriately handled IDW, and generated technical specifications and remedial design reports. Verified property ownership and worked to obtain access agreements for properties without sampling access. Provided various property data and technical memorandums to EPA as needed. Sample data was managed throughout the project in an EQulS compatible database and uploaded to EQulS when all properties had been sampled and final validation of all data had been completed.

Former L.A. Darling Facility, Former Scott Fetzer Facility, and North Bronson Industrial Area OU1 and OU2, Bronson, MI

Mr. Ore has provided technical assistance to EPA for oversight of four PRP-led projects with different PRP groups associated with current and historical industrial metal plating. Soils and groundwater are contaminated by chlorinated

solvents, metals, and PFAS. Mr. Ore performed technical review of PRP plans (including VI evaluation plans), reports, and Remedial Designs and performed oversight of PRP-led field activities including additional excavation at the L.A. Darling site, industrial sewer location using a vac truck and subsequent video-logging, groundwater sampling, and installation of a groundwater pump and treat system including trench excavation and extraction/infiltration well installation and development. Observed and documented remedial activities at the sites to evaluate whether activities are consistent with the settlement agreement, Record of Decision, applicable State of Michigan regulations, and EPA guidance. Prepared oversight reports and participated in technical meetings with PRPs to discuss the remedial approach, progress, and technical and regulatory issues.

Bendix/Allied Automotive Superfund Site, St. Joseph, MI

The Bendix site is contaminated with chlorinated solvents and is located on a geologic divide where contaminated groundwater flows both west towards Lake Michigan and east towards Hickory Creek. Groundwater contamination exceeds compliance criteria in point of compliance wells located prior to surface water discharge,

CHRIS ORE, PE PROJECT MANAGER

PROJECT EXPERIENCE (Continued)

and the monitored natural attenuation remedy prescribed in the ROD was determined to be insufficient. A groundwater pump and treat system is operated by the PRP to reduce the contaminant mass in groundwater and allow MNA to reduce contaminant concentrations and meet compliance criteria prior to discharge. A soil vapor extraction system operates in the eastern plume. Mr. Ore provided technical assistance to EPA, including review of site data and PRP reports, review of PRP vapor intrusion sampling plans to evaluate vapor intrusion in off-site properties, institutional control implementation and assurance plan, assessment of MNA effectiveness and sampling frequency reduction request, and additional site investigation work plans and additional well locations. Mr. Ore also participated in technical meetings with EPA, EGLE, and the PRPs as needed.

Lammers Barrel Superfund Site, USEPA, Beavercreek, OH

A solvent recovery facility was historically present at the Lammers Barrel site and soil and/or groundwater are contaminated with chlorinated VOCs, BTEX, and arsenic. Provided technical assistance for oversight of PRPs including review and comment on preliminary and intermediate designs which proposed soil mixing with zero valent iron and groundwater treatment with in-situ enhanced reductive dechlorination via molasses injection. Participated in discussions with EPA, OEPA, and PRPs to evaluate potential change to proposed soil remedy to thermal treatment. Reviewed focused feasibility study workplan for evaluation of revised soil approach and pre-final design for groundwater treatment portion of remedy.

Kokomo Contaminated Groundwater Plume Superfund Site, USEPA, Kokomo, IN

The Kokomo site consists of chlorinated solvents and arsenic detected within several municipal wells with numerous potential sources. The site includes complex hydrogeology and fracture flow. Reviewed and summarized existing private bedrock wells present at the site, determined well locations and coordinated with subcontractors and local agencies for IDW disposal, managed installation of wells to 300 ft bgs, borehole geophysics, installation of nested wells, sampling and analysis, data validation, and associated reporting of validated results. Generated report summarizing work completed.

Jacobsville Neighborhood Soil Contamination Site, USEPA, Evansville, IN

The Jacobsville Site consists of lead and arsenic contaminated soils in a residential area. Performed oversight of all aspects of subcontractor remedial activities at over 1,500 properties; generated daily reports and conducted weekly progress conference calls, managed field oversight personnel and air monitoring program; trained junior personnel; generated and/or reviewed project plans, managed project documentation; quality control inspection of excavation and restoration activities; completed agreements with property owners, resolved property owner issues, reviewed and approved As-Builts and project invoices; generated remediation-complete letters; generated the remedial action report, and performed quality control review of all documentation on various phases of this project.

JAMES M. BRESKO

SENIOR DUE DILIGENCE & NATIONAL ACCOUNT MANAGER

OFFICE LOCATION

Grand Rapids, MI

EDUCATION

BS, Grand Valley State University, Hospitality and Tourism Management with emphasis on facilities planning and maintenance, Occupational Safety and Health, minor

CERTIFICATIONS

State of Michigan EPA Accredited Asbestos Inspector #A3344

TRAINING

Risked-Based Corrective Action, Michigan Department of Environment, Great Lakes, and Energy (EGLE)

EGLE Cleanup Criteria Training, Parts 201 and 213, and EGLE Training Part 201 Amendments, 2011

HAZWOPER / OSHA 40-Hour and 8-Hour Yearly Personal Protection/Safety Training, 1992 – present

Building Inspector Training in compliance with Michigan PA 440 (1988) and 40CFR Part 763 (AHERA), 1988 – present

NIOSH 582 Equivalent Microscopy Training (1988)

YEARS OF EXPERIENCE

30+

EXPERIENCE & RESPONSIBILITIES

Mr. Bresko is a Senior Due Diligence & National Account Manager located in the Atlas Grand Rapids, Michigan office. He has over three decades of experience providing environmental services and solutions and has conducted and managed numerous Phase I and II Environmental Site Assessments (ESAs) and Transaction Screens of industrial, retail/commercial, residential, and undeveloped properties throughout the country, as well as numerous Michigan specific Baseline Environmental Assessments (BEAs), and Documentation of Due Care Compliance (DDCC) projects.

Mr. Bresko also has over three decades of experience providing Asbestos Hazard Emergency Response Act (AHERA) and National Emission Standards for Hazardous Air Pollutants NESHAPS asbestos management services and solutions for planned renovation and demolition projects. He has provided lead, mold, and vapor intrusion/encroachment consulting services and has managed projects in accordance with the Advisory Council on Historic Preservation's (ACHP's) Section 106 of the National Historic Preservation Act (NHPA) for the consideration of historic properties under National Environmental Policy Act (NEPA).

PROJECT EXPERIENCE

Various Clients, Phase I ESAs, Various Locations, MI

Safely performed and managed cost-effective environmental evaluations of industrial, retail/commercial, recreational, agricultural, and undeveloped properties throughout the United States. Duties and responsibilities included proposal preparation, project set-up, client/site owner liaison, property reconnaissance, regulatory records review, collection of water and paint samples to determine lead content; building material samples to determine asbestos content; air samples to determine radon concentrations.

Various Clients, BEAs, Various Locations, MI

Performed and managed numerous Baseline Environmental Assessments of industrial, retail/commercial, educational, recreational, agricultural, and undeveloped properties throughout Michigan.

Various Clients, DDCC, Various Locations, MI

Performed and managed numerous DDCC projects of industrial, retail/commercial, educational, recreational, agricultural, and undeveloped properties throughout Michigan..

Various Clients, Environmental Due Diligence, 1996 to Present, Various Locations, MI

Safely performed turnkey environmental assessments of industrial and commercial properties in conjunction with Small Business Administration funding packages including Phase I and II ESAs, BEAs, and Response Activity Plans.

Various Clients, Environmental Due Diligence, Various Locations, West MI

Safely designed and directed turnkey environmental assessments, including Phase I and II ESAs, asbestos surveys, PCB wipe and floor sampling at former chrome plating/precision metal machining facilities, value added machining and distribution centers, conveyor equipment manufacturers, and lift truck manufacturing facilities.

Private Client, Environmental Due Diligence Southwest MI

Performed a turnkey environmental assessment of a large electrical motor manufacturing facility including proposal preparation, asbestos inspection and management services, Phase I and II ESAs, and Category C BEA.

LAURA SLEEPER

RETAIL PETROLEUM DIVISION MANAGER

OFFICE LOCATION

Novi, MI

EDUCATION

BS, Earth Systems
Science, Eastern
Michigan University,
Ypsilanti, MI

CERTIFICATIONS

40-Hour OSHA
Certification
(OSHA 29 CFR
1910.120)

8-Hour OSHA
Hazardous Waste
Operations and
Emergency Response
Site Worker Refresher
Course (OSHA 29 CFR
1910.120(e)(8))

8-House OSHA
Supervisor Training
(OSHA 29 CFR
1910.120(e)(4))

Heartsaver CPR, AED,
and First Aid for
Adults

Electrical Safety
Training; Energy
Control – Lockout
Training

YEARS OF EXPERIENCE

15+

EXPERIENCE & RESPONSIBILITIES

Ms. Sleeper has over 15 years of experience in environmental consulting, providing project management for retail petroleum Leaking Underground Storage Tank (LUST) sites under Michigan Department of Environment, Great Lakes, and Energy P.A. 451 Part 213. Currently, Ms. Sleeper manages sites for multiple clients, fulfilling all client required certifications and trainings, as well as managing staff in the Novi, MI environmental department. Additionally, her varied experience at Atlas include regulatory report writing, off-site access, right-of-way permitting, institutional controls, and various investigative field activities including, but not limited to, groundwater, soil, and air sampling; system O&M; and various subcontractor oversight activities (i.e. excavations, monitoring well installations, soil boring advancements, and chemical injections). She uses her knowledge of the regulations and requirements to evaluate sites and their environmental clean-up capabilities.

