ISID - Environmental (Billing Rate) Indefinite-Scope, Indefinite-Delivery Contract R 02/28/19



# 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

#### Point Blue, LLC P. O. Box 304 St. Joseph, MI 49085

the Prime Professional Services Contractor, hereinafter called the

Professional. WHEREAS the Department proposes securing

professional services for:

#### Indefinite-Scope, Indefinite-Delivery Contract No. 00940

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:

- 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		

Project Types and Services Offered												
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
X X	X	X	X	X				Х			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:

Point Blue, LLC

Firm Name Mark C. Seaman

Signature

President

Title

#### FOR THE STATE OF MICHIGAN:

Flack

March 6, 2023

Director, DTMB | SFA | Design and Construction

Date

-5-

VS0196564

SIGMA Vendor ID Number

3/3/23

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 Professional design claims or litigation for. the firm's final 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 drawings/specifications, development/reviews of 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, guality 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 consumable supplies, replacement parts, 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 <u>less than</u> 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 rate include, without exception. billina shall 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 <u>more than</u> onehundred (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 <u>http://www.michigan.gov/SIGMAVSS</u> 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 if 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 noncontributing 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 selfinsurance 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 <u>http://www.ambest.com</u>.
- (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 L	iability Insurance					
Minimum Limits: \$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					
Minimum Limits: \$2,000,000 General Aggregate	Professional must have their policy follow form.					
Automobile Liabi	lity 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' Compense	ation Insurance					
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.					
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.						
Professional Liability (Errors and Omissions) Insurance						
Minimum Limits: \$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 certificate rectangle labeled "Description the in the oblong space 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

- (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 maybe 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		PROPOSAL DUE DATE					
Various		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		TELEPHONE NUMBER					
Bridget Walsh		(517) 420-6379					
DTMB - DCD PROJECT DIRECTOR		TELEPHONE NUMBER					
Indumathy Jayamani (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 <u>five business</u> <u>days prior to the meeting date</u> (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: <u>smithD76@michigan.gov</u>. The <u>email "Subject" must include (facility name, project name, date, and time of Pre-Proposal Walk</u> <u>Through Meeting</u>).

#### 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 (<u>WatrosA@michigan.gov</u>) and Don Klein (<u>KleinD4@michigan.gov</u>).
- 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 <u>jayamanii1@michigan.gov</u> 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 <u>Purpose</u>

This Request for Proposals invites the prospective professional service contractor (Professional) to prepare a gualifications 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. <u>PROPOSALS SHALL BE RETURNED</u> <u>TO THE ISSUING OFFICE via State of Michigan Procurement website – SIGMA VSS</u>.

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: jayamanii1@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 <u>jayamanii1@michigan.gov</u> 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 <u>Responsibilities of Professional</u>

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 <u>sigma-procurement-helpdesk@michigan.gov</u>

# 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-I 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 <u>Questionnaire</u>

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 <u>References</u>

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 <u>more than</u> 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. <u>Primary Professional and Sub-consultant(s) – Position, Classification and</u> <u>Employee Billable Rate Information</u>

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. <u>Reimbursable Expenses – for Individual Assigned Projects</u>

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

<u>SALARIES</u> :	EMPLOYEE BENEFITS:	INSURANCE:
Principals (Not Project	Hospitalization	Professional Liability Insurance
Clerical / Secretarial	Employer's Federal Insurance Contributions Act (FICA)Tax	Flight and Commercial Vehicle
Technical (Not Project Related)	Unemployment Insurance	Valuable Papers
Temporary Help Tax Technical Training Recruiting Expenses	Federal Unemployment Disability Worker's Compensation Vacation Holidays Sick Pay Medical Payments Pension Funds Insurance - Life Retirement Plans	Office Liability Office Theft Premises Insurance Key – Personnel Insurance Professional Liability Insurance
TAXES:	SERVICES (PROFESSIONAL)	EQUIPMENT RENTALS:
Franchise Taxes Occupancy Tax Unincorporated Business Tax	Accounting Legal Employment Fees	Computers Typewriter Bookkeeping
Single Business Tax Property Tax Income Tax	Computer Services Bond) Research Project / Contract Bond	Dictating Printing Furniture and Fixtures Instruments

### OFFICE FACILITIES: LOSSES:

### FINANCIAL:

Rents and Related Expenses Utilities Cleaning and Repair Bad Debts (net)

Depreciation

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

Specifications (other than

Drawings (other than

Contract Bidding documents)

Contract Bidding documents)

### SUPPLIES:

## Postage

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

Xerox / Reproduction

Photographs

PRINTING AND

DUPLICATION:

### 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

Yearly Hourly Billing Rate Increase

### XYZ, Inc. ≈2%

	<del>n</del>			
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

	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
	I		

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

# 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



# **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 Stat	e:).
--	------

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.



# **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.



- 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.





# 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
- 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.

<u>Ineligible Costs</u> - 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.

<u>Billing Rates</u> - 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.

<u>Downtime for Equipment and Supplies</u> - 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 subconsultants/subcontractors, the Professional will list the date of the subconsultant/subcontractor work, name of the sub-consultant/subcontractor, description of work conducted, and the cost. The cost for each category will be totaled.

<u>Contract Close-Out</u> – 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 subconsultants/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 <u>NOT</u> 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. <u>Staff time and costs to correct errors, omissions, and deficiencies in the work are not reimbursable.</u> 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

 Full Name: <u>Click or tap here to enter text.</u> Address: <u>Click or tap here to enter text.</u> Telephone and Fax: <u>Click or tap here to enter text.</u> Website: <u>Click or tap here to enter text.</u> SIGMA Vendor ID: <u>Click or tap here to enter text.</u>

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

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)? <u>Click or tap here to enter text.</u>

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. <u>Click or tap here to enter text.</u>

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: <u>Click or tap here to enter text.</u>

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. <u>Click or tap here to enter text.</u>
- 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
- D Nuclear Waste Management / Disposal / Remediation
- Der-& Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation
- D 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)
- U 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?  $\Box$ Yes  $\Box$ 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. <u>Level 1</u> (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. <u>Level 2</u> (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	Year	Year	Year	Year
		2023	2024	2025	2020	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       Form appro         OMB No. 2       Approval e.         (see accompanying instructions before completing this form)       Approval e.							
	í		/				
1. RECIPIENT 2. ASSISTANCE IDENTIFICATION N							
3. NAME CONTRACTOR OR SUBCONTRACTOR 4. DATE OF PROPOSAL							
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP Code) 6. TYPE OF SERVICE TO BE FURNISHE							
TELEPHONE NUMBER(Include Area Code)							
PART II - COST SUMM	IARY	,					
7. DIRECT LABOR (specify labor categories)	EST H	IMATED OURS	HOURLY RATE	ESTIMATED COST	TOTALS		
			\$	\$			
DIRECT LABOR TOTAL:				ESTIMATED	\$		
8. INDIRECT COSTS (Specify indirect cost pool)	R	RATE	x BASE =	COST			
				•			
INDIRECT COSTS TOTAL:					\$		
9. OTHER DIRECT COSTS							
a. TRAVEL				COST			
(1) TRANSPORTATION				\$			
(2) PER DIEM				\$			
TRAVEL SUBTOTAL:				\$			
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	(	QTY	COST	COST			
			φ	φ			
EQUIPMENT SUBTOTAL:							
c. SUBCONTRACTS ESTIMATED COST							
				\$			
SUBCONTRACTS SUBTOTAL:				\$			
d. OTHER (Specify categories)				COST			
			1	Ψ	1		
OTHER SUBTOTAL:				\$			
e. OTHER DIRECT COSTS TOTAL:					\$		
10.TOTAL ESTIMATED COST					\$		
11. PROFIT							
					φ		

	PART III - PRICE SUMMARY		
13. COMPETITOR'S CATALO	G LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES		PROPOSED
(max			TRIOL
			-
			-
			1
			-
			-
			1
			\$
	PART IV - CERTIFICATIONS		
14 CONTRACTOR			
14a. HAS A FEDERAL AGENCY OR FEDERA RECORDS IN CONNECTION WITH ANY	OTHER FEDERAL ASSISTANCE AGREEMENT OR CONTRACT W	EVIEW OF YOUR A	CCOUNTS OR 2 MONTHS2
YES NO (If "Yes" give name,	address, and telephone number of reviewing office)		
14b. THIS SUMMARY CONFORMS WITH TH	E FOLLOWING COST PRINCIPLES		
14c. This proposal is submitted for use in conn	ection with and in response to:		
(1)			
This is to certify to the best of my knowled	ge and belief that the cost and pricing data summarized herein are	(2) [	DATE
complete, current, and accurate as of:			
I futher certify that a finacial management understand that the subagreement price n	capability exists to fully accurately account for the finacial transaction hav be subject to downward renegotiation and/or recomment where the	s under this project.	I further certify that I
determined, as a result of audit, not to have	e been complete, current, and accurate as of the date above.		ionig data have zee.
(3) TITLE OF PROPOSER	SIGNATURE OF REVIEWER	DAT	TE OF EXECUTION
15. RECIPIENT REVIEWER			
I certify that I have reviewed the cost/price	summary set forth herein and the proposed cost/price appear accept	able for subagreeme	nt award.
	SIGNATURE OF REVIEWER	DAT	IE OF EXECUTION
16. EPA REVIEWER			
	SIGNATURE OF REVIEWER	DAT	IE 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 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:

a. The method of estimating proposed hours worked.

b. The computation techniques used in arriving at proposed labor rates.c. The specific documents, books or other records used as factual source material to develop proposed hours worked and labor rates.

d. 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 though 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 costs principles include, but are not limited to, entertainment, interest on borrowed capital, and bad debits. Because the Government considers "profit" to be the excess of price over allowable costs, such computation can indicate a higher profit estimate that 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.

