



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

PM Environmental
3340 Ranger Road
Lansing, MI 48906

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

Indefinite-Scope, Indefinite-Delivery Contract No. 00939

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											
	Landfill Maintenance / Monitoring											
	Nuclear Waste Management / Disposal / Remediation											
X	Per- & Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation											
X	Phase I / Phase II / Baseline Environmental Assessments											
X	Remediation Systems Design / Construction Oversight / O & M / Decommissioning											
	Specialty Sub-Surface / Utility Inspection / Sewer Camera / Cleaning											
X	Underground / Aboveground Storage Tank (UST / AST) Removal / Demolition/ Soil Excavation / Closure											
X	Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O & M Services											

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

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

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

FOR THE PROFESSIONAL:

PM Environmental, LLC dba PM Environmental

Firm Name



Signature

Manager - State Contract Services

Title

CV0036073

SIGMA Vendor ID Number

February 24, 2023

Date

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: _____)



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

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

Responsibility Certification

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

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



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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.



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

ACKNOWLEDGMENT OF ADDENDUMS

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

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



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

SUMMARY

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

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

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

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

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

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

SCOPE OF WORK

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

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

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

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

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

ASSIGNMENTS

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

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

DISPOSAL OF WASTE

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

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

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

ENVIRONMENTAL DRILLING

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

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

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

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

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

LABORATORIES

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

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

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

EQUIPMENT AND SUPPLY PURCHASES AND RENTAL PROCEDURES

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

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

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

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

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

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

HEALTH AND SAFETY PLANS (HASP)

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

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

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

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

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

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

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

INVOICING AND PAYMENT PROCEDURES

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

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

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

LITIGATION SUPPORT

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

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

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

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

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

PROJECT CONTROL REPORTS AND DELIVERABLES

1. Deliverables

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

2. Project Control

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

3. Reports

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

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

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

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

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

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

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

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

SELECTION CRITERIA

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

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



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

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

ARTICLE 1: BUSINESS ORGANIZATION

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

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

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

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

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

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

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

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

2. Check the appropriate status:

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

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

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

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

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

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

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

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

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

ARTICLE 3: PROJECT LOCATION

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

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

ARTICLE 4: CONTRACT UNDERSTANDING

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

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

ARTICLE 5: CAPACITY AND QUALITY

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

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

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

Yes ☐ No ☐

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

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

Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

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

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

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

- 5.15 Describe your experience with similar ISID contracts.

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

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

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

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

☐Yes

☐No

ARTICLE 6: PERSONNEL STAFFING

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

☐Yes

☐No

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

Key Personnel 1

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

☐Yes ☐No

Key Personnel 2

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 3

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 4

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 5

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

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

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

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

ARTICLE 7: SPECIAL FACTORS

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

ARTICLE 8: EXPERIENCE

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

Project 1 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

Project 2 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

Project 3 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

GUIDELINES FOR POSITION CLASSIFICATIONS

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

1. PROFESSIONAL KEY PERSONNEL

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

Typical Title:

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

Qualifications and Experience:

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

MS degree with 12 years or more experience.

BS degree with 14 years or more experience.

Experience Factors:

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

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

Typical Title:

Regional Team Leader, Project Engineer.

Qualifications and Experience:

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

MS degree with 6 to 12 years' experience

BS degree with 8 to 14 years' experience

Experience Factors:

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

2. PROFESSIONAL NON-KEY PERSONNEL

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

Typical Title:

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

Qualifications and Experience:

MS degree with 2 to 6 years' experience.

BS degree with 3 to 8 years' experience.

Experience Factors:

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

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

Typical title:

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

Qualifications and Experience:

MS degree with 0 to 2 years' experience.

BS degree with 0 to 3 years' experience.

Experience Factor: None

3. TECHNICIAN NON-KEY PERSONNEL

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

Typical Title:

Senior Technician

Qualifications and Experience:

6 years or more experience.

Experience Factor:

Related to scope of contract.

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

Typical Title:

Senior Technician

Qualifications and Experience:

Two to six years' experience or equivalent

Experience Factor:

Related to scope of contract.

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

Typical Title:

Junior Technician (field technician)

Qualifications and Experience:

0 to 2 years' experience.

Experience Factor:

None

4. TECHNICAL SUPPORT (TS) NON-KEY PERSONNEL

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

Typical Title:

Project Assistant, Data Entry Clerk, etc.

Qualifications and Experience:

0 to 2 years or more

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

Firm Name _____

Yearly Percentage Billing Rate Increase _____

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

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

** Key Project Personnel



COST OR PRICE SUMMARY

(see accompanying instructions before completing this form)

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

PART I - GENERAL

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

PART II - COST SUMMARY

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

PART III - PRICE SUMMARY

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

PART IV - CERTIFICATIONS

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

PURPOSE AND APPLICABILITY

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

INSTRUCTIONS

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

Use only the applicable portion of this form:

Part I is applicable to all subagreements.

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

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

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

PART I - GENERAL

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

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

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

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

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

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

Part II - COST SUMMARY

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

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

Item 7 - Direct Labor

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

shall not be included in the rate of compensation.

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

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

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

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

Item 8- Indirect Costs

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

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

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

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

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

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

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

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

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

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

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

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

Item 9 - Other Direct Costs

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

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

b. *Equipment, Materials, and Supplies*

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

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

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

(4) Special equipment.

c. *Subcontractors*

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

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

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

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

a. basis for other direct costs proposed.

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

Item 10 - Total Estimated Cost

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

Item 11 - Profit

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

a. *degree of risk.*

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

c. *extent of firm's investment.*

d. *subcontracting of work, and*

e. *other criteria.*

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

Enter the dollar amount of profit in block 11.

Item 12 - Total Price

Enter the total of items 10 and 11.

Part III - PRICE SUMMARY

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

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

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

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

Part IV - CERTIFICATIONS

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

Complete this block only if part II has been completed.

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

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

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

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

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

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

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



STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES:
Indefinite Scope-Indefinite Delivery

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

PSC NAME
MAILING ADDRESS
CITY, STATE, ZIP

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

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

Index No. (To Be Established)

Contract Order No. Y (To Be Assigned)

File No. (To Be Assigned)

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

2023 Environmental ISID Services

Various State Departments and Facilities

Various Site Locations, Michigan

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

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

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

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

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

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

FOR THE PROFESSIONAL:

Firm Name

SIGMA Vendor ID Number

Signature

Date

Title

FOR THE STATE OF MICHIGAN:

Director, DTMB | SFA | Design and Construction

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 100 - ENVIRONMENTAL INVESTIGATION/STUDY SERVICES

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

PHASE 300—SCHEMATIC DESIGN

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

PHASE 400—DESIGN DEVELOPMENT

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

PHASE 500—CONSTRUCTION DOCUMENTS AND BIDDING DOCUMENTS

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

PHASE 900 – OPERATION AND MAINTENANCE SERVICES – REMEDIATION FACILITY

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

ARTICLE II COMPENSATION

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

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

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

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

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

2.1 PREMIUM TIME/OVERTIME: This Contract anticipates that no premium or overtime is required to achieve the Project's scope of work. No compensation will be allowed to the Professional for any premium or overtime cost incurred to achieve the Project schedule of this Contract, unless directed in writing by the Project Director/Agency Project Manager and approved by the Department.

2.2 EMPLOYEE HOURLY BILLING RATES: Hourly billing rates will include all direct and indirect monetary costs to the State for the Professional's services under this Contract other than the authorized and approved reimbursements. Hourly billing rates shall be based on the Professional's documented historical operating expenses and adjusted for Project specific costs. In no case shall this documentation period include more than eighteen (18) months prior to the date of award of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III PAYMENTS

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

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

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

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

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

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

ARTICLE IV ACCOUNTING

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

ARTICLE V INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INDEMNIFICATION

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

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

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

ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE VIII TERMINATION

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

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

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

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

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

ARTICLE IX SUCCESSORS AND ASSIGNS

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

ARTICLE X GOVERNING LAWS

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

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

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

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

ARTICLE XI NONDISCRIMINATION

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

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

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

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

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

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

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

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

ARTICLE XII

CONTRACT CLAIMS AND DISPUTES

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

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

ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV COMPLETE AGREEMENT / MODIFICATION

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

APPENDIX 1

PROJECT/PROGRAM STATEMENT

APPENDIX 2

PROFESSIONAL'S PROPOSAL

APPENDIX 3
PROFESSIONAL CERTIFICATION FORMS

SAMPLE

APPENDIX 4

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

SAMPLE

APPENDIX 5

CERTIFICATES OF INSURANCE

SAMPLE



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

REQUEST FOR PROPOSAL
ADDENDUM NO. 01

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

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

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

This addendum is to clarify the date for questions.

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

APPROVED BY:

PROJECT DIRECTOR Indumathy Jayamani

DATE December 6, 2022

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

To: **All applicants and interested parties**

Date: December 21, 2022

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

Please acknowledge receipt of this Addendum in your proposal.

Questions and Answers:

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

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

A1. Confirmed.

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

A2. Confirmed.

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

A3. Only one questionnaire is required for the submission.

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

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

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

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

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

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

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

A7. Confirmed.

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

A8. No.

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

A9. No.

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

A10. Yes.

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

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

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

A12. Yes.

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

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

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

A14. See A4.

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

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

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

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

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

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

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

A18. Yes.

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

A19. See A2.

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

A20. Any changes within the past 12 months.

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

A21. At a minimum the percentage is required.

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

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

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

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

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

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

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

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

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

A26. Yes.

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

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

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

A28. None.

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

A29. None.

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

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

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

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

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

A32. No.

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

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

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

A34. No.

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

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

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

A36. Can be either.

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

A37. No.

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

A38. No.

APPENDIX 2

PROFESSIONAL'S PROPOSAL



Corporate Headquarters
Lansing, Michigan
3340 Ranger Road, Lansing, MI 48906
f: 877.884.6775
t: 517.321.3331

Michigan Locations
Berkley
Grand Rapids
Lansing
Bay City
Chesterfield

January 12, 2023

Indumathy Jayamani, Project Director
Department of Technology, Management & Budget
State Facilities Administration, Design and Construction Division
P.O. Box 30026
Lansing, Michigan 48909

**RE: PM Environmental Submittal
2023 Environmental ISID
PM Proposal No. 01022263**

Dear Indumathy Jayamani:

PM Environmental (PM) has prepared this proposal in response to the Request for Proposal issued December 5, 2022, **Addendum No. 1 issued December 7, 2022, Addendum No. 2 issued December 21, 2022.** The proposal includes Part 1 Technical Proposal and Part 2 Cost Proposal. Attached to the proposal are the following appendices that present PM's qualifications, experience, and costs:

Appendix A Organization Chart & Key Staff Experience Matrix
Appendix B Resumes
Appendix C Quality Assurance/Quality Control Diagram
Appendix D Example Project Schedule
Appendix E Example Daily Field Logs and Weekly Report
Appendix F Certification of Michigan Based Business and Responsibility Forms
Appendix G Addenda Acknowledgement Form

PM appreciates the opportunity to provide you with our proposal. We welcome the opportunity to discuss our submittal if you have any questions or comments. If you have any questions, you may contact Alan Nicholls at 989-980-1009 or via email at nicholls@pmenv.com.

Sincerely,
PM ENVIRONMENTAL

Alan S. Nicholls, CPG
Manager – State Contract Services

Enclosure

PART I: TECHNICAL PROPOSAL

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

PM Environmental Response

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Appendix G	Addenda Acknowledgement Form

II-1 GENERAL INFORMATION AND PROJECT TEAM

II-1A GENERAL INFORMATION

Corporate Office
PM Environmental, LLC dba PM Environmental
3340 Ranger Road
Lansing, Michigan 48906
Sigma Vendor Number: CV0036073

This contract will be supported by PM's Michigan offices located in Bay City, Berkley, Oak Park, and Grand Rapids.

PM Environmental is organized as a limited liability company in the State of Delaware as P.M. Environmental, LLC doing business as PM Environmental in the State of Michigan. PM is licensed to practice in the State of Michigan.

PM has not defaulted on a contract or had a contract terminated for cause within the last 5 years.

If awarded a contract, the SIGMA business address for all communication is the corporate address shown below:

Corporate Office
PM Environmental
3340 Ranger Road
Lansing, Michigan 48906

The person(s) authorized to receive and sign the contract and/or subsequent assignments are as follows:

Beth Sexton (Contract Signature)
4080 West Eleven Mile Road
Berkley, Michigan 48072
beth.sexton@pmenv.com
248-414-1415

Alan Nicholls (Assignments, Contract Change Orders, Contract Modifications and Payments)
401 Center Avenue, Suite 9
Bay City, Michigan 48708
alan.nicholls@pmenv.com
989-980-1009

II-1B PROJECT TEAM

PM is a Full-Service Environmental Consulting and Engineering firm; therefore, we do not anticipate the use of subconsultants for providing professional services. Subcontractors will be limited to other direct costs (ODCs) for incidental services (i.e., hollow-stem drilling, surveying, traffic control, IDW disposal, etc.). PM's Technical Program Director will assign project teams based on alignment of the scope of work with our existing service lines shown below. Multiple service lines may be utilized for an individual assignment. This approach ensures that each project is correctly staffed with personnel experienced in aspect of the project and maximizes efficiency.

- **PM's Leaking UST service (LUST) line completes and manages investigation and remediation of releases under Part 213;** conducts soil, groundwater and soil gas investigations; conducts geophysical investigations using ground-penetrating radar and electromagnetics; Light Non-Aqueous Phase Liquid (LNAPL) management and removal; prepares feasibility studies; designs, manages, implements, and oversees interim and final corrective/remedial actions, including remedial system pilot testing/design and installation, construction and field oversight, permitting, remedial system operation and maintenance (O&M), monitoring, and reporting; conducts environmental contract management and oversight; and subcontractor management and field services (**Items 4, 5, 6, 11, 12, 13, and 14 in potential project types**) ;
- **PM's Site Investigation Services (SIS) service line completes and manages remedial investigations and remediation at Part 201, brownfield development sites or sites regulated under other State of Federal programs;** conducts soil, groundwater and soil gas investigations; conducts Phase II ESAs, Due Care Plans, Baseline Environmental Assessments and Remedial Action Plans; conducts geophysical investigations using ground-penetrating radar and electromagnetics; prepares feasibility studies; designs, manages, implements, and oversees interim and final corrective/remedial actions, including remedial system pilot testing/design and installation, construction and field oversight, permitting, remedial system operation and maintenance (O&M), monitoring, and reporting; conducts environmental contract management and oversight; and subcontractor management and field services (**Items 2, 4, 5, 6, 9, 10, 11, 12, 13, and 14 in potential project types**);
- **PM's Due Diligence service line, is focused on completing Phase I ESAs using various client or regulatory assessment protocols:** including All Appropriate Inquiry (AAI), American Society for Testing and Materials (ASTM), United States Department of Housing and Urban Development (HUD), and the Michigan State Housing Development Authority (MSHDA) (**Items 2 and 10 in potential project types**);
- **PM's Industrial Hygiene service line, provides consulting services that include:** indoor air quality, asbestos, and lead management and abatement services; hazardous building materials surveys; biohazard evaluations; industrial hygiene, training, and safety consulting services (**Item 1 in potential project types**);
- **PM's Engineering Services group provides support to PM's SIS and LUST services lines.** Engineering services include: feasibility studies; pilot tests; constructability reviews; corrective action plans; vapor mitigation design and construction oversight; remediation system design; bid specifications; and remediation system operations and maintenance (**Items 2, 4, 5, 9, 11, 13 and 14 in potential project types**) ; and
- **PM's Economic Incentives Division provides support for local units of government and private clientele to aid in the development of brownfield properties.** Services include a cross section of services performed by SIS, LUST Industrial Hygiene and Engineering, in addition to procuring brownfield incentives for development and grant writing for communities (**Item 2 in potential project types**).

II-2 UNDERSTANDING OF PROJECT AND TASKS

II-2A PROJECT TYPES

PM Environmental (PM) understands that the Department of Technology, Management and Budget (DTMB) is prequalifying professional firms to provide services in the following areas:

1. Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement;
2. Brownfield Development
3. Ecological Risk Assessment/Forest 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 Assessment/Risk Mitigation/Design/Installation/O&M Services

PM's submittal includes all the items above except for the following items:

- Item 3 - Ecological Risk Assessment/Forest and Land Management/Wetland Mitigation/Streams and Lakes Restoration.
- Item 7 - Landfill Maintenance/Monitoring
- Item 8 - Nuclear Waste Management/Disposal/Remediation

II-2B PAST EXPERIENCE

PM understands that DTMB will administer this contract and that individual assignments will be initiated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) or other requesting agencies. PM has a proven track record and is well qualified to perform the services described in this Request for Proposal (RFP). PM has direct experience performing the work outlined in this RFP and has completed work for the State of Michigan under the following contracts:

- 2013 Expanded Environmental Remediation ISID Contract;
- 2014 Michigan Department of Transportation (MDOT) Preliminary Site Investigation Contract;

- Michigan State Housing Development Authority Group A and B Contracts;
- 2015 Environmental ISID Contract;
- 2016 Statewide Expanded Triage Contract;
- 2017 Tank and Soil ISID Contract;
- 2018 Brownfield Site Assessment Program;
- 2018 Expanded Environmental Remediation ISID;
- 2019 Environmental ISID; and
- 2022 ISID Design-Build Services for Tank and Soil Removal.

II-2C UNDERSTANDING OF PROJECT

PM understands that it may receive assignments that fall under one or more of the eleven (11) categories under Section II-A for which we are qualified. PM has completed various professional environmental services at sites of environmental contamination consistent with those described in the Project Statement – Scope of Work within the RFP. The following paragraphs describe PM's experience for each type of project.

1. Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement

PM's Industrial Hygiene service line routinely provides consulting services to governmental and private sector clients to address a wide range of regulated materials. PM has completed numerous asbestos assessments of operational facilities, abandoned buildings slated for demolition and to support real estate transactions. Our staff routinely completes comprehensive hazardous materials surveys of buildings to ensure that all waste materials are identified, segregated, and disposed of appropriately prior to demolition. This includes polychlorinated biphenyl (PCB) containing equipment, asbestos, lead paint, universal waste, petroleum products and mercury containing equipment, to list a few. We routinely prepare asbestos management and/or abatement plans for active facilities to eliminate workplace exposure. We also provide workplace studies for manufacturing facilities to evaluate potential exposure to airborne contaminants during operations.

2. Brownfield Development

PM provides a broad range of services to support Brownfield Development projects. Brownfield projects can vary in complexity greatly and PM is qualified to aid in both simple redevelopment projects such as a corner gas station up to the complex sites such as former manufacturing facilities. PM has completed numerous brownfield projects on behalf of private sector clients in Michigan and provided support to local units of government. Our services include the completion of Phase I ESAs, Phase II ESAs, Baseline Environmental Assessments, Documentation of Due Care Compliance report, Response Activity Plans, hazardous materials surveys, and remediation.

PM's Economic Incentives Division has procured numerous EPA Grants to assess and cleanup sites contaminated with petroleum products and hazardous substances. We have prepared numerous Act 381 Work Plans, Tax Increment Financing (TIF) tax tables, tax abatement applications under PA 146, PA 210, etc., and prepared EGLE Grant and Loan applications.

4. Environmental Investigation/Characterization/Pilot Tests/Feasibility Study

PM's SIS and LUST services lines routinely complete investigations to delineate the extent of impacted media for a wide range of contaminants. PM develops work plans to conduct environmental investigation activities at sites of environmental contamination in accordance with Parts 201, 213 and CERCLA. PM has expertise in collecting and processing data from site assessment activities for comparison and evaluation to relevant exposure pathways using the RBCA Process. PM Engineering group has completed numerous feasibility studies to identify the most technically feasible and cost-effective remediation strategies for broad range of contaminants. The engineering team has completed pilot test to evaluate In-Situ Chemical Oxidation (ISCO) Enhanced Bioremediation, Multi-Phase Extraction, Soil Vapor Extraction, Air Sparge and LNAPL recovery. Our engineering team has also designed numerous vapor mitigation systems, from passive to active systems.

5. Environmental/Roto Sonic Drilling/Well Abandonment

PM's SIS and LUST services lines routinely complete investigations to delineate the extent of impacted media using a variety of drilling methods. Our staff are experienced in selecting the correct drilling methodology that will be required to successfully complete projects. Our investigation design experience includes direct push drilling, hollow stem auger drilling, mud rotary drilling, roto-sonic drilling, and water well drilling. PM maintains a strong network of drilling subcontractor to ensure best value for each the drilling methods selected to complete a project assignment. Each of these drilling contractors are also qualified to perform well abandonment for both environmental and drinking water wells.

6. Ground Penetrating Radar (GPR)/Laser-Induced Fluorescence (LIF) Field Screening

PM's SIS and LUST services lines routinely utilize GPR for the purpose of locating utilities or USTs at site. We have also utilized LIF at LUST sites to evaluate the vertical and lateral distribution of petroleum contaminants at leaking UST sites. PM has pre-qualified several subcontractors that provide LIF services and GPR services to ensure that we have a sufficient number of bidders to provide best value to the State of Michigan.

9. Per-&Polyfluoroalkyl Substances (PFAS) Sampling/Mitigation/Remediation

PM's SIS and Engineering group are experienced at conducting investigation to evaluate the extent of impact associated with PFAS releases and conducting mitigation or remediation. PM has completed sampling at numerous PFAS impacted sites. PM has designed mitigation systems for groundwater and as pre-treatment for industrial discharges using carbon treatment.

10. Phase I/Phase II/Baseline Environmental Assessments

PM has proven experience with all aspects of environmental assessments and completes thousands of Phase I ESAs annually, and over 500 Phase II ESAs and environmental due diligence projects annually (including BEAs and Documentation of Due Care Compliance (DDCC) Plans).