PROJECT EXPERIENCE

Retail Petroleum Division Manager

Environmental Department Manager of direct-report environmental professionals. Roles and responsibilities include senior technical reviews, project portfolio management, prioritization of office and field schedules, coordinating site work and schedules between offices, and senior financial/budget management.

Project Manager

Management of various retail petroleum LUST sites. Managed the installation of a Pump & Treat system for a chlorinated solvent plume in Las Vegas, Nevada.

Project Environmental Scientist

Perform site investigation activities at retail petroleum LUST sites under P.A. 451 Part 213. Duties include regulatory report writing, off-site access and Right-Of-Way permitting, Institutional Controls, and various investigative field activities including, but not limited to, groundwater, soil, and air sampling; and various subcontractor oversight activities (i.e. excavations, monitoring well installations, soil boring advancements, and chemical injections).

Confidential Petroleum Client, Enon, OH, Leaking Underground Storage Tank (LUST) Remedial Investigation, Ann Arbor, MI

Management of ORC Advanced injection pilot test. Twenty (20) direct injection point locations were selected, covering a treatment area of 1,406 square feet. All injection locations were hand cleared to a depth six feet below surface grade with a hand auger. A Geobrobe 6620DT then advanced tooling at each location to 20 feet below ground surface. At each injection location, 22 gallons of water was mixed with 80 pounds of ORC Advanced to create 26 gallons of ORC slurry. The slurry was then injected into the ground beginning at the 20-foot interval and was raised slowly to ten feet (ten-foot vertical treatment zone). Prior to, and proceeding the injections, performance monitoring was completed at select groundwater monitoring wells.

GERARD DEBUSSCHERE, CPG

SENIOR PROJECT MANAGER

OFFICE LOCATION

Novi, MI

EDUCATION

BS, Geology, Wayne State University, Detroit, MI, 1973

Additional Related Seminars and Classes (1992 – 2005)

CERTIFICATIONS

American Association of Petroleum Geologists (AAPG)

Certified Professional Geologist, AAPG#5369

Licensed Professional Geologist, State of Tennessee #2440

Certified Underground Storage Tank Professional State of Michigan #697

Certified DEQ Waterworks System Operator, Classification D-5, S-5 #16145

OSHA 29 CFR 1910.120 40-Hour / OSHA Annual 8-Hour Refresher

DOT 49 CFR 172.704 Hazardous Material Transport

Certified Adult CPR and First Aid

Behavioral Based Safety Training

Smith System® Driver Improvement Course

YEARS OF EXPERIENCE

40+

EXPERIENCE & RESPONSIBILITIES

Mr. Debusschere serves as Senior Project Manager in Atlas' Novi, Michigan office. He has diverse experience in the environmental and petroleum industries. As Senior Project Manager, Mr. Debusschere is responsible for client interfacing, compliance review, regulatory reports, and work plans. As a professional geologist, he demonstrates a balanced scientific approach in conducting site investigations by integrating geology, geophysics, and environmental science.

During Mr. Debusschere's years of experience in the environmental field, he has conducted Phase I and Phase II Environmental Site Assessments (ESAs), Baseline Environmental Assessments (BEAs), and Due Care Plans, as well as provided oversight for leaking underground storage tank (LUST) site assessments and closures.

PROJECT EXPERIENCE

Environmental Services ISID, SE Michigan District, former Oakland Appliance, MI

The scope of services was to provide professional design services for the investigation/installation of a vapor intrusion (VI) mitigation system. Atlas designed and installed a VI mitigation system design to provide a long term solution to address elevated VOC (TCE) concentrations in soil gas. Based on Atlas' evaluation of the data, a cost effective, two part design solution was developed, with a passive VI mitigation system in the eastern 2/3 of the site building, and an active system consisting of three suction points and a sized extraction fan to create negative sub-slab pressures in the western portion of the building.

Confidential Client, SW, MI

The pipeline spill originated from a break in a 33" buried pipeline that transports crude oil from the Chicago area northeast through Michigan into Sarnia Ontario. The release 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. Wrote, or co-wrote the following plans and/or operating procedures that guided the response activities and which were incorporated into larger plans that were submitted to the United States Environmental Protection Agency (USEPA), Region V on-scene coordinator and other

regulatory and non-regulatory agencies: Health and Safety Plan, Sampling and Analysis Plan, Oil Capture, Containment and Recovery Plan, Decontamination of Personnel and Equipment Plan and decontamination tracking forms, Backfill Plan and a variety of standard operating procedures to be used for the implementation of the various plans. Provided coordination and oversight of a citizen/landowner interface team, to provide for rapid response inspection and sample collection services for residential or commercial properties that were affected by, or suspected of being affected by the spill.

Tank and Soil Removal ISID

Managed thirteen (13) Tank and Soil removal projects on behalf of EGLE/RRD between October 2017 and January 2021. Sites were identified by EGLE/RRD, and Atlas acted as the primary contractor overseeing the excavation, transport and disposal of the orphan tanks and any associated impacted soils. Soil verification samples were collected from each excavation and project summary report was prepared for each.

Confidential Client, Annual Water Quality Testing and Reporting, Various Sites, MI

Provide oversight and management for confidential client of annual water quality testing and reporting for seven Type II non-transient public water systems.

JACKI BERGMAN

GIS ANALYST & DATABASE MANAGER

OFFICE LOCATION

Indianapolis, IN

EDUCATION

BS, Geographic Information Systems, University of Kansas, Lawrence, KS, 2006

MS, Geospatial Information Science, University of Texas at Dallas Richardson, TX, 2011

YEARS OF EXPERIENCE

16

EXPERIENCE & RESPONSIBILITIES

Ms. Bergman is a GIS Analyst and Database Manager with 16 years of experience, specializing in managing databases of field sampling results and integrating the data into GIS systems for analysis. Ms. Bergman has worked on U.S. EPA's Superfund program for the past six years, managing data and performing GIS tasks for remedial investigation/feasibility study (RI/FS), remedial design (RD), remedial action (RA), and PRP oversight projects in EPA region 5. She has also worked on EPA's START program for the last four years in region 9 performing data management and GIS tasks for disaster responses.

PROJECT EXPERIENCE

RD of U.S. Smelter and Lead Refinery Site, East Chicago, IN

GIS Analyst and Database Manager for RD of a high-access residential neighborhood of approximately 1200 residential and commercial properties within a heavily industrialized complex of steel mills, smelters, railyards, and paint manufacturing near Gary, IN. Ms. Bergman managed the sampling results for a rapid, high-profile remedial design project to sample all properties in OU1 and prepare remedial designs for approximately 780 of the properties. This was achieved by managing sampling results in a relational database, coding complex queries to create standardized output tables, and linking all data to appropriate properties to determine soil remediation excavation depths. Ms. Bergman developed and maintained a comprehensive and accurate geodatabase in ArcMap of all the properties and their features using parcel boundaries from the County Assessor, satellite imagery, Lidar data, and feedback from the field teams. Finally, the sampling database and geodatabase were linked in ArcMap and the remediation design creation process was automated in Python to batch create maps with unique sampling results tables for each property.

Milford Contaminated Aquifer Site RI/FS, Milford, OH

GIS Analyst and Database Manager for RI/FS of chlorinated solvent groundwater plume in an unconsolidated sand and gravel buried valley sole-source aquifer in southwest Ohio. Ms. Bergman managed the sampling data and

prepared figures for an RI report that presented existing information on this mature site by summarizing more than 20 prior investigations and used vertical aquifer profiling and temporary and permanent monitoring wells to supplement existing information to characterize current groundwater contamination.

Kokomo Contaminated Groundwater Plume RI/FS, Kokomo, IN

GIS Analyst and Database Manager for Phase I of the RI/FS at Kokomo Contaminated Groundwater Plume site contaminated with chlorinated solvents and arsenic. In this capacity, Ms. Bergman managed all sampling results in a database and created data tables for final reports. She also created figures displaying well locations and sampling results for the RI and DES.

Donnelsville Contaminated Aquifer Site RI/FS, Donnelsville, OH

GIS Analyst and Database Manager for the RI/FS at Donnelsville Contaminated Aquifer site investigating whether there was unacceptable exposure to volatile organic compounds (VOCs) via the vapor intrusion pathway or the consumption of contaminated drinking water. Ms. Bergman created online survey forms in Survey123 so the field teams could collect data in the field digitally and managed all sampling results in a database that was uploaded into EQulS. Ms. Bergman created tables for reports, and figures displaying new and historic sampling results in ArcGIS Pro.