ISID - Environmental (Billing Rate) Indefinite-Scope, Indefinite-Delivery Contract R 02/28/19



## 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:

- 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.

	R	egior	าร						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 Professional claims or litigation for. the 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 guotation 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, guality 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 <u>less than</u> 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 billina 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** onehundred (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 <u>http://www.michigan.gov/SIGMAVSS</u> 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 if 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 noncontributing 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 selfinsurance 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 <u>http://www.ambest.com</u>.
- (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							
Minimum Limits: \$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 Liabi	lity Insurance						
Minimum Limits: \$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' Compensa	ation Insurance						
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.						
Employers Liabil	ity Insurance						
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.							
Professional Liability (Er Insurar	rors and Omissions) nce						
Minimum Limits: \$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) ***						
Minimum Limits: \$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.					

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

- (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 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 Contract 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.

# PROJECT/PROGRAM STATEMENT

# PROFESSIONAL'S PROPOSAL

# **PROFESSIONAL CERTIFICATION FORMS**

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

CERTIFICATES OF INSURANCE



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.

DATE ISSUED
December 7, 2022
FILE NUMBER
N/A
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 then 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 subconsultants/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.

## PROFESSIONAL'S PROPOSAL

Part I - Technical Proposal

Minor State Capital Outlay Projects For Indefinite-Service, Indefinite-Delivery, Not-to-Exceed Fee and Billable Rate Professional Services for Department of Technology, Management and Budget 2023 Environmental ISID Various Locations, Michigan

10 January 2023

Prepared for:

Department of Technology, Management and Budget State Facilities Administration Design and Construction Division 3111 W. St. Joseph Street Lansing, Michigan 48909



## Point Blue, LLC P.O. Box 304 St. Joseph, Michigan 49085 (269) 934-3737 www.pointblu.com

Part I - Technical Proposal

Minor State Capital Outlay Projects For Indefinite-Service, Indefinite-Delivery Not-to-Exceed Fee, Billable Rate Professional Services for Department of Technology, Management and Budget 2023 Environmental ISID Various Locations, Michigan

Point Blue Project No. C0011

## 10 January 2023

Point Blue, LLC (Point Blue) is pleased to present this technical and cost proposal for the performance of professional environmental consulting services for the Indefinite-Service, Indefinite-Delivery (ISID), Not-to-Exceed Fee and Billable Rate Request for Proposals (RFP) issued by the Department of Technology, Management and Budget (DTMB).

Point Blue is in receipt of Addendum No. 1 dated 7 December 2022 and Addendum No. 2 dated 21 December 2022. As indicated by the DTMB, the *Proposal Format – Technical Part* is being addressed and completed by Point Blue in the form of the Questionnaire for Professional Services. The questionnaire is presented as Attachment 1.

Point Blue appreciates the opportunity to present this cost proposal and qualifications for the performance of professional environmental consulting services for the State of Michigan DTMB. If awarded, Point Blue will diligently perform the project sites promptly and professionally.

Should you have any questions regarding the contents of this proposal, Point Blue's qualifications and experience, or if you require further information, please do not hesitate to contact our office at (269) 934-3737.

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Mark C. Seaman, CPG President

## Attachment 1

Questionnaire for Professional Services



### 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

 Full Name: Point Blue, LLC Address: P.O. Box 304, St. Joseph, MI 49085 Telephone and Fax: 269-934-3737, no fax Website: www.pointblu.com E-Mail: mark@pointblu.com SIGMA Vendor ID: VS0196564

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: Point Blue has a Kalamazoo, MI office that is staffed by two individuals that could assist the St. Joseph, MI office.

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)? P.O. Box 304, St. Joseph, MI 49085

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. Mark C. Seaman, President, P.O. Box 304, St. Joseph, MI 49085, mark@pointblu.com, 269-934-3737.

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: MI, 10/26/2020

Include a brief history of the Professional's firm: Point Blue is an extremely professional and diversely qualified environmental and compliance consulting firm specializing in Michigan's

environmental regulations. Point Blue provides environmental consulting services, including property transfer and due care, site investigation and site remediation, storage tanks, natural resources, and brownfield programs.

- 3. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. An organizational chart and resumes are attached in Attachment 2.
- 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.

Yes, Point Blue, LLC evolved from the dissolution of Prism Science & Technology, LLC (Prism) in 2021.

(a) The founding members (a 50/50 ownership structure) of Prism agreed to dissolve the company in September 2021 due a several issues including, but not limited to, non-compete conflicts between the two members and differences in opinion regarding overall corporate succession planning. Through legal mediation and a formal agreement executed by both members, the dissolution included a systematic and coordinated allocation of the assets, existing and former clients, on-going projects, and professional staff. One of the members (Mark C. Seaman, CPG) and all remaining Prism professional staff began operations as Point Blue, LLC in October 2021.

(b) Other than what could be simply considered a corporate rebranding and office relocation, the transition of projects and clients from Prism to Point Blue has been seamless and without dispute. All professional capabilities and service areas offered by Prism were preserved and continue to be offered by Point Blue. Existing clients and subcontractors were clearly informed of the purpose for and mechanics of the transition to Point Blue. Through this transpariency, these professional relationships and referal netorks were maintained. Prism continued its professional insurance policy (errors and ommission and pollution liablity) for an additional 12 months allowing for a complete overlap of insurance coverage with Point Blue. All work in process and reporting deadlines were maintained, project performance remained superior, and the resulting company and employee morale is stronger because of the transformation. Point Blue continues to serve the clients and market area that were supported since the start of Prism in 1997. While the name and logo have changed, the professional environmental staff, business relationships, approach to projects, and experience level remain intact.

5. Provide a four year rate schedule per position. See attached included in 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
- Servironmental/ Roto Sonic Drilling / Well Abandonment
- Ground Penetrating Radar (GPR) / Laser-Induced Fluorescence (LIF) Field Screening
- □ Landfill Maintenance / Monitoring
- D 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)
- Solution 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: Yes. Currently, Point Blue has been conducting professional environmental consulting services in compliance with the Department of Environment, Great Lakes, and Energy (EGLE) regulations at eight leaking underground storage tanks sites which are funded under the Michigan's Underground Storage Tank Authority (MUSTA). In addition, Prism Science & Technology, LLC maintained a previous ISID contract (ISID No.: 00544, File No.: 761/19045.SAR, Contract No.: Y19052). As discussed above in Article 1, Section 4 above, Prism ceased operations in September 2021 and Point Blue assumed the environmental consulting, natural resources, and environmental and construction training services areas of the former company. Professional employees that were at Prism at the time of ceasing operations joined the Point Blue team (including field staff and project management for the ISID contract). All professional capabilities and service areas offered by Prism were preserved and continue to be offered by Point Blue and the transition of projects and clients from Prism to Point Blue has been seamless and without dispute. Point Blue has also mantained the Kalamazoo Training Center, which is managed by Elgie Brad Shook, which provides HAZWOPER (40-hours and 8-hour refresher), Asbestos (8-hour asbestos contractor/supervisor and 4-hour inspector refresher via on-line), and Industrial/Construction Site Safety courses.

#### ARTICLE 5: CAPACITY AND QUALITY

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

All deliverables will undergo strict and consistent QA/QC procedures for accuracy to ensure that each project is receiving the level of attention required to provide the specified service. QA/QC associated with field activities follows corporate policies as well as work plans developed. SOPs have been developed to assure specific adherence to approved methodology and to ensure consistent application of techniques and data collection objectives.

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.

It is the understanding of Point Blue that the DTMB has developed a process for the prospective PSC for ISID contracts. If selected, the DTMB may provide a specific proposal for a particular project. Point Blue would be required to effectively perform tasks at assigned sites through appropriate screening/investigation and/or remedial/corrective action plan to successfully complete the assigned project in accordance with the project specifications. Point Blue would work closely with bothe the contact at the State Agency and the DTMB.

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

Any bidder wishing to use materials other than those specified shall submit a written request to Point Blue not later than seven days prior to due date for bids. The request shall be accompanied by product data to permit evaluation and comparison with specified products or materials. An examination and evaluation of product data will be made by Point Blue. If found acceptable, an addendum will be issued to each bidder that they may include the substitution as an option (alternate) in their bid. The addendum will make clear that any bidder wishing to utilize the substitution must clearly identify it as an alternate within their final bid documents.

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

Any contractor wishing to use materials or detail with shop drawing submittals or in construction other than those specified shall submit a written request to Point Blue immediately. The request shall be accompanied by product data to permit evaluation and comparison with specified products or materials. An examination and evaluation of product data will be made by Point Blue. If submittal is acceptable, it will be marked "approved" or "approved with changes noted". If submittal is not acceptable and has extension corrections, it will be marked "approved with changes noted" or "approved" or "approved

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

The Chief Geologist or selected key personnel may communicate with the State, depending on the service area. Consistent communication via email or telephone to the State Agency's contact person would be frequent, so as to avoid unncessary misunderstandings.

- 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.

Construction cost estimates are derived from a number of different methods and sources, including but not limited to, known unit price data from other similar projects and/or material types, vendor information, project duration, and solicited input from general and specialty contractors who are experienced with similar project and material types being specified. These methods are highly typical and are prevalent throughout the public and private construction industries.

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

Minimizing potential construction cost over-runs begins in early project development and continues throughout the detailed design phase and construction phase of any given project. Quality project design, detailed project specifications, and highly accurate quantity estimates are essential for minimizing cost over-runs during the construction phase. The ability to think the project through during the preparation of project specifications and quantity estimation greatly minimizes the potential for cost over-runs later in the project.

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

See note %. Note: The percentage could vary significantly between the project type, project value, or services requested. A typicala range could be 6% to 22%.

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

See note %. Note: The portion could vary significantly depending on the specific task requested.

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.)

Five days to two weeks is typical.