11. Remediation Systems Design/Construction Oversight/O&M/Decommissioning

PM's Engineering group has designed, conducted construction oversight, developed O&M plans, and decommissioned

12. Specialty Sub-Surface/Utility Inspection/Sewer Camera/Cleaning

PM's SIS and LUST service lines routinely complete specialty work relating storm water systems. Our experience includes utilizing subcontractors to conduct camera inspections to map storm water systems, evaluate storm water lines for damage and to evaluate whether groundwater is infiltrating storm water lines. Storm sewer cleaning/jetting is often conducted prior to camera inspections when blockages are suspected. Sediments are removed using high pressure water injection and then captured using a vacuum truck for transport to a disposal facility. PM also has experience in retaining subcontractor to seal storm water lines to make impervious to groundwater infiltration using a variety of liner systems (depending on pipe diameter and materials of construction).

13. Underground/Aboveground Storage Tank (UST/AST) Removal/Demolition/Soil Excavation/Closure

PM's SIS and LUST service lines have successfully completed numerous projects requiring removal of UST and AST systems, demolition of buildings and ancillary structures, soil excavation and closure under Parts 213 and 210. PM experience includes work performed under ISID contracts as the Professional, where PM prepares specifications (50K Spec, DC Spec and MICH Spec), assists with retention of a trade contractor through bid evaluation and oversees the trade contractor during performance of the work. PM has also completed these project types under a Design-Build ISID contract at numerous leaking UST sites. PM has successfully investigated, remediated, and achieved closure of numerous releases under Part 213.

14. Vapor Intrusion Assessment/Risk Mitigation/Design/Installation/O&M Services

PM has completed numerous vapor intrusion investigations at leaking UST, brownfield, and Part 201 sites. PM actively participates in EGLE work groups and recently aided in revising the Conceptual Site Model section of the Vapor Intrusion Guidance document in collaboration with EGLE staff. PM has extensive experience in the design vapor intrusion mitigation systems, including: passive barriers, sub-slab depressurization, short-term indoor air treatment for emergency situations, soil vapor extraction and multiphase extraction for volatile organic compounds, semi-volatile organic compounds and mercury. PM's field staff are trained in the collection of soil gas and indoor samples. PM has conducted construction oversight for many of the vapor mitigation systems that we have designed to ensure compliance with the design specifications. PM has also conducted field testing (smoke testing) to verify that barrier systems are functioning correctly and routinely provides O&M services for active systems.

PM's general approach to project assignments under this contract is discussed further in Section II-4, Management Summary, Work Plan, and Schedule.

II-3 PERSONNEL

PM'S key personnel, all of which are full time employees of PM, is presented below along with corresponding Position Classifications. An organization chart depicting key PM personnel and services is included in **Appendix A – Organization Chart & Key Staff Experience Matrix**. Resumes of PM's key personnel are included in **Appendix B - Resumes**.

PM understands that any individual project request may consist of one or more service areas listed in Section II-A. Individual project teams for a specific assignment will be selected based on the scope of work provided by the requesting agency and type(s) of service required to successfully

complete the project. Any given project may include multiple service lines (see Section II-C) that will be managed and coordinated by the Technical Program Director (see Section II-3A).

II-3A KEY STAFF

This section lists key staff that will be assigned to the project. In general, Beth Sexton, Peter Bosanic and Mike Kulka will be available as need for highly complex projects or to aid in resolving any disputes. Mr. Nicholls will actively manage the overall completion of any assignments and coordinate with the National and Regional Managers. The remaining staff represent National and Regional Manager that will assign staff resources and ensure that all QA/QC protocols are followed during execution of the project and QA/QC review of deliverables.

Beth Sexton, Chief Operating Officer (COO) (P-4) – Ms. Sexton is the COO for PM. Ms. Sexton will be responsible for signing the prime contract, will be available throughout the contract duration for technical support and will be available to EGLE and DTMB as needed.

Direct Employee: Yes Time Devoted to Contract: < 5% (As Needed) Location: Berkley, Michigan

Alan Nicholls, C.P.G., Q.C. (P4) – Mr. Nicholls is the Manager of State Contract Services for PM. Mr. Nicholls has significant experience managing State of Michigan ISID contracts/projects and LUST projects. Mr. Nicholls has over 25 years of experience conducting investigations and corrective actions at facilities regulated under Part 201 and Part 213. His responsibilities include but are not limited to program management and supervision of projects associated with Part 201/213, CERCLA sites and RBCA-based remediation. These projects consist of evaluation and assessment of contaminated sites, feasibility analysis and work plan development, preparation of bid specifications, bid evaluation, client/contractor management/communication, contract management, and preparation of reports. Mr. Nicholls has successfully managed the following State of Michigan ISID project types: soil excavation, transportation, and disposal; dewatering; remedial investigations/feasibility studies (RI/FS); hazardous materials inspections; site demolition; drilling using direct push, hollow-stem auger, and sonic methodologies; vapor intrusion mitigation, brownfield development; UST/AST projects; and constructability reviews. Mr. Nicholls will act as the **Technical Program Director/Senior Project Manager** and will serve as the primary point of contact for assignments, contract change orders, contract modifications, and payments. He will be available to EGLE and DTMB throughout the duration of the contract. Mr. Nicholls will be responsible for selection of the project team based on the scope of services provided by the requesting agency.

Direct Employee: Yes Time Devoted to Contract: 60% Location: Bay City, Michigan

Michael T. Kulka, P.E., Q.C. (P4) - Mr. Kulka is a Principal Engineer for PM. Mr. Kulka has significant experience directly relevant to UST removal/closure activities and leaking underground storage tank (LUST) site investigation and remediation projects; PFAS; and brownfield development. He has worked on over 350 LUST sites and thousands of hydrogeologic and similar investigations. Mr. Kulka will act as a Technical Advisor QA/QC and senior reviewer for the other members on an as needed basis.

Direct Employee: Yes Time Devoted to Contract: < 5% (As Needed) Location: Berkley, Michigan

Peter Bosanic, P.E., Q.C. (P4) - Mr. Bosanic is a Principal Engineer for PM. Mr. Bosanic has significant experience directly relevant to UST removal/closure activities and LUST site investigation and remediation projects; PFAS; and brownfield development. He has worked on over 350 LUST sites and thousands of hydrogeologic and similar investigations. Mr. Bosanic will act as a Technical Advisor QA/QC and senior reviewer for the other members on an as needed basis.

Direct Employee: Yes Time Devoted to Contract: < 5% (As Needed) Location: Lansing, Michigan

Jogesh Panda, P.E., Q.C. (P4) – Mr. Panda is a Senior Engineer for PM with significant experience in management of remediation projects utilizing RBCA protocols; development of risk assessments, and environmental impact statements; vapor intrusion mitigation (passive and active); conducting constructability reviews; PFAS investigation and remediation; conducting pilot tests and feasibility studies; remediation system design and construction oversight; and brownfield development. He has performed feasibility studies, designed, and managed the installation and O&M of numerous remedial systems, and developed and managed corrective actions using in-situ-chemical oxidation and related in-situ technologies. He has over 25 years of relevant experience, including providing expert witness testimony and litigation support. His role will be to aid in the design of excavations and to assist with QA/QC. Mr. Panda will act as a **Senior Engineer** for team and will assist with remediation, vapor intrusion, feasibility studies, pilot tests, preparing specifications, construction management, and remediation system operations & maintenance.

Direct Employee: Yes Time Devoted to Contract: 10-15% Location: Berkley, Michigan

Curt Lichy, CPG, Q.C. (P4) – Mr. Lichy is a National Manager for PM and has over 20 years of experience in the environmental site investigation profession. His responsibilities include but are not limited to program management and supervision of projects associated with Part 213, management of staff, and senior reviewer for deliverables. Mr. Lichy will provide qualified staff to perform project associated with leaking USTs and act as **Part 213 QA/QC Reviewer** for leaking UST deliverables.

Direct Employee: Yes Time Devoted to Contract: <10% Location: Berkley, Michigan

William Wagner, Q.C. (P4) – Mr. Wagner is a Regional Manager for PM and has over 15 years of experience in the environmental site investigation profession. His responsibilities include but are not limited to program management and supervision of projects associated with Part 213 and RBCA-based remediation. These projects consist of evaluation and assessment of contaminated sites, feasibility analysis and work plan/development, preparation of bid specifications, bid evaluation, client/contractor management/communication, contract management, and preparation of reports. Mr. Wagner will act as **Senior Project Manager and Part 213 QA/QC Reviewer**. His role will include oversight of technical staff on Part 213 related projects, technical review of data, development of work plans, bid specifications, general contract/contractor management, and report review.

Direct Employee: Yes Time Devoted to Contract: 15% Location: Berkley, Michigan

Christie Santiago, Q.C. (P4) – Ms. Santiago is a Regional Manager for PM and has over 27 years of experience in the environmental site investigation profession. Her responsibilities include but are not limited to program management and supervision of projects associated with Part 213 sites and RBCA-based remediation. These projects consist of evaluation and assessment of contaminated sites, feasibility analysis and work plan/development, preparation of bid specifications, bid

evaluation, client/contractor management/communication, contract management, and preparation of reports. Ms. Santiago will act as **Senior Project Manager and Part 213 QA/QC Reviewer**. Her role will include oversight of technical staff on Part 213 related projects, technical review of data, development of work plans, bid specifications, general contract/contractor management, and report review.

Direct Employee: Yes Time Devoted to Contract: 15% Location: Berkley, Michigan

Adam Patton, Q.C. (P4) – Mr. Patton is a Vice President for PM and has over 18 years of relevant experience conducting investigation and remediation of sites regulated under Part 201 and Part 213. Mr. Patton will aid in staffing projects regulated under Part 201, vapor intrusion projects, complex sampling projects that involve Incremental Sampling Methods (ISM), PFS, brownfield development and MSHDA redevelopment project. Mr. Patton will act as **Senior Project Manager and Part 201 QA/QC Reviewer**. His responsibilities will include aiding in the preparation of work plans, assigning staff based on expertise, provide technical guidance for projects involving PFAS/vapor intrusion and providing technical support for brownfield redevelopment projects.

Direct Employee: Yes Time Devoted to Contract: 5% Location: Berkley, Michigan

Andrea Galli, Q.C. (P3) – Ms. Galli is a Regional Manager for PM and has over 11 years of experience in the environmental site investigation profession. Her responsibilities include but are not limited to supervision of projects associated with Part 201 sites, Phase II ESA projects and Baseline Environmental Assessments (BEAs). These projects consist of evaluation and assessment of contaminated sites, preparing Response Activity Plans (RAP) and Due Care Plans, client/contractor management/communication, and preparation of reports. Ms. Galli will act as **Senior Project Manager and Phase II ESA/BEA/RAP QA/QC Reviewer**. Her role will include oversight of technical staff on Part 213 related projects, technical review of data, development of work plans, bid specifications, general contract/contractor management, and report review.

Direct Employee: Yes Time Devoted to Contract: 5% Location: Berkley, Michigan

Nick Lieder, Q.C. (P3) – Mr. Lieder is a Regional Manager for PM and has over 9 years of experience in the environmental site investigation profession. His responsibilities include but are not limited to supervision of Part 201, RAPs, Due Care Plans, Phase II ESA, and BEA projects. These projects consist of evaluation and assessment of contaminated sites, work plan development, client/contractor management/communication, and preparation of reports. Mr. Lieder will act as **Senior Project Manager and Phase ESA/BEA QA/QC Reviewer**. His role will include oversight of technical staff on Phase II ESA and BEA projects, technical review of data, development of work plans and report review.

Direct Employee: Yes Time Devoted to Contract: 5% Location: Berkley, Michigan

Kristen Gable, Q.C. (P3) – Ms. Gable is a National Manager for PM and has over 14 years of experience in the environmental profession. Her responsibilities include but are not limited to supervision of projects associated with Phase I ESAs and real estate transactions. These projects consist of evaluation past uses of property that may result in environmental contamination and preparation of reports. Ms. Gable will act as **Senior Project Manager and Phase I ESA QA/QC Reviewer**. Her role will include oversight of technical staff on Phase I ESA projects, development of work plans and report review.

Direct Employee: Yes Time Devoted to Contract: 5% Location: Berkley, Michigan

Carey Kratz, Q.C. (P4) – Ms. Kratz is a Regional Manager for PM and has over 14 years of experience in the environmental profession. Her responsibilities include but are not limited to supervision of projects associated with Phase I ESAs and real estate transactions. These projects consist of evaluation past uses of property that may result in environmental contamination and preparation of reports. Ms. Kratz will act as **Senior Project Manager and Phase I ESA QA/QC Reviewer**. Her role will include oversight of technical staff on Phase I ESA projects, development of work plans and report review.

Direct Employee: Yes Time Devoted to Contract: 5% Location: Berkley, Michigan

Jessica DeBone, Q.C. (P3) – Ms. DeBone is a National Manager for PM and has over 13 years of experience in the environmental profession. Her responsibilities include but are not limited to program management, brownfield redevelopment, grant writing and procurement of economic incentives for clients. These are typically multidisciplinary project involving Phase I/Phase II ESAs, BEA, Due Care and acting as liaison with client, agencies, and local units of government. Ms. Debone will act as **Senior Project Manager and QA/QC Reviewer**. Her role will include oversight of technical staff, developing brownfield plans, procuring economic incentives, MSHDA coordination, development of work plans, and report review.

Direct Employee: Yes Time Devoted to Contract: 15% Location: Berkley, Michigan

Jon Balsamo, Q.C. (P4) – Mr. Balsamo is a National Manager for PM and has over 26 years of experience conducting hazardous materials assessment and developing abatement plans. Mr. Balsamo will aid in staffing projects and providing technical direction for asbestos, lead, biohazards, mold and regulated waste surveys and abatement plans. Mr. Balsamo will act as **Senior Project Manager and Hazardous Materials QA/QC Reviewer**. His responsibilities will include aiding in the preparation of work plans, assigning staff based on expertise, provide technical guidance for projects and review deliverables.

Direct Employee: Yes Time Devoted to Contract: 5% Location: Berkley, Michigan

II-4 MANAGEMENT SUMMARY, WORK PLAN, AND SCHEDULE

PM understands that this section is for reference only and that it will only be required for future assignments. PM has included a brief narrative to demonstrate our approach to these items.

PM's primary point of contact with the State Contract Administrator on all contractual and invoicing matters after issuance of the ISID contract will be our Technical Program Director Alan Nicholls. The Technical Program Director will work with National & Regional Managers of the PM's services lines to establish one or more project teams depending on the scope of services requested for an assignment(refer to Section II-C).

The PM project team will prepare a Work Plan and Cost Estimate for Agency/Owner review and approval. The Work Plan will detail: the technical approach to the project, a project schedule for each project phase, costs to complete each Phase (i.e., Phase 100, etc.), personnel that will be assigned to the project, estimated laboratory fees and deliverables for each project phase. All required DTMB forms will be prepared by the Technical Program Director.

PM will initiate work on the project only after Contract Order has been received and the schedule given final approval by the State Project Manager. Routine updates will be provided throughout the project at a frequency selected by the State Project Manager. Deliverables will be prepared in draft format for review by the Agency, and only finalized after approval. PM's selected Project Manager(s) will be responsible for executing the project, coordinating/scheduling work, and ensuring that deliverables are provided to the State Project Manager. QA/QC reviews of deliverables will be completed by the National Manager of the service line. Each assignment will be satisfactorily and properly completed, including all reports and invoices submitted, within the allotted schedule. PM has the capability to provide deliverables in hard copy format, electronic format (PDF, CADD, GIS, etc.) and through a web-based delivery system.

Payment requests will be completed by the Technical Program Director to assure consistency in the submitted documents. PM is very familiar with contract document preparation and invoicing procedures from our previous experience working on State of Michigan ISID contracts.

An example project schedule is provided in **Appendix D**.

II-4A CONSTRUCTABILITY REVIEWS

A constructability review will be conducted for projects involving excavation, demolition, remediation systems and vapor intrusion mitigation. This review will be a joint review between PM, EGLE and/or DTMB. The purpose of this meeting is review the project goals in light of known site conditions to determine (1) can the project be completed as scoped, (2) can the project be completed as scoped and within budget allocated to the project, (3) are there elements of the project that may require earth retention systems, (4) are utilities located within the work area that will need to be abandoned or relocated, (5) will construction have the potential to adversely impact a nearby building or structure and (6) are there any other known hazards. This review is considered a critical review since any one of these items could impact the ability to complete the project, create third party liability, create unnecessary health and safety risks, and/or substantially increase project costs. If any of these conditions are identified decisions must be made to modify the scope of work, continue with the same scope of work, or terminate the project.

completed prior initiating any design work to ensure that (1) the project assignment can be completed from a practical perspective and (2) to ensure that all stakeholders understand and accept the costs associated with construction.

II-4B QUALITY ASSURANCE/QUALITY CONTROL PLAN

PM has an internal QA/QC program that is regularly monitored to make sure that its staff is up to date with industry standards, procedures, and regulations. PM's QA/QC program includes the establishment of various project or intra-project metrics and includes several stages of peer and senior management oversight and review intended to minimize errors and detect potential errors or omissions while a project is in progress, prior to completion of a project phase, issuance of contractor payments, project closeout, or issuance of a finished report. There are standard operating procedures (SOPs) for all professional tasks; there is a QA/QC policy in effect for field work including chain of custody procedures; duplicate, split, and blanks for field sampling; State and federal guidelines are followed where applicable in accordance with the appropriate United States Environmental Protection Agency (USEPA) and EGLE procedures, rules and regulations; ASTM standards are followed where applicable; corporate and site specific site safety plans are

prepared; and OSHA health and safety monitoring is completed. PM will maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality. Additionally, PM has USEPA Region 4 and 5 approved Quality Assurance Project Plans (QAPPs), which are detailed documents describing SOPs and QA/QC procedures.

Refer to **Appendix C – Quality Assurance/Quality Control Diagram**.

II-5 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: PM Environmental

Address: 3340 Ranger Road, Lansing, MI 48906

Telephone and Fax: Phone: (800) 313-2966 Fax: (877) 884-6775

Website: www.pmenv.com E-Mail: alan.nicholls@pmenv.com

SIGMA Vendor ID: CV0036073

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: PM's Bay City, Berkley, Oak Park, Grand Rapids and Lansing offices will all support the work being performed under this contract.

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)? 3340 Ranger Road, Lansing, MI 48906.

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.

Beth Sexton (Contract Signature)

4080 West Eleven Mile Road

Berkley, Michigan 48072

beth.sexton@pmenv.com

248-414-1415

Alan Nicholls (Assignments, Contract Change Orders, Contract Modifications and Payments)

401 Center Avenue, Suite 9

Bay City, Michigan 48708

alan.nicholls@pmenv.com

989-980-1009

2. Check the appropriate status:

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

Explain: PM Environmental, Inc. was converted to P.M. Environmental, LLC, a Delaware limited liability company, in December 2021. P.M. Environmental, LLC is doing business as PM Environmental in the State of Michigan. The LLC maintains the same EIN and Identification Number as PM Environmental, Inc.

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: PM Environmental, Inc. was incorporated in the State of Michigan in 1992 and as discussed above, was converted to the current entity structure in December 2021.

Include a brief history of the Professional's firm: PM Environmental, Inc. (PM) was incorporated in 1992 in Lansing, Michigan. PM's Metro Detroit, Michigan office was opened in 1993. Between 1995 and 2005 various company expansion projects were complete, including the opening of Western Michigan regional office in Grand Rapids, Michigan, a regional office in the Southeast United States in Decatur/Huntsville, Alabama, and the expansion of PM's field services divisions throughout the Midwest. Between 2005 and the present, PM has continued to expand regional offices throughout the eastern and southern United States, and opened a regional office in Bay City, Michigan in 2017. PM has continued to make technical advances throughout its professional field services divisions in all regions. In December 2021, PM Environmental, Inc. was converted to P.M. Environmental, LLC doing business as PM Environmental in the State of Michigan. PM's ownership team remains in place post the conversion, and PM continues to be a leader in environmental activities in the State of Michigan.

3. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. **Refer to Appendix A.**
4. Has there been a recent change in organizational structure (e.g., management team) or control (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. PM was acquired by Keystone Capital in December 2021, thus allowing PM greater access to capital to continue to expand geographically and expand service offerings. Keystone Capital subsequently purchased Pinchin, a Canadian based consulting firm, in 2022. The management teams of PM and Pinchin are being integrated in 2022/2023. These changes have little to no impact on the day to day operations, with the exception of adopting practices to better serve customers.
5. Provide a four year rate schedule per position.

Refer to Attachment 1 of Part II – Cost Proposal

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: PM has been awarded and performed project on behalf of the State of Michigan under the following contracts:

- 2013 Expanded Environmental Remediation ISID Contract;
- 2014 Michigan Department of Transportation (MDOT) Preliminary Site Investigation Contract;
- Michigan State Housing Development Authority Group A and B Contracts;
- 2015 Environmental ISID Contract;
- 2016 Statewide Expanded Triage Contract;
- 2017 Tank and Soil ISID Contract;

- 2018 Brownfield Site Assessment Program;
- 2018 Expanded Environmental Remediation ISID; and
- 2019 Environmental ISID;
- 2022 Tank and Soil Removal ISID Contract.

ARTICLE 5: CAPACITY AND QUALITY

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

Deliverables: Reports are prepared by PM's project manager. The reports undergo peer review by a QA/QC reviewer designated for this contract, and then a final review by the Technical Program Manager to ensure compliance with the contract documents.

Construction and Drilling Services: All construction and drilling work is performed under Subcontractor Agreements that specifically reference provisions that flow down from the Prime Contract between PM and the owner, to the subcontractor. Individual work orders are prepared for each site that specify the quantity and quality of all project materials. PM reserves the right to reject any substandard material delivered to the project site. All material changes must be approved by both PM and the owner.