RONALD SANTOS, PE

PRINCIPAL ENGINEER

OFFICE LOCATION

Boise, ID

EDUCATION

BS, Civil Engineering,
University of Alberta
Edmonton, Alberta,
Canada, 1992

REGISTRATIONS

Professional Engineer,
ID, #12566

Professional Engineer,
OR, #78965

Professional Engineer,
WA, #53690

Professional Engineer,
CA, #C59850

Professional Engineer,
MI, #6201054032

Professional Engineer,
NV, #027631

TRAINING

40-Hour HAZWOPER
Training, OSHA 29
CFR 1910.120

8-Hour HAZWOPER
Supervisor Training

10-Hour OSHA
Construction Training

National Groundwater
Association,
MTBE Treatment
Technology Design
and Implementation
Course

Loss Prevention
System Safety
Training

YEARS OF EXPERIENCE

30

EXPERIENCE & RESPONSIBILITIES

Mr. Santos has 30 years of experience as a consultant in the environmental industry. As a Principal Engineer with a civil/environmental engineering background, he has extensive experience with engineering program/project management, environmental site assessments, vapor intrusion and risk assessments, implementation of remediation technologies, facility audit and compliance oversight, and safety stewardship. Mr. Santos provides technical support to all of the Western Region offices/staff. He will manage and execute projects; supervise and mentor staff; oversee the preparation of technical proposals and reports, and provide QA/QC of deliverables.

PROJECT EXPERIENCE

Watermark Residential, Lyon Township, Michigan, MI

Served as the primary design engineer for a vapor mitigation system (VMS) that was installed at a 19 building multi-unit townhouse development. The primary constituent of concern was methane related an adjacent former landfill. VMS components include an engineered vapor barrier membrane with sub-slab vent piping and wind turbines that discharges effluent at the roof top. In addition, a perimeter methane monitoring system was installed at the boundary of the former land fill.

Quality Roots, Waterford, MI

Served as the primary design engineer for a vapor mitigation system (VMS) that was installed at a commercial development that consisted of several retail stores. The primary constituent of concern was volatile organic compounds related to former site use. VMS components include an engineered vapor barrier membrane with sub-slab vent piping and active blowers that discharges effluent at the roof top.

Las Vegas Convention Center, Las Vegas, NV

Serving as the lead remediation engineer for the project. The primary constituent of concern is PCE contaminated soil and groundwater. He is responsible for optimizing groundwater pump and treatment, soil vapor extraction and air sparge systems operations, peer reviewing remediation path forward scopes, and associated remediation troubleshooting.

Tropicana East Shopping Center, Las Vegas, NV

Serving as the lead remediation engineer for the project. The primary constituent of concern is PCE contaminated soil and groundwater. He is responsible for optimizing groundwater pump and treatment system operations, peer reviewing remediation path forward scopes, and design of future system upgrades that will include soil vapor extraction and increasing the capacity of the existing groundwater treatment system.

Panattoni Development Company, Inc., Madison, TN

Served as the primary design engineer for a vapor mitigation system (VMS) that is being installed at a new 125,000 square foot office and distribution warehouse. The primary constituents of concern are volatile organic compounds related former manufacturing facility located at the site. VMS components include an engineered vapor barrier membrane with sub-slab vent piping and wind turbine that discharges effluent at the roof top.

Toyota Dealership, Hayward, CA

Serving as lead remediation engineer for the project. The primary constituent of concern is petroleum hydrocarbons associated with former USTs. Conduct multi-phase extraction pilot test to determine applicability of mechanical remediation. The next phase of remediation includes installation of a stationary system, submersible groundwater pumps, and granulated activated carbon vessels.

JOSEPH HAYES, CPG, PG

SR. HYDROGEOLOGIST/PFAS SPECIALIST/OPERATIONS MGR.

OFFICE LOCATION

Williston, VT

EDUCATION

MS, Geology, Stephen F. Austin University

BS, Geology, Castleton University

Glacial Geology, Norwich University

Contaminant Hydrogeology, University of Vermont

REGISTRATIONS

Certified Professional Geologist, AAPG#5369

Licensed Professional Geologist, State of Tennessee #2440

CERTIFICATIONS

American Association of Petroleum Geologists (AAPG)

Certified Underground Storage Tank Professional State of Michigan #697

Certified DEQ Waterworks System Operator, Classification D-5, S-5 #16145

OSHA 29 CFR 1910.120 40-Hour / OSHA Annual 8-Hour Refresher

DOT 49 CFR 172.704 Hazardous Material Transport

Certified Adult CPR and First Aid

Behavioral Based Safety Training

YEARS OF EXPERIENCE

30+

EXPERIENCE & RESPONSIBILITIES

Mr. Hayes is a Professional Geologist with extensive experience in contaminant hydrogeologic and geologic consulting including emerging contaminants such as per- and polyfluoroalkyl substances (PFAS). He has managed hundreds of Phase I and II Environmental Site Assessments (ESAs) and is responsible for studies evaluating the presence of petroleum and hazardous waste contamination, evaluation of corrective action alternatives, and the design and implementation of corrective action plans.

His project experience includes investigation of petroleum and chemical releases, remedial investigation/feasibility studies, implementation of innovative remedial strategies to mitigate soil and ground water contamination, vapor intrusion assessments, served as an expert witness, and developed and negotiated scopes of work and corrective action plans. He supervises field activities, allocates work, provides senior technical review of project deliverables.

PROJECT EXPERIENCE

Vermont Fire Academy, PFAS Assessment and Characterization, Pittsford, VT

Atlas completed an investigation into the possible presence of PFAS in soil as a result of aqueous film forming foams (AFFF) use at the facility. The objective of the work was to determine if the previous use of AFFF containing PFAS had adversely impacted soil and potentially groundwater at the Vermont Fire Academy, and to determine whether further investigation was warranted. Atlas plans to complete further investigation including assessment of potential PFAS impact to groundwater.

Vermont Air National Guard, Belter Dairy Farm, PFAS Assessment, Characterization and Treatment, Burlington, VT

Atlas performed sampling of a water supply well at the Belter Dairy Farm, located in close proximity to the VTANG air base, for analysis of PFAS. The VTANG air base was reported to have stored and utilized AFFF for fire suppression including regular training exercises. The dairy farm is located downgradient of the VTANG air base. The initial sample from the water supply well had reported detections of perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) in exceedance of the health advisory limits of the time. Atlas completed the necessary permitting,

design, and installation of a granular activated carbon (GAC) POET system to treat PFAS. By expediting the installation and operation of the POET system, Atlas provided vital assistance to help the farmer resume his dairy business. Atlas completed sampling and testing of surface water, soil, and manure at the farm for PFAS. Atlas continues to perform operation, maintenance, and monitoring of the POET system at the farm on a semi-annual basis under a contract with the VT DEC.

PFAS Study, POET System Maintenance and Monitoring, Water Supply Sampling for PFAS, Private Water Supplies in Pownal, VT

Under Atlas' VT DEC Hazardous Site Investigation (SI) Contract, Atlas routinely completes maintenance and monitoring of 10 POET systems in Pownal, designed to treat for PFAS- contamination. Atlas frequently collects additional samples for PFAS analysis from nearby private water supplies downgradient of the Pownal Tannery Landfill. The project involves coordination with landowners, subcontractors, and the VT DEC, and reporting.

KEVIN HEADD, CIH, PG, PMP

CERTIFIED INDUSTRIAL HYGIENIST/PROJECT MANAGER

OFFICE LOCATION

Portland, OR

EDUCATION

MBA, Business Administration, Babcock School of Business, Winston-Salem, NC, 1999

MS, Geology, East Carolina University, Greenville, NC, 1993

BA, Geography, College of New Jersey, Trenton, NJ, 1989

REGISTRATIONS

Professional Geologist (PG) NC #1277; OR #G2600, and VA; #001340, WA #3287

Certified Industrial Hygienist (CIH) Lic. #10271 CP

Project Manager Professional (PMP) #1408573

CERTIFICATIONS

AHERA Asbestos Inspector

AHERA Supervisor Refresher

AHERA Project Designer

AHERA Management Planner

Supervising Air Monitor (NC - SAM)

OSHA HAZWOPER 40-hour, OSHA Supervisor 8-hour, and OSHA 30

NIOSH 582 Air Monitor Training

YEARS OF EXPERIENCE
20+

EXPERIENCE & RESPONSIBILITIES

Mr. Headd is an Industrial Hygienist and a Geologist for Atlas' Portland, Oregon office. He has over twenty years of technical and business experience. His project experience includes: asbestos sampling, asbestos abatement, mold assessment, mold remediation and efficacy, lead in paint assessment and abatement, air monitoring, carbon monoxide assessment, volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), carbon dioxide assessment (gas and dry ice), indoor air quality (IAQ), water intrusion and smoke damage, sound and noise surveys, OSHA safety, explosive vapors, petroleum constituent assessment, solvent assessment, exposure assessments, calculation of OSHA permissible exposure limits (PELs) and time weighted averages (TWA), smoke testing, heating ventilation and air conditioning (HVAC) effectiveness studies, personal protective equipment (PPE) selection, respiratory protection, use of 5-gas meters for potential hazards, confined space, methamphetamine lab contaminate sampling, assessment of industrial processes and practices, vapor intrusion (VI), administrative and engineering controls, ventilation assessments, and general industrial hygiene consulting.

PROJECT EXPERIENCE

Whidbey Medical Center, Coupeville, WA

Project Manager during an indoor air assessment including mold spore air sampling in areas of the facility.