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

A construction bidder is considered to be responsive and responsible if they are timely with their bid submittal (i.e., bid submitted on time) and they have met the conditions of, and have included all information required in the Instructions to Bidders including, but not limited to, bid sheet, legal documents, insurance documentation, bid bonding, and qualification statements.

5.15 Describe your experience with similar ISID contracts.

Mark Seaman, CPG and President of Point Blue has been involved with numerous Statefunded projects through the former CMI program as a PSC, numerous TRP sites, was on the Hazardous Waste Removal Services Contract within the former MDEQ, and held ISID contract no. 00544 with the DTMB.

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

If it is a change in project scope which involves established pay items and their associated quantities and unit prices, then the requested additional compensation could be determined and/or negotiated based on those alone, or in conjunction with any Schedule of Values submitted with the original bid. If the change in project scope is an unspecified or new pay items, then the requested compensation can be determined by negotiation based on fair market value of, or based on unit prices typical of, similar work on other projects.

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? Refer to Attachment 4.

⊠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, refer to Attachment 2.

⊠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:

<u>Key Personnel 1</u> Name: Mark C. Seaman, CPG Job Title: Chief Geologist Labor Classification: P4 College Degree(s): B.S. Geology

Has this individual successfully completed 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training with an up to date 8 hour HAZWOPER refresher training?  $\square$ Yes  $\square$ No

Key Personnel 2 Name: Shea H. Muller, P.E. Job Title: Project Manager/Engineer (Remediation Team Lead, Senior Engineer) Labor Classification: P3 College Degree(s): B.S. Mechanical Engineering 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: Mark A. Turner Job Title: Project Manager (Characterization Team Lead) Labor Classification: P3 College Degree(s): B.S. Fisheries and Wildlife Management 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: Alison Gaye Blind Job Title: Project Manager (Natural Resources Team Leader, Senior Biologist) Labor Classification: P3 College Degree(s): B.S. Wildlife Science Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? □Yes ⊠No

Key Personnel 5 Name: Elgie Brad Shook Job Title: Director of Training Labor Classification: P3 College Degree(s): B.S. Geology Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? ⊠Yes □No

<u>Key Personnel 6</u> Name: Chloe A. Borton, LPG Job Title: Project Geologist Labor Classification: P3 College Degree(s): B.A./B.S. Environmental Geoscience Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? XYes DNo

Key Personnel 7 Name: Marcy D. Wade Job Title: Project Scientist Labor Classification: P2 College Degree(s): B.S. Anthropology Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? ⊠Yes □No

<u>Key Personnel 8</u> Name: Christopher W. Wentworth Job Title: Project Engineer Labor Classification: P1 College Degree(s): B.S. Biosystems Engineering, B.S. Economics 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: Nathaniel A. Turner Job Title: Field Technician Labor Classification: T1 College Degree(s): N/A Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? ⊠Yes □No

<u>Key Personnel 10</u> Name: Sandra K. Tjader-Kempski Job Title: Technical Support/COO Labor Classification: TS College Degree(s): N/A 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?  $\square$  Yes  $\square$ No

6.5 Are the resumes for the key personnel provided? Yes, refer to Attachment 2.  $\square$  Yes  $\square$ 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).

As discussed above, Point Blue, LLC evolved from the dissolution of Prism Science & Technology, LLC (Prism) in 2021. The two founding members of Prism agreed to dissolve the company and through legal mediation and a formal agreement, the dissolution included a systematic and coordinated allocation of the assets, existing and former clients, on-going projects, and professional staff. While Point Blue has only been incorporated for a short time, as discussed above, its experience builds on 25 years of professional service under Prism. All professional capabilities and service areas offered by Prism were preserved and continue to be offered by Point Blue. While the name and logo have changed, the professional environmental staff, business relationships, approach to projects, and experience level remain intact.

## 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 - Asbestos

Project Name: Former Sanctuary Structure Project Address: 5712 Sawyer Road Key Personnel: Mark Turner Project City / State / Zip: Sawyer, MI 49125 Contact Name / Phone Number / Email Address: Bevery Kohn, (269) 426-3342, bjkohn@corvettecentral.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #2 Reference Information – Asbestos/Air Monitoring

Project Name: Asbestos/Air Monitoring Project Address: 2200 Auditorium Drive Key Personnel: Elgie Brad Shook Project City / State / Zip: Kalamazoo, MI 49008 Contact Name / Phone Number / Email Address: Jacob Woods, (269) 387-5589, jacob.woods@wmich.edu Project Description: Refer to Attachment 3 – Project Summaries

#### Project #3 Reference Information – Free Product

Project Name: Pri Mart Quik Shop #1 Project Address: 5681 Cleveland Avenue Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Christopher Wentworth, Nate Turner Project City / State / Zip: Stevensville, MI 49127 Contact Name / Phone Number / Email Address: Craig Marzke, (269) 983-7314, csmarzke@primarpetro.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #1 Reference Information – Brownfield Development

Project Name: Former Gasoline Station Project Address: 985 E. Napier Avenue Key Personnel: Mark Seaman, Chloe Borton Project City / State / Zip: Benton Harbor, MI 49022 Contact Name / Phone Number / Email Address: James Paul, (630) 476-7606, jpaul@jparealestate.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #2 Reference Information – Brownfield Development

Project Name: Former Smith Steel Fabricating Company Project Address: 1185 Milton Street Key Personnel: Mark Seaman, Mark Turner, Chloe Borton Project City / State / Zip: Benton Harbor, MI 49022 Contact Name / Phone Number / Email Address: Dale Kleber, (630) 280-9484, dale@tetrahorticulture.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #3 Reference Information – Brownfield Development

Project Name: Former Gasoline Station/Industrial Facility Project Address: 6405 and 6425 W. Main Street Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Chloe Borton Project City / State / Zip: Eau Claire, MI 49111 Contact Name / Phone Number / Email Address: Frank Petrowski, (269) 999-6299, alcmaintenance.biz@gmail.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #1 Reference Information – Wetland Consulting

Project Name: Sterling Heights Properties Project Address: 52981 28<sup>th</sup> Avenue Key Personnel: Alison Gaye Blind Project City / State / Zip: Bangor, MI 49013 Contact Name / Phone Number / Email Address: Greg Dandino, (847) 962-6058, gregdandino@gmail.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #2 Reference Information – Bluff and Shoreline Assessment

Project Name: High Point Lane Limited Bluff and Shoreline Assessment Project Address: 50005 High Point Lane Key Personnel: Alison Gaye Blind Project City / State / Zip: Grand Beach, MI 49117 Contact Name / Phone Number / Email Address: Darin Hurn, (574) 303-2455 Project Description: Refer to Attachment 3 – Project Summaries

#### Project #3 Reference Information – Pond Assessment/Lake Management Action Plan

Project Name: Pond Assessment/Lake Management Action Plan Project Address: 77326 Le Lac Appelle Key Personnel: Alison Gaye Blind Project City / State / Zip: Covert, MI 49043 Contact Name / Phone Number / Email Address: Joseph Dailey, (312) 399-9287, joedaileycpa@gmail.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #1 Reference Information – Environmental Investigation

Project Name: Baroda Tire Center Too, Inc. Project Address: 708 S. Red Bud Trail Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Christopher Wentworth Project City / State / Zip: Buchanan, MI 49107 Contact Name / Phone Number / Email Address: LaVonne Wheeler, (269) 861-2576, jackwheeler1@comcast.net Project Description: Refer to Attachment 3 – Project Summaries

#### Project #2 Reference Information – Environmental Investigation

Project Name: Value Mart Project Address: 921 Main Street Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Christopher Wentworth Project City / State / Zip: St. Joseph, MI 49085 Contact Name / Phone Number / Email Address: Rajbir Singh, (269) 369-4792, rsingh5557@aol.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #3 Reference Information – Environmental Investigation

Project Name: Geib Oil Company, Martin Bulk Plant Project Address: 1621 11<sup>th</sup> Street Key Personnel: Mark Seaman, Shea Muller, Mark Turner Project City / State / Zip: Martin, MI 49070 Contact Name / Phone Number / Email Address: Nate Whitmyer, (269) 567-3500, whitmyern@michigan.gov Project Description: Refer to Attachment 3 – Project Summaries

#### Project #1 Reference Information – Environmental Drilling

Project Name: Former Gasoline Station Project Address: 44780 Blue Star Highway Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Christopher Wentworth Project City / State / Zip: Coloma, MI 49038 Contact Name / Phone Number / Email Address: Alvin Walker, (312) 307-3350, ajwalker@lakejericho.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #2 Reference Information – Environmental Drilling

Project Name: Dollar General Project Address: 9187 US 31 Highway Key Personnel: Mark Seaman, Shea Muller, Mark Turner Project City / State / Zip: St. Joseph, MI 49085 Contact Name / Phone Number / Email Address: Marivel Kissinger, (269) 240-0025, marivel79@icloud.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #3 Reference Information – Environmental Drilling

Project Name: Pri Mart Quik Shop Station #4 Project Address: 6485 W. Main Street Key Personnel: Mark Seaman, Shea Muller, Mark Turner Project City / State / Zip: Eau Claire, MI 49111 Contact Name / Phone Number / Email Address: Craig Marzke, (269) 983-7314, csmarzke@primarpetro.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #1 Reference Information – Ground Penetrating Radar

Project Name: Former Gasoline Station/Industrial Facility Project Address: 6405 and 6425 W. Main Street Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Chloe Borton Project City / State / Zip: Eau Claire, MI 49111 Contact Name / Phone Number / Email Address: Frank Petrowski, (269) 999-6299, alcmaintenance.biz@gmail.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #2 Reference Information – Ground Penetrating Radar

Project Name: Former Gasoline Station Project Address: 44780 Blue Star Highway Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Christopher Wentworth Project City / State / Zip: Coloma, MI 49038 Contact Name / Phone Number / Email Address: Alvin Walker, (312) 307-3350, ajwalker@lakejericho.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #3 Reference Information – Laser-Induced Fluorescence