Sample Collection and Handling: PM has a QA/QC program that is regularly monitored to make sure that its staff is up to date with industry standards, procedures, regulations, etc. relative to the collection of samples for laboratory analysis. There are standard operating procedures (SOPs) for all professional tasks; there is a QA/QC policy in effect for field work including chain of custody procedures; duplicate, split, and blanks for field sampling; state and federal guidelines are followed where applicable in accordance with the appropriate USEPA and EGLE procedures, rules and regulations; ASTM standards are followed where applicable; **Refer to Appendix C for QA/QC flow chart.**

Proper staffing is a key aspect PM's QA/QC program. Only individuals with documented training and experience relative to the scope of work will be assigned to the project.

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 ☐

Alan Nicholls will be assigned to this project for its duration.

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.

PM understands that DTMB Design and Construction Division will administer the ISID contract. PM is aware that project assignments will be initiated by EGLE or other state agency project managers requesting design build construction services. PM will provide proposals and contract modification documents to the initiating agency's State Project Manager for review and the State Project Manager will recommend a contract award or modification which will be administered and implemented by the DTMB. Invoicing and contract documents will be submitted by PM to the DTMB/EGLE contract manager and assignments and contract orders will be issued to PM by the DTMB. The requesting agency will review and approve invoices for accuracy and to track and compare budgets expended versus the work progress. PM will coordinate the scope of work and technical implementation of the project with the requesting agency and all technical project deliverables will be submitted to the requesting agency. PM understand that DTMB may act as the State Project Manager for certain Agencies.

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

If a contractor proposes substitution of a material or work process, PM requires documentation for the new item to ensure it meets the design specifications and compatibility with other project components, summary of cost or time savings, and a benefit analysis (pros vs. cons). Documentation is reviewed and a decision is made only after PM can ensure the substitution will meet the project design specifications.

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

Similar to Article 5.5, if a contractor proposes substitution of a material or detail with shop drawing submittals or in construction, PM requires documentation for the new item to ensure it meets the design specifications and compatibility with other project components, the schedule, and the overall project objective. Documentation is reviewed and a decision is made only after PM can ensure the substitution will meet the project design specifications. Schedule impacts are reviewed particularly if a substitution is proposed during the construction.

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?

PM's project director will communicate/coordinate with the SPM prior to completion of key activities, during construction, if problems or unanticipated conditions are encountered, and provide routine reports to the SPM at an agreed upon frequency through the duration of the project. PM will provide construction status reports on either a daily, weekly, or monthly basis depending on the duration and complexity of the assignment. These status updates will include information pertaining to budget, schedule, progress, problems encountered, and upcoming activities. PM will typically provide weekly updates for active large scale construction projects. The weekly reports for construction projects will include an evaluation of the percent complete for each task (or bid line item), provide a summary of quantities removed or imported, summarize the labor force and equipment used during the week, and included an evaluation of the overall schedule and budget, and any other relevant changes (latent conditions, health and safety concerns, etc.). Monthly Progress Reports (MPRs) will be prepared and submitted to the SPM for projects with a longer duration. Each MPR will include a summary of 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.

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.

PM estimates construction costs using the unit cost method of estimation. The project is broken down into its components and each component is assigned a line item. Each line item is assigned a corresponding unit of measure that is appropriate for the line item (i.e., tons, gallons, lump sum, etc.). Units of measure are selected that can be validated with field measurements, surveying, and/or project record documents (manifests, bills of lading, etc.). Each line item is assigned a quantity based on the design specifications and/or project drawings. The design specifications will contain a description of all items that are to be included as part of the unit price. PM utilizes this method of construction estimating for the following reasons:

- Bidders are providing pricing for the same line items, reducing the introduction of variables that would make comparison of pricing difficult;
- Bidders are providing pricing for the same quantities for each line item, eliminating variability on quantities;
- A line item unit cost bid can readily be broken down to create a Schedule of Values; and
- The project schedule and quantities are more easily monitored to evaluate construction progress.

Simple quantities for easily measureable values (areas, volumes, mass, etc.) are calculated based on the project requirements and design parameters. In cases where direct measurements can not be obtained, reasonable estimates based on empirical information collected from similar projects completed by PM are used, as well as readily available reference materials (RS Means) and resources for general engineering estimating. Estimates for equipment and material purchases are based on pricing from regional suppliers.

Our estimating practices have been shown to be valid through direct comparisons between our estimated costs and actual costs upon project completion. Because we use empirical data to establish our initial estimates, this process is iterative and becomes more accurate as more projects are entered into our data systems. Our construction estimates are typically within 10 percent of actual costs.

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

PM develops a detailed project schedule with Milestones and Schedule of Values at the outset of the project, and PM requires the same of any Trade Contractor involved with a project. The schedule is based on the logical sequence in which the project will be completed and includes a

set time frame in which each task will occur. Schedules that do not follow a logical order are not approved until they are modified and deemed acceptable. Each task that comprises the schedule has a corresponding budget. The schedule is monitored on a routine basis to ensure that schedule objectives are met or exceeded. The schedule is monitored on a daily basis for construction projects. The quantities (and associated costs) associated with a task or line item are monitored on a daily basis to ensure that construction is progressing in accordance with the schedule. PM will provide written notice to Trade Contractors if the work progress is not meeting schedule objectives and notify the SPM. PM closely monitors work in the field to ensure that Trade Contractors adhere to the health and safety requirements, design specifications and do not exceed quantities, unless directed by a Change Order approved by the Owner.

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

10-15 % depending on the duration and complexity of the project.

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 work will be performed by PM staff for typical assignments. Subcontractors will be utilized for drilling, laboratory analysis (only if EGLE Lab cannot provide the service), utility locating. PM will only utilize a sub-consultant for a very specialized purpose and would include sub-consultant information and rates in the Work Plan and DTMB project form.

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.)

3-4 Weeks

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

PM will review the bid form and all bid submittals to determine if the construction bidder has submitted a responsive bid. This will consist of reviewing of the bid form to determine if all of the line items have been filled in completely, addenda acknowledged, reviewing unit costs and quantities to ensure bids were tabulated correctly, determining if required bonds were provided, and ensuring any other forms required in the specification were submitted. PM considers a bid responsive only if the construction contractor's bid form is accurate and all other required forms/information have been provided in accordance with the specifications.

PM evaluates the following to determine if the construction bidder is responsible:

- Reviewing DCD contractor performance evaluations;
- Checking references to ensure the contractor has completed projects of similar scope and complexity in a satisfactory manner;
- Reviewing qualifications of the superintendent proposed for the project;
- Reviewing the contractor's Experience Modification Rate (EMR) to ensure it is less than 1.0;
- Reviewing MIOSHA records to determine if significant violations have occurred within the last 3 years;

- Interviewing the contractor to ensure they fully understand the scope of the project, can meet schedule obligations, are capable of meeting bonding requirements; evaluate qualifications of any subordinate contractors; and determine if the contractor has defaulted or been terminated on a State of Michigan project within the past 5 years.

A contractor is considered responsible if the above evaluation process yields no significant concerns. This process is documented using DTMB's Best Value Construction Bidder Evaluation Form.

5.15 Describe your experience with similar ISID contracts.

PM currently completes environmental site investigation projects for the State of Michigan the 2015 Environmental ISID, the 2017 Tank and Soil Removal ISID, the 2018 EER ISID, the 2019 Environmental ISID, and was recently awarded the 2022 Tank & Soil Removal ISID contract.

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

PM will first evaluate whether change in compensation is for an existing line item or for an unknown condition discovered during the execution of the work. If the additional compensation is for a existing line item and the contractor's pricing is consistent with previously established unit rates, PM will request that the contractor prepare a Bulletin and Contract Change Order. If pricing is not consistent with unit rate a full cost break-down will be required in the Bulletin that details the reason for a change in the unit pricing. A change in unit pricing will not generally be allowed if the Work performed was consistent with the specifications that the Trade Contractor provided pricing. The Bulletin process will also be followed for Work performed to address unknown conditions encountered during the execution of the Work. PM will review all cost items associated with the increase to determine if they were reasonable and necessary to complete the project as required in the bid specification.

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

Refer to Appendix E.

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

Refer to Appendix A.

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: Beth Sexton

Job Title: Chief Operating Officer

Labor Classification: P4

College Degree(s): B.A. International Relations Specialization: Environmental Economics, Michigan State University; M.S of Resource Policy and Behavior, University of Michigan

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: Alan Nicholls, CPG

Job Title: Manager – State Contract Services

Labor Classification: P4

College Degree(s): B.S. Geology, Lake Superior State University

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: Jogesh Panda, P.E.

Job Title: Senior Engineer

Labor Classification: P4

College Degree(s): B.S. Engineering, Orissa University of Agriculture and Technology; M.S. Water Resources Engineering, Asian Institute of Technology; M.S. Civil Engineering, University of Minnesota; Ph.D. (c) Civil Engineering, University of Minnesota

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: Curt Lichy, CPG

Job Title: National Manager – Retail Petroleum Services

Labor Classification: P4

College Degree(s): B.S. Geology, Wayne State University; M.S. Geology, Wayne State University

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: Bill Wagner

Job Title: Regional Manager – Retail Petroleum Services

Labor Classification: P4

College Degree(s): B.S. Recreation Management, Lake Superior State University; A.A.

Natural Resources Technology, Lake Superior State University

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

Key Personnel 6

Name: Christie Santiago

Job Title: Regional Manager – Retail Petroleum Services

Labor Classification: P4

College Degree(s): B.S. Geological Engineering, Michigan Technological University; B.A.

Mathematics, Albion College

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

Key Personnel 7

Name: Adam Patton, CHMM

Job Title: Vice President

Labor Classification: P4

College Degree(s): B.S. Environmental Studies Specialization in Environmental Economics, Michigan State University

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

Key Personnel 8

Name: Andrea Galli

Job Title: Regional Manager – Site Investigation Services

Labor Classification: P3

College Degree(s): B.S. Environmental Studies, Wayne State University

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

Key Personnel 9

Name: Nick Lieder

Job Title: Regional Manager – Site Investigation Services

Labor Classification: P4

College Degree(s): B.S. Geology, Wayne State University; B.S. Environmental Science, Wayne State University

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

Key Personnel 10

Name: Kristin Gable

Job Title: National Manager – Due Diligence

Labor Classification: P3

College Degree(s): B.S. Environmental Science, Oakland University

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

Key Personnel 11

Name: Carey Kratz

Job Title: Regional Manager – Due Diligence

Labor Classification: P4

College Degree(s): B.S. Environmental Science, Lake Superior State University

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

Key Personnel 12

Name: Jessica DeBone

Job Title: National Manager – Economic Incentives

Labor Classification: P3

College Degree(s): B.S. Urban and Regional Planning, Michigan

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

Key Personnel 13

Name: Jon Balsamo

Job Title: National Manager – Industrial Hygiene Services

Labor Classification: P4

College Degree(s): B.S. Environmental Health, Oakland University

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

Key Personnel 14

Name: Peter Bosanic

Job Title: Principal

Labor Classification: P4

College Degree(s): B.S. Civil and Environmental Engineering, Michigan State University

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

Key Personnel 15

Name: Mike Kulka

Job Title: Principal

Labor Classification: P4

College Degree(s): B.S. Civil and Environmental Engineering, Michigan State University

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).

PM Environmental was recently selected to Engineering News-Record (ENR) 2022 Top 200 Environmental Firms list. The ENR Top 200 Environmental Firms list recognizes the top firms in the environmental services sector based on participants' global revenue. PM is one of just 57 firms on the list where 100 percent of their revenue is from environmental services only. The list is comprised of traditional environmental risk management firms, like PM, as well as water and wastewater treatment firms, and hazardous and nuclear waste mega firms.

PM staff participated in the MDEQ's Collaborative Stakeholders Initiative (CSI) stakeholders groups (LNAPL, Cleanup Criteria, Due Care etc.) and involved with other EGLE stakeholders groups including Groundwater Surface Water Interface (GSI) and Vapor Intrusion (VI). PM staff is also on the Part 213 Investigation Stakeholder group. This allows PM to be on top of key regulatory or policy changes.

PM was recently awarded a contract by EGLE to review and re-write the Conceptual Site Model portion of the Vapor Intrusion Guidance Document in collaboration with EGLE staff.

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: Ken's Party Store

Project Address: 1470 N. Clare Avenue

Key Personnel: Alan Nicholls, Bill Wagner, Curt Lichy

Project City / State / Zip: Harrison, Michigan 48625

Contact Name / Phone Number / Email Address: Lisa Chadwick – EGLE / 989-894-6200 / ChadwickL@michigan.gov

Project Description: PM was retained by EGLE under an ISID contract to conduct a hazardous materials survey, raze an existing building, conduct soil excavation and restoration and to conduct post-remediation investigation activities to address a release from leaking UST. PM conducted a hazardous materials inspection of the building to determine if any hazardous materials were present that would require abatement/removal prior to demolition of the structure. Asbestos containing materials and a variety of universal wastes were identified in the survey. A geophysical survey was conducted to evaluate for the presence of UST and to clear drilling locations. PM conducted direct push drilling to evaluate soil and groundwater conditions at the site and installed three vapor pins within the party store building to evaluate sub-slab soil gas conditions and to determine excavation quantities based on practical site constraints (buildings, utilities, etc.). Soil and groundwater

samples were collected from 12 soil boring/temporary monitoring wells to evaluate the extent of impact.

PM prepared a bid specification for hazardous material abatement, building demolition, excavation and restoration using DC Spec. PM assisted EGLE with selection of a trade contractor and conducted oversight during the execution of the work by the selected Trade Contractor. Work was conducted in the following order: asbestos and universal waste were abated; the building was razed, approximately 2,100 tons of petroleum impacted soil were transported to landfill; two permanent monitoring wells were abandoned; the excavation was backfilled with Class 2 sand, overlain with 21AA gravel and compacted to 95%; the surface was restored with a combination of 4-inch thick asphalt and topsoil/seed.

PM collected soil samples from the sidewalls of the excavation and submitted samples to the EGLE Environmental Laboratory for chemical analyses using containers provided by the laboratory. Analytical results indicated the presence of residual LNAPL saturation based on GRO and DRO results, and VOCs were detected at concentrations that could pose a vapor intrusion risk to the nearby building.

PM was awarded a second contract at this Site in 2022 to conduct further investigation of the vapor intrusion exposure pathway. The additional investigation is planned for 2023.

Work relevant to the 2023 Environmental ISID:

- ☒ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☐ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☒ GPR/LIF
- ☐ PFAS
- ☐ Phase I/Phase II/BEA
- ☐ 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

Project 2 Reference Information

Project Name: Beacon & Bridge #8

Project Address: 110 East Broad Street

Key Personnel: Alan Nicholls, Christie Santiago, Adam Patton, Jogesh Panda, Bill Wagner

Project City / State / Zip: Linden, Michigan 48451

Contact Name / Phone Number / Email Address: Scott Nelson / 810-835-4341 / snelson@quicksav.com

Project Description: PM was retained by Quick-Sav Food Stores, LTD to conduct investigation and remediation activities at a leaking UST site located in downtown Linden, Michigan. PM conducted investigation activities to evaluate the extent of impacted media. PM conducted direct push and hollow stem auger drilling to evaluate the extent of soil, groundwater and soil gas impact. The plume extended off-site in multiple direction with a substantial mass of LNAPL on the Site, beneath two adjoining roadways and at off-site properties. PM conducted a feasibility study and selected a corrective action plan that included: installation of a Multi-Phase Extraction (MPE) system to address contamination located north of the Site, air sparge/soil vapor extraction (AS/SVE) to address on-Site contamination and contamination west of the Site, installation of a vapor barrier to address vapor intrusion at one off-site property and installation of a vapor barrier for the on-Site building. This plan was modified after the client elected to redevelop this brownfield property. The scope of work was modified to include soil excavation, a modified vapor barrier beneath the new building, removal of USTs (included newly discovered USTs from a previous owner). Three USTs were removed from the Site. A hazardous materials/asbestos survey was conducted prior to demolition of the existing structure. Several monitoring wells were abandoned that were located within the footprint of the newly planned building and UST system. Approximately 1,900 tons of petroleum impacted soil were excavated and 45,000 gallons of groundwater remediated during the new development.

The north remediation system (MPE) was installed and began operation in March 2022 following a competitive bid process to select a Trade Contractor. Geophysical surveys were conducted prior to drilling and installation of subsurface remediation system piping. O&M has been ongoing since the system became operational, including NPDES reporting. A passive vapor barrier was installed in the basement of a nearby building and beneath the newly constructed convenience store at the Site. Smoke testing was conducted to verify the vapor barriers were functioning as planned. The AS/SVE underground piping and extraction points were installed in 2022 with construction of the remediation system beginning in January 2023. The AS/SVE system is expected to be operational in spring 2023. A multi-site groundwater, soil and soil gas monitoring program will be implemented once the AS/SVE system is operational. This includes monitoring a network of 30 plus monitoring wells, approximately 20 soil gas points, storm sewer inspections and monitoring, conducting soil borings/sampling to evaluate remediation progress and indoor air sampling at several off-site properties.

Work relevant to the 2023 Environmental ISID:

- ☒ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☒ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☒ GPR/LIF
- ☐ PFAS
- ☐ Phase I/Phase II/BEA
- ☒ 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

Project 3 Reference Information

Project Name: River's Edge Site

Project Address: 508 Harrison Street and 660 Gull Road

Key Personnel: Alan Nicholls, Jessica DeBone, Adam Patton, Jogesh Panda, Nick Lieder, Carey Kratz, Kristen Gable

Project City / State / Zip: Kalamazoo, Michigan 49007

Contact Name / Phone Number / Email Address: Janet Michaluk – EGLE / 517-643-0314 / michalukj@michigan.gov

Project Description: PM was retained by EGLE to conduct Phase I & II ESAs to aid in developing this brownfield site. A Work Plan was prepared to conduct the ESAs and approved by EGLE. PM conducted a Phase I ESA and identified several environmental concerns that were previously unknown. A Phase II ESA was conducted to evaluate the environmental concerns, including the advancement of direct push soil borings, installation and sampling of temporary monitoring wells, installing and sampling soil gas points and conducting a GPR survey to evaluate for the USTs. PFAS sampling was conducted based on the past use of the site as a plating operation. A Response Activity Plan was prepared to address contamination present at the Site at concentrations posing an exposure risk to future site occupants. The RAP included the design of a vapor barrier for residential buildings and the use of engineered fill to prevent direct contact exposure.

In addition to the work performed on behalf of EGLE, PM has also prepared an EGLE Grant Work Plan and Act 381 Work Plan on behalf of the developer. These documents are currently under review by EGLE and consist of a \$1,000,000 EGLE Grant and an estimated \$1.15 million in EGLE eligible tax increment financing activities not funded under the grant.

Overall the development is estimated to result in \$55 million in total capital investment, create new affordable and market rate housing, increase property tax revenues, and catalyze continued investment in the River's Edge area of Kalamazoo. The upcoming work will include demolition of the existing structures, lead abatement and asbestos abatement oversight.

Work relevant to the 2023 Environmental ISID:

- ☒ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☒ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☒ GPR/LIF
- ☒ PFAS
- ☒ Phase I/Phase II/BEA
- ☐ 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

Project 4 Reference Information

Project Name: Bradley Leasing Site

Project Address: 1933 E. Airport Road

Key Personnel: Alan Nicholls, Bill Wagner, Jogesh Panda

Project City / State / Zip: Midland, Michigan 48641

Contact Name / Phone Number / Email Address: Jeremy Boothroyd – EGLE / 989-891-6932 / boothroydj@michigan.gov

Project Description: PM was retained by EGLE to conduct remediation and post-remediation investigation and monitoring to address contamination from leaking USTs proximal to building structure and county drain under a Design-Build ISID contract. PM prepared a soil erosion and sedimentation control (SESC) plan and conducted a geophysical survey prior to conducting soil excavation work at the Site. It was determined that the planned excavation would require the removal and re-installation of a septic drain field. PM obtained the necessary permits prior to mobilization. Approximately 2,500 tons of impacted soil was excavated and transported to a landfill. The excavation was backfilled with Class 2 sand and the surface restored with a combination topsoil/seed and 22A gravel to match pre-existing conditions. The septic field was restored in accordance with Midland County requirements. Soil samples collected from the excavation sidewalls indicated the presence of residual LNAPL saturation in areas that were not accessible: adjacent to the building structure and along the embankment of the county drain.

PM installed 12 monitoring wells seven (7) soil gas points following the completion of excavation work to evaluate post-remediation conditions. Monitoring is ongoing at this Site.

Work relevant to the 2023 Environmental ISID:

- ☐ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☐ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☒ GPR/LIF
- ☐ PFAS
- ☐ Phase I/Phase II/BEA
- ☐ 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

Daily field notes and a weekly report for this project are provided in Appendix E.

Project 5 Reference Information

Project Name: M-46 Mini Market

Project Address: 1020 West Sanilac Road

Key Personnel: Alan Nicholls, Bill Wagner, Jogesh Panda, Curt Lichy

Project City / State / Zip: Caro, Michigan 48723

Contact Name / Phone Number / Email Address: John Bukoski / 989-553-5000 / johnbukie@yahoo.com

Project Description: PM was retained by the client to conduct investigation and to address contamination from leaking USTs at a Part 213 regulated site. PM conducted site investigation activities that included advancement of 10 soil borings/sampling, installation and sampling of 10 monitoring wells and installation and sampling of six soil gas points within the gas station building to delineate the extent of impacted media from the release. Subsurface investigation boring locations were cleared using GPR. PM prepared an Initial Assessment Report (IAR), Final Assessment Report (FAR) and supplemental reports following delineation activities. A feasibility study and corrective action were developed to address hazards posed by residual LNAPL and vapor intrusion. PM conducted pilot testing to evaluate the feasibility of installing a sub-slab depressurization system and determined the sub-slab depressurization was feasible at the site. The corrective action plan included a combination of sub-slab depressurization, in-situ chemical oxidation, enhanced biodegradation and institutional controls. A bench scale pilot study is being conducted to identify the product(s) that will be utilized for in-situ chemical oxidation and enhanced biodegradation.