Providence, Wilsonville Sort Therapy (Rehab Center), Wilsonville, OR

Industrial Hygienist following a major water release Atlas developed an Interim Remediation Protocol and a Water Damaged Materials Protocol for the facility. Following drying and removal of materials, Atlas conducted a Post Remediation Verification survey and report.

Salmon Creek Medical Center, Vancouver, WA

Project Manager for this project which consisted of a gray water release. Atlas conducted bacteriological sampling of surfaces in the release area. Atlas conducted efficacy testing following the remediation activities.

North Pacific Paper Company (NORPAC), Electromagnetic Field (EMF) and Radio Frequency (RF) Study at the Paper Treatment Operation, Vancouver, WA

Project Manager: NORPAC made a process change inspired by a business wide energy efficiency effort. Atlas conducted an EMF study for electrical equipment (transformers, power

lines, breakers, etc.) and a radio antenna at the facility.

High Rise Residential Building, Portland, OR

Industrial Hygienist during a sub-slab vapor intrusion assessment. Mr. Headd oversaw the installation and sampling of vapor points related to dry cleaning fluid and petroleum releases in the area.

US Navy Base, Kitsap, Hazardous Material Survey, Naval Hospital, Bremerton, WA

Industrial Hygienist during asbestos sampling, lead in paint sampling, and mercury component inventory in preparation for remodeling at the active hospital.

Madigan Army Hospital Center Annex (Building 9903), Joint Base Lewis McChord, WA

Industrial Hygienist during hazardous material assessment on the facility prior to abatement activities and upgrades to the facility.

United States Naval Hospital, Bremerton, WA

Safety/Industrial Hygienist/Geologist during asbestos and lead in paint sampling for areas slated for upcoming renovation.

JESSIE COMPEAU

CHEMIST

OFFICE LOCATION

Seattle, WA

EDUCATION

BS, Biological Sciences/Chemistry (Minor), Western Washington University, Bellingham, WA, 1988

TRAINING

OSHA 40-hr HAZWOPER; Annual 8-Hour Refreshers

Laboratory Data Consultants
- Automated Data Review/
Staged Electronic Data Deliverable (ADR/SEDD)
Implementation Workshop, 2017

YEARS OF EXPERIENCE

33

EXPERIENCE & RESPONSIBILITIES

Ms. Compeau possesses 33 years of program and project chemistry experience in environmental laboratory analyses, field sampling, QA/QC, and data validation experience. She has expertise in a wide variety of tasks, including as an analytical chemist at an environmental laboratory (organic/inorganic), mobile laboratory analyses (PCBs and TPH), laboratory analyses, field sampling (groundwater, surface water, and sediment/soil), data validation; chemistry support for multiple site investigations; site assessments; and monitoring. Her environmental chemistry support experience includes quality assurance project planning, technical support in planning sampling activities, RCRA Facility Investigations, and Superfund Sites.

Her chemistry support experience includes field management, including all aspects of planning, subcontractor coordination, sampling procedures in compliance with UFP QAPP, sample tracking, interaction and auditing of subcontracted laboratories conducting analyses, data validation (Tiers 1 through 3/4) and management of EDDs and data.

PROJECT EXPERIENCE

QAPP Oversight and Data for Remedial Design | USEPA Region 5, USS Lead Superfund Site, East Chicago, IN

Program Chemist during DQO development, planning, and execution for the sampling and analysis of over 8,000 soil samples for analytes including lead and arsenic. Managed aspects of the modification of the Uniform Federal Policy for Quality Assurance Project Plan (UFP-QAPP) to include a non-CLP private laboratory and align third-party data validation. Modifications to the UFP-QAPP were required to meet sample volumes approaching 70 samples per day (2016) and preliminary analytical turnaround time of 3 days. Identified high priority properties (sensitive human receptor populations and/or soil sample lead and arsenic concentrations exceeding Project Action Levels) during initial review. Drafted Data Evaluation Reports (annually), summarizing findings and overall compliance (including precision, accuracy, bias, representativeness, completeness, comparability, and sensitivity) using the QAPP.

RI | USEPA Region 5 Estech General Chemical Superfund Site, Calumet City, Cook County, IL

Chemist during the preparation of the UFP-QAPP for a EPA Fund-lead Remedial

Investigation, identified third party laboratories for selected targets (e.g. organophosphate pesticides and chlorinated herbicides) provided chemistry support during multi-matrix field sampling effort, sample tracking, performed Stages 2B or 3 Data Validation on selected parameters (e.g. PFAS, hexavalent chromium, and mercury), reviewed third-party Stage 3 data validation reviews, and drafted an associated Data Validation Summary Report.

RI/FS | USEPA Region 5 Sandoval Zinc Superfund Site, Sandoval, IL

Project Chemist managing chemistry scope for a Remedial Investigation/ Feasibility Study and associated risk assessment. The UFP-QAPP Addendum III was prepared to delineate the extent of contamination and establish an estimated relative bioavailability (RBA) value for the residential area. Served as the technical procurement lead for laboratory selection and independent data validation services for relative bioavailability (RBA) of lead in soil from residential properties using In Vitro Bioaccessibility Assay (IVBA). Responsible to assure Level 2A and expedited turnaround of data validation to ensure compliance with stipulated QAPP criteria.

WILLIAM SCHAEFER, PE

SENIOR PROFESSIONAL ENGINEER

OFFICE LOCATION

Oakbrook Terrace, Illinois

EDUCATION

M.B.A., Finance, Loyola University, Chicago, 1996
B.S., Environmental Engineering, Northwestern University, Evanston, Illinois, 1988

REGISTRATION

Professional Engineer - Illinois #062-049700
Professional Engineer - Indiana #10100349
Professional Engineer - Michigan #6201042373

HIRE DATE

September 2017

YEARS OF EXPERIENCE

34

EXPERIENCE & RESPONSIBILITIES

Mr. Schaefer has more than 34 years of experience in environmental consulting including site investigation, delineation, remedial design and implementation, and extensive interaction with clients, state and federal regulatory agencies, and client subcontractors. He has significant experience with state and federal regulations including Leaking Underground Storage Tank (LUST), State Voluntary Cleanup Programs, Resource Conservation and Recovery Act (RCRA), and ASTM Phase I and II Environmental Site Assessments.

Mr. Schaefer's technical expertise includes contaminant characterization and delineation, risk-based corrective action applications, remediation design pilot studies, remedial options evaluation, remediation system design and installation, remediation system operation and maintenance, system performance evaluation, state reimbursement programs, and negotiating for regulatory closure. Mr. Schaefer has designed and managed construction of remediation systems for numerous sites includes groundwater pump and treat systems with air stripping and carbon filtration, soil vapor extraction, bioremediation, dual-phase extraction systems, and free product removal systems.

Mr. Schaefer currently provides senior level final document reviews for Atlas. The following documents are routinely reviewed: Illinois – 45-Day Reports, Site Investigation Plans, Site Classification Completion Reports, Tier 2 calculations and groundwater modeling under TACO, Corrective Action Plans, and Corrective Action Completion Reports; Michigan (Part 213 and 201) - Initial Assessment Reports, Final Assessment Reports, Groundwater Monitoring Reports, Closure Reports; and Indiana: Quarterly Monitoring Reports, Initial Site Characterization Reports, Final Site Characterization Reports, Air Sampling Reports, and Closure Reports. Mr. Schaefer routinely performs final technical reviews of Phase I and Phase II Environmental Site Assessment Reports, Due Care Evaluations and Baseline Environmental Assessments.

Mr. Schaefer has experience with preparing National Pollutant Discharge Elimination System (NPDES) permits. Recently, a NPDES permit application prepared by Mr. Schaefer for Hydrostatic Testing of Pipelines and Tanks was approved by the Illinois EPA for a project in Grundy County, Illinois. This is one of only 16 such NPDES permits issued in the State of Illinois to date.

Mr. Schaefer has reviewed, signed, and stamped several Spill Prevention, Control, and Countermeasure (SPCC) Plans in recent years. The purpose of the Spill Prevention, Control, and Countermeasure (SPCC) rule is to help facilities prevent a discharge of oil into navigable waters or adjoining shorelines. This rule is part of the U.S. Environmental Protection Agency's oil spill prevention program and was published under the authority of the Federal Clean Water Act.

AREAS OF EXPERTISE

- Environmental Site Investigation / Part 213, Part 201, RCRA
- Remediation Services
- Due Diligence
- NPDES Permitting / SPCC Plans

DAWN E. BOCKORAS

REMEDIAL OPERATIONS/ENGINEERING LEADER

OFFICE LOCATION

Cincinnati, OH

EDUCATION

BS, Chemical Engineering, 2000, University of South Florida, Tampa, Florida

CERTIFICATIONS

OSHA HAZWOPER 40-Hr Health & Safety Training and Annual 8-Hr Refresher

American Red Cross Standard First Aid and CPR/AED

OSHA Lock-Out/Tag-Out Training

Contractor Safety Training (Oxy Chemical)

YEARS OF EXPERIENCE

20

EXPERIENCE & RESPONSIBILITIES

Ms. Bockoras has experience providing remedial engineering and management solutions within the petrochemical, industrial, and chemical sectors. Her broad design experience includes remediation projects in 15 states, addressing a wide range of unique site characteristics, and employing diverse remedial technologies. In her current role, she manages Atlas' Remedial Operations Specialists (ROS) Group, which oversees Atlas remediation projects across the US and supports Atlas National Clients with their most challenging, high profile, or otherwise complex remediation projects.