Project Name: Geib Oil Company, Martin Bulk Plant Project Address: 1621 11<sup>th</sup> Street Key Personnel: Mark Seaman, Shea Muller, Mark Turner Project City / State / Zip: Martin, MI 49070 Contact Name / Phone Number / Email Address: Nate Whitmyer, (269) 567-3500, whitmyern@michigan.gov Project Description: Refer to Attachment 3 – Project Summaries

#### Project #1 Reference Information – Phase I/Phase II/Baseline Environmental Assessment

Project Name: Law & Title Building, Unit 5 and Common Elements Project Address: 811 Ship Street Key Personnel: Mark Seaman, Mark Turner, Chloe Borton Project City / State / Zip: St. Joseph, MI 49085 Contact Name / Phone Number / Email Address: Mowitt Drew, (269) 591-6915, mdrew@kotzsangster.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #2 Reference Information – Phase I/Phase II/Baseline Environmental Assessment

Project Name: Former Hermel Die Casting Corporation Project Address: 7240 First Street Key Personnel: Mark Seaman, Mark Turner Project City / State / Zip: Eau Claire, MI 49111 Contact Name / Phone Number / Email Address: Chris Walters, (423) 488-0660, cjwalters@gmail.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #3 Reference Information – Phase I/Phase II/Baseline Environmental Assessment

Project Name: Dollar General Project Address: 9187 US 31 Highway Key Personnel: Mark Seaman, Mark Turner, Chloe Borton Project City / State / Zip: St. Joseph, MI 49085 Contact Name / Phone Number / Email Address: Marivel Kissinger, (269) 240-0025, marivel79@icloud.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #1 Reference Information – Remediation Systems/Design/Construction Oversight/O&M

Project Name: Former Farmer's Supply Company Project Address: 40190 C.R. 388 Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Chris Wentworth Project City / State / Zip: Bloomingdale, MI 49026 Contact Name / Phone Number / Email Address: Andrew Fleming, (269) 637-5255, afleming@flemingbrothersoil.com Project Description: Refer to Attachment 3 – Project Summaries

#### <u>Project #2 Reference Information – Remediation Systems/Design/Construction</u> <u>Oversight/O&M</u>

Project Name: Value Mart Project Address: 921 Main Street Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Christopher Wentworth Project City / State / Zip: St. Joseph, MI 49085 Contact Name / Phone Number / Email Address: Rajbir Singh, (269) 369-4792, rsingh5557@aol.com Project Description: Refer to Attachment 3 – Project Summaries

#### <u>Project #3 Reference Information – Remediation Systems/Design/Construction</u> <u>Oversight/O&M</u>

Project Name: Marathon Gasoline Station Project Address: 50980 State Road 13 North Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Christopher Wentworth Project City / State / Zip: Middlebury, IN 46540 Contact Name / Phone Number / Email Address: Monte Singh, (574) 825-8929, monte@gallopsusa.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #1 Reference Information – Underground Storage Tank Removal

Project Name: Former Gasoline Station Project Address: 44780 Blue Star Highway Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Christopher Wentworth Project City / State / Zip: Coloma, MI 49038 Contact Name / Phone Number / Email Address: Alvin Walker, (312) 307-3350, ajwalker@lakejericho.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #2 Reference Information – Soil Excavation

Project Name: 401 River Street Project Address: 401 River Street Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Christopher Wentworth Project City / State / Zip: Buchanan, MI 49107 Contact Name / Phone Number / Email Address: Mike Baker, (269) 591-0945, mbaker@cityofbuchanan.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #3 Reference Information – Soil Excavation

Project Name: Dollar General Project Address: 9187 US 31 Highway Key Personnel: Mark Seaman, Shea Muller, Mark Turner Project City / State / Zip: St. Joseph, MI 49085 Contact Name / Phone Number / Email Address: Marivel Kissinger, (269) 240-0025, marivel79@icloud.com Project Description: Refer to Attachment 3 – Project Summaries

#### <u>Project #1 Reference Information – Vapor Intrusion Assessment/Risk Management/</u> <u>Design/Installation/O&M</u>

Project Name: 105 Main Street and 106 Court Street Project Address: 105 Main Street and 106 Court Street Key Personnel: Mark Seaman, Shea Muller, Mark Turner, Christopher Wentworth Project City / State / Zip: St. Joseph, MI 49085
Contact Name / Phone Number / Email Address: Julie Thomsen, (269) 325-0141, rjholdings105@gmail.com Project Description: Refer to Attachment 3 – Project Summaries

#### <u>Project #2 Reference Information – Vapor Intrusion Assessment/Risk Management/</u> <u>Design/Installation/O&M</u>

Project Name: Goods and Heroes Project Address: 8 Maple Street Key Personnel: Mark Seaman, Shea Muller, Mark Turner Project City / State / Zip: Three Oaks, MI 49128 Contact Name / Phone Number / Email Address: Suzanna Bierwirth, (312) 450-4002, suzannabierwirth@gmail.com Project Description: Refer to Attachment 3 – Project Summaries

#### Project #3 Reference Information – Vapor Intrusion Assessment

Project Name: Hoffman Industries, Inc. – Michigan Tube Division Project Address: 6400 Love Road Key Personnel: Mark Seaman, Shea Muller, Mark Turner Project City / State / Zip: Eau Claire, MI 49111 Contact Name / Phone Number / Email Address: Stephen Owens, (610) 678-8051, spowens@hofmann.com Project Description: Refer to Attachment 3 – Project Summaries

Page 16

# Attachment 2

Organizational Chart and Resumes



Mr. Seaman is a Certified Professional Geologist with over 35 years of professional experience in the environmental consulting industry and is the president at Point Blue, LLC. He possesses considerable expertise with respect to site assessment, the risk based corrective action process, Brownfield redevelopment, underground storage tank management, vapor encroachment analysis, remediation, project management, client relations, liability mitigation, and expert witness testimony. His notable analytical skills are integrated with strong business acumen, thorough knowledge of field investigation and regulatory compliance practices, and project management.

#### RESPONSIBILITY

Mr. Seaman is responsible for all aspects of business development and project management for Point Blue, LLC including organization, marketing, opportunity identification, project design, client coordination, data acquisition/collection, data interpretation, regulatory liaison, and technical document preparation.

#### **EDUCATION**

University of Michigan, Ann Arbor, Michigan, Bachelor of Science Degree - Geology

#### CERTIFICATIONS

American Institute of Professional Geologists - Certified Professional Geologist #9187 State of Indiana - Certified Professional Geologist #1603 State of Michigan - Certified Underground Storage Tank Professional CP-24

#### **MEMBERSHIPS**

Geological Society of America National Ground Water Association/Association of Ground Water Scientists and Engineers Michigan Association of Environmental Professionals Southwestern Michigan Association of Realtors Michigan's Great Southwest Sustainable Business Forum Michigan Department of Natural Resources - Volunteer Steward Chikaming Open Lands – Board of Directors

## TRAINING

8-Hour Hazardous Waste Operations for Site Supervisors 40-Hour OSHA Hazardous Waste Operations (HAZWOPER) and Refresher FEMA (Emergency Management Institute) - IS-00100, IS-00200, IS-00700, IS-00800.A Asbestos Contractor/Supervisor Troxler Electronic Laboratories, Inc. - Nuclear Testing Equipment McCrone Research Institute - Microscopical Identification of Asbestos ASTM Risk Based Corrective Action Training Ms. Tjader has over 40 years combined experience in computer applications, office management, and administrative functions. She possesses an extensive knowledge with respect to computer skills, personnel issues, account management, and organizational functions. Ms. Tjader is the chief operating officer at Point Blue, LLC and oversees the company's day-to-day account and administration functions. She understands the concept of productivity and the critical role it plays in business.

#### RESPONSIBILITY

Ms. Tjader provides staff support through contract preparation, various aspects of historical and application research, data compilation, critical editorial review, document formatting, and ultimately ensures that the final product is of the highest quality and completed on schedule.

#### CERTIFICATIONS

State of Michigan - Notary Public

#### PROFESSIONAL HISTORY

<u>Office Manager</u> - Established the company's procedures, operations, and standards; created and maintained the general office and record keeping systems; and provided support to the principals and staff of an environmental and natural resources consulting firm. Managed the general ledger, accounts receivable, and accounts payable; generated cash flow projections, monthly statements, reconciliation reports, graphs/charts, and spreadsheets; entered data from time sheets; and approved and processes expense reports. Implemented and monitored the company's policies, rules, and benefits; and managed payroll, health insurance, employee benefits, and employee files.

<u>Administrative Assistant</u> - Assisted the Division Manager of Site Characterization of a Midwestern environmental and engineering consulting firm with daily business functions, scheduled business and client appointments, and conducted the final review of reports/correspondence for the Site Characterization Department. Supervised word processing/clerical staff.

<u>Word Processing/Clerical</u> - Word processing responsibilities included typing, editing, formatting, critical editorial review, final review, assembly, and maintaining correspondence, memoranda, reports, proposals, statement of qualifications, standard operating procedures, bid documents/specifications, and newsletters. Coordinated interoffice communication, transcribed dictated material, created miscellaneous forms, managed client database, entered data into database and created large mailings, created tables and spreadsheets, created/maintained project listings, and provided support to staff. Clerical responsibilities included answering telephones, greeting clients, inventory and cost control of office supplies and equipment, scheduling training/seminar activities, facsimile transmission, filing, photocopying, processing mail and shipping packages, and deliveries.

Mr. Muller is a licensed Professional Engineer with more than 36 years of combined professional experience in environmental engineering, construction management, and regulatory compliance consulting and is Remediation Team Lead at Point Blue, LLC. He leads projects to satisfy clients' expectations with science and engineering-based solutions to challenging environmental needs. Mr. Muller possesses a successful track record of managing projects, implementing remedial actions, and meeting project deliverable schedules in a cost-effective and professional manner. He implements best practice remedial solutions to a diverse set of sites.