Work relevant to the 2023 Environmental ISID:

- ☐ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☐ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☒ GPR/LIF
- ☐ PFAS
- ☐ Phase I/Phase II/BEA
- ☒ 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

Project 6 Reference Information

Project Name: Michigan Department of Environmental Quality (MDEQ) – Statewide Expanded Triage (SWET) Program

Project Address: Various Locations

Key Personnel: Alan Nicholls, Bill Wagner

Project City / State / Zip: Various Cities, Michigan

Contact Name / Phone Number / Email Address: Nick Swiger - EGLE / 231-876-4458 / swigern@michigan.gov

Project Description: Between 2014 and 2017, PM was retained by the MDEQ under the SWET Environmental ISID Contract to complete a total of 66 Phase II site investigations and GPR/Electromagnetic (EM) surveys throughout Clinton, Eaton, Gratiot, Ingham, Livingston, Macomb, Oakland, Shiawassee, St. Clair, and Wayne Counties. A GPR summary report was completed for each survey completed and submitted to the MDEQ prior to intrusive subsurface site investigation activities, per the contract requirements. The information obtained from PM's GPR survey has been utilized by the MDEQ to prioritize each site for future state-funded corrective action or potential site closure.

The GPR surveys were completed utilizing PM's owned and operated GSSI® SIR-4000 radar control units equipped with a 400-megahertz (MHz) antenna. The GPR surveys were completed to investigate the potential for orphan USTs, former UST basins, and to clear soil boring locations of private utilities. Specifically, PM completed site investigation activities at 9805 Elizabeth Lake Road, White Lake, Michigan. In June 2017, PM conducted a geophysical survey utilizing GPR to investigate the potential for orphan USTs and to clear soil boring locations of private utilities. PM's GPR operator identified six anomalies consistent with orphan USTs, two anomalies consistent with former pump islands, and multiple anomalies consistent with product/utility lines.

LIF is a high-resolution vertical profiling tool which detects subsurface contamination for environmental site assessments and characterizations. LIF is an LNAPL mapping tool used to delineate the vertical and horizontal extent of LNAPL and residual petroleum contamination. In 2017, PM completed advanced delineation techniques utilizing laser induced fluorescence (LIF) technology at six SWET sites to document the nature and extent of light non-aqueous phase liquid (LNAPL), if present. The LIF tooling was advanced to depth with PM owned and operated Geoprobe® direct push drill rigs. PM provided the State Project Manager electronic and hard copies of the LIF logs documenting the depth, percent response relative to the reference emitter, and callouts of the waveform at the peak response. The LIF borings encountered materials that indicated the presence of petroleum contamination as an LNAPL at the various SWET sites.

Work relevant to the 2023 Environmental ISID:

- ☐ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☐ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☒ GPR/LIF

- ☐ PFAS
- ☐ Phase I/Phase II/BEA
- ☐ 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

Project 7 Reference Information

Project Name: Commercial Property

Project Address: 114 & 128 West Grand River Avenue

Key Personnel: Adam Patton, Kristen Gable

Project City / State / Zip: Ionia, Michigan 48846

Contact Name / Phone Number / Email Address: Mr. Michael Hull / 517-712-0885 / e-mail not available

Project Description: PM was contracted to complete due diligence activities in association with the purchase of two parcels of property located on the northwest corner of East Grand River Avenue and South State Street in Ionia, Ionia County, Michigan. The subject property western parcel contained vacant land; the subject property eastern parcel is developed with a two-story commercial building most recently utilized as a restaurant.

PM's activities included the completion of a Phase I Environmental Site Assessment (ESA) to identify historical property uses and Recognized Environmental Conditions (RECs). Standard and other historical sources documented that the eastern parcel was occupied by a gasoline station from at least 1948 until 1955 and was occupied by an automotive service garage from at least 1964 until 1999 (and likely since construction). The former building was demolished between 2006 and 2009 and the eastern parcel has been a surface parking lot since that time.

On August 9, 2018, PM completed Phase II ESA activities which consisted of the advancement of four soil borings (SB-1 through SB-4), the installation of three temporary monitoring wells (TMW-2 through TMW-4), the installation of three temporary sub-slab soil gas sampling points (SG-1 through SG-3), and the collection of four soil samples, three groundwater samples, and three soil gas samples for laboratory analysis. Based upon the presence of residual NAPL in close proximity to the subject building, PM requested Site-Specific Volatilization to Indoor Air Criteria (VIAC). Additionally, PM collected a water sample from the potable well (WW-1) located on the restaurant portion of the subject property, for laboratory analysis of VOCs. Based on site contaminants in close proximity to the subject building, a Response Activity Plan (ResAP) was completed in accordance with Section 7a of Part 201 and Section 4c of Part 213. PM concluded that annual private potable water well sampling and documentation of a minimum of four quarterly soil gas sampling events is required to demonstrate that the groundwater ingestion and volatilization to indoor air pathway is not complete. PM coordinated activities with the purchaser, including lenders and the MDEQ State Project Manager. Lender and associated United States Small Business Administration (SBA) financing terms required that the ResAP be approved by the MDEQ. As such, the ResAP was submitted for review and was subsequently approved by the MDEQ.

Work relevant to the 2023 Environmental ISID:

- ☐ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☒ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☒ GPR/LIF
- ☐ PFAS
- ☒ Phase I/Phase II/BEA
- ☐ 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

Project 8 Reference Information

Project Name: Commercial Property

Project Address: 600-636 East Michigan Avenue, 117 S. Larch Street, 145-147 S. Larch Street, and 601-637 Barnard Street

Key Personnel: Adam Patton, Kristen Gable

Project City / State / Zip: Lansing, Michigan 48912

Contact Name / Phone Number / Email Address: Mr. Patrick Gillespie / 517-333-4123 / Gillespie@gillespie-group.com

Project Description: In December 2017, PM was retained by 600 East Michigan – Lansing, LLC to complete due diligence activities prior to purchase of the subject property. PM's activities included the completion of Phase I ESA to identify historical property uses and Recognized Environmental Conditions (RECs); completion of a geophysical survey to identify potential orphan USTs, buried hoist components, and onsite utilities. A Phase II ESA (soil, groundwater, and soil gas sampling) to investigate the Phase I ESA RECs; followed by the preparation of a BEA and Due Care Plan on behalf of the new purchaser.

During the site reconnaissance, PM observed two vent pipes on the exterior of the subject building located at 612-614 East Michigan Avenue. These vent pipes were believed to be associated with former USTs identified in historical information gathered during the Phase I ESA. No known subsurface investigations had been completed in the area of the subject property and no USTs were registered to the subject property.

In December 2017, PM completed Phase II ESA activities which consisted of a geophysical survey to identify potential orphan USTs utilizing GPR; advancement of 43 soil borings; the installation of 18 temporary monitoring wells; the installation of 19 soil gas sample points; and the collection of

soil, groundwater, and soil gas samples for laboratory analysis of VOCs, PNAs, PCBs, Michigan ten metals, or some combination thereof.

PM's December 2017 GPR survey identified one 2,000-gallon orphan UST located beneath the subject building and two 1,500-gallon orphan USTs located along the exterior of the building near the suspect vent pipes. Three shallow hand auger borings were advanced atop each anomaly and a commercial metal detector (schoonstede) was used to verify the anomaly was metallic in nature.

PM coordinated all activities with stakeholders associated with both the purchaser and seller, including lenders, attorneys, real estate and insurance brokers, and accounting/business consultants. The data obtained from the Phase II ESA activities was incorporated into a BEA for the purchaser and an associated Due Care Plan, which included pre-construction and construction phase management practices for the subject property, to ensure compliance with Section 7a of Part 201 and Section 4c of Part 213.

In addition to the above activities, PM is also conducting Part 213 site investigation and reporting activities to pursue regulatory closure for the open Leaking Underground Storage Tank release that was identified during completion of the Phase II ESA.

Work relevant to the 2023 Environmental ISID:

- ☐ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☒ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☒ GPR/LIF
- ☐ PFAS
- ☒ Phase I/Phase II/BEA
- ☐ 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

Project 9 Reference Information

Project Name: Plastics & Plating Company

Project Address: Confidential

Key Personnel: Adam Patton, Jogesh Panda

Project City / State / Zip: Confidential, Michigan

Contact Name / Phone Number / Email Address: Confidential

Project Description: Client is a metal plating and plastics molding manufacturer in eastern Michigan. PM was retained by client to assist with the design of an industrial wastewater treatment system to

pretreat wastewater prior to discharge to a municipal WWTP. Treatment system design activities completed to date include:

- Revise design specifications for an existing granular activated carbon (GAC) PFAS filtration system, resulting in higher system efficiency;
- Development of an operation and maintenance (O&M) plan for the onsite GAC filtration system;
- Weekly O&M site visits to complete system performance sampling and maintenance tasks outlined in the O&M plan;
- Data evaluation and reporting to summarize sample analytical results and system milestones.

Additionally, PM prepared a site characterization work plan to delineate the full horizontal and vertical extent of PFAS contamination identified at the subject property to within the MDEQ Part 201 Generic Cleanup Criteria (GCC). Site characterization activities include:

- Soil boring site investigation for the collection of soil and groundwater samples and comparison to applicable MDEQ GCC;
- Storm water site investigation to determine if storm water originating from the site is impacted and potentially migrating offsite via storms sewers and/or drainage ditching;
- Documenting the investigation activities completed, geology encountered, groundwater flow direction, and chemical analytical results;
- Documenting potential contaminant transport and exposures pathways for use in developing a conceptual site model (CSM) to support decision making processes for response activities/corrective actions required for identified contamination.

Work relevant to the 2023 Environmental ISID:

- ☐ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☐ Brownfield Development
- ☐ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☐ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☐ GPR/LIF
- ☒ PFAS
- ☐ Phase I/Phase II/BEA
- ☒ 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

Project 10 Reference Information

Project Name: Confidential Plating Company

Project Address: Confidential

Key Personnel: Adam Patton

Project City / State / Zip: Confidential, Michigan

Contact Name / Phone Number / Email Address: Confidential

Project Description: Client is a metal plating manufacturer in southwest Michigan. PM was retained client to evaluate and sample the plants waste water flow process to determine the source(s) of PFAS detected in the final discharge to the WWTP. Additionally, PM designed a GAC filtration system to pre-treat process wastewater prior to discharge to the municipal WWTP. Treatment system design activities completed include:

- Preparation of a sample analysis plan to evaluate source(s) of PFAS at the site;
- Prepared design specifications for GAC PFAS filtration system to be installed at the site;
- Installed the GAC system within a short timeline to maintain compliance with City orders;
- Development of an O&M plan for the onsite filtration system;
- Weekly O&M site visits to complete system performance sampling and maintenance tasks outlined in the O&M plan;
- Data evaluation and reporting to summarize sample analytical results and system milestones.

System performance sampling documents the filtration system recovers over 99% of PFAS contaminants that would have otherwise reached the local WWTP.

Work relevant to the 2023 Environmental ISID:

- ☐ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☐ Brownfield Development
- ☐ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☐ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☐ GPR/LIF
- ☒ PFAS
- ☐ Phase I/Phase II/BEA
- ☒ 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

Project 11 Reference Information

Project Name: Iron Ridge District Development

Project Address: 600 East 10 Mile Road

Key Personnel: Adam Patton, Jessica DeBone

Project City / State / Zip: Ferndale, Michigan 48067

Contact Name / Phone Number / Email Address: Mr. John Breza / 248-855-3330 / jbreza@fhmanagement.com

Project Description: PM was contracted to complete due diligence, remedial investigation, and response activities services in association with the redevelopment of a former industrial development located on the border of Ferndale and Pleasant Ridge, Michigan.

PM's activities included the completion of a Phase I ESA to identify historical property uses and RECs; completion of a Phase II ESA and soil and groundwater delineation activities consisting of the advancement of over 120 soil borings to investigate the RECs, aid in the completion of planned pre-construction soil removal activities, and/or evaluate due care response activities; followed by the preparation of a BEA and Documentation of Due Care Compliance (DDCC). PM also created a Self-Implementing PCB Remedial Workplan in accordance with TSCA cleanup standards. Further vapor intrusion investigation and vapor control system design and implementation at the site was also warranted.

As a result of the soil and groundwater delineation activities to determine the extent and magnitude of VOC, metals, and PCB impacts related to subject property redevelopment activities, PM developed plans for redevelopment phase soil and groundwater management, submitted and received approval of the soil removal plan for TSCA, and provided guidance during the redevelopment activities that included the following activities:

- Providing appropriate Notices of Migration of Contamination, Notices to Utility and Easement Holders, and notices to excavation and related construction contractors;
- Remediation via excavation, transport, and disposal of PCB contaminated soils that exceed the federal Toxic Substance Control Act (TSCA) Subpart-D Dermal Contact criteria;
- Installation and management of pavement cover over remaining soils exceeding the Part 201 Residential Direct Contact criteria;
- Installation, operation, and maintenance of an active and/or passive vapor mitigation system within the affected subject buildings and/or provided further evaluation of the volatilization to indoor air pathway;
- Excavation, transport, and disposal of impacted soils removed for utility, infrastructure, and foundation excavations that cannot be "land-balanced" onsite;
- Placement and management of impact soils in areas where surface cover is planned in accordance with Section 20c of Part 201 (includes required notices and recordkeeping);
- Plans to implement a Restrictive Covenant that requires the use of surface cover as defined under TSCA to control direct contact exposure.

PM then completed the following activities:

- Prepared work plans for excavation and vapor barrier installation; prepared a vapor barrier design package and associated bid specification packages, and solicited bids from qualified contractors;
- Evaluated bids and recommendations for selection of qualified contractors;
- Overseen soil removal activities related to PCB and VOC impacted soils;
- Performed continued sampling and monitoring of the volatilization to indoor air pathway.

The costs associated with completing the site assessments were funded utilizing the Oakland County Brownfield Consortium's EPA Assessment Grant. PM also prepared a Brownfield and 381 Work Plan, which were approved, and awarded up to \$6.5 million to cover costs associated with environmental assessments, due care responsibilities, demolition, asbestos abatement, site preparation, and infrastructure improvements.

Work relevant to the 2023 Environmental ISID:

- ☐ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☒ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☐ GPR/LIF
- ☐ PFAS
- ☒ Phase I/Phase II/BEA
- ☒ 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

Project 12 Reference Information

Project Name: K&J Service

Project Address: 127 West Grand River

Key Personnel: Adam Patton

Project City / State / Zip: Webberville, Michigan 48892

Contact Name / Phone Number / Email Address: Mr. James Ackerman / 517-521-4383 / email not available

Project Description: PM Environmental, Inc. (PM) completed the corrective action plan (CAP) for the Retail Gasoline Station property located at 127 West Grand River Avenue, Webberville, Michigan (Site). The CAP was completed pursuant to the Part 213, Leaking Underground Storage Tank (LUST), of the Michigan Natural Resources and Environmental Protection Act (NREPA), Public Act 451 of 1994, as amended (Part 213). The Site is currently listed with the Michigan Department of Environmental Quality (MDEQ) as Facility ID 00021275 for two open releases (C-0962-98 and C-0271-03). The CAP included use of sulfate for enhanced biodegradation to reduce groundwater concentrations of gasoline contaminants to applicable MDEQ Part 213 Risk Based Screening Levels (RBSLs).

On February 7, 2018 PM submitted a Work Plan for Enhanced Biodegradation Sulfate Injections to the MDEQ for review and approval (MDEQ Approved Injection Workplan). The workplan included materials to be injected into the aquifer (sulfate dissolved from Epsom Salts); the locations and construction details for 18 injection wells; injection monitoring parameters, equipment, and methods; performance monitoring program, and contingency program.

During May 2018, PM injected approximately 30,000 gallons of water with a sulfate concentration of 950 mg/L into 18 injection wells located on and around the Site. The radius of influence (ROI) of each injection well ranged from 6 to 20 feet. The injected sulfate solution increased the groundwater elevation by more than four feet in areas surrounding injection wells and saturated the smear zone soils and dissolved residual soil contamination. Future verification of soil remediation (VSR)

sampling, to be conducted after groundwater performance monitoring is complete, will document the magnitude of soil concentration decreases.

Each month after the May 2018 injections, PM conducted monthly performance monitoring events. Performance monitoring included measurement of depth to water (DTW) in 13 Site monitoring wells, two piezometers, 18 injection wells, and sampling of 10 monitoring wells. Groundwater samples were collected in general accordance with industry standard procedures and the MDEQ Approved Injection Workplan. Groundwater samples were field screened for base parameters (temperature, pH, oxidation-reduction potential (ORP), dissolved oxygen (DO), conductivity), and biogeochemical parameters (ferrous iron and sulfate).

On August 21 and 22, 2018, PM conducted the first quarterly performance monitoring event. Quarterly monitoring included all monthly performance monitoring procedures as wells as sample collection for laboratory analyses of gasoline VOCs, four dissolved metals (arsenic, ferrous iron, manganese, and magnesium), and sulfate. Results from the first quarterly performance monitoring event documented that concentrations of sulfate in all wells increased at least 300%, with the exception of one down-gradient monitoring well. Concentrations of magnesium in all wells also increased with the exception of one side-gradient monitoring well and one down-gradient monitoring well. Sulfate concentrations increased an average of 41 times the background concentrations (<5 mg/L to 17 mg/L). The increase in magnesium and sulfate concentrations in all monitoring wells located within the groundwater plume documents the uniform distribution of injected sulfate from dissolved Epsom Salts.

In general, concentrations of gasoline VOCs in groundwater samples collected in August 2018 were less than concentrations of gasoline VOCs in groundwater samples collected in the April 2018 baseline groundwater sample event and/or historic groundwater samples collected at the Site. This documents that the rates of biodegradation of gasoline VOCs increased due to the injection of sulfate as an electron acceptor for naturally occurring bacteria. PM anticipates that biodegradation will continue, and concentrations will continue to decrease during the next three to nine months, until dissolved sulfate concentrations are reduced to background concentrations (<5 mg/L) by the naturally occurring bacteria.

Both the total groundwater plume area and magnitude of the groundwater plume concentrations (Figure 5) decreased by more than 40% from the pre-sulfate groundwater plume conditions (May 2018), and by 30% since May 2019. The continued decreases documented between May 2019 and March 2020 indicate that biological activity is continuing in the aquifer and that the continued injections of additional sulfate as electron acceptors will further enhance the biological degradation of gasoline VOCs.

Work relevant to the 2023 Environmental ISID:

- ☐ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☐ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☐ GPR/LIF
- ☐ PFAS
- ☐ Phase I/Phase II/BEA
- ☒ 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

Project 13 Reference Information

Project Name: Incremental Sampling – Former General Motors Plant 3

Project Address: 2801 Saginaw Street

Key Personnel: Adam Patton

Project City / State / Zip: Lansing, Michigan 48915

Contact Name / Phone Number / Email Address: Mr. Dave Favero / 855-RACER-411 / dfavero@racertrust.org

Project Description: PM completed a site investigation to characterize stockpiled soil utilizing Incremental Sampling Methodology (ISM) in accordance with 324.20120c of Part 201, and Interstate Technology and Regulatory Council (ITRC) procedures. Subsequent to the ISM sampling and analysis, PM prepared a Soil Relocation Plan in general accordance with Section 324.20120c of Part 201 Environmental Remediation, of the Natural Resources and Environmental Protection Act (NREPA) Act 451 of 1994, as amended, (Part 201) and the Resource Conservation and Recovery Act (RCRA) Corrective Action at the RACER Trust Industrial Property Plant 3 located at 2801 Saginaw Street in Lansing, Michigan (Site). The stockpiled soil consisted of approximately 40,000 cubic yards (CY) of clayey soil formerly located at the Eastwood Towne Center property in Lansing Township (Source Site) transported and used as fill material to the southwestern portion of the Site. Prior to moving the clayey soils, they were characterized using ISM.

ISM is a structured composite sampling and processing protocol that reduces variability of data and provides a reasonably unbiased estimate of mean contaminant concentrations for a target volume of soil being sampled. Target soil volumes are defined as decision units (DUs). ISM provides unbiased representative soil concentrations for DUs by collecting numerous increments of soil (typically 30–100 increments) that are combined, processed, and subsampled according to specific protocols.

The Stockpile, in its entirety, is the DU. The analytical results of the ISM sampling were used for decision making for The Stockpile as a whole. A total of 20 soil borings were advanced in The stockpile in a semi-random systematic pattern. The 20 soil borings were advanced up to 25 feet below the top of the stockpile [i.e. below ground surface (bgs)] using five-foot-long Geoprobe® macro-cores. Two increments were collected from each soil boring (40 total increments), one from the top ten feet (-1) and one from the bottom ten feet (-2) for each ISM sample (-A, -B, and -C). The macro-core increment used for sample processing, upper (-u) or lower (-L), within the top or bottom ten feet of each boring was selected in the field using a binary random number generator for both the top and bottom ten feet of each boring.

After the interval for sampling was selected, 10 milligrams (mg) of soil were placed in a one-liter wide-mouth sample jars, pre-weighed, labeled, and pre-filled with 400 milliliters (ml) of methanol from the laboratory for laboratory analysis of volatile organic compounds (VOCs) using USEPA Method 8260B. A total of three soil samples (ISM-1, ISM-2, and ISM-3) were submitted.

Following preservation of 10 mg of soil for VOC analysis, the remaining interval from each soil increment collected was placed in a labeled five-gallon bucket for subsample field processing. Subsample field processing was conducted per ITRC procedures including, but not limited to, sieving, grinding, and removal of large stones/objects/vegetation. From the homogeneous processed soils, representative volumes were extracted and placed in appropriate, preserved, sample jars for laboratory analysis of RCRA metals (USEPA Method 6020), semi-volatile organic compounds (USEPA Method 8270), and polychlorinated biphenyls (USEPA Method 8082). A total of three composite soil samples (ISM-1, ISM-2, and ISM-3) was submitted for laboratory analysis. Upon arrival at the laboratory, non-VOC samples were processed according to ITRC procedures for ISM samples. Laboratory processing included but was not limited to sieving, drying, homogenization, cake preparation, increment selection/aliquot prep.