Ms. Bockoras works with field and design engineers and geologists, technical staff, and project managers throughout Atlas to provide clients with effective, sustainable, and expedited remedial solutions. Specific fields of expertise include: feasibility studies, pilot testing, remedial design, operation and maintenance (O&M), automation and controls integration, system optimization, emerging contaminants, sustainable practices including water re-use and green energy, and process safety management. Ms. Bockoras' practice has focused on comprehensive remedial solutions to address chlorinated solvents, VOCs, light and dense nonaqueous phase liquids (NAPL), arsenic, hexavalent chromium, and per and polyfluoroalkyl Substances (PFAS) under various regulatory frameworks (RCRA, CERCLA, VCP, etc.).

EXPERIENCE HIGHLIGHTS

- ▶ Remedial Performance Evaluations
- ▶ Remedial Feasibility, Pilot Testing, and Engineering Design
- ▶ CERCLA and RCRA Project Management Experience
- ▶ Client Liaison and Portfolio & Program Management
- ▶ Emerging Contaminants (PFAS)

PROJECT EXPERIENCE

Program Manager, Petrochemical Client, Confidential

Responsible for all Atlas project teams addressing soil and groundwater impacts at client's RCRA, CERCLA, and Voluntary Cleanup Program sites in Texas, Ohio, Pennsylvania, New Jersey, Florida, Tennessee, and Kansas.

of three groundwater recovery and treatment systems (>1,000 GPM), site-wide groundwater monitoring program, CMI implementation tasks, RCRA site management, Community Involvement Group support, and reporting to address DNAPL, carbon tetrachloride, beta-BHC, and chloroform impacted groundwater.

Project Manager/Engineer, Contaminated Groundwater Plume at RCRA Site, Wichita, KS

The Wichita project consists of dissolved chlorinated solvents and DNAPL spanning approximately 2 square miles encompassing an active chemical manufacturing plant. Project Manager responsible for Atlas project team of geologists, engineers, remediation specialists, scientists, and technicians in the management

Project Manager/Engineer, Groundwater Remediation System at RCRA Site, Ashtabula, OH

Design engineer and project manager responsible for evaluating existing groundwater, storm water, and process wastewater remediation system (200 GPM) at an active chemical plant with multiple responsible parties; recommended implementation of preventive maintenance program to reduce downtime,

DAWN E. BOCKORAS

REMEDIAL OPERATIONS/ENGINEERING LEADER

PROJECT EXPERIENCE (Continued)

extend carbon life, and maximize contaminant recovery. Currently preparing design plans for replacement groundwater recovery and treatment system, projected to reduce annual operating costs by \$200,000.

Design Engineer, PFAS Treatment Alternative Evaluation, Texas City, TX

Design engineer responsible for review and evaluation of treatment alternatives for PFAS and VOC contaminated wastewater associated with emergency response activities for a benzene leak at a petroleum refinery. Alternatives considered included thermal incineration and onsite treatment via ion exchange and zeolite, and Battelle's proprietary destructive technology, Annihilator®. Engineering effectiveness, timing, and cost criteria were evaluated and onsite treatment via ion exchange was selected.

Feasibility Study and Pilot Testing, Irvington, NJ

Ed feasibility study of in-situ oxygen injection and activated carbon injection for treatment of BTEX and TICs present in overburden and bedrock zone groundwater. Project required Underground Injection Control (UIC) permitting and adherence to Permit By Rule (PBR) requirements. Following feasibility studies, in-situ treatment via activated carbon and nutrients was selected to facilitate accelerated biodegradation of dissolved phase impacts. Post-remediation sampling has demonstrated sustained reduction in dissolved concentrations and a site closure request is being prepared currently.

Groundwater Remediation System for As and VOC Treatment, Houston, TX

Provided cold-eye review of existing 25 GPM groundwater recovery and treatment system that recovers DNAPL and groundwater from five WMUs and two transmissive zones to address arsenic and various chlorinated VOCs; prepared recommendations to optimize arsenic treatment and DNAPL separation; currently evaluating pretreatment alternatives for VOCs.

Nested Air Sparging and Vapor Extraction System Design, Brooksville, FL

Project Manager and design engineer responsible for designing a remedial strategy to address petroleum impacts in soil from land surface to 90 feet bls and dissolved phase petroleum impacts from 90 feet bls to 150 feet bls. Project scope included pilot testing multiple nested well configurations, selecting final screen intervals based on pilot testing results, and implementing the final remedial design technology, which consisted of shallow and deep air sparging wells and shallow, intermediate, and deep vapor extraction wells.



rfp certification forms / acknowledgements



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: 48377)



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

Bidder: ATC Group Services LLC (dba Atlas Technical)

Joshua Schuyler, Operations Manager, MI

Authorized Agent Name (print or type)

 1/9/2022
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.



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

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

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

Bidder: ATC Group Services LLC (dba Atlas Technical)

Joshua Schuyler, Operations Manager, MI

Authorized Agent Name (print or type)

1/9/2023

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: 12/6/22,

No. 2 dated: 12/7/22 No. 3 dated: 12/8/22,
No. 4 dated: 12/21/22

e

sample weekly field logs / activity report



Daily Activity Log

Time		Personnel on Site		Date:
From:	To:	Name	Affiliation	
0945	0431	Nick Prober	Atlas	9/21/21
0700	0431	Tom	Konkre	Project No.
↓	0431	Lee	↓	Project Name:
↓	0431	Zan	↓	Sandwich Excavation
				Page ____ of ____

Weather Conditions:

Notes By:

TIME	COMMENTS: Chronology of Events																																			
0950	Reviewed & signed H&S Plan, performed Tailgate Safety meeting																																			
1000	Asphalt removal																																			
1015	Excavation & Soil removal																																			
	• Sign on satellite map removed by city prior to arrival																																			
	• 7'-12" is high PID interval on E & S wall																																			
	• PID trending downward moving west																																			
	• Floor samples at 15' in visually clean gray clay w/ low PID																																			
	Excavation dimensions as of 9/21/21																																			
	38' N-S																																			
	37' E-W																																			
	Samples Collected																																			
	<table border="1"><thead><tr><th>ID</th><th>PID</th><th>Time</th><th>Date</th><th>Depth</th></tr></thead><tbody><tr><td>SW-1</td><td>64.7</td><td>1125</td><td>9/21/21</td><td>5-7'</td></tr><tr><td>SW-2</td><td>64.2</td><td>1130</td><td></td><td>10-12'</td></tr><tr><td>SW-3</td><td>1774</td><td>1213</td><td></td><td>10-12'</td></tr><tr><td>SW-4</td><td>1460</td><td>1250</td><td></td><td>5-7'</td></tr><tr><td>FS-1</td><td>2.6</td><td>1140</td><td></td><td>15'</td></tr><tr><td>FS-2</td><td>7.1</td><td>1414</td><td></td><td>15'</td></tr></tbody></table>	ID	PID	Time	Date	Depth	SW-1	64.7	1125	9/21/21	5-7'	SW-2	64.2	1130		10-12'	SW-3	1774	1213		10-12'	SW-4	1460	1250		5-7'	FS-1	2.6	1140		15'	FS-2	7.1	1414		15'
ID	PID	Time	Date	Depth																																
SW-1	64.7	1125	9/21/21	5-7'																																
SW-2	64.2	1130		10-12'																																
SW-3	1774	1213		10-12'																																
SW-4	1460	1250		5-7'																																
FS-1	2.6	1140		15'																																
FS-2	7.1	1414		15'																																
	12 trucks removed contaminated soil 92121-1 → 92121-12																																			
	-2 loads of sand backfill at end of day																																			
	left site																																			

Drums on Site: YES ____ NO X Soil ____ Water ____ NAPL ____ Total No. of Drums ____

Daily Activity Log

Time		Personnel on Site		Date:
From:	To:	Name	Affiliation	
0650	0830	Nick Pater	Atlas	9/23/21
		Tom Kuntke	Leante	Project No.
		Lee		Project Name:
		Zan		DTMB
				Smolky
				Page ____ of ____

Weather Conditions:

Notes By:

[illegible]Drums on Site: YES ☐ NO ☐ Soil ☐ Water ☐ NAPL ☐ Total No. of Drums

Daily Activity Log

[illegible]

Drums on Site: YES NO Soil Water NAPL Total No. of Drums

Daily Activity Log

Time		Personnel on Site		Date:
From:	To:	Name	Affiliation	
0645	1530	Nick Proh	Atlas	9/27/21
↓	↓	Tom Icanthe	Kantle	Project No.
↓	↓	Lee	↓	Project Name:
				DTMB Smolusky
				Page ____ of ____

Weather Conditions:

Notes By:

TIME	COMMENTS: Chronology of Events																				
0645	Tailgate safety meeting, Reviewed & Signed H&SP																				
0650	Collected H ₂ O sample W-5-1																				
	↳ 2, 1000 ml Amber, 340ml Hcl vials																				
0700	2" submersible pump removing H ₂ O from pit to frac tank																				
0815	1 st truck arrived for excavation																				
1130	Low PID readings! NW wall of excavation above western extent																				
	3-5' : 1.4 ppm																				
	6-8' : 1.7 ppm																				
	10-12' : 1.0 ppm																				
	<table border="1"> <thead> <tr> <th>ID</th> <th>PID</th> <th>Time</th> <th>Date</th> <th>Depth</th> </tr> </thead> <tbody> <tr> <td>SW-5</td> <td>546.6</td> <td>1035</td> <td>9/27/21</td> <td>10-12'</td> </tr> <tr> <td>SW-6</td> <td>125.8</td> <td>1040</td> <td>↓</td> <td>10-12'</td> </tr> <tr> <td>FS-3</td> <td>1.4</td> <td>1110</td> <td>↓</td> <td>15'</td> </tr> </tbody> </table>	ID	PID	Time	Date	Depth	SW-5	546.6	1035	9/27/21	10-12'	SW-6	125.8	1040	↓	10-12'	FS-3	1.4	1110	↓	15'
ID	PID	Time	Date	Depth																	
SW-5	546.6	1035	9/27/21	10-12'																	
SW-6	125.8	1040	↓	10-12'																	
FS-3	1.4	1110	↓	15'																	
1400	Gauged frac tank																				
	↳ 4.0' deep → 9162 gal																				
1430	left site																				

Drums on Site: YES _____ NO _____ Soil _____ Water _____ NAPL _____ Total No. of Drums _____

Daily Activity Log

Time		Personnel on Site		Date:
From:	To:	Name	Affiliation	9/28/21 Project No.
0650	1715	Nick Prichi	Atlas	
✓	✓	Tom Kanthe	Anthe	Project Name:
✓	✓	Lee	✓	
				DTMB
				Scandishy
				Page ____ of ____

Weather Conditions:

Notes By:

TIME	COMMENTS: Chronology of Events
0650	Arrived on site
0700	Tailgate safety meeting & H&SP review
0715	Took Frac tank data ↳ PID : 76.1 CO : 0.0 H ₂ S : 0.0 LEL : 0.0 DTW : 4.76" DTP : 4.76' DTB : 9.0' Height of fluid : 4.24 Volume of fluid : 9794 Gal * Very thin layer of product < .01' thick
0730	Truck began removing soil
1205	Trucks begin bringing sand for backfill
1705	Lft site
ID	PID Time Date Depth
SW-V	1.7 0925 9/28/21 6-8'
FS-4	4.9 1150 ↓ 15'
FS-3	2.1 1155 ↓ 15'
FS-6	1.1 1200 ↓ 15'

Drums on Site: YES _____ NO _____ Soil _____ Water _____ NAPL _____ Total No. of Drums _____

Daily Activity Log

Time		Personnel on Site		Date:
From:	To:	Name	Affiliation	
0650	1530	Nick Prihs	Athar	09/29/21
6	6	Tom Kettle	Kettle	Project No.
		Lee	6	Project Name:
				DTMB
				Sandvick
				Page ____ of ____

Weather Conditions:

Notes By:

TIME	COMMENTS: Chronology of Events				
0650	Arrived on site				
0700	Tailgate safety meeting & H&SP review				
0726	Trucks arrive Pulling soil out				
1156	PID readings of Northern extent 5-7': 4.9ppm 8-10': 123.5 - 194.2ppm				
1430	PID measurement of frac tank 34.0ppm				
1500	Dark soils in NW corner analyzed w/ PID				
	Old brick well: 2.4ppm NW wall: 28.6ppm				
1530	last truck leaves / left site				
	*NAPL seeping from SE corner ~8-10' deep, location noted				
ID	PID	Time	Date	Depth	O/S
SW-8	220	0925	9/29/21	7-9'	NEG
SW-9	250.7	0935	/	10-12'	NEG
TS-7	3.6	1120	✓	15'	

Drums on Site: YES _____ NO _____ Soil _____ Water _____ NAPL _____ Total No. of Drums _____

FIELD ACTIVITIES

September 21, 2021

On September 21, 2021, Atlas and Kanthe Construction LLC (Kanthé) of Pinconning, Michigan, mobilized to the Site to begin soil removal operations. Kanthe removed the asphalt cover of the Site and began removing contaminated soil. Atlas monitored soil conditions with a photoionization detector (PID) and noted that from depths of seven (7) to 12 feet bgs, PID readings were highest but trended downwards the further west soil was excavated. During operation on September 21, 2021, 12 trucks removed contaminated soil from an excavation that was measured by Atlas to be approximately 38 feet running north and south and approximately 37 feet running east and west. Before departing the Site, two (2) loads of sand backfill were added to the excavation at the end of the day.

September 23, 2021

Atlas and Kanthe returned to the Site to resume soil excavation activities. Upon arrival, Atlas discovered the open excavation had filled with water. Unable to secure the services of a vac-truck, Atlas and Kanthe left the Site.

September 24, 2021

Atlas and Kanthe returned to the Site to continue contaminated soil removal; however, Kanthe reported that the scales at the dump where soil was being taken were without power, so no soil excavation was possible. SET Environmental, Inc. (SET) arrived with a frac-truck to begin de-watering the excavation. EGLE/RRD Project Manager Jeremy Boothroyd arrived on-site. After SET departed the site with the first load of removed water (5,600 gallons), they returned to pick up equipment as they were unable to take a second load to be disposed. Atlas and Kanthe departed the Site.

September 27, 2021

Atlas and Kanthe returned to the Site and prepared to resume excavation activities. Atlas noted low PID readings in the western wall of the excavation. A submersible pump was deployed to remove water. At 1400 hours, Atlas gauged the frac tank prior to departing the Site at the end of the day and reported the depth was approximately four (4) feet, or approximately 9,162 gallons.

September 28, 2021

Atlas and Kanthe returned to the Site to resume excavation of contaminated soil. Atlas took initial readings of the frac tank, noting approximately 4.76 feet of water, or approximately 9,799 gallons. Atlas also noted a thin film of non-aqueous phase liquid (NAPL) on top of the water. As trucks removed more contaminated soil, other trucks would deposit clean backfill in the excavated areas.

September 29, 2021

Atlas and Kanthe returned to the Site to resume excavation activities. Atlas scanned soils with a PID along the northern extent of the excavation finding readings ranging from approximately 4.9 parts per million (ppm) at the five (5) to seven (7) foot depth interval to approximately 194.2 ppm at the eight (8) to ten (10) foot depth interval. Atlas also took PID readings of the frac tank (34.0 ppm). Dark-looking soil was noted in the northwest corner with PID readings ranging from 2.4 ppm by an old brick wall to 28.6 ppm at the north wall. Atlas also noticed NAPL seeping from the southeast corner of the excavation approximately eight (8) to ten (10) feet deep. Atlas noted the position of the seeping NAPL prior to departing the Site for the day.

APPENDIX 3
PROFESSIONAL CERTIFICATION
FORMS
(See pages 236 - 239)

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

Page 1 of 2

DATE (MM/DD/YYYY)
02/27/2023

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 Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED ATC Group Services, LLC dba Atlas Technical Consultants, LLC c/o Atlas Technical Consultants, Inc. 13215 Bee Cave Parkway, Building B, Suite 230 Austin, TX 78738	INSURER(S) AFFORDING COVERAGE INSURER A: Steadfast Insurance Company INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 26387 16535

COVERAGES**CERTIFICATE NUMBER:** W28148221**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GPL 0217085-07	11/13/2022	11/13/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COMP DED: \$2000 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COLL DED: \$2000			BAP 0217109-07	11/13/2022	11/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS 0217077-07	11/13/2022	11/13/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	WC 0217111-07 (AOS)	11/13/2022	11/13/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			GPL 0217085-07	11/13/2022	11/13/2023	Each Incident \$2,000,000 Policy Aggregate \$6,000,000

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

RE: Contract No 00923 (2023 Environmental ISID Services).

The General Liability policy includes blanket Additional Insured and The General, Pollution and Professional Liabilities include a blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

State of Michigan Attn: Anne Watros 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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ACORD 25 (2016/03)

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SR ID: 23792877

BATCH: 2870127



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED ATC Group Services, LLC dba Atlas Technical Consultants, LLC c/o Atlas Technical Consultants, Inc. 13215 Bee Cave Parkway, Building B, Suite 230 Austin, TX 78738	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Contractor's Pollution Liability and Professional Liability are part of a package policy. The Aggregate reflected for these coverages is a combined aggregate and not separate aggregates for each coverage.

The Business Auto policy includes blanket additional insured and Waiver of Subrogation endorsements that provide additional insured status to the certificate holder and Waiver of Subrogation only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The Business Auto policy contains a special endorsement with "Primary and Noncontributory" wording.

Additional Insured: The Excess Liability policy includes a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Primary and Noncontributory: The Excess Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

Waiver of Subrogation: The Excess Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, as permitted by law.

The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, as permitted by law.