#### RESPONSIBILITY

Mr. Muller specializes in environmental remedial design, remedial action implementation, and oversight of remedial system operation and maintenance through site cleanups. Upon the collection of scientific based data, he develops solutions to environmental impacts, and prepares engineering specifications, engineering plans, and environmental reports. Mr. Muller develops and implements environmental and construction permits. He has extensive experience with state and federal regulators in cleaning up sites of environmental contamination to Michigan's risk-based cleanup levels. Mr. Muller also has experience of working with regulators and clients throughout the Midwest on remediation projects. He has designed and implemented a wide variety of remedial technologies for successful site cleanups.

# **EDUCATION**

Villanova University, Bachelor of Science - Mechanical Engineering

## CERTIFICATIONS

State of Michigan, Licensed Professional Engineer, License No. 6201050556 State of Illinois, Licensed Professional Engineer, License No. 062.058892 State of Indiana, Licensed Professional Engineer, License No. PE10809102

## **MEMBERSHIPS**

Michigan Association of Environmental Professionals

## TRAINING

8-Hour Hazardous Waste Operations for Site Supervisors 40-Hour OSHA Hazardous Waste Operations (HAZWOPER) and Refresher OSHA 10-hour Construction Safety Emergency Planning and Community Right-to-Know Act (SARA Title III) ASTM Risk Based Corrective Action Adult CPR and First Aid Mr. Turner possesses over 20 years of professional experience in the environmental consulting industry and is Characterization Team Lead at Point Blue, LLC. He exhibits substantial knowledge and expertise in areas including site assessment, risk based corrective action, underground storage tank management, client and regulatory agency relations, and general project management. Since entering the field in 2001, his responsibilities have included site plan development, groundwater modeling, statistical evaluation of analytical data, historical research, field operations and oversight, project administration, and report writing specifically involving Phase I Environmental Site Assessments, Phase II Site Investigations, Baseline Environmental Assessments, Underground Storage Tank sites, Leaking Underground Storage Tank facilities, ecological assessments, and wetland assessments.

#### RESPONSIBILITY

Mr. Turner is responsible for all aspects of environmental project management and site characterization including business development, project design, data acquisition, data interpretation, and technical document preparation involving Phase I Environmental Site Assessments, Phase II Site Investigations, Baseline Environmental Assessments, and Part 201 and Part 213 sites.

## **EDUCATION**

Lake Superior State University, Sault St. Marie, Michigan Bachelor of Science Degree - Fisheries and Wildlife Management

## CERTIFICATIONS

State of Michigan, Asbestos Inspector, Accreditation No. A55236

#### **MEMBERSHIPS**

Michigan Association of Environmental Professionals

## TRAINING

24-Hour Asbestos Inspector Training and Refresher 40-Hour OSHA Hazardous Waste Operations (HAZWOPER) and Refresher ITRC and MDEQ Petroleum Vapor Intrusion Training ITRC Light, Non-aqueous Phase Liquids Training Troxler Electronic Laboratories, Inc. - Nuclear Testing Equipment Wetland Delineation/Determination Instruction Mold Remediation and Evaluation Concrete Technician Level I Concrete Strength Testing Technician Level I Density Control Testing Michigan Aggregate Technician Michigan Bituminous Laboratory Technician Level 1 ASTM Risk Based Corrective Action Ms. Blind is a Certified Natural Shoreline Professional and Natural Resource Specialist with over 37 years of combined experience in critical dunes, inland lakes, ponds, streams, Great Lake coastal waters, wetlands, floodplains, and in marine safety and environmental protection response. She has performed specialized technical field work and management in dune vegetation restoration, Great Lake shoreline vegetative bluff stabilization, inland lake shoreline protection, water quality, lakes and ponds, fisheries, fish health diagnostics, fish population dynamics, fish stocking, aquatic plants and animals, aquatic nuisance species, threatened and endangered species, local, state, and federal permitting of environmentally sensitive areas, and in grant writing and outreach education.

#### RESPONSIBILITY

Ms. Blind serves as a scientist for projects involving critical sand dunes, high risk erosion areas, wetlands, inland lake shoreline protection, water quality, fisheries, threatened and endangered species, invasive species, wetlands, floodplains, lakes and streams, biological assessments and surveys, and project management in environmentally sensitive areas.

#### EDUCATION

Purdue University, Bachelor of Science Degree - Wildlife Science Western Michigan University, Advanced Studies - Environmental Biology Capella University, Advanced Studies – Emergency Management

#### CERTIFICATIONS

Management Short Course Certification I & II - Lansing Community College Business Management Advanced Studies - Southwestern Michigan College Michigan Lake and Stream Leaders Institute - Michigan State University Michigan Natural Shoreline Professional Training and Certification – MNSP Michigan Natural Shoreline Educator Training - MNSP

#### **MEMBERSHIPS**

Friends of the St. Joe River Association, Advisory Council Michigan's Great Southwest Sustainable Business Forum Michigan Lake and Stream Associations Michigan Natural Shoreline Partnership (MNSP) Michigan Wetlands Association Two-Rivers Coalition US Coast Guard Auxiliary, ADSO-MS

## TRAINING

Adult CPR and First Aid Agricultural Worker Protection Standard Training 3-Hour Hazardous Waste Operations and Emergency Response Training – USCG Licensed Class B CDL, with tanker and airbrakes endorsements Disaster Response Training – FEMA Incident Command (ICS) Training – FEMA 38-Hour Wetland Delineation Training – US Army Corps of Engineers Wetland Mitigation Training – Michigan Wetlands Association Mr. Shook possesses over 35 years of professional experience in the industrial hygiene and environmental consulting industries, including conducting industrial hygiene studies for the manufacturing and construction trades. Mr. Shook has served as Laboratory Director, Training Director, Environmental Geologist, and Industrial Hygienist. He has served as Director of Environmental Services performing all phases of investigation, sampling, report generation, and project management of Phase I Environmental Site Assessments, Phase II Site Investigations, Underground Storage Tank sites, and soil and groundwater remediation systems.

# RESPONSIBILITY

Mr. Shook is responsible for all aspects of the 33 OSHA safety and hazardous materials training courses offered at Point Blue's Kalamazoo Training Center. He also writes employer-required safety programs for both construction and general industry. He conducts industrial hygiene investigations, performs sampling, and provides recommendations to correct safety issues. Mr. Shook adheres to and is very knowledgeable with current MIOSHA, OSHA, and EPA regulations.

# **EDUCATION**

Kalamazoo Valley Community College, Associates Degree - Chemistry Western Michigan University, Bachelor of Science Degree - Geology McCrone Research Institute

# CERTIFICATIONS

State of Michigan, Asbestos Inspector and Contractor/Supervisor Accreditation No. A28958 State of Michigan (MDEQ) Certified - Industrial or Commercial Waste Treatment Plant Operator, Classification A-2b and A-2d, W-6126

## **MEMBERSHIPS**

Michigan Association of Environmental Professionals

# TRAINING

40-Hour OSHA Hazardous Waste Operations (HAZWOPER) and Refresher
24-Hour Asbestos Inspector Training and Refresher
8-Asbestos Contractor/Supervisor Refresher
4-Hour Asbestos Management Planner Refresher
8-Hour Asbestos Project Designer Refresher
HAZWOPER Supervisor and Incident Command Training
NIOSH 582
Transmission Electron Microscopy
Polarized Light Microscopy

#### **OVERVIEW**

Ms. Borton is a Licensed Professional Geologist with over ten years of professional experience in the environmental and natural resources consulting industry. Her environmental project experience includes grants program assistance, technical support, field data collection, vapor encroachment analysis, risk evaluation, document preparation, data tabulation, data presentation, and reporting associated with a variety of environmental and brownfield redevelopment projects, including Phase I Environmental Site Assessments, Phase II Site Investigations, Baseline Environmental Assessments, Underground Storage Tank sites, hydrogeologic characterization, vapor intrusion investigation, wetlands, sand dunes, and watersheds. Ms. Borton also conducts soil and groundwater sampling, vapor/soil gas sampling, and excavation oversight.

#### RESPONSIBILITY

Ms. Borton provides project management activities for environmental and redevelopment projects. Activities include project work plan development, due diligence investigation, due care evaluation, exposure pathway assessment, historical research, site reconnaissance, coordination of field support activities, data management and interpretation, subcontractor oversight, and technical document preparation.

#### **EDUCATION**

DePauw University, Greencastle, Indiana Bachelor of Arts and Science Degree – Environmental Geoscience

#### CERTIFICATIONS

State of Indiana, Licensed Professional Geologist, License No. 2616

#### **MEMBERSHIPS**

Michigan Association of Environmental Professionals Michigan's Great Southwest Sustainable Business Forum American Institute of Professional Geologists Kappa Kappa Gamma

#### SPECIALIZED TRAINING

40-Hour OSHA Hazardous Waste Operations (HAZWOPER) and Refresher

Ms. Wade possesses over a decade of professional safety experience in academia, pharmaceutical, construction materials and construction. She exhibits substantial knowledge in areas including laboratory safety, above ground mining, industrial cleaning, underground infrastructure, energy services (including oil and gas and pipeline), asbestos abatement, remediation, civil construction, site assessment, and risk based corrective action.

#### RESPONSIBILITY

Ms. Wade is responsible for preparing and managing Phase I Environmental Site Assessments projects, and is also involved with Phase II Site Investigations, asbestos surveys, vapor intrusion evaluation/sampling, and Baseline Environmental Assessments. As Safety Coordinator, Ms. Wade prepares and reviews site specific health and safety plans, provides safety review/planning associated with demolition and site remediation projects, and provides regulatory review support.