The analytical results from ISM sampling indicated that the 40,000 CY of clayey soil located in The Stockpile did not meet the definitions of "Contaminated Soil" as listed in 324.20120c(5)a and did meet the definitions of "Uncontaminated soils" as listed in 324.20120c(5)d. It was concluded that movement of the clayey soils located in The Stockpile would not result in exacerbation of contamination, nor will the resulting movement pose a threat to public health, safety, welfare or the environment at its final destination at the former Lansing Plant 3. Additionally, the movement of clayey soils would not affect any potential corrective actions scheduled or previously conducted at the Plant 3 Site, nor will any land use restrictions be necessary.

Work relevant to the 2023 Environmental ISID:

- ☐ Asbestos/Lead/Mold/Biohazard/Free Product/Regulated Waste Survey/Abatement
- ☐ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☐ GPR/LIF
- ☐ PFAS
- ☐ Phase I/Phase II/BEA
- ☒ 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

Project 14 Reference Information

Project Name: F&S Fuel and Food, LLC

Project Address: 3801 W. Vernor Highway

Key Personnel: Patton, Bill Wagner, Curt Lichy, Christie Santiago

Project City / State / Zip: Detroit, Michigan 48216

Contact Name / Phone Number / Email Address: Mr. Issam Zahir / 313-801-9999 / email not available

Project Description: PM was retained to conduct investigation and emergency response activities associated with a release gasoline from a UST system. The open release of gasoline was discovered on December 17, 2021, during an inspection conducted by the Michigan Department of Licensing and Regulatory Affairs (LARA) Bureau of Fire Services (BFS) Storage Tank Division. The source of the release was ultimately determined to be the leak detector atop of the 10,000-gallon gasoline UST (Figure 2B). Initially, the release was believed to have resulted from a leak in the premium unleaded gasoline product line; however, tightness testing was conducted, including a separate helium pressure test, and no leaks were discovered following replacement of the leak detector. The release caused an unknown quantity of gasoline mixed with storm/sewer water, and gasoline related vapors to migrate into the combined municipal storm and sanitary sewer system servicing the Site. A sewer camera inspection conducted on February 9, 2022, indicates the release traveled through a clay 12-inch sanitary sewer service line, located between the Site building and the western edge of the canopy, depicted on the enclosed Figures, and entered the municipal main located in the alleyway to the south of the Site.

Gasoline vapors ultimately traveled through the main and into the sewer service lines of several neighboring commercial businesses along with the adjacent Harrington apartment building. Provided below and depicted on Figure 2A are a list of the properties included in the long-term response actions per the stakeholder agreements with the Michigan Department of Environment, Great Lakes, & Energy (EGLE) and Michigan Department of Health and Human Services (MDHHS). Also involved in stakeholder discussions and/or building occupancy related items are the City of Detroit Fire Department (DFD), City of Detroit Health Department (DHD), City of Detroit Buildings, Safety Engineering, & Environmental Department, and the City of Detroit Water and Sewage Department (DWSD).

Due to the presence of gasoline mobile light nonaqueous phase liquid (LNAPL) identified at the release source, PM retained Young's Environmental Cleanup Inc. (Young's) who mobilized to the Site on December 19, 2021, to recover LNAPL and impacted water/gasoline vapors. A frac tank was staged onsite for continued recovery events. Various resources were utilized to continue vacuum extraction events on an as needed basis. Furthermore, Young's provided Coppus fans to evacuate gasoline vapors from impacted sewer manholes. In accordance with stakeholder agreements, no air or water was introduced to the sewer to prevent further vapor and/or contaminated liquid migration. See below for additional information regarding the mobile LNAPL recovery efforts.

PM retained GHD Services Inc. (GHD) who mobilized to the Site on December 19, 2021, to implement immediate sewer and ambient air monitoring of the impacted structures and municipal catch basins. Exact locations for sewer and ambient air screenings, along with equipment utilized for the screenings, were coordinated with the stakeholders and are documented in the Air Monitoring Plan GHD prepared (revised December 20, 2021) along with the daily memorandums that are shared with the stakeholders. The daily memorandums will continue to be provided to the stakeholders until subsurface vapor conditions have stabilized and/or until such time the agreement is disbanded.

To evaluate subsurface conditions, and evaluate migratory pathways, soil borings (SB-1 through SB-3) were advanced and permanent monitoring wells (MW-1 through MW-9) were installed between December 20 and 21, 2021, under PM's supervision. The soil borings were advanced to desired depths using either a hand auger equipped with a stainless-steel bucket or a Geoprobe® drill rig.

PM retained Job Site Services Inc. (JSS) who completed the excavation activities between December 27 and 30, 2021. PM collected eight (8) sidewall and two (2) floor verification of soil remediation (VSR) samples (W-1 through W-8, F-1, and F-2) in accordance with EGLE guidance and submitted the samples for independent laboratory analysis of unleaded gasoline VOCs and/or GRO. The final depth of the excavation generally extended to approximately 6.0 feet below grade based on PID readings and the presence of a confining clay unit. A total of 127.72 tons of impacted soil was excavated for offsite landfill disposal. In addition, a total of 1,658 gallons of contaminated liquids was recovered between December 19, 2021 and January 20, 2022 and was transported offsite for proper disposal.

As part of the on-going vapor intrusion evaluations, based on the above soil analytical data and data from the ambient air/sewer screening trends, PM advanced two additional soil borings (SB-4 and MW-10) and installed one monitoring well (MW-10) on January 31, 2022. PM installed three (3) sub-slab soil gas pins in the Site convenience store (SG-1, SG-2, and SG-3) along with five (5) sub-slab soil gas pins in the adjacent Harrington Apartments (SG-4 through SG-8). Relative to the sub-slab vapor pins, a brass Vapor Pin® with silicone sleeve was installed as the sub-slab sample point into the void created by a hammer drill in the concrete slab foundation and secured and sealed in the 0.675-inch borehole. A brass fitting and protective cap were installed on top of the soil gas sample point and protected with a flush mount stainless steel protective cover.

PM collected soil gas samples on January 25 and 27, 2022. SG-4, located near the crack in the sprinkler closet of the apartment, which has been a source of vapor intrusion as noted in the GHD screening reports, was not sampled due to ambient air odors and VOC/benzene detections.

PM retained Young's to conduct a sewer camera inspection in December 2021 as part of the initial release response activities. Young's attempted to enter MH-1 (Figure 2B) located in the alley behind the Site; however, was not able to advance more than a few feet into the approximately 18-inch diameter municipal alley main due to blockages and a high water level. DWSD sent staff to clean the line shortly thereafter; however, a secondary camera inspection was not immediately completed as the JSS December 2021 excavation had been completed and sewer readings collected by GHD generally trended in a positive direction such that the vapor source was initially believed to have been eliminated. Periodic VOC and benzene readings recorded by GHD at MH-1 prompted further investigation of the sewer later in January 2022. PM subsequently retained Rooter MD, Inc. (Rooter MD) to complete a new camera inspection, which occurred on January 31, 2022. After navigating through the apartment PVC drain cleanout (Figure 2B), Rooter MD was able to locate the Site sanitary service line entrance to the alley main, which was confirmed via dye testing. The main was not able to be inspected beyond the drain cleanout or entrance at MH-1 due to calcified sediments and a high-water table, similar to the issues encountered by Young's.

As a drain cleanout was not present onsite to further trace the service line aside from what was visible from the alley main, a plan of action was developed to excavate onsite near the alley to uncover the service line and install a drain cleanout to further camera inspect the line. This scope of work was completed between February 7 and 9, 2022, by Rooter MD with Parks Installation & Excavating (Parks) managing the excavation and restoration efforts. The camera inspection completed by Rooter MD confirmed the Site service line traveled between the building and UST basin southward into the alley municipal main (Figure 2B). A secondary seemingly abandoned service line was also discovered curving directly towards the western wall of the 8,000-gallon gasoline UST, which is in close proximity to the release source area. Further, due to the branches in the line, the camera was unable to determine if any other breaches or illicit connections existed. Therefore, a plan was developed to replace the sanitary service line from the Site building to the alley with modern PVC to eliminate the migration of gasoline contamination into the alley

municipal main. This scope of work began on February 15, 2022, and the new sewer connection was made on February 17, 2022, to the existing 12-inch clay service line just before the alley. PM also collected soil samples from the excavation trench to further evaluate the vapor intrusion pathway and the results are pending from the lab.

Recent sewer and sub-slab vapor readings have been trending in a positive direction with significant reductions in VOC and benzene concentrations indicating the new sewer connection is reducing the level of vapor migrations already.

This is an ongoing project with further investigation, remediation, and monitoring upcoming.

Work relevant to the 2023 Environmental ISID:

- ☒ Asbestos/Lead/Mold/Biohazard/**Free Product**/Regulated Waste Survey/Abatement
- ☐ Brownfield Development
- ☒ Environmental Investigation/Characterization/Pilot Study/Feasibility Study
- ☒ Environmental Drilling/Roto Sonic Drilling/Well Abandonment
- ☐ GPR/LIF
- ☐ PFAS
- ☐ Phase I/Phase II/BEA
- ☐ 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

PART II: COST PROPOSAL

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

PM Environmental Response

ATTACHMENT 1
Position, Classification & Employee Billable Rate Information

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

Firm Name PM Environmental

Yearly Hourly Billing Rate Increase 5%

Level	Position / Classification		Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
P4	Mike Kulka, P.E.**	Principal	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
P4	Pete Bosanic, P.E.**	Principal	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
P4	Beth Sexton**	Program Director	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
P4	Alan Nicholls, CPG**	Program Director	\$ 195.47	\$ 205.25	\$ 215.51	\$ 226.28	\$ 237.60
P4	Curt Lichy, CPG**	National Mgr. - LUST	\$ 239.90	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
P4	Adam Patton**	Vice President-SIS	\$ 242.06	\$ 254.16	\$ 250.00	\$ 250.00	\$ 250.00
P4	William Wagner**	Regional Mgr. - LUST	\$ 176.43	\$ 185.25	\$ 194.52	\$ 204.24	\$ 214.45
P4	Christie Santiago**	Regional Mgr. - LUST	\$ 182.17	\$ 191.28	\$ 200.84	\$ 210.88	\$ 221.43
P4	Jogesh Panda, P.E.**	Sr. Engineer-LUST	\$ 201.35	\$ 211.42	\$ 221.99	\$ 233.09	\$ 244.75
P3	Jessica DeBone**	Sr. Project Consultant-EID	\$ 213.08	\$ 223.73	\$ 234.92	\$ 246.67	\$ 250.00
P4	Jon Balsamo**	National Manager - IH	\$ 181.88	\$ 190.98	\$ 200.52	\$ 210.55	\$ 221.08
P3	Nicholas Lieder**	Regional Mgr. - SIS	\$ 177.51	\$ 186.38	\$ 195.70	\$ 205.49	\$ 215.76
P3	Andrea Galli**	Regional Mgr. - SIS	\$ 177.51	\$ 186.38	\$ 195.70	\$ 205.49	\$ 215.76
P3	Kristin Gable**	Mgr. - DD	\$ 203.15	\$ 213.30	\$ 223.97	\$ 235.17	\$ 246.93
P4	Carey Kratz**	Regional Mgr. - DD	\$ 169.37	\$ 177.84	\$ 186.73	\$ 196.06	\$ 205.87
P3	As Assigned***	Senior Project Manager V	\$ 200.00	\$ 210.00	\$ 220.50	\$ 231.53	\$ 243.10
P3	As Assigned***	Senior Project Manager IV	\$ 190.00	\$ 199.50	\$ 209.48	\$ 219.95	\$ 230.95
P3	As Assigned***	Senior Project Manager III	\$ 180.00	\$ 189.00	\$ 198.45	\$ 208.37	\$ 218.79
P3	As Assigned***	Senior Project Manager II	\$ 170.00	\$ 178.50	\$ 187.43	\$ 196.80	\$ 206.64
P3	As Assigned***	Senior Project Manager I	\$ 160.00	\$ 168.00	\$ 176.40	\$ 185.22	\$ 194.48
P2	As Assigned***	Project Manager V	\$ 130.00	\$ 136.50	\$ 143.33	\$ 150.49	\$ 158.02
P2	As Assigned***	Project Manager IV	\$ 125.00	\$ 131.25	\$ 137.81	\$ 144.70	\$ 151.94
P2	As Assigned***	Project Manager III	\$ 120.00	\$ 126.00	\$ 132.30	\$ 138.92	\$ 145.86
P2	As Assigned***	Project Manager II	\$ 115.00	\$ 120.75	\$ 126.79	\$ 133.13	\$ 139.78
P2	As Assigned***	Project Manager I	\$ 110.00	\$ 115.50	\$ 121.28	\$ 127.34	\$ 133.71
P3	As Assigned***	Senior Project Engineer V	\$ 200.00	\$ 210.00	\$ 220.50	\$ 231.53	\$ 243.10
P3	As Assigned***	Senior Project Engineer IV	\$ 190.00	\$ 199.50	\$ 209.48	\$ 219.95	\$ 230.95
P3	As Assigned***	Senior Project Engineer III	\$ 180.00	\$ 189.00	\$ 198.45	\$ 208.37	\$ 218.79
P3	As Assigned***	Senior Project Engineer II	\$ 170.00	\$ 178.50	\$ 187.43	\$ 196.80	\$ 206.64
P3	As Assigned***	Senior Project Engineer I	\$ 160.00	\$ 168.00	\$ 176.40	\$ 185.22	\$ 194.48
P2	As Assigned***	Project Engineer V	\$ 160.00	\$ 168.00	\$ 176.40	\$ 185.22	\$ 194.48
P2	As Assigned***	Project Engineer IV	\$ 150.00	\$ 157.50	\$ 165.38	\$ 173.64	\$ 182.33
P2	As Assigned***	Project Engineer III	\$ 140.00	\$ 147.00	\$ 154.35	\$ 162.07	\$ 170.17
P2	As Assigned***	Project Engineer II	\$ 130.00	\$ 136.50	\$ 143.33	\$ 150.49	\$ 158.02
P2	As Assigned***	Project Engineer I	\$ 120.00	\$ 126.00	\$ 132.30	\$ 138.92	\$ 145.86
P1	As Assigned***	Staff Engineer V	\$ 120.00	\$ 126.00	\$ 132.30	\$ 138.92	\$ 145.86
P1	As Assigned***	Staff Engineer IV	\$ 115.00	\$ 120.75	\$ 126.79	\$ 133.13	\$ 139.78
P1	As Assigned***	Staff Engineer III	\$ 110.00	\$ 115.50	\$ 121.28	\$ 127.34	\$ 133.71
P1	As Assigned***	Staff Engineer II	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55	\$ 127.63
P1	As Assigned***	Staff Engineer I	\$ 100.00	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55
P3	As Assigned***	Sr. Project Consultant V	\$ 190.00	\$ 199.50	\$ 209.48	\$ 219.95	\$ 230.95
P3	As Assigned***	Sr. Project Consultant IV	\$ 180.00	\$ 189.00	\$ 198.45	\$ 208.37	\$ 218.79
P3	As Assigned***	Sr. Project Consultant III	\$ 170.00	\$ 178.50	\$ 187.43	\$ 196.80	\$ 206.64
P3	As Assigned***	Sr. Project Consultant II	\$ 160.00	\$ 168.00	\$ 176.40	\$ 185.22	\$ 194.48
P3	As Assigned***	Sr. Project Consultant I	\$ 155.00	\$ 162.75	\$ 170.89	\$ 179.43	\$ 188.40
P3	As Assigned***	Project Consultant V	\$ 180.00	\$ 189.00	\$ 198.45	\$ 208.37	\$ 218.79
P3	As Assigned***	Project Consultant IV	\$ 170.00	\$ 178.50	\$ 187.43	\$ 196.80	\$ 206.64
P3	As Assigned***	Project Consultant III	\$ 160.00	\$ 168.00	\$ 176.40	\$ 185.22	\$ 194.48
P3	As Assigned***	Project Consultant II	\$ 150.00	\$ 157.50	\$ 165.38	\$ 173.64	\$ 182.33
P3	As Assigned***	Project Consultant I	\$ 140.00	\$ 147.00	\$ 154.35	\$ 162.07	\$ 170.17
P2	As Assigned***	Staff Consultant V	\$ 120.00	\$ 126.00	\$ 132.30	\$ 138.92	\$ 145.86
P2	As Assigned***	Staff Consultant IV	\$ 110.00	\$ 115.50	\$ 121.28	\$ 127.34	\$ 133.71
P2	As Assigned***	Staff Consultant III	\$ 100.00	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55
P2	As Assigned***	Staff Consultant II	\$ 95.00	\$ 99.75	\$ 104.74	\$ 109.97	\$ 115.47
P2	As Assigned***	Staff Consultant I	\$ 90.00	\$ 94.50	\$ 99.23	\$ 104.19	\$ 109.40

*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.

** Denotes Key Project Personnel

*** Personnel to be added to contract through Global Contract Modification using billing rate calculation guidelines in (*) above.

**** PM will make every effort to assign the lowest available position classification based on the complexity of the task.

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

Firm Name PM Environmental
 Yearly Hourly Billing Rate 5%

Level		Position / Classification	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
P3	As Assigned***	Senior Staff Scientist V	\$ 120.00	\$ 126.00	\$ 132.30	\$ 138.92	\$ 145.86
P3	As Assigned***	Senior Staff Scientist IV	\$ 115.00	\$ 120.75	\$ 126.79	\$ 133.13	\$ 139.78
P3	As Assigned***	Senior Staff Scientist III	\$ 110.00	\$ 115.50	\$ 121.28	\$ 127.34	\$ 133.71
P3	As Assigned***	Senior Staff Scientist II	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55	\$ 127.63
P3	As Assigned***	Senior Staff Scientist I	\$ 100.00	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55
P1	As Assigned***	Staff Scientist V	\$ 100.00	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55
P1	As Assigned***	Staff Scientist IV	\$ 95.00	\$ 99.75	\$ 104.74	\$ 109.97	\$ 115.47
P1	As Assigned***	Staff Scientist III	\$ 90.00	\$ 94.50	\$ 99.23	\$ 104.19	\$ 109.40
P1	As Assigned***	Staff Scientist II	\$ 85.00	\$ 89.25	\$ 93.71	\$ 98.40	\$ 103.32
P1	As Assigned***	Staff Scientist I	\$ 80.00	\$ 84.00	\$ 88.20	\$ 92.61	\$ 97.24
P1	As Assigned***	Staff Research Consultant V	\$ 80.00	\$ 84.00	\$ 88.20	\$ 92.61	\$ 97.24
P1	As Assigned***	Staff Research Consultant IV	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16
P1	As Assigned***	Staff Research Consultant III	\$ 70.00	\$ 73.50	\$ 77.18	\$ 81.03	\$ 85.09
P1	As Assigned***	Staff Research Consultant II	\$ 65.00	\$ 68.25	\$ 71.66	\$ 75.25	\$ 79.01
P1	As Assigned***	Staff Research Consultant I	\$ 60.00	\$ 63.00	\$ 66.15	\$ 69.46	\$ 72.93
T3	As Assigned***	Field Services Manager V	\$ 175.00	\$ 183.75	\$ 192.94	\$ 202.58	\$ 212.71
T3	As Assigned***	Field Services Manager IV	\$ 160.00	\$ 168.00	\$ 176.40	\$ 185.22	\$ 194.48
T3	As Assigned***	Field Services Manager III	\$ 150.00	\$ 157.50	\$ 165.38	\$ 173.64	\$ 182.33
T3	As Assigned***	Field Services Manager II	\$ 140.00	\$ 147.00	\$ 154.35	\$ 162.07	\$ 170.17
T3	As Assigned***	Field Services Manager I	\$ 130.00	\$ 136.50	\$ 143.33	\$ 150.49	\$ 158.02
T2	As Assigned***	Senior Field Geologist V	\$ 140.00	\$ 147.00	\$ 154.35	\$ 162.07	\$ 170.17
T2	As Assigned***	Senior Field Geologist IV	\$ 130.00	\$ 136.50	\$ 143.33	\$ 150.49	\$ 158.02
T2	As Assigned***	Senior Field Geologist III	\$ 120.00	\$ 126.00	\$ 132.30	\$ 138.92	\$ 145.86
T2	As Assigned***	Senior Field Geologist II	\$ 110.00	\$ 115.50	\$ 121.28	\$ 127.34	\$ 133.71
T2	As Assigned***	Senior Field Geologist I	\$ 100.00	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55
T1	As Assigned***	Field Geologist/Scientist V	\$ 90.00	\$ 94.50	\$ 99.23	\$ 104.19	\$ 109.40
T1	As Assigned***	Field Geologist/Scientist IV	\$ 85.00	\$ 89.25	\$ 93.71	\$ 98.40	\$ 103.32
T1	As Assigned***	Field Geologist/Scientist III	\$ 80.00	\$ 84.00	\$ 88.20	\$ 92.61	\$ 97.24
T1	As Assigned***	Field Geologist/Scientist II	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16
T1	As Assigned***	Field Geologist/Scientist I	\$ 70.00	\$ 73.50	\$ 77.18	\$ 81.03	\$ 85.09
P2	As Assigned***	Senior CAD Operator V	\$ 130.00	\$ 136.50	\$ 143.33	\$ 150.49	\$ 158.02
P2	As Assigned***	Senior CAD Operator IV	\$ 120.00	\$ 126.00	\$ 132.30	\$ 138.92	\$ 145.86
P2	As Assigned***	Senior CAD Operator III	\$ 115.00	\$ 120.75	\$ 126.79	\$ 133.13	\$ 139.78
P2	As Assigned***	Senior CAD Operator II	\$ 110.00	\$ 115.50	\$ 121.28	\$ 127.34	\$ 133.71
P2	As Assigned***	Senior CAD Operator I	\$ 100.00	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55
P1	As Assigned***	CAD Operator V	\$ 95.00	\$ 99.75	\$ 104.74	\$ 109.97	\$ 115.47
P1	As Assigned***	CAD Operator IV	\$ 90.00	\$ 94.50	\$ 99.23	\$ 104.19	\$ 109.40
P1	As Assigned***	CAD Operator III	\$ 85.00	\$ 89.25	\$ 93.71	\$ 98.40	\$ 103.32
P1	As Assigned***	CAD Operator II	\$ 80.00	\$ 84.00	\$ 88.20	\$ 92.61	\$ 97.24
P1	As Assigned***	CAD Operator I	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16
TS	As Assigned***	Project Accountant V	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55	\$ 127.63
TS	As Assigned***	Project Accountant IV	\$ 100.00	\$ 105.00	\$ 110.25	\$ 115.76	\$ 121.55
TS	As Assigned***	Project Accountant III	\$ 95.00	\$ 99.75	\$ 104.74	\$ 109.97	\$ 115.47
TS	As Assigned***	Project Accountant II	\$ 90.00	\$ 94.50	\$ 99.23	\$ 104.19	\$ 109.40
TS	As Assigned***	Project Accountant I	\$ 85.00	\$ 89.25	\$ 93.71	\$ 98.40	\$ 103.32
TS	As Assigned***	Project Assistant V	\$ 85.00	\$ 89.25	\$ 93.71	\$ 98.40	\$ 103.32
TS	As Assigned***	Project Assistant IV	\$ 80.00	\$ 84.00	\$ 88.20	\$ 92.61	\$ 97.24
TS	As Assigned***	Project Assistant III	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16
TS	As Assigned***	Project Assistant II	\$ 70.00	\$ 73.50	\$ 77.18	\$ 81.03	\$ 85.09
TS	As Assigned***	Project Assistant I	\$ 65.00	\$ 68.25	\$ 71.66	\$ 75.25	\$ 79.01
TS	As Assigned***	Admin V	\$ 70.00	\$ 73.50	\$ 77.18	\$ 81.03	\$ 85.09
TS	As Assigned***	Admin IV	\$ 65.00	\$ 68.25	\$ 71.66	\$ 75.25	\$ 79.01
TS	As Assigned***	Admin III	\$ 60.00	\$ 63.00	\$ 66.15	\$ 69.46	\$ 72.93
TS	As Assigned***	Admin II	\$ 55.00	\$ 57.75	\$ 60.64	\$ 63.67	\$ 66.85
TS	As Assigned***	Admin I	\$ 50.00	\$ 52.50	\$ 55.13	\$ 57.88	\$ 60.78

*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.