Additional Insured includes: The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents

INSURER AFFORDING COVERAGE: Steadfast Insurance Company

NAIC#: 26387

POLICY NUMBER: GPL 0217085-07

EFF DATE: 11/13/2022

EXP DATE: 11/13/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Incident	\$2,000,000
Occurrence	Policy Aggregate	\$6,000,000

INSURER AFFORDING COVERAGE: Zurich American Insurance Company

NAIC#: 16535

POLICY NUMBER: WC 7306651-01 (WI)

EFF DATE: 11/13/2022

EXP DATE: 11/13/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. Each Accident	\$1,000,000
Employers Liability	E.L. Disease - EA EMP	\$1,000,000
Per Statute	E.L. Disease -POL LMT	\$1,000,000

Atlas Technical Consultants, Inc.

Schedule of Named Insureds

1 Alliance Geomatics, LLC
Alta Vista Engineering Services AG
Alta Vista Solutions Inc.
Arrow ATC Holdings, LLC
Arrow Environmental Holdings LP
Arrow Environmental Holdings, GP LLC
ATC Associates of North Carolina, PC
ATC Associates of Ohio, LP
ATC Associates, Inc.
ATC Construction Services, Inc.
ATC Engineering of Michigan, LP
ATC Engineering, LLP
ATC Environmental, Inc.
ATC Group Holdings LLC
ATC Group Partners LLC
ATC Group Services LLC
ATC Group Services, LLC dba Atlas Technical Consultants, LLC
ATC Holding, Inc.
ATC Leasing Company, LLC
ATC New England Corporation
ATC Sole Member LLC
Atlantic Engineering Laboratories of New York, Inc.
Atlantic Engineering Laboratories, Inc.
Atlantic Engineering Laboratories, LLC
Atlas ATC Engineering, Inc.
Atlas Consulting Services
Atlas Engineering West, Inc.
Atlas Intermediate Holdings LLC
Atlas TC Holdings LLC
Atlas Technical Consultants Holdings, LP
Atlas Technical Consultants LLC
Atlas Technical Consultants Sole Member LLC
Atlas Technical Consultants, Inc.
Banza Industries, Inc.
BCM Engineering, Inc.
Beest Express, LLC
Caitcon, LLC
Cardno ATC (MA), Inc.
CEL Consulting, LLC
Consolidated Engineering Laboratories
Dexter ATC Field Services LLC
Dexter Field Services, LP
Engineering & Testing Services LLC
Engineering Services, LLC
Environmental Compliance Services, Inc.
ETS-ESC Holdings LLC
Geosphere Consultants, Inc.
HES Testing, LLC
Long Engineering, Inc.

Long Engineering, LLC
Materials Testing & Inspection, LLC
O'Neill Service Group, LLC
Oris Solutions, LLC
Pavetex Engineering, LLC fka PaveTex Engineering & Testing
Piedmont Geotechnical Consultants, LLC
Pipeline Environmental Services
Plant Services
Quality Assurance Engineering, Inc.
Quality Assurance Engineering, Inc. dba Consolidated
Engineering Laboratories
Rocky Mountain PSI, LLC
Sage ATC Environmental Consulting LLC
Sage ATC Environmental Holdings LLC
Sge Engineering, Inc.
Sage Environmental Consulting, LP
Sage Environmental Holdings, LLC
SCST, LLC
Southwest Geophysics, LLC
The Environmental Institute
Transmart Technologies, LLC
TanSmart, Inc.
TranSmart, LLC
United Testing, LLC fka United Testing Corporation
WesTest, LLC
Wilkins Environmental Consulting, Inc.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GPL-0217085-07

Effective Date: 11/13/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part One, Common Coverage Provisions

A. Section I – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (b), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (ii), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

- 3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (4), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury" or "property damage" which occurs during the policy period and after the end of that minimum time period.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

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

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Common Coverage Provisions, Section **IV – Claims Provisions**, Paragraph 2:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **V – Conditions**, Paragraph 8:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 8.b. of the **Other Insurance Condition** under Section **V –**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; 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, conditions, provisions and exclusions of this policy remain the same.

Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0217085-07	11/13/2022	11/13/2023	11/13/2022	14317000	-----	-----

Named Insured and Mailing Address:

ATLAS TECHNICAL CONSULTANTS, INC.
13215 BEE CAVE PKWY, BUILDING A, SUITE 250
AUSTIN, TX 78738

Producer:

WILLIS TOWERS WATSON INSURANCE SERVICES
WEST, INC.
811 LOUISIANA ST STE 2200
HOUSTON, TX 77002-1400

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- ☒ COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY
- ☒ COVERAGE PART TWO – CONTRACTOR'S POLLUTION LIABILITY
- ☒ COVERAGE PART THREE – PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0217085-07	11/13/2022	11/13/2023	11/13/2022	14317000	-----	-----

Named Insured and Mailing Address:

ATLAS TECHNICAL CONSULTANTS, INC.
13215 BEE CAVE PKWY, BUILDING A, SUITE 250
AUSTIN, TX 78738

Producer:

WILLIS TOWERS WATSON INSURANCE SERVICES
WEST, INC.
811 LOUISIANA ST STE 2200
HOUSTON, TX 77002-1400

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Agribusiness Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Commercial Umbrella Liability Policy

Commercial Umbrella Liability Policy – Claims Made and Reported Coverage

Contractor's Pollution Liability Insurance Policy

Contractor's Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Cleanup and Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Impairment Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Services Package Policy

Excess Environmental Insurance Policy - Claims Made and Reported Coverage

Follow Form Excess Liability Policy

Follow Form Excess Liability Policy – Claims Made and Reported Coverage

Healthcare Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Outstanding Loan Balance - Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Policy – Claims Made and Reported Coverage

Professional Consultant's Liability Insurance Policy - Claims Made and Reported Coverage

Professional Environmental Consultant's Liability Insurance Policy

Professional Environmental Consultant's Liability Insurance Policy - Claims Made and Reported Coverage

Public Entity Pollution Liability - Claims Made and Reported Coverage

Real Estate Environmental Liability Insurance Policy - Claims Made and Reported Coverage

Remediation Stop Loss

Z Choice Pollution Liability

Z Choice® Real Estate Environmental Liability - Claims Made and Reported Coverage

Z Choice™ Pollution Liability - Claims Made and Reported Coverage

Z Link® Commercial General and Pollution Liability

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such policy has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.

- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Designated Construction Project(s) Aggregate Limit

Coverage Part One – Commercial General Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0217085-07	11/13/2022	11/13/2023	11/13/2022	14317000	-----	-----

Named Insured and Mailing Address:

ATLAS TECHNICAL CONSULTANTS, INC.
13215 BEE CAVE PKWY, BUILDING A, SUITE 250
AUSTIN, TX 78738

Producer:

WILLIS TOWERS WATSON INSURANCE SERVICES
WEST, INC.
811 LOUISIANA ST STE 2200
HOUSTON, TX 77002-1400

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that the following provisions apply to COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY only.

Schedule

Designated Construction Project(s): Construction projects as required by a written contract or written agreement executed and effective prior to providing services.

Total Designated Construction Project(s) Aggregate Limit: \$6,000,000

1. For all sums which the insured becomes legally obligated to pay as "damages" caused by "occurrences" under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY and for all medical expenses caused by accidents under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - a. A separate Designated Construction Project Aggregate Limit applies to each construction project, and that limit is equal to the amount of the Policy Aggregate Limit shown in the Declarations.
 - b. The Total Designated Construction Project(s) Aggregate Limit, shown in the Schedule above, is the most we will pay for the sum of all "damages" caused by "occurrences" under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY and for all medical expenses caused by accidents under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY which can be attributed only to ongoing operations at designated construction projects.
 - c. The Designated Construction Project(s) Aggregate Limit is the most we will pay for the sum of all "damages" under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY, except "damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY regardless of the number of:

(1) Insureds;

- (2) "Claims" made or "suits" brought; or
 - (3) Persons or organizations making "claims" or bringing "suits".
- d. Any payments made under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY or "damages" or under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY for medical expenses which can be attributed only to ongoing operations at designated construction projects shall reduce the Designated Construction Project Aggregate Limit for that designated construction project. Such payments shall also reduce the Total Designated Construction Project Aggregate Limit shown in the Schedule above. However such payments shall not reduce the Policy Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project Aggregate Limit for any other designated construction project shown in the Schedule above.
 - e. The limits shown in the Declarations for Each Incident, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the Policy Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Aggregate Limits.
- 2. For all sums which the insured becomes legally obligated to pay as "damages" caused by "occurrences" under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY, and for all medical expenses caused by accidents under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - a. Any payments made under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY or "damages" or under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY for medical expenses shall reduce the amount available under the Policy Aggregate Limit shown in the Declarations; and
 - b. Such payments shall not reduce any Designated Construction Project Aggregate Limit or the Total Designated Construction Project Aggregate Limit.
 - 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for "damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit shown in the declarations and not reduce the Designated Construction Project Aggregate Limit.
 - 4. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
 - 5. The provisions of Limits of Insurance and Deductible (Section III.) in the COMMON COVERAGE PROVISIONS not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ATLAS TECHNICAL CONSULTANTS INC

Endorsement Effective Date: 11/13/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Coverage Extension Endorsement – Liability Only



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-021709-07	11/13/2022	11/13/2023	11/13/2022	14317000	-	-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-0217109-07	11/13/2022	11/13/2023	11/13/2022	14317000	-----	-----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person(s) or organization(s) whom you are required by written contract.	30

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/13/2022

Policy No. WC-0217111-07

Endorsement No.