#### EDUCATION

Central Michigan University, Mount Pleasant, Michigan Bachelor of Science Degree - Anthropology

#### TRAINING

40-Hour OSHA Hazardous Waste Operations (HAZWOPER) and Refresher OSHA 30-hour and 10-hour Construction Mine Safety Excavation and Trenching for the Competent Person Confined Space Scaffolding Safety for the Competent Person

#### **OVERVIEW**

Mr. Wentworth is a project engineer at Point Blue, LLC with experience in engineering project design and implementation. His experience includes client objective assessments, project management, and technical document preparation. Mr. Wentworth is also well-versed in data collection, management, and analysis.

## RESPONSIBILITY

Mr. Wentworth performs general calculations and engineering design, site inspection and oversight, and technical document preparation. He also assists with Phase I Environmental Site Assessments, Leaking Underground Storage Tank compliance, Baseline Environmental Assessments, general analytical data management/tabulation, and report preparation.

## **EDUCATION**

Michigan State University, East Lansing, Michigan Bachelor of Science Degree – Biosystems Engineering Bachelor of Science Degree – Economics

## **MEMBERSHIPS**

American Society of Agricultural and Biological Engineers

## TRAINING

40-Hour OSHA Hazardous Waste Operations (HAZWOPER)

Mr. Turner is a field technician at Point Blue, LLC. His environmental project experience includes horizontal direction drilling (HDD), HDD operating, HDD locating, hydrovac excavation, utility locating, Phase II Site Investigations, monitor well sampling utilizing low flow technologies, performance monitoring, subsurface soil sampling and preservation techniques, soil gas sample collection, data management/tabulation, boring log records, and drafting. Mr. Turner is familiar with the various technical equipment (photoionization detector, LEL meter, four gas meter, ORP/turbidity/oxygen/pH/conductivity meter, oil-water interface probe, water level meter, and survey equipment) and is also a drone operator.

## RESPONSIBILITY

Mr. Turner provides support for environmental projects including historical research for Phase I Environmental Site Assessments, environmental data collection, vapor intrusion pathway evaluation, field operations support, environmental media sampling (soil, groundwater, and soil gas), and data reduction and interpretation. He also provides technical assistance with asbestos surveys, and lead- and cadmium-based assessments. Mr. Turner is a part of the drafting team for Point Blue and serves with the business development/marketing group as the social media coordinator.

## **EDUCATION**

Lake Michigan College

#### TRAINING

40-Hour OSHA Hazardous Waste Operations (HAZWOPER) Training

# Attachment 3

Project Summaries

#### Project Summary #1 – Asbestos

Project Name: Former Sanctuary Structure, Sawyer, MI

Project Type: Asbestos

Contact Information: Sidetracked, LLC, Beverly Kohn, (269) 426-3342

<u>Project Description</u>: Point Blue was retained to perform a pre-renovation building inspection for asbestoscontaining materials (ACM) and heavy metals in paint in a former sanctuary structure. In an effort to identify suspect ACM, general inspection procedures were followed in accordance with USEPA standards under the National Emission Standards for Hazardous Air Pollutants (NESHAP) for asbestos and current industry standards. The assessment and sampling activities were conducted in June 2022 by licensed asbestos inspector Mark Turner (State of Michigan license number A55236).

Determination of suspect ACM was based on visual examination, knowledge of building materials which typically contain asbestos, and material age. Specifically, materials of the same type, color, and texture were classified into homogeneous areas within each functional space. An appropriate number and distribution of samples were collected from suspect material in each homogeneous area and functional space per NESHAP guidance. Homogeneous materials suspected of containing asbestos were assessed and classified by category as friable or non-friable. If applicable, the condition of each of the homogeneous suspected ACM was assessed and qualified as good, fair, or poor, and its USEPA classification type identified (surface material, thermal system insulation, or miscellaneous material). The asbestos surveying, sampling, assessment, and report were conducted in accordance with the guidelines set forth in USEPA 40 CFR.

Samples were collected from suspect homogeneous materials (layered where necessary) and submitted to an independent laboratory certified under the National Voluntary Laboratory Accreditation Program (NVLAP) for analysis. Paint chip samples were also collected from suspect paint and submitted to an independent for analysis of lead and cadmium utilizing USEPA Method M3050B/6010C.

# Project Summary #2 – Asbestos/Air Monitoring

Project Name: Miller Auditorium, Kalamazoo, MI

Project Type: Asbestos/Air Monitoring

Contact Information: Western Michigan University, Jacob Woods, (269) 387-5589

<u>Project Description</u>: Point Blue was retained by Western Michigan University (Western) to perform project administration and air monitoring activities for airborne asbestos fiber concentrations during the performance of asbestos abatement of a room located in the Miller Auditorium on Western's campus. Approximately 50 sections of Thermal Systems Insulation (TSI) were removed from pipe fittings in preparation for maintenance on the air handling unit and installation of new fiberglass pipe insulation. The abatement of asbestos containing TSI was conducted by Pro-Tech Environmental, Inc. of Grand Rapids, Michigan, in August 2022. The air monitoring and industrial hygiene activities were conducted by Point Blue.

Personal and area samples were collected using precision industrial hygiene pumps calibrated and operating at 1.5 and 2.0 liters of air per minute and equipped with a 25-millimeter mixed cellulose ester filter sample collection device. The sampling was performed pursuant to the requirements of the National Institute for Occupational Safety and Health (NIOSH) Method 7400 and current industry standards. Air samples were collected throughout the abatement activities and were analyzed by Point Blue.

The United States Environmental Protection Agency (USEPA) recommended clean air value for fiber concentrations is 0.01 fibers per cubic centimeter (f/cc<sup>3</sup>). For this project, none of the area samples collected outside of the regulated area during asbestos abatement were at or above the USEPA recommended clean air value. The results of personal air samples collected for abatement workers during the asbestos removal did not exceed the protective factor provided by their selected respiratory protection.

The asbestos waste was placed in 30 double-lined bags, labeled, and placed in Western designated dumpsters at the Pro-Tech facility in Grand Rapids, Michigan, with proper manifesting. An Industrial Hygiene Report indicating field activities, analytical summary, conclusions and limitations, and limitations was provided that included daily summary field sheets and results of air sample analysis utilizing NIOSH Method 7400.

#### Project Summary #3 – Free Product

Project Name: Pri Mart Quik Shop #1, Stevensville, MI

Project Type: Free Product

Contact Information: Craig Marzke, Pri Mar Petroleum, Inc., (269) 983-7314

<u>Project Description</u>: Through the Michigan Underground Storage Tank Authority (MUSTA), this site was approved for funding. The site is the Pri Mart Quik Shop #1, a gasoline station and convenience store with three USTs. Point Blue personnel conducted initial assessment activities to evaluate the horizontal and vertical extent of regulated parameters in subsurface soil and groundwater, to investigate the potential presence of LNAPL, and to assess the potential exposure pathways related to the release of unleaded gasoline at the site.

Final assessment (FA) activities are being conducted to assess soil and groundwater impact resulting from a release of petroleum product from a component of a regulated UST system. The activities were conducted to determine the extent of petroleum impact and evaluate the risk associated with the release at the open LUST site. Activities consisted of soil boring and monitor well installation, vapor pin installation, elevation surveying, soil and groundwater sample collection, soil gas sample collection, laboratory analyses, groundwater elevation measurement, and data reduction/evaluation.

LNAPL elevation and thickness data are collected on a quarterly basis as well as additional bail down testing on wells with LNAPL. Detections have varied over time. Additional recovery activities and recoverability testing will be conducted during FA activities.

Point Blue is conducting quarterly groundwater sampling and soil gas sampling and analysis activities to monitor the status of groundwater impact identified and evaluate the vapor intrusion pathway at the site. Site activities consist of groundwater elevation measurements, groundwater sample collection, sub-slab gas sampling, laboratory analyses, and data reduction/evaluation.

Groundwater samples are collected from the monitor well network utilizing low-flow sampling procedures. Groundwater is purged at a low-flow rate of less than 0.500 liters/minute (L/min). Specific physical parameters (including pH, temperature, oxygen-reduction potential, conductivity, turbidity, and dissolved oxygen) are continuously monitored during the purging activities utilizing a Horiba U-52 multiparameter meter equipped with a closed, flow-through cell. All groundwater samples are subjected to analysis of unleaded gasoline indicator parameters utilizing USEPA Method 8260D. Groundwater samples retained for laboratory analysis are collected utilizing new, laboratory-supplied containers with Teflon<sup>™</sup>-lined caps. The groundwater samples are preserved in the field utilizing hydrochloric acid. In addition to the groundwater samples, duplicate groundwater samples, a trip blank, and a field blank are also collected are immediately placed in an ice-filled cooler, and subsequently delivered to an independent laboratory by a laboratory courier under chain of custody documentation for chemical analysis.

Soil gas samples are collected from each of the sub-slab sampling ports and the soil gas sampling points. Prior to sample collection, three volumes of air are purged through the tubing from each sample port/point. Point Blue personnel collect one soil gas sample from each port/point using new one-quarter inch polyethylene tubing, one-liter Bottle Vac canister, and a calibrated low-flow controller (5-minute sample collection). Soil gas samples collected during the performance of investigative activities are submitted to an independent laboratory for analysis and are analyzed for the presence of volatile organic compounds utilizing EPA Method TO-15.

Additional delineation activities are warranted and will be conducted during FA activities with the continuation of quarterly groundwater and soil gas sampling and analysis activities.

#### Project Summary #1 – Brownfield Development

Project Name: Former Gasoline Station, Benton Harbor, MI

Project Type: Brownfield Development

Contact Information: James Paul & Associates, LLC, James Paul, (630) 476-7606

<u>Project Description</u>: Point Blue was retained to conduct a limited site investigation at a former gasoline station (used from the early-1960s to the late-1990s). While the petroleum release from the former gasoline station was closed, a deed restriction was recorded limiting the manner in which the property could be used and precautions that should be undertaken regarding remaining petroleum contamination. In addition, a dry cleaning business to the east was suspected of being a source of adverse impact to the groundwater. As redevelopment of the parcels was considered, the performance of soil and groundwater sample collection and analyses was recommended in the evaluation of necessary due care obligations associated with reuse of the property.