** Denotes Key Project Personnel

*** Personnel to be added to contract through Global Contract Modification using billing rate calculation guidelines in (*) above.

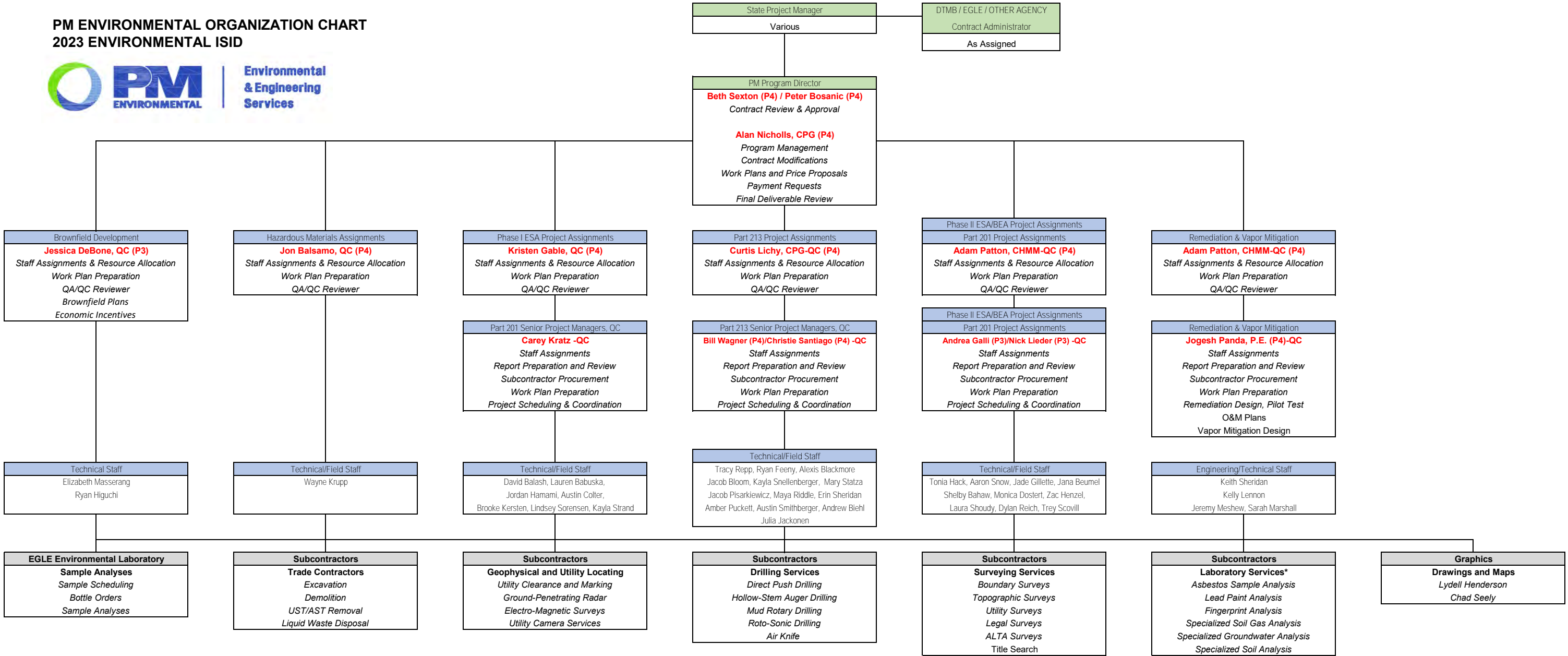
**** PM will make every effort to assign the lowest available position classification based on the complexity of the task.

APPENDICES

APPENDIX A

ORGANIZATION CHART AND KEY STAFF EXPERIENCE MATRIX

PM ENVIRONMENTAL ORGANIZATION CHART
2023 ENVIRONMENTAL ISID



Legend
CPG- Certified Professional Geologist
P.E.- Professional Engineer
CHMM- Certified Hazardous Materials Manager
*- Includes only services not provided by EGLE Lab
QC- Quality Control
red- Denotes Key Staff

APPENDIX A
KEY STAFF EXPERIENCE MATRIX

Position Classification	Key Staff Name	Asbestos	Lead	Mold	Biohazard	Free Product	Regulated Waste Survey	Abatement	Brownfield Development	Environmental Investigation	Characterization	Pilot Tests	Feasibility Study	Environmental Drilling	Roto Sonic Drilling	Well Abandonment	Ground-Penetrating Radar	Laser-Induced Fluorescence (LIF) Field Screening	Per- & Polyfluoroalkyl Substances (PFAS) Sampling	Per- & Polyfluoroalkyl Substances (PFAS) Mitigation	Per- & Polyfluoroalkyl Substances (PFAS) Remediation	Phase I ESA	Phase II ESA	Baseline Environmental Assessments	Remediation System Design	Remediation System Construction Oversight	Operations & Maintenance (O&M)	Decommissioning	Specialty Subsurface	Utility Inspection	Sewer Camera	Sewer Cleaning	
P4	Mike Kulka, P.E.**					X			X	X	X	X	X	X	X	X	X	X	X				X	X	X	X							
P4	Pete Bosanic, P.E.**					X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X							
P4	Beth Sexton**								X	X	X						X		X			X	X	X									
P4	Alan Nicholls, CPG**	X				X	X		X	X	X	X	X	X	X	X	X	X	X				X	X	X		X	X	X		X	X	X
P4	Curt Lichy, CPG**					X				X	X	X	X	X	X	X	X	X								X	X	X	X		X	X	X
P4	Adam Patton**					X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X
P4	William Wagner**					X	X			X	X	X	X	X	X	X	X	X									X	X	X		X	X	X
P4	Christie Santiago**					X				X	X	X	X	X	X	X	X	X									X	X	X		X	X	X
P4	Jogesh Panda, P.E.**					X				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X
P3	Jessica DeBone**								X	X	X			X	X	X	X					X											
P4	Jon Balsamo**	X	X	X	X		X	X			X											X	X	X									
P3	Nicholas Liedner**					X			X	X	X			X	X	X	X		X	X	X	X	X	X							X	X	X
P3	Andrea Galli**					X			X	X	X			X	X	X	X		X	X	X	X	X	X							X	X	X
P3	Kristin Gable**								X	X	X						X					X	X	X									
P4	Carey Kratz**								X	X	X						X					X	X	X									

** - denotes key staff to be assigned to contract
- key staff will work with the Program Director to establish specific project teams for each individual assignment
- this table represents only key staff, with eac key staff having a team comprised of project professionals and field staff (refer to the Organization Chart in Appendix A)

APPENDIX B
KEY STAFF RESUMES

PETER S. BOSANIC, P.E., EP, Q.C.

FOUNDER

1.800.313.2966 www.pmenv.com bosanic@pmenv.com

Peter Bosanic is the Co-founder of PM Environmental, Inc. He has over 30 years of relevant experience in environmental risk management, environmental & engineering due diligence, M&A, Brownfield redevelopment and economic development incentives, leaking UST management, remediation, environmental compliance, industrial hygiene projects and government contracts. PM regularly works with financial institutions, investors, developers, retail petroleum clients, municipalities, industries, business and government agencies and regulators.

AREAS OF EXPERTISE

- Environmental Due Diligence for financial institutions, investors, developers and government agencies including:
 - Phase I & II Environmental Site Assessments (ESAs)
 - Vapor intrusion investigations
 - Baseline Environmental Assessments (BEAs)
 - Due Care Plans and Continuing Obligations Evaluations
 - Property Condition Assessments (PCAs)
- Leaking UST and industrial site investigations, feasibility studies and corrective action plans and remediation
- Environmental compliance audits
- Brownfield redevelopment economic development consulting including grants and other incentives
- Industrial hygiene services experience including asbestos, lead based paint and other hazardous materials
- Government environmental contract project management on projects for state owned or funded projects
- Multifamily (privately owned and public housing agencies) environmental and engineering services including Phase I and II ESAs, NEPA Investigations, HUD environmental assessments and Capital Needs Assessments (CNAs)



EDUCATION

- Michigan State University B.S. Civil and Environmental Engineering
- Michigan State University Graduate Studies Environmental Engineering
- Various Continuing Education and Professional Development Classes
- ASTM Risk Based Corrective Action Training
- Zweig White Principals Academy

CERTIFICATIONS

- OSHA 40 Hours Hazwoper and 8-hour Supervisor Training
- Environmental Professional (EP) as defined in § 312.10 of 40 CFR 312
- ASTM PCA Training
- HUD MAP CNA Training
- Qualified UST Consultant (QC) in Michigan

PROFESSIONAL ACTIVITIES

- National Brownfield Association
- Mortgage Bankers Association
- Environmental Bankers Association
- Michigan Association of Environmental Professional
- Michigan Petroleum Association
- Chi Epsilon Civil Engineering Honor Society
- Michigan Housing Council

REGISTRATION

- Professional Engineer in the following States: Alabama, Kentucky, Michigan, Mississippi, Ohio, Illinois, Indiana and Tennessee

MICHAEL T. KULKA, P.E., Q.C.

FOUNDER AND CEO

1.800.313.2966

www.pmenv.com

kulka@pmenv.com

Mike Kulka is a Chief Executive Officer and Co-Founder at PM Environmental, Inc. and has served clients throughout the United States for over 28 years. He specializes in Environmental Due Diligence and Brownfield Development, portfolio management, managing and securing state remediation funds, mergers and acquisitions, and transactional real estate and development. Kulka is the national client manager for numerous Fortune 100 financial institutions, retail chains, industrial conglomerates, and real estate developers.

He has managed multiple large scale commercial, retail, and industrial redevelopments involving multiple service lines within the company. Kulka has presented on national panels within the environmental industry on topics such as Environmental Due Diligence, Brownfields, Leaking Underground Storage Tank (LUST) Fund, PFAS, and environmental compliance.

AREAS OF EXPERTISE

- Strategic development and implementation of multiple service line teams to support major redevelopments and complex mergers and acquisitions, utilizing all of the PM service lines
- Strategic development, implementation, training, and launches of multiple service line teams to develop Environmental Risk Management programs for lending institutions and Fortune 1000 real estate intensive industries including retail, logistics, multifamily housing, petroleum, utilizing all of the PM service lines
- Development of Brownfield and Economic Incentive redevelopment strategies using state and federal incentives, including Tax Increment Financing (TIF), Revolving Loan Fund (RLF) as well as cleanup funds and grants
- Phase II ESAs and site investigation projects, Baseline Environmental Assessments (BEAs), continuing obligations, and due care projects
- Leaking Underground Storage Tank (LUST) projects, including removal and in-place closures, contaminant delineation, and remediation using Risk-Based Corrective Action (RBCA) Procedures
- Due Diligence Phase I Environmental Site Assessment (ESA), Property Condition Assessment (PCA), Property Capital Needs Assessment (PCNA) projects
- Expert in compliance with the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, Parts 201, 203, 211, 213, and 215, as well as Parts 111 and 115



EDUCATION

- Michigan State University B.S. Civil and Environmental Engineering
- Michigan State University Graduate Studies Environmental Engineering
- ASTM Risk Based Corrective Action

REGISTRATION

Professional Engineer:

- State of Michigan No. 42073
- State of Alabama No. 22445
- State of Georgia No. 23834

Certified UST Professional:

- State of Michigan No. 859

CERTIFICATIONS

- OSHA 1910.120 Hazardous Waste Training to Level B
- OSHA 1910.120 Hazardous Waste 8-hour Supervisor Training
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

PROFESSIONAL ACTIVITIES

- Environmental Bankers Association
- Community Bankers of Michigan
- Detroit Chamber of Commerce
- Chaldean Chamber of Commerce
- Association of Corporate Growth
- Michigan Petroleum Association

PANELS

- Banker/Consultant Relationships and Setting Expectations (Contracting and Pricing Phase I ESAs)
- How PFAS/PFOS/GenX are Changing the Game
- Trials and Tribulations Facing SBA, Lenders and Environmental Professionals Implementing SOP 50 10 for Loan Originations, Refinancing's and Liquidations Under the CDC 504 and 7a Loan Programs

VOLUNTEER

- **Challenge Detroit:** One of the first board members and company sponsors for the successful leadership and professional development program
- **St. Regis Catholic Parish:** Member & Strategic Planning Committee
- **Legatus:** Member of world's premier organization for Catholic business leaders committed to learn, live and spread the Catholic Faith
- **Association for Corporate Growth (ACG):** Board of Directors

BETH SEXTON

CHIEF OPERATING OFFICER

1.800.313.2966 www.pmenv.com sexton@pmenv.com

Beth Sexton is the Chief Operating Officer for PM Environmental. Sexton has over a decade of experience performing environmental due diligence on a variety of properties for financial institutions and borrowers, retail chains, industrial conglomerates, and real estate developers. She specializes in Environmental Due Diligence, portfolio management, mergers and acquisitions, and transactional real estate and development. Sexton is the national client manager for numerous Fortune 100 financial institutions, retail chains, industrial conglomerates, and real estate developers.

She has managed multiple large scale commercial, retail, and industrial redevelopments involving multiple service lines within the company. Sexton has presented on national panels within the environmental industry on topics such as Environmental Due Diligence and corporate management.

AREAS OF EXPERTISE

- Corporate oversight of all departments within PM
- Strategic development and implementation of multiple service line teams to support major redevelopments and complex mergers and acquisitions, utilizing all of the PM service lines
- Strategic development, implementation, training, and launches of multiple service line teams to develop Environmental Risk Management programs for lending institutions and Fortune 1000 real estate intensive industries including retail, logistics, multifamily housing, petroleum, utilizing all of the PM service lines
- Data collection, site investigation, and preparation of Phase I Environmental Site Assessment (ESA) and related due diligence projects
- Senior technical review of due diligence related projects
- Quality assurance/quality control oversight for report documents
- Experience in implementation and completion of various site assessment standards and professional protocol and commercial lending requirements (ASTM E-1527, ASTM E-1528)
- Phase II ESAs and site investigation projects, Baseline Environmental Assessments (BEAs), continuing obligations, and due care projects
- Limited bulk asbestos containing materials samples
- Peer/senior technical review of thousands of Phase I and Phase II ESAs
- Peer/senior technical review for numerous BEAs and due care plans in accordance with P.A. 451



EDUCATION

- Michigan State University
B.A. International Relations
Specialization: Environmental Engineering
- University of Michigan Masters of Resource Policy and Behavior
- EGLE Cleanup Criteria Training
- ASTM Phase I and Phase II Processes Training
- Zweig White Principals Academy

CERTIFICATIONS

- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

PROFESSIONAL ACTIVITIES

- Environmental Bankers Association
- Former CREW Network Board Liaison for CREW Detroit Outreach

AWARDS

- DBusiness 30 in Their Thirties

ALAN S. NICHOLLS, C.P.G.

MANAGER STATE CONTRACT SERVICES

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nicholls@pmenv.com

Alan Nicholls is a Manager of State Contract Services at PM Environmental, Inc. (PM) and has served his clients since 1993. He specializes in the management of Indefinite Service/Indefinite Deliver (ISID) contracts, investigation and remediation of leaking underground storage tank sites, design and implementation of remedial investigations at commercial and industrial facilities for a broad range of contaminants and development of conceptual site models for non-aqueous phase liquids (NAPL) and wide range of contaminants.

Nicholls has managed numerous projects and has received multiple regulatory closures on sites regulated under Michigan's Part 213 and Part 201 programs.

AREAS OF EXPERTISE

- Contract manager for State of Michigan 2019 Environmental, 2018 Expanded Environmental Remediation, 2017 Tank and Soil Removal, and 2015 Environmental ISID contracts
- Project manager for numerous projects including removal and in-place tank closures, contaminant delineation, remediation using Risk-Based Corrective Action (RBCA) procedures, and reporting in accordance with Parts 211 and 213 of the Natural Resources and Environmental Protection Act P.A. 451 of 1994
- Project manager for numerous facilities regulated under Part 201 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, including sites impacted by polychlorinated biphenyls (PCBs), chlorinated solvents, volatile organic compounds, metals, and fertilizer compounds
- Project manager for Vapor Intrusion, and Indoor Air Assessments in accordance with Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213, and ASTM E-2600
- Project manager for engineering activities involving preparation of bid specifications, the installation of remediation systems, and the operation and maintenance of remediation systems
- Project manager for Phase I and II Environmental ESAs, Vapor Intrusion investigations, Baseline Environmental Assessments, and Due Care Plans
- Project management of UST removals, environmental excavations, temporary earth retention systems installation, building demolition, remedial system installation, and Superfund Site Remediation activities
- Quality assurance review of technical reports, designs, and plans



EDUCATION

- Lake Superior State University
B.S. Geology

CERTIFICATIONS

- Certified Professional Geologist #10825

ADVANCED TRAINING

- OSHA 29 CFR 1910.120
40-Hour
- OSHA Annual 8-Hour Refresher
- Behavioral Based Safety Training
- Smith System® Driver Improvement Course
- ASTM Risk Based Corrective Action at Petroleum Release Sites

CURTIS M. LICHY, P.G., C.P.G.

NATIONAL MANAGER-RETAIL PETROLEUM SERVICES

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lichy@pmenv.com

Curtis Lichy is a National Manager of Retail Petroleum Services at PM Environmental, Inc. and has served clients since 2000. He specializes in Leaking Underground Storage Tank (LUST), risk evaluation, remediation, and corrective action projects. Lichy has managed numerous projects and has received multiple regulatory closures on LUST sites. His current focus includes management of retail petroleum clients, petroleum jobbers, commercial, and insurance clients.

AREAS OF EXPERTISE

- National and senior project manager for Leaking Underground Storage Tank (LUST) projects including removal and in-place closures, contaminant delineation, remediation using Risk-Based Corrective Action (RBCA) procedures, and reporting in accordance with the Natural Resources and Environmental Protection Act P.A. 451 of 1994, Part 213
- National and senior project manager for Underground Storage Tank (UST) System Site Assessment projects including removal and in-place closures and reporting in accordance with the Natural Resources and Environmental Protection Act P.A. 451 of 1994, Part 211
- National and senior project manager for Vapor Encroachment Intrusion, and Indoor Air Assessments in accordance with Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213, and ASTM E-2600
- National and senior project manager for drilling of soil borings, installation of monitoring wells, collection of soil, groundwater, and air samples, development of monitoring wells, and aquifer testing
- National and senior project manager for engineering activities involving the installation of remediation systems, and the operating and maintenance of remediation systems
- Project manager for Phase II Environmental ESAs
- Extensive field experience and senior project management of UST removal & installations, environmental excavations & trenching, building demolition, and remedial system installation activities
- National Pollution Discharge Elimination System (NPDES) reporting
- Experience with local, state, and federal regulatory acts
- Site-specific health and safety plan, evaluation, and development
- Provide senior review of reports and technical oversight to staff members on LUST and UST site assessment projects



EDUCATION

- Wayne State University, M.S. & B.S. Geology

CERTIFICATIONS

- Certified Professional Geologist No. CPG-11342
- Professional Geologist (PG)
 - State of Alaska No. 729
 - State of Louisiana No. 215
- Certified UST Professional (CP)
 - State of Michigan - No. 1146
- OSHA 29 CFR 1910.120 40-Hour Safety Training & 8-Hour Annual Refresher Safety Training
- OSHA 29 CFR 1910.120 8-Hour Supervisory Training
- Loss Prevention System (LPS) Training
- American Red Cross First Aid & CPR Training
- API WorkSafe Training
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

ADVANCED TRAINING

- ASTM Risk-Based Corrective Action at Petroleum Release Sites
- ITRC Light Non-aqueous Phase Liquids (LNAPLs): Science, Management, and Technology
- ITRC Vapor Intrusion Pathway: A Practical Guide
- RCRA Hazardous Waste & Non-Hazardous
- DOT 49 CFR Subpart H Safe Transportation of Hazardous Materials

PROFESSIONAL ASSOCIATIONS

- American Institute of Professional Geologists (AIPG)
- Michigan Association of Environmental Professionals (MAEP)

WILLIAM WAGNER

REGIONAL MANAGER - RETAIL PETROLEUM SERVICES

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wagner@pmenv.com

William Wagner is a Regional Manager of Retail Petroleum Services at PM Environmental, Inc. and has served his clients since 2006. He specializes in Leaking Underground Storage Tank (LUST), risk evaluation, remediation, and corrective action projects. William has managed numerous projects and has received multiple regulatory closures on LUST sites.