Insured: ATLAS TECHNICAL CONSULTANTS, INC.

Premium \$

Insurance Company: ZURICH AMERICAN INSURANCE
COMPANY

Countersigned by _____

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/13/2022 Policy No. WC-0217111-07
Insured: ATLAS TECHNICAL CONSULTANTS, INC.

Endorsement No.
Premium \$

Insurance Company: ZURICH AMERICAN INSURANCE COMPANY



CERTIFICATE OF PROPERTY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
02/27/2023

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.

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com PRODUCER CUSTOMER ID:														
INSURED ATC Group Services, LLC dba Atlas Technical Consultants, LLC c/o Atlas Technical Consultants, Inc. 13215 Bee Cave Parkway, Building B, Suite 230 Austin, TX 78738	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W28148220

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Contract No 00923 (2023 Environmental ISID Services).

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	MLP021707507	11/13/2022	11/13/2023	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	BASIC				BUILDING	<input checked="" type="checkbox"/> BUSINESS INCOME	\$ Included
	BROAD				CONTENTS	EXTRA EXPENSE	\$
	SPECIAL					RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$	
	WIND				BLANKET PERS PROP	\$	
	FLOOD				BLANKET BLDG & PP	\$	
	<input checked="" type="checkbox"/> All Risks Subject				<input checked="" type="checkbox"/> Loss Limit	\$ 25,000,000	
	<input checked="" type="checkbox"/> to Exclusions					\$	
<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY				\$		
CAUSES OF LOSS					\$		
<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$		
<input type="checkbox"/> CRIME					\$		
TYPE OF POLICY					\$		
<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$		
					\$		
					\$		
					\$		

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sub-limits & Deductibles

EARTH MOVEMENT

\$15,000,000 in the Annual Aggregate but not to exceed the following:

CERTIFICATE HOLDER**CANCELLATION**

State of Michigan
Attn: Anne Watros
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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ACORD 24 (2016/03)

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SR ID: 23792877

BATCH: 2870127



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED ATC Group Services, LLC dba Atlas Technical Consultants, LLC c/o Atlas Technical Consultants, Inc. 13215 Bee Cave Parkway, Building B, Suite 230 Austin, TX 78738	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance

SPECIAL CONDITIONS:

\$5,000,000 for property located in Zone 1

\$10,000,000 for property located in Zone 2 for Earth Movement as described in Appendix A & B.

NO COVERAGE PROVIDED: for property located in Zones 3 and 4

\$2,500,000 as respects Newly Acquired Locations

\$1,000,000 as respects Miscellaneous Unnamed Locations

FLOOD (including STORM SURGE)

\$15,000,000 in the Annual Aggregate but not to exceed the following

\$5,000,000 as respects Locations with any part of the legal description within a Special Flood Hazard Area (SFHA) and not otherwise listed herein.

\$10,000,000 as respects Locations with any part of the legal description within a Moderate Flood Hazard Area (MFHA) and not otherwise listed herein.

\$2,500,000 as respects Newly Acquired Locations

\$1,000,000 as respects Miscellaneous Unnamed Locations

NAMED STORM

\$25,000,000 in the Annual Aggregate but not to exceed the following:

\$25,000,000 for property located in Zones 1, 2, 3, and 4

\$2,500,000 as respects Newly Acquired Locations

\$1,000,000 as respects Miscellaneous Unnamed Locations

DEDUCTIBLES

\$50,000 combined for Property Damage (PD) and Time Element (TE)

\$50,000 per Location for Contingent Time Element

EARTHQUAKE

\$50,000 combined Property Damage (PD) and Time Element (TE) per Occurrence except as follows:

As respects Locations in Zone 1:

Property Damage (PD) - 5% of the value per the most current Statement of values on file with the company as of the date of loss

Time Element (TE) - 5% of the full 12 months Gross Earnings values that would have been earned following the Occurrence

Subject to a minimum deductible of \$250,000 combined Property Damage (PD) and Time Element (TE) per Occurrence)

As respects Locations in Zone 2:

Property Damage (PD) - 2% of the value per the most current Statement of values on file with the company as of the date of loss

Time Element (TE) - 2% of the full 12 months Gross Earnings values that would have been earned following the Occurrence.

Subject to a minimum deductible of \$100,000 combined Property Damage (PD) and Time Element (TE) per Occurrence.

FLOOD (including STORM SURGE)

Special Flood Hazard Area

Property Damage (PD) - 5% of the value per the most current Statement of values on file with the company as of the date of loss.

Time Element (TE) - 5% of the full 12 months Gross Earnings values that would have been earned following the Occurrence.



ADDITIONAL REMARKS SCHEDULE

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AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED ATC Group Services, LLC dba Atlas Technical Consultants, LLC c/o Atlas Technical Consultants, Inc. 13215 Bee Cave Parkway, Building B, Suite 230 Austin, TX 78738	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance

Subject to a minimum deductible of \$1,000,000 combined Property Damage (PD) and Time Element (TE) per Occurrence.

Moderate Flood Hazard Area

Property Damage (PD) - 2% of the value per the most current Statement of values on file with the company as of the date of loss.

Time Element (TE) - 2% of the full 12 months Gross Earnings values that would have been earned following the Occurrence.

Subject to a minimum deductible of \$250,000 combined Property Damage (PD) and Time Element (TE) per Occurrence.

NAMED STORM

\$50,000 combined Property Damage (PD) and Time Element (TE) per Occurrence except as follows:

Zone 1:

Property Damage (PD)- 5% of the value per the most current Statement of values on file with the company as of the date of loss.

Time Element (TE) - 5% of the full 12 months Gross Earnings values that would have been earned following the Occurrence.

Subject to a minimum deductible of \$250,000 combined Property Damage (PD) and Time Element (TE) per Occurrence.

Zone 2

Property Damage (PD) - 2% of the value per the most current Statement of values on file with the company as of the date of loss.

Time Element (TE) - 2% of the full 12 months Gross Earnings values that would have been earned following the Occurrence.

Subject to a minimum deductible of \$100,000 combined Property Damage (PD) and Time Element (TE) per Occurrence.

Zone 3

Property Damage (PD) and Time Element (TE) combined - \$50,000, per Occurrence.

Zone 4

Property Damage (PD) and Time Element (TE) combined - \$50,000, per Occurrence.

Atlas Technical Consultants, Inc.

Schedule of Named Insureds

1 Alliance Geomatics, LLC
Alta Vista Engineering Services AG
Alta Vista Solutions Inc.
Arrow ATC Holdings, LLC
Arrow Environmental Holdings LP
Arrow Environmental Holdings, GP LLC
ATC Associates of North Carolina, PC
ATC Associates of Ohio, LP
ATC Associates, Inc.
ATC Construction Services, Inc.
ATC Engineering of Michigan, LP
ATC Engineering, LLP
ATC Environmental, Inc.
ATC Group Holdings LLC
ATC Group Partners LLC
ATC Group Services LLC
ATC Group Services, LLC dba Atlas Technical Consultants, LLC
ATC Holding, Inc.
ATC Leasing Company, LLC
ATC New England Corporation
ATC Sole Member LLC
Atlantic Engineering Laboratories of New York, Inc.
Atlantic Engineering Laboratories, Inc.
Atlantic Engineering Laboratories, LLC
Atlas ATC Engineering, Inc.
Atlas Consulting Services
Atlas Engineering West, Inc.
Atlas Intermediate Holdings LLC
Atlas TC Holdings LLC
Atlas Technical Consultants Holdings, LP
Atlas Technical Consultants LLC
Atlas Technical Consultants Sole Member LLC
Atlas Technical Consultants, Inc.
Banza Industries, Inc.
BCM Engineering, Inc.
Beest Express, LLC
Caitcon, LLC
Cardno ATC (MA), Inc.
CEL Consulting, LLC
Consolidated Engineering Laboratories
Dexter ATC Field Services LLC
Dexter Field Services, LP
Engineering & Testing Services LLC
Engineering Services, LLC
Environmental Compliance Services, Inc.
ETS-ESC Holdings LLC
Geosphere Consultants, Inc.
HES Testing, LLC
Long Engineering, Inc.

Long Engineering, LLC
Materials Testing & Inspection, LLC
O'Neill Service Group, LLC
Oris Solutions, LLC
Pavetex Engineering, LLC fka PaveTex Engineering & Testing
Piedmont Geotechnical Consultants, LLC
Pipeline Environmental Services
Plant Services
Quality Assurance Engineering, Inc.
Quality Assurance Engineering, Inc. dba Consolidated
Engineering Laboratories
Rocky Mountain PSI, LLC
Sage ATC Environmental Consulting LLC
Sage ATC Environmental Holdings LLC
Sge Engineering, Inc.
Sage Environmental Consulting, LP
Sage Environmental Holdings, LLC
SCST, LLC
Southwest Geophysics, LLC
The Environmental Institute
Transmart Technologies, LLC
TanSmart, Inc.
TranSmart, LLC
United Testing, LLC fka United Testing Corporation
WesTest, LLC
Wilkins Environmental Consulting, Inc.