In July 2021, site investigation activities were conducted at the property to investigate the subsurface soil and groundwater quality as commercial redevelopment was considered. A total of eight soil borings were completed for the collection of soil and groundwater samples utilizing a hand-operated, soil recovery auger. Laboratory analysis identified the presence of adverse impact in the groundwater samples collected at the property above established residential criteria. Based on the confirmed presence of adverse impact, the site was considered to be a facility.

Point Blue prepared a Brownfield Plan for the developer. This plan identified activities and expenses associated with the redevelopment of the brownfield that were eligible for reimbursement through tax increment finance capture. The Berrien County Board of Commissioners establishes the Berrien County Brownfield Redevelopment Authority (the BCBRA) and designated the boundaries of the Authority by adoption of a resolution pursuant to Michigan's Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended (the Act). The Brownfield Plan was prepared pursuant to Section 13 of the Act. The Brownfield Plan prepared for the developer addressed each of the statutorily mandated requirements for Brownfield plans. Although Benton Charter Township maintains its own Brownfield Redevelopment Authority (BRA), the BCBRA has been established to assist other authorities as requested and to extend redevelopment opportunities to portions of the county not covered by a BRA. In this instance, the Benton Charter Township BRA asked that the BCBRA assume the administrative role in the execution of the Brownfield Plan. However, the BCBRA does require support of the local unit of government. The acceptance of the Brownfield Plan was granted and approved by all parties involved.

In addition, due care response measures were conducted including the installation of a sub-slab depressurization system. The project has successfully been redeveloped and is the location of a Jimmy John's restaurant franchise.

## Project Summary #2 – Brownfield Development

Project Name: Former Smith Steel Fabricating Company, Benton Harbor, MI

Project Type: Brownfield Development

Contact Information: Tetra Realty Company, LLC, Dale Kleber, (630) 280-9484

<u>Project Description</u>: Point Blue was retained by the potential purchaser acquiring a former metal fabrication site to conduct several due diligence environmental assessments and liability protection associated with the redevelopment of a brownfield. The Phase I Environmental Site Assessment (Phase I) identified the property was historically idle or agricultural land in the mid-1870s to mid-1940s. In 1946, the existing building was constructed and occupied with a metal fabrication business. The Phase I identified environmental concerns including the historical use of the property for metal fabrication activities (with a prior BEA prepared) for approximately 59 years and an apparent vent pipe, and the adjacent properties historically utilized as a bulk petroleum distribution facility, construction company, gasoline station, and boiler manufacturing company.

A Phase II Site Investigation conducted at the property included the performance of soil borings for the collection of soil samples and groundwater samples. Soil and/or groundwater samples were collected utilizing a hand operated stainless steel soil recovery auger.

A total of 28 soil samples and three groundwater samples were collected and subjected to laboratory analysis. Laboratory analysis identified the presence of adverse impact in the soil samples collected at the property above established residential criteria. Based on the confirmed presence of adverse impact, the site was considered to be a facility. A BEA was prepared on behalf of the prospective owner and operator and submitted to EGLE to provide a shield from liability for existing contamination.

The property is currently used for commercial agricultural purposes. The use of the property will include the storage, handling, or management of nutrients and fertilizers consistent with agricultural practices.

#### Project Summary #3 – Brownfield Development

Project Name: Former Gasoline Station/Industrial Facility, Eau Claire, MI

Project Type: Brownfield Development

Contact Information: ALC Maintenance, LLC, Frank Petrowski, (269) 999-6299

<u>Project Description</u>: Point Blue was retained by the potential purchaser acquiring a former gasoline station and industrial facility to conduct several due diligence environmental assessments and liability protection associated with the redevelopment of a brownfield. The Phase I Environmental Site Assessment (Phase I) identified the property was utilized for agricultural purposes (row crops) until the mid-1950s, the eastern building utilized as a gasoline station in the 1960s, the western parcel utilized for die casting operations in 1978, and the eastern parcel utilized for aluminum die casting operations. The Phase I identified environmental concerns including the historical use as a gasoline station, the possible presence of remaining USTs, and historical use for industrial purposes.

Due to the REC identified, a GPR survey was conducted using electromagnetic and GPR methodologies to investigate the site for potentially remaining USTs in September 2021. The GPR survey was conducted utilizing a USRADAR, Inc. E.R.A. Model equipped with a 500 MHZ antenna. The 500 HZ antenna is effective for assessing depths of up to approximately 8 to 9 feet below ground level. An appropriate grid interval was established across the site and served as the basis of the survey. Scans were made in north-south and east-west directions at the established grid intervals. According to the results, one anomaly was noted on the western parcel that was indicative of a possible UST. Additionally, a fill port and vent were observed during the GPR investigation. The UST located on the western parcel was utilized to store heating oil for heating the building located on the western parcel. This unregulated UST appeared to have been closed in place (the fill port was filled with concrete). An apparent disturbed soil area was identified in the northeastern portion of the eastern parcel of the property. This was assumed to have been the former location of the USTs. No other evidence of remaining USTs was identified by the GPR survey.

A Phase II Limited Site Investigation was conducted at the property to identify the RECs. The activities consisted of the advancement of soil borings for the collection and laboratory analysis of soil and groundwater samples. Soil and groundwater samples were collected utilizing a hand operated stainless steel soil recovery auger. A total of six soil samples and four groundwater samples were collected and subjected to laboratory analysis. Laboratory analysis identified the presence of adverse impact in the soil and groundwater samples collected at the property above established residential criteria. Based on the confirmed presence of adverse impact, the site was considered to be a facility. A BEA was prepared on behalf of the prospective owner and operator and submitted to EGLE to provide a shield from liability for existing contamination.

# Project Summary #1 – Wetland Consulting (Site Violation/Wetland Delineation/Wetland Restoration Plan)

Project Name: Sterling Heights Properties

Project Type: Wetland Consulting

Contact Information: Greg Dandino, (847) 962-6058, gregdandino@gmail.com

Project Description: Point Blue was contacted to investigate a Michigan Department of Environment, Great Lakes, and Energy (EGLE) wetland violation, to conduct a wetland delineation, and to develop a wetland restoration plan for approximately 1.6 acres of the Sterling Heights Property, No. 80-03-009-003-01, 52981 28th Avenue, Bangor, Township 2 South, Range 15 West, Section 4, Van Buren County, Michigan in a predominantly agricultural area. The scope of services included 1) conducting a violation assessment, 2) performing a wetland delineation, and 3) preparing a wetland restoration plan. EGLE determined that unauthorized work had been conducted in a wetland on the property to include the excavation of an approximately 0.30 acre pond, approximately 0.10 acres of fill material in two areas adjacent to the pond, excavation of approximately 230 linear feet (LF) of a drainage swale/ditch, and placement of a culvert and backfill within the western end of the drainage swale/ditch. A stone and rock French drain/swale with perforated riser had also been constructed, draining 1.6 acres northerly to southerly across the site and discharging to the existing drainage swale. The total wetland impacts affect approximately 1.6 acres of wetland. EGLE staff identified the wetland area targeted for this investigation as part of a larger wetland complex during their response to a soil erosion and sedimentation control (SESC) violation VN-010796, under Part 31, Water Resources Protection, of NREPA and Part 303, Wetlands Protection of the NREPA for the excavation of an approximately 0.30-acre pond and placement of fill material (berm) adjacent to the pond on the property. Prior to clearing, grading, and construction of the pond and new farm buildings, the landowner had reviewed the National Wetlands Inventory and Michigan Wetlands Map Viewer. The mapping identified a wetland in the southeasterly area of the property, and wetland soils were indicated across portions of the property; however, there was no indication that wetlands existed anywhere else on the property; not the centrally located north-south wetland identified by EGLE. The landowner believed that work done on site including the work on the suspect wetland was subject to numerous exemptions under Part 303.

Prior to field work, Point Blue staff reviewed the Natural Resources Conservation Service (NRCS) Soil Map of the property, the US Fish and Wildlife Service National Wetlands Inventory (NWI), the State of Michigan Wetland Mapper (MWM), aerial imagery, topographic mapping data, and surface hydrology data. The site was then evaluated for wetlands based on the routine-small wetland delineation, and later using methods described for Atypical Situations (disturbed areas) in the US Army Corps of Engineers (USACE) Wetland Delineation Manual. Soil surfaces had been leveled, graded, scraped, and compacted as a result of land preparation for agriculture. Drain tile was excavated and removed, and new drain line installed. Approximately 1-foot of topsoil throughout the wetland was sandy fill. Brems sand was identified in several soil borings across the wetland.

Point Blue did on five occasions conduct the wetland delineation on the suspect wetland area previously mapped by EGLE. Vegetation, hydrology, and soils were examined for hydrophytic vegetation, wetland hydrology, and hydric soils. A preliminary flagged wetland boundary was established, with mapping conducted using the multiparameter approach outlined by the USACE. The location of the wetland boundary was mapped based on dominant hydrophytic vegetation, hydric soils, and hydrologic characteristics. The delineation was based on the condition of the property at the time of the investigation, Point Blue's experience working with regulatory agencies, and current policies regarding procedures used to investigate the potential for wetlands.

Following the wetland delineation work, Point Blue prepared a Wetland Restoration Plan to restore to predisturbance conditions as closely as possible. Restore between 1.6 and 1.8 acres of wetland by uniformly removing fill to 1-foot below grade throughout the wetland for approximately 70,000 SF or 2,600 CY of material to be relocated on-site in upland; removing approximately 450 feet of 6 inch plastic drain line; removing berm spoils located along the easterly wetland boundary; retaining the existing farm road easterly of the wetland; place a culvert under the farm road connecting the existing drain line to the pond; restored connectivity by daylighting to the ditch/swale located southerly of wetland to receive surfacewater and subsurface water with the flow directed toward the pond; removal of a 6-inch plastic drain line located in the ditch/swale by daylighting; seeding at project completion; and monitoring for invasive species and wetland functionality for a period of 2 years. A written report of the data from the monitoring periods with a discussion of changes or trends was planned following wetland restoration standards. Both EGLE and landowner expectations were documented.

#### Project Summary #2 – Bluff and Shoreline Assessment

Project Name: High Point Lane Limited Bluff and Shoreline Assessment

Project Type: Bluff and Shoreline Assessment

Contact Information: Darin and Marina Hurn (Potential buyers), 574-303-2455

<u>Project Description</u>: Point Blue biologists conducted a limited bluff assessment on a high bluff (defined by the State of Michigan) overlooking Lake Michigan at 50005 High Point Lane, Grand Beach, Michigan, Part of Lot 44, New Park Addition to Grand Beach Springs, Township 8 South, Range 21 West, Section 18, Grand Beach, Michigan, located in a state critical dune area (CDA). The assessment for a potential buyer included an evaluation of existing site conditions in the areas of the beach, bluff, toe, face, crest, and landward (upland) of the bluff crest; an evaluation of existing trees, shrubs, and groundcover; surface water runoff and drainage; existing erosional features; and general conditions of the immediately adjacent properties for potential adverse effects of those properties on the property with respect to observable past, present, and potential future concerns as they pertain to the stability of the bluff. The property is not located in a State of Michigan high risk erosion area (HREA), regulated by Part 323, Shorelands Protection and Management of the NREPA, and the corresponding Administrative Rules.

The property is currently developed with a residence and pool. The residence is situated within ten feet of the lakeward edge of the crest (bluff). The pool is located northeasterly of the residence, and southeasterly of the crest near a bend in the property parcel, approximately 100 feet from the northerly property boundary at that location. At the time of the assessment the condition of the crest and bluff appears to be stable. The bluff soils were identified as Duneland (sand) and angle of repose identified as stable but highly variable, other soils of Udorthents and Udpisamments of well drained gravelly and sandy soils within areas of glacial till with rapid surfacewater infiltration. The level of Lake Michigan was identified, feet above mean sea level (msl) IGLD 1985 as recorded by the US Army Corps of Engineers (USACE). Comparisons are made to historic lows and highs and the recent high lake levels discussed.

Vegetation described on the bluff face: composed primarily of herbaceous plant life, of grasses and vines, with woody shrubs and trees. Grasses and herbaceous vegetation predominate on the upper bluff face with woody shrubs and trees on the lower bluff face and southerly in the vicinity of the stairway and southerly property border. The invasive plant Reed canary grass was identified at the northwesterly bluff corner.

The property and adjacent southerly properties identified with armored shoreline protection consisting of stone revetments that extend across property shorelines. The condition of the revetments was discussed with no recent work likely on the property armoring. Much of the property stone had been displaced and washed away. The foredune, beach, and water line composition and locations are discussed. Evidence of high water and impacts identified. The location of the current wavecut, surfacewater erosion and its impact on the bluff face, identification of a pool and impacts it may have on the bluff face, bluff vegetation types and benefits, evidence of cracks, fissures, rills and/or stair-step erosion between the crest and the toe of the bluff identified, deer paths, bare soils, seeps, stormwater drain locations, stair condition, gully erosion, and mass wasting, erosion at the toe noted if found.

Across the bluff face identification of numerous deer paths. There is some minor erosion along the paths where soil is exposed noted when found. Area of bare soil location and indications such as surfacewater flow from upland and previous shoreline erosion just above the toe. Seeps if found on the bluff face and stormwater from the residence if found; is it channeled landward into a stormwater drain or other. The existing stair condition, check the former wave cut where erosion has occurred. Active erosion at the toe has subsided following the drop in lake level. Areas of gully erosion observed. Mass wasting with slumps at and upland of the toe evident. Has erosion subsided to the extent that the sand is reaching its natural angle of repose and has slowed in its upland-landward movement or is erosion not evident. The presence of gutters or other water collection system, irrigation system presence. Groundwater seeps, springs, or wet areas observed on the bluff face at the time of the assessment, and/or falls, seeps, or debris flows observed on the bluff face.

The condition of the crest and bluff determined: stable, unstable, highly unstable. Evidence to support the condition documented. Bare soil concerns, surfacewater on the bluff face v. lake level impacts at the toe considered. Evidence of historic surfacewater movement recorded. Recommendations.

## Project Summary #3 – Pond Assessment/Lake Management Action Plan

Project Name: Pond Assessment/Lake Management Action Plan

Project Type: Lake Assessment/Lake Management

Contact Information: Joseph Dailey, 312-399-9287, joedaileycpa@gmail.com

Project Description (1): Point Blue biologists were retained to conduct a preliminary pond assessment to address sediment and water quality concerns associated with residential community construction located at 77326 Le Lac Appelle, Covert, Van Buren County, Michigan. The scope of work included a preliminary assessment of Lake Ele (a pond) located in the Le Lac Appelle residential community, to examine water quality, sediment, and the aquatic plant community. Point Blue biologists collected water quality and sediment samples at three locations within the pond using a small boat, 65 mL LaMotte Water Sampler, and 67 in<sup>3</sup> LaMotte Bottom Sampling Dredge. Water quality parameters included temperature (deg. F), pH, oxidation-reduction potential (ORP mV), conductivity (SC mS/cm), dissolved oxygen (D.O. mg/L), total dissolved solids (TDS mg/L), and were measured in-situ with a Horiba U-50 Series Multi-Parameter Water Quality Meter; and water clarity was measured with a secchi disk (ft). Three water samples and three sediment samples were collected in three locations at approximately 1 foot and 4 feet below the surface; samples L-1 (westerly end), L-2 (at the bend), and L-3 (northerly end) as identified on the site map, for laboratory analysis. Samples were processed at a certified laboratory for nitrate (N) and orthophosphate ( $PO_4$ ) in surfacewater; and nitrate (N), orthophosphate ( $PO_4$ ), potassium (K), and Total Kjeldahl Nitrogen (TKN) in the sediment. Pond water chemistry standards established by Penn State University and Michigan Technological University were used as acceptable standards for pond data interpretation.

A sonar unit and stadia rod were used to collect depth information. The bathymetry assessment was based on transect data from the depth sounder and aerial photography. Depth areas along the shallow pond margin were collected with the stadia rod. The depth and fine sediment at the pond floor were recorded at various locations across the pond, and sediment samples were collected for laboratory analysis. Aquatic vegetation was collected with rake samples, plant species recorded, and the general location of the beds mapped. Water quality and sediment results provide a snapshot of conditions at the time water and sediment are collected.

Results of the Lake Ele aquatic vegetation: vegetation was sparse. Illinois pondweed (*Potamogeton illinoensis*) and Sago pondweed (*Potamogeton pectinalis*) are the only two species of submerged aquatic plants identified in rake samples across the pond; and the Broadleaf cattail (*Typhia latifolia*) was the only emergent plant identified. Cattails are found at the northerly extent of the pond.

Results of the bathymetry survey indicate the pond has a surface area of approximately 3.4 acres (from aerial photos) and a maximum depth of approximately 5.5 feet. Approximately 17 percent of the pond has a depth of 3 feet or less; 55 percent has a depth of 4 feet; and 28 percent of the pond has a depth of 5.5 feet or less. The pond holds approximately 13.6 acre-feet of water. The pond is uniform in depth on both the northerly-southerly orientation at approximately 4 feet at center, and on the easterly-westerly orientation at approximately 4.5 feet at center. Depths drop off at both orientations to within 3 to 4 feet, approximately 15 feet from the shorelines.

The average sediment depth was approximately 1 foot as measured in five locations, with the westerly end of the pond at greater than 1 foot, the center of the easterly-westerly orientation at less than 1 foot, the easterly end of the pond at greater than 1 foot, and the northerly end of the pond at approximately 2 feet.

#### Project Summary #3 (continued) – Pond Assessment/Lake Management Action Plan

Preliminary conclusions: Point Blue biologists determined that Lake Ele is a shallow water pond with sediment deposits less than 1 foot in most places and between 1 to 2 feet in others (as mapped). Nitrogen and phosphorus levels are higher than ideal in the sediments, specifically at the northerly pond extent in the area of the cattails. Nitrogen and phosphorus-laden sediment is likely coming from upland erosion and/or upland activities.

Recommendations: Efforts should be made to reduce nutrient levels by examining upland input, installing buffers, and by removing sediments through the use of a suction dredge. Despite the higher than desired nutrient levels, the water clarity is excellent and was clear to the bottom. Native plants sparsely populate the pond and should be encouraged to grow outside designated beach areas. No invasive plant species were found in the pond at the time of the assessment. The water temperatures at the time of the assessment were between 67.5 and 68.2 deg. F. While D.O. levels were high at 8.2 to 11.7 g/L, there were more than sufficient levels of dissolved oxygen to support fish, invertebrates, plants, and aerobic bacteria at the time of the assessment. A pH between 8.0 and 8.8 is on the high side; however, pH was recorded during the day under sunny skies, which may have been cause of the higher levels. ORP, Conductivity, TDS, and phosphorus readings were all within acceptable pond water quality standards.

<u>Project Description (2)</u>: Point Blue biologists have proposed a Lake Management Action Plan (LMAP) for Lake Ele. The scope of work is currently being decided. The plan defines cost-effective methods and strategies specific to Lake Ele to manage recent exploding plant populations and muck accumulation while placing an emphasis on the overall aesthetics of the pond and surrounding area.

LMAP Scope: A review of existing and historical records as well as water quality and aquatic vegetation data, create a GIS file, digitize and map the pond and shoreline