AREAS OF EXPERTISE

- Project manager for Leaking Underground Storage Tank (LUST) projects including removal and in-place closures, contaminant delineation, remediation using Risk-Based Corrective Action (RBCA) procedures, and reporting in accordance with the Natural Resources and Environmental Protection Act P.A. 451 of 1994, Part 213
- Project manager for State of Michigan funded sites under the Level of Effort (LOE), Expanded Environmental Remediation, Expanded Environmental Triage, 2015 Environmental Indefinite Service Indefinite Delivery contracts
- Project manager for Underground Storage Tank (UST) System Site Assessment projects including removal and in-place closures and reporting in accordance with the Natural Resources and Environmental Protection Act P.A. 451 of 1994, Part 211
- Project manager for Vapor Intrusion, and Indoor Air Assessments in accordance with Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213, and ASTM E-2600
- Project manager for drilling of soil borings, installation of monitoring wells, collection of soil, groundwater, soil gas and air samples, development of monitoring wells, and aquifer testing
- Project manager for Phase II Environmental ESAs
- Extensive field experience and project management of UST removal, environmental excavations, temporary earth retention system installation, building demolition, remedial system installation, petroleum pipeline emergency response, soil erosion and sedimentation control, and Superfund Site Remediation activities
- Experience with local, state, and federal regulatory acts
- Site-specific health and safety plan, evaluation, and development
- Provide review of reports and technical oversight to staff members on LUST projects



EDUCATION

- Lake Superior State University
B.S. Recreation Management
A.A. Natural Resources Technology

ADVANCED TRAINING

- OSHA 29 CFR 1910.120
40-Hour
- OSHA Annual 8-Hour Refresher
- OSHA 8-hour HAZWOPER Hazardous Waste Management and Shipping for Environmental Professionals 8-Hour Training
- Behavioral Based Safety Training
- Smith System® Driver Improvement Course
- Loss Prevention System (LPS) 8-Hour Training
- U.S. Department of Homeland Security—Chemical Security Awareness Training
- U.S. Department of Homeland Security—Chemical-terrorism Vulnerability Information

CHRISTIE SANTIAGO

REGIONAL MANAGER — RETAIL PETROLEUM SERVICES

1.800.313.2966

www.pmenv.com

santiago@pmenv.com

Christie Santiago is a Regional Manager at PM Environmental, Inc. and has served clients in numerous states since 1996. She specializes in Phase II Environmental Site Assessments (ESAs), investigation and remediation of leaking underground storage tank (LUST) projects, and development of conceptual site models for non-aqueous phase liquids (NAPL), vapor intrusion, and a wide range of contaminants. Santiago has managed thousands of Phase II ESA projects. She has also received regulatory closure on hundreds of LUST sites. Her recent focus includes serving commercial and industrial clients, private equity, retail petroleum clients, petroleum jobbers, banking and lending institutions and insurance companies.

AREAS OF EXPERTISE

- Senior project manager for LUST projects including contaminant assessment, delineation, and remediation using Risk-Based Corrective Action (RBCA) procedures and reporting in accordance with the Natural Resource and Environmental Protection Act (NREPA), P.A. 451 of 1994, Part 213
- Senior project manager for Underground Storage Tank (UST) system site assessments projects including removal and in-place closures and reporting in accordance with NREPA, P.A. 451 of 1994, Part 211
- Senior project manager for Vapor Intrusion, and Indoor Air Assessments in accordance with NREPA, P.A. 451 of 1994, Parts 201 and 213, and ASTM E-2600
- Senior project manager for Phase II ESA projects
- Senior project manager for the preparation of Baseline Environmental Assessments (BEA) and documentation of due care compliance in accordance with the NREPA, P.A. 451 of 1994, Parts 201 and 213
- Field engineer for drilling of soil borings; installation of monitoring wells; collection of soil, groundwater, and air samples; development of monitoring wells and aquifer testing
- Site-specific health and safety plans, evaluation, and development
- National Pollution Discharge Elimination System (NPDES) reporting
- Preparation of Act 381 Work Plans in accordance with the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended
- Provide senior review of reports and technical oversight to staff members on due diligence, LUST and site assessment projects
- Experience with local, state and federal regulatory acts



EDUCATION

- Michigan Technological University B.S. Geological Engineering
- Albion College B.A. Mathematics

CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-hour Safety Training
- OSHA 29 CFR 1910.120 8-hour Supervisory Training
- OSHA 29 CFR 1910.120 8-hour Annual Refresher Safety Training
- American Red Cross Standard First Aid and Adult CPR
- Engineer in Training October 1995
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

ADVANCED TRAINING

- ASTM Risk-Based Corrective Action Applied at Petroleum Release Sites
- ITRC Light Non-aqueous Phase Liquids (LNAPLs): Science, Management, and Technology
- ITRC Petroleum Vapor Intrusion: Fundamentals of Screening, Investigation, and Management
- ITRC Vapor Intrusion Pathway: A Practical Guide

J. ADAM PATTON, CHMM

VICE PRESIDENT

1.800.313.2966 www.pmenv.com patton@pmenv.com



Adam Patton is Vice President at PM Environmental, Inc. and has served clients nationally since 2001. He specializes in risk evaluation, strategy development, and implementation of multidisciplinary projects including environmental due diligence, site investigation, remediation, Brownfield redevelopment, environmental compliance, and those involving emerging contaminants. His focus includes serving commercial/industrial clients, developers, local governments, state governmental agencies, and corporations.

AREAS OF EXPERTISE

- Program director and senior project manager for large industrial and manufacturing plant decommissioning and site/Brownfield redevelopment projects including building hazardous material surveys, asbestos abatement and demolition, wastewater treatment operation/decommissioning, hazardous and nonhazardous waste management, soil and groundwater remediation and management, exposure control implementation, and storm and erosion control management
- Senior project manager for Phase II and Phase III Environmental Site Assessment (ESA) projects
- Implementation of various site assessment standards and professional protocol and commercial lending requirements (ASTM E1527, ASTM E1528, ASTM E1903, ASTM E2600)
- Compliance with various state storage tank, remediation, and waste management regulatory programs/requirements, including Alabama, Florida, Illinois, Indiana, Michigan, New Jersey, Ohio, Pennsylvania, and Tennessee, and Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and Toxic Substance Control Act (TSCA) regulations
- Extensive experience with providing strategy development, project management, and field oversight/execution of construction services during Underground Storage Tank (UST) removal, soil, groundwater and waste removal, demolition, and remedial system installation activities
- Senior project manager for Storm Water Pollution Prevention Plans (SWPPPs), Spill Prevention Control and Countermeasure Plans (SPCCs), and Pollution Incident Prevention Plans (PIPPs)
- Senior project manager for Baseline Environmental Assessment (BEA), Response Activity, Corrective Action, and Documentation of Due Care Compliance (DDCC) plans in accordance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213, and Continuing Obligations Plans in accordance with ASTM E2790 and CERCLA
- Senior project manager for vapor encroachment/intrusion, indoor air assessments, and vapor mitigation implementation in accordance various state, federal (USEPA OSWER, OSHA), and industry/technical (ITRC, ASTM E2600) guidance and protocols
- Senior project manager for Leaking Underground Storage Tank (LUST) and commercial/industrial projects, including removal and in-place closures, contaminant delineation and remediation using Risk Based Corrective Action (RBCA) procedures
- Senior project manager for Brownfield redevelopment projects in accordance with the Brownfield Redevelopment Financing Act, P.A. 381 of 1996 and various state-specific Brownfield programs

EDUCATION

- Michigan State University B.S. Environmental Studies Specialization in Environmental Economics

CERTIFICATIONS

- Certified Hazardous Waste Materials Manager (No. 15457)
- OSHA 29 CFR 1910.120 Hazardous Waste Training to Level B
- Certified Storm Water Operator for A-Ij Construction Sites (C-080487)
- Class-A Commercial Drivers License
- Environmental Professional (EP) as defined in § 312.10 of 40 CFR 312
- Qualified UST Consultant (QC) in Michigan

ADVANCED TRAINING

- ASTM Risk-Based Correction Action Applied at Petroleum Release Sites
- NGWA Principals of Groundwater Flow, Transport, and Remediation
- USEPA Spill Prevention, Control, and Countermeasure Training
- Egle SARA Title III Emergency Planning and Release Reporting
- Egle-RRD Cleanup Criteria Training
- Egle Petroleum Vapor Intrusion Training
- Zweig White Principals Academy

ANDREA GALLI

REGIONAL MANAGER— SITE INVESTIGATION SERVICES

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Andrea Galli is a Senior Project Scientist at PM Environmental, Inc. and has served clients in over 12 states since 2012. She specializes in Phase I and Phase II Environmental Site Assessments (ESAs), Baseline Environmental Assessments (BEAs), Documentation of Due Care Compliance (DDCC) and site assessment reports.

AREAS OF EXPERTISE

- Regional coordination and management of Site Investigation Services
- Experience in implementation and completion of various site assessment standards and professional protocol and commercial lending requirements in accordance with (ASTM E-1527, ASTM-E 1528)
- Data collection, evaluation, project management, and preparation of Phase I and Phase II ESAs
- Preparation of BEAs in accordance with the Natural Resources and Compliance Analysis and Environmental Protection Act, P.A. 451 of 1994
- Preparation of due care reports in accordance with Michigan NREPA Section 20107a Part 201 and Part 213
- Evaluation and development of investigations related to the vapor intrusion pathway in accordance with NREPA, P.A. 451 of 1994, Parts 201 and 2013, and ASTM E-2600
- Experience in providing management and oversight of construction services during underground storage tank (UST) removal, contaminated soil removal, and demolition activities



EDUCATION

- Wayne State University
B.S. Environmental Studies
- Wayne State University
B.A. Biological Sciences

CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-Hour
Hazardous Waste Operations and
Emergency Response (HAZWOPER)
Training
- Meets the definition of Environmental
Professional as defined in § 312.10 of
40 CFR 312

NICHOLAS P. LIEDER

REGIONAL MANAGER—SITE INVESTIGATION SERVICES

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Nicholas Lieder is a Regional Manager of Site Investigation Services at PM Environmental, Inc. and has served clients in four states since 2013. He specializes in Phase II Environmental Site Assessments (ESAs), Baseline Environmental Assessments (BEAs), Documentation of Due Care Compliance (DDCC), site assessments, and Brownfield redevelopments.

AREAS OF EXPERTISE

- Application of field techniques including drilling of soil borings, installation of monitoring wells, collection of soil, groundwater, and soil gas samples, development of monitoring wells, aquifer testing, installation of remediation/mitigation systems, and operation and maintenance of remediation/mitigation systems
- Regional Management of the Site Investigation Services group and staff technical lead
- Project Geologist for underground storage tank (UST) system site assessment projects including removal and in-place closures, contaminant delineation, and remediation of leaking underground storage tank (LUST) Sites using Risk-Based Corrective Action (RBCA) procedures
- Project Geologist for Phase II Environmental Site Assessments (ESAs), Baseline Environmental Assessments (BEAs), and Documentation of Due Care Compliance (DDCC) projects in accordance with the Natural Resource and Environmental Protection Act, P.A., 451 of 1994, Parts 201 and 213
- Site-specific health and safety plan evaluation, development, and implementation
- Construction/Development focused environmental oversight and consulting, soil, groundwater, and waste management, and remedial system installation activities.
- Data management and report preparation for quarterly monitoring events
- Project Geologist/Technical Consulting for Brownfield redevelopment projects in accordance with the Brownfield Redevelopment Financing Act, P.A., 381 of 1996 and various state-specific Brownfield programs



EDUCATION

- Wayne State University
B.S. Geology
B.S. Environmental Science

CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training
- OSHA 29 CFR 1910.120 8-hour Annual Refresher Training
- American Red Cross CPR/AED and First Aid Training
- ASTM International Risk-Based Corrective Action at Petroleum Release Sites
- EPRO/Geo-Seal Certified Gas Vapor Barrier Inspector
- Cetco Liquid Boot Authorized Inspector
- EGLE Establishing Soil Background for Metals
- Environmental Professional (EP) as defined in § 312.10 of 40 CFR 312

KRISTIN GABLE

NATIONAL MANAGER—DUE DILIGENCE

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Kristin Gable is the National Manager of Due Diligence at PM Environmental, Inc. and has over a decade of experience conducting environmental due diligence on behalf of clients throughout the United States.

As the National Manager of Due Diligence, Gable manages all aspects of PM's transactional due diligence projects for financial institutions, retail chains, industrial conglomerates, and real estate developers. She specializes in environmental due diligence including Phase I Environmental Site Assessments (ESAs) and customized environmental risk assessments to support all forms of real estate transactions.

AREAS OF EXPERTISE

- National coordination and management of the Due Diligence Department
- Experience in implementation and completion of various site assessment standards and professional protocol and commercial lending requirements (ASTM E-1527, ASTM E-1528)
- Data collection, site investigation, and preparation of Phase I ESA and Transaction Screen projects
- Peer/senior technical review of Phase I ESA projects using ASTM Standard 1527
- Experience in real estate portfolio analysis for evaluation of environmental risk associated with single and multi property transactions for the lending industry
- Experience with local, state, and federal regulations



EDUCATION

- Oakland University B.S. Environmental Science—Specialization in Environment and Resource Management

CERTIFICATIONS

- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

PROFESSIONAL ACTIVITIES

- Environmental Bankers Association
- Member—ASTM E1527 Phase I ESA Standard Task Group

AWARDS

- EDR—PRISM Courage in Leadership

CAREY S. KRATZ

REGIONAL MANAGER—DUE DILIGENCE

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Carey Kratz is the Regional Manager of Due Diligence at PM Environmental, Inc. She has over 21 years of environmental experience and specializes in Environmental Due Diligence including Phase I Environmental Site Assessments and customized environmental assessments to support all forms of real estate transactions. She has managed a variety of environmental due diligence projects including environmental risk reviews and affordable housing including low income housing tax credit (LIHTC) and HUD lending clients.

AREAS OF EXPERTISE

- Regional coordination and management of due diligence group
- Data collection, site investigation, and preparation of Phase I ESA and Transaction Screen projects
- Experience in implementation and completion of various site assessment standards and professional protocol and commercial lending requirements (ASTM E-1527, ASTM E-1528)
- Peer technical review of Phase I ESA projects using ASTM Standard 1527
- Experience in real estate portfolio analysis for evaluation of environmental risk associated with single and multi property transactions for the lending industry
- Experience with local, state, and federal regulatory acts
- Experience with NEPA Part 50 and Part 58 projects



EDUCATION

- Lake Superior State University
B.S. Environmental Science,
minor in Chemistry

CERTIFICATIONS

- Certified Asbestos Inspector, Michigan #A27278
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312
- OSHA 1910.120 40-hour Hazardous Waste Operations Training (HAZWOPER)
- HAZWOPER Incident Commander
- HUD CFR24 Part 58 Environmental Review Process Training

JESSICA DEBONE

NATIONAL MANAGER — BROWNFIELD AND ECONOMIC INCENTIVES

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Jessica DeBone specializes in Brownfield and Economic Development Incentives, EPA Brownfield Assessment, Revolving Loan Fund, and Cleanup Grants and holds a B.S. in Urban and Regional Planning from a Planning Accredited Board program. She focuses on the identification of attainable incentive programs on a project-by-project basis to best suit both the investor and the community. She has experience in successful completion and award of Act 381 Work Plans, Local Brownfield Plans, Tax Abatements, Community Revitalization Program grants, and experience with EGLE Grant and Loan Applications. Within the immediate past five years, she has procured, managed, or overseen over \$230 million in economic incentive procurement for private sector clients for her department. Ms. DeBone has managed EPA Assessment grant projects for the City of Lansing/LBRA, City of Grand Rapids, Oakland County Coalition, and the Detroit-Wayne County Coalition (totaling over \$5.8 million.) Additionally, she has successfully written and procured \$6.9 million in Assessment, Cleanup and Areawide Planning grants through the EPA in the last five years.

AREAS OF EXPERTISE

- Prepare and manage local and combined Brownfield Plans, Act 381 work plans, develop Tax Increment Financing (TIF) tables and applications as required by applicable governing body under Michigan law
- Prepare and manage Community Revitalization Program (CRP) grant/loan applications
- Prepare and manage tax abatement applications (i.e. PA 146, PA 210 etc.)
- Prepare and manage Environment, Great Lakes, and Energy (EGLE) Grant and Loan Applications and Awards
- Attend and present at public meetings and complete associated correspondence with government units and clients as appropriate for the project
- Project manager and point of contact on multi-phase environmental due diligence and incentive projects between multiple stakeholders
- Prepare and coordinate USEPA brownfield grant applications in conjunction with team members nationwide
- Manage USEPA site assessment and area-wide planning grants; prepare site eligibility documentation and coordinate with management teams on EPA brownfield grant funded projects
- Maintain USEPA Assessment, Cleanup and Redevelopment Exchange System (ACRES) databases



EDUCATION

- Michigan State University B.S. Urban and Regional Planning
- Michigan State University Graduate Level Geographic Information System (GIS) Courses
- Various Continuing Educations and Professional Development Courses

PROFESSIONAL ACTIVITIES

- Michigan Economic Developers Association
- Commercial Alliance of Realtors (CAR)

AWARDS

- Developing Leaders PRISM Award

JON M. BALSAMO

NATIONAL MANAGER—INDUSTRIAL HYGIENE SERVICES

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balsamo@pmenv.com

Jon Balsamo is the National Manager of Industrial Hygiene Services at PM Environmental, Inc. (PMI) and has served clients in over five states since 1996. He specializes in asbestos and lead project management associated with construction and demolition projects and oversees PM's team of asbestos, lead, and hazardous materials professionals. Balsamo has managed thousands of asbestos and lead related projects for school districts, municipalities, and building owners.

AREAS OF EXPERTISE

- Prepare asbestos abatement specifications and bid documents
- Asbestos abatement oversight and project management
- Asbestos air monitoring and OSHA compliant monitoring
- Perform pre-renovation/demolition asbestos and lead paint surveys and prepares survey reports with findings and recommendations
- Perform assessments of water damaged building materials and prepares remediation recommendations
- Perform general indoor air quality assessments and investigations
- Experienced in the collection and analysis of phase contrast microscopy (PCM) air samples in accordance with NIOSH Method 7400 and collection of transmission electron microscopy (TEM) samples in accordance with NIOSH Method 7402
- Manage and prepare asbestos, lead or hazardous materials surveys, Operation and Maintenance (O&M) programs and abatement project management
- Expert witness for litigation



EDUCATION

- Oakland University
B.S. Environmental Health—
Specialization in Occupational Health
and Safety

CERTIFICATIONS

- Accredited Asbestos Contractor
Supervisor State of Michigan
- Accredited Asbestos Inspector
State of Michigan
- Accredited Asbestos Project Designer
State of Michigan
- Accredited Asbestos Project Designer
Planner State of Michigan

ADVANCED TRAINING

- NIOSH 582 Equivalency Course
- Asbestos Project Designer Course
- Asbestos Contractor/Supervisor Course
- OSHA 10/30 Asbestos Awareness and Training
Course
- Asbestos Building Inspector Course
- Asbestos Management Planning Course

PROFESSIONAL ASSOCIATIONS

- American Society of Heating, Refrigeration
Engineering (ASHRE)
- Southeastern Michigan Society of
Healthcare Engineering (SMSHE)
- Michigan Society of Healthcare
Engineering (MiSHE)

APPENDIX C

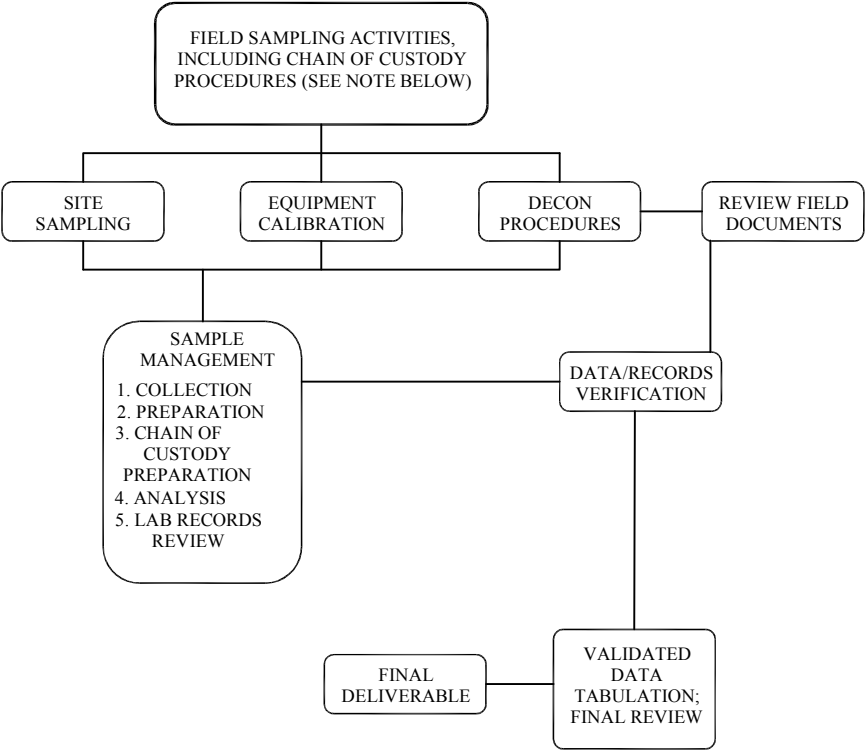
QUALITY ASSURANCE/QUALITY CONTROL DIAGRAM



PM ENVIRONMENTAL
QUALITY ASSURANCE/QUALITY CONTROL
STANDARD AND OPERATING PROCEDURES AND
DATA QUALITY ASSESSMENT

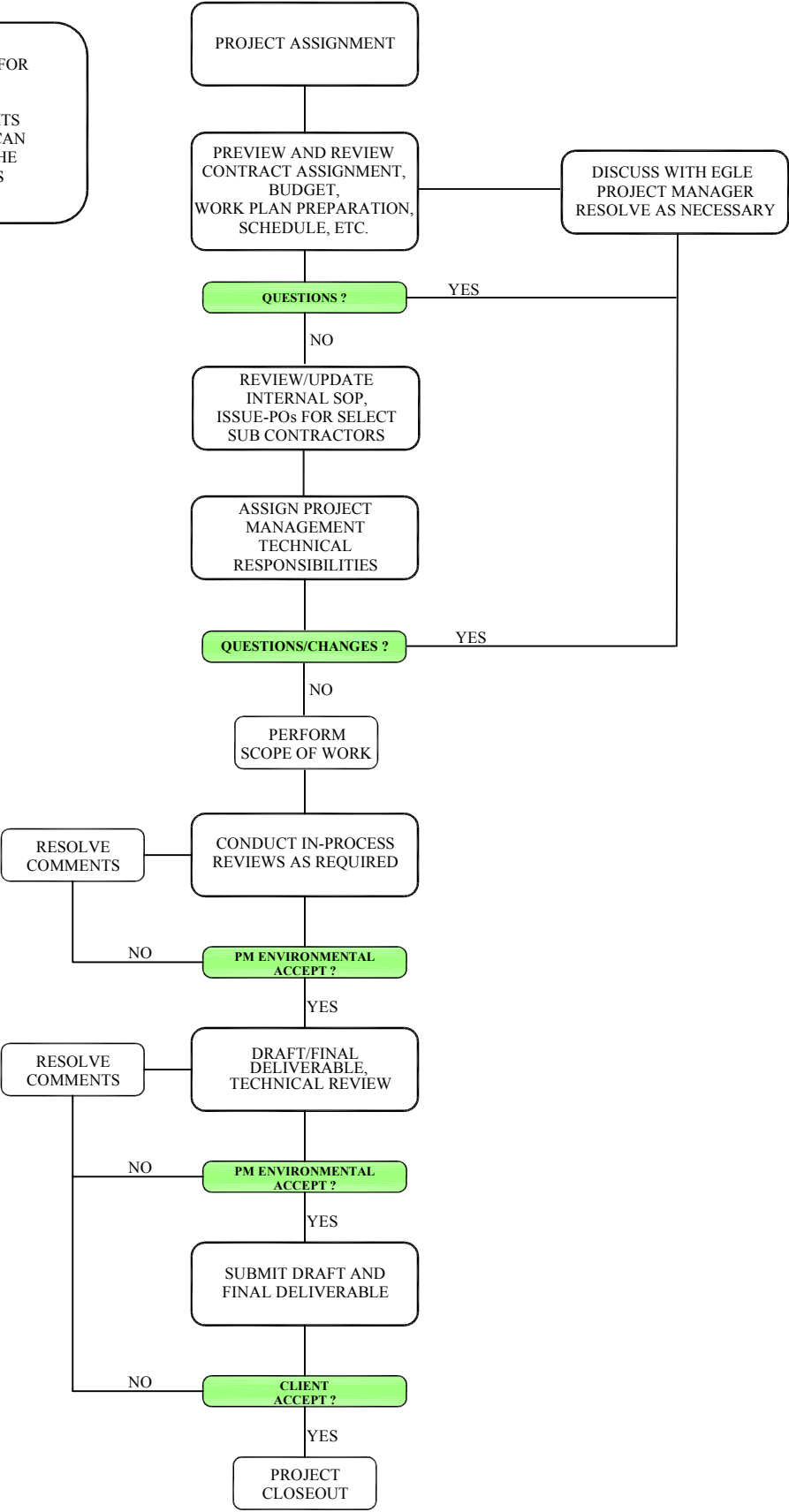
PM ENVIRONMENTAL PRACTICES DATA VERIFICATION/VALIDATION AND DATA QUALITY ASSESSMENT IN ACCORDANCE WITH US EPA GUIDANCE FOR QUALITY. THIS INCLUDES FIELD SAMPLING OF ALL MEDIA, I.E. AIR, GROUNDWATER, SOILS, SURFACE WATER, ETC. ALL LABORATORY ANALYSES AND DATA ARE QA/QC REVIEWED, AS REQUIRED, AND IN ACCORDANCE WITH EGLE AND USEPA GUIDANCE DOCUMENTS.

AN EXAMPLE OF PM ENVIRONMENTAL'S SAMPLE COLLECTION AND DATA EVALUATION QA/QC PROCESS IS DEPICTED IN THE DIAGRAM BELOW.



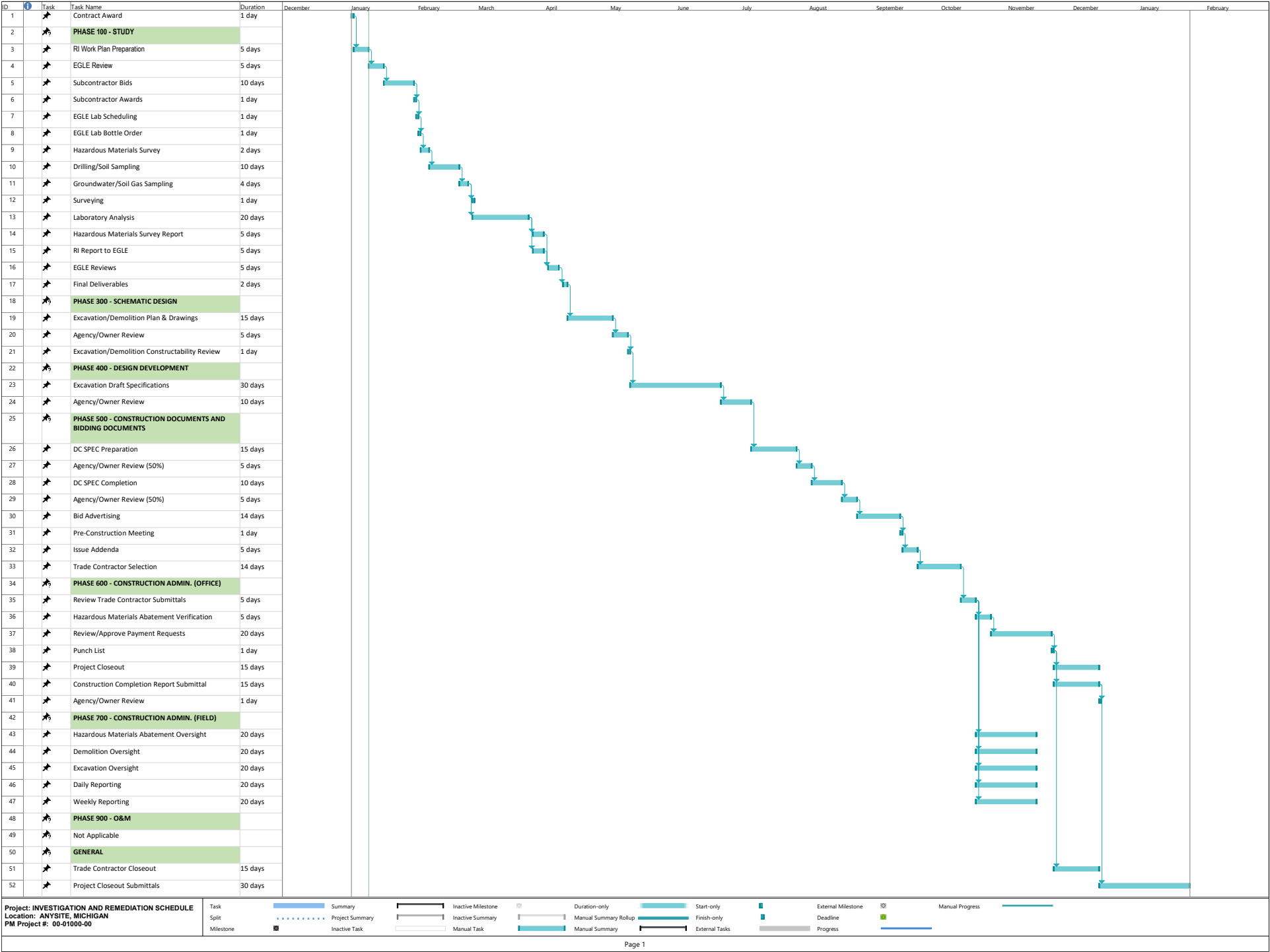
PM ENVIRONMENTAL FOLLOWS EPA APPROVED SAMPLE CHAIN-OF-CUSTODY AT ALL TIMES DURING FIELD SAMPLING AND SUBSEQUENT LABORATORY ANALYSIS. CHAIN-OF-CUSTODY PROCESS DOCUMENTS THE HANDLING AND CONTROL NECESSARY TO IDENTIFY AND TRACE A SAMPLE FROM COLLECTION IN THE FIELD TO THE FINAL REPORTING OF ANALYTICAL RESULTS.IT INCLUDES RECORDS OF ALL PERSONNEL WHO HANDLE THE SAMPLES, LABELING TO PREVENT MIX UP OF SAMPLES, CONTAINER SEALS TO PREVENT UNAUTHORIZED TAMPERING WITH THE SAMPLES, AND SECURE CUSTODY.

PM ENVIRONMENTAL HAS A STANDARD OPERATING PROCEDURE DEVELOPED FOR PREPARING AND HANDLING ALL PROJECT DELIVERABLES, WHETHER FOR INTERNAL DISTRIBUTION OR EXTERNAL DISTRIBUTION TO ITS CLIENTS, SUCH AS THE EGLE. THIS SOP DIAGRAM CAN BE ADAPTED TO MEET ADDITIONAL NEEDS OF THE EGLE. PM ENVIRONMENTAL QA/QC MANAGER IS RESPONSIBLE FOR QA/QC ON THIS CONTRACT



APPENDIX D

EXAMPLE PROJECT SCHEDULE

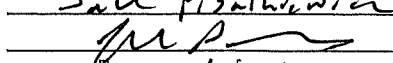


APPENDIX E

EXAMPLE DAILY LOGS AND WEEKLY REPORTS

PM ENVIRONMENTAL, INC.
Daily Field Report

Date: 6.20.22	Weather: overcast	PM Personnel on Site:
SOW/Purpose: Excavation oversight	Jake Pisarchewicz	
Project Name: Bradley Leasing		
Project Number: 01-8986-0-022	Scale Calibration Initial Weight ("nickle method"):	
PID meter (make/model): mini Ra LT	Starting PID Reading: 102.5	Time: 0830
Cal. Gas: <input checked="" type="checkbox"/> Isobutylene <input type="checkbox"/> Other:	Interim PID Reading:	Time:
Concentration of Cal. Gas: 5.2	Ending PID Reading:	Time:
Decon. Equip. Used: <input type="checkbox"/> Power Washer <input type="checkbox"/> 55-gallon drum <input type="checkbox"/> Distilled Water <input type="checkbox"/> Alconox <input type="checkbox"/> TSP <input type="checkbox"/> 5-gallon bucket <input type="checkbox"/> Brush		
TIME	FIELD NOTES	
0630	Load / prep	
0700	mob to site	
0730	on site, noticed silt fencing had already been installed - Talked w/ employee of Bradley Leasing, Rhode had been out on Friday to set up silt fence.	
0800	GPRS on site & began marking out utilities & septic field	
0800	Rhode on site (Joey)	
0830	Trucks began arriving	
0900	Began digging along silt fence line - strong odor noticed.	
	Tracked Trucks in/out.	
	Trucks were just turning w/ 20yd loads	
1015	GPRS off site	
	continued w/ excavation	
	screwed soils & collected several samples along the NE wall & floor	
	* Floor seemed to clean up (PID readings < 5) @ around 9' with highest readings in the 5-8' range.	
	- left a few ft of Buffer zone between the silt fence & excavation on the eastern side	
1530	Last Truck out for the Day, 19 total Loads	
	Rhode began cleanup & securing site	
1600	off site for Day	
Drum Inventory: Total Drums: _____ Soil Drums: _____ Water Drums: _____ LNAPL Drums: _____ All Drums Labeled? _____ Condition? _____		
List #, % and contents of drums not 100% full:		

COMPLETED BY (print): Jake Pisarchewicz
SIGNATURE: 
Page 1 of 1

DATE: 6.20.22
Form FF-01 - 2020

PM ENVIRONMENTAL, INC.
Daily Field Report

Date: 6-21-22	Weather: sunny/Hot	PM Personnel on Site:
SOW/Purpose: Excavation oversight	John P. Sashewicz	
Project Name: Bradley Leasing		
Project Number: 8986.0.022	Scale Calibration Initial Weight ("nickle method"):	
PID meter (make/ model):	Starting PID Reading:	Time:
Cal. Gas: <input type="checkbox"/> Isobutylene <input type="checkbox"/> Other:	Interim PID Reading:	Time:
Concentration of Cal. Gas:	Ending PID Reading:	Time:
Decon. Equip. Used: <input type="checkbox"/> Power Washer <input type="checkbox"/> 55-gallon drum <input type="checkbox"/> Distilled Water <input type="checkbox"/> Alconox <input type="checkbox"/> TSP <input type="checkbox"/> 5-gallon bucket <input type="checkbox"/> Brush		
TIME	FIELD NOTES	
0630	Back on site, met w/ Rhode crew	
	Excavation had only a small amount of H2O in it - not a concern.	
0700	First trucks arrived + Began Loading out	
	- Tracked Truck Loads	
	screens walls + Floor of excavation as we proceeded.	
	Still had high PID Readings as we approached the Septic Field	
	Discussed w/ Alan + Decided to Remove Field + Tree.	
	Removed as much C-soil as possible from around the septic Area	
	Collected soil samples from walls / floors	
	still ~ 1000 ppm readings at the extent we could remove to the south.	
	* would come back to clean up this area more.	
1245	Jeremy (E62E) on site to check progress.	
	Discussed Dig + he approved the removal of the septic tank if needed.	
1315	Jeremy off site	
	continued loading out trucks	
1515	Final trucks out for Day - 43 loads out for Day (62 total)	
	Rhode packed up + secured site	
1545	off site for day	
Drum Inventory: Total Drums: _____ Soil Drums: _____ Water Drums: _____ LNAPL Drums: _____ All Drums Labeled? _____ Condition? _____		
List #, % and contents of drums not 100% full:		

COMPLETED BY (print):

SIGNATURE:

Page 1 of 1

DATE: 6-21-22

Form FF-01 - 2020

Daily Field Report

Date: 6-22-22		Weather: Hot, sunny		PM Personnel on Site:	
SOW/Purpose: Excavation oversight		Jake Pisarchewicz			
Project Name: Bradley Levers					
Project Number: 21-8986.0-022		Scale Calibration Initial Weight ("nickle method"):			
PID meter (make/ model): Mini Pro v5		Starting PID Reading: 100.8		Time: 0700	
Cal. Gas: <input checked="" type="checkbox"/> Isobutylene <input type="checkbox"/> Other:		Interim PID Reading:		Time:	
Concentration of Cal. Gas: 100		Ending PID Reading:		Time:	
Decon. Equip. Used: <input type="checkbox"/> Power Washer <input type="checkbox"/> 55-gallon drum <input type="checkbox"/> Distilled Water <input type="checkbox"/> Alconox <input type="checkbox"/> TSP <input type="checkbox"/> 5-gallon bucket <input type="checkbox"/> Brush					
TIME	FIELD NOTES				
0630	Back on site, met w/ Rhode crew went over the landfill quotes from the day before - 1640 tons loaded out so far. ~ 1000 Tons left (about 37 trucks)				
0700	first truck started loading out for day. screened walls + floors + collected several samples				
1230	All samples collected, approaching last corner of excavation. Rhode had to patch + repair a small water line that needed to be cut between the office + garage.				
1300	Began loading in sand Backfill * Total tonnage removed - 2560				
1630	Finished loading in Backfill for the day Packed up, Rhode secured site off site.				
Drum Inventory: Total Drums: _____ Soil Drums: _____ Water Drums: _____ LNAPL Drums: _____ All Drums Labeled? _____ Condition? _____ List #, % and contents of drums not 100% full:					

COMPLETED BY (print):

SIGNATURE:

Page 1 of 1

DATE: 6-22-22

Form FF-01 - 2020

Daily Field Report

[illegible]

COMPLETED BY (print): J. M. Lisakiewicz
SIGNATURE: [Signature]
Page 1 of 1

DATE: 6-23-22
Form FF-01 - 2020



WEEKLY REPORT

PERSONNEL ON SITE		PROJECT #: 01-8986-0-022		
Name:	Affiliation:	DATE: June 24, 2022		
Jake Pisarkiewicz	PM Env.	PAGE: 1 OF 1		
Rohde Brothers Operator	Rohde Brothers Excavating			
Rohde Brothers Helper 1	Rohde Brothers Excavating			
Rohde Brothers Helper 2	Rohde Brothers Excavating	PROJECT NAME: Bradley Leasing Site 1933 Airport Road Midland, MI		
SUMMARY OF CONSTRUCTION ACTIVITIES				
Installation of SESC measures to protect Bensch Drain. Mobilization of excavation equipment. Utility locating and daylightin of utilities near excavation area. Excavation, transportation and disposal of petroleum impacted soil. Backfill and compaction of Class 2 sand.				
DEVIATIONS FROM CONSTRUCTION PLAN				
Excavation area was expanded to the south based on observed contamination. No anticipated impact relative to overall quantities for soil disposal. Set back from large highway sign pole increased based on GPR scan.				
	CONTRACT ITEM	Specified Quantity	Actual Quantities for Week	Percent Complete
1	Utility Locating	1	1	100%
2	SESC Controls	100 L.F.	120 L.F.	100%
3	Soil Excavation, T&D	2,667	2,564	96%
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
PREPARED BY: Alan Nicholls				

APPENDIX F

CERTIFICATION OF MICHIGAN BASED BUSINESS AND RESPONSIBILITY FORMS



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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

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

(Check all that apply):

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

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

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

Bidder shall also indicate one of the following:

- ☒ Bidder qualifies as a Michigan business (provide zip code: 48906)
- ☐ Bidder does not qualify as a Michigan business (provide name of State: _____).
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)



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

Bidder: PM Environmental

Michael T. Kulka

Authorized Agent Name (print or type)

A handwritten signature in blue ink, appearing to read 'M.T. Kulka', is written over a horizontal line.

January 11, 2023

Authorized Agent Signature & Date

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



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

Responsibility Certification

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

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



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

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

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

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

Bidder: PM Environmental

Michael T. Kulka

Authorized Agent Name (print or type)

A handwritten signature in blue ink, appearing to read 'M.T. Kulka', is written over a horizontal line.

January 11, 2023

Authorized Agent Signature & Date

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

APPENDIX G

ACKNOWLEDGEMENT OF ADDENDA FORM

APPENDIX 3
PROFESSIONAL CERTIFICATION
FORMS
(See pages 209- 212)

APPENDIX 4

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

<p align="center">DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2023</p>
--

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$92.50	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$101.50	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates	Current
Premium Rate	\$0.655 per mile
Standard Rate	\$0.440 per mile

* See Select Cities Listing

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

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2023

Michigan Select Cities/Counties		
	CITIES	COUNTIES
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
Out of State Select Cities/Counties		
STATE	CITIES	COUNTIES
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	

APPENDIX 5

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2023

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 Arthur J. Gallagher Risk Management Services, LLC 4000 Midlantic Drive Suite 200 Mount Laurel NJ 08054	CONTACT NAME: Matt Moraski PHONE (A/C, No, Ext): 856.866.3252 E-MAIL ADDRESS: Matthew_Moraski@ajg.com FAX (A/C, No): 86-273-3663
INSURED P.M. Environmental, LLC. 3340 Ranger Rd. Lansing MI 48906	PMENVIR-01 INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Great Northern Insurance Company INSURER C: Bankers Standard Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1637614741**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 <input checked="" type="checkbox"/> Prof. Liability <input checked="" type="checkbox"/> Contractors Poll GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ECP2034012-12	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contract Pollution \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	73583024	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ \$2,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	FFX2034013-12	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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 N	Y	71745612	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions			ECP2034012-12	2/1/2023	2/1/2024	Aggregate Limit \$2,000,000
A	Claims Made			ECP2034012-12	2/1/2023	2/1/2024	SIR \$25,000

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

RE: 2023 Environmental Services ISID Number 939

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are named as additional insureds for General, Pollution and Automobile Liability that includes Hired and Non-Owned Automobile coverage pursuant to the policy terms, conditions, definitions and exclusions. Waiver of subrogation, except where waiver is prohibited by Law.

CERTIFICATE HOLDER**CANCELLATION**

State of Michigan
Attn: Anne Watros
3111 West 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2034012-12	2/1/2023	2/1/2024	2/1/2023

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

- Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 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** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

- Required by the contract or agreement described in Paragraph I.1.; or
 - Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI –

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. 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 contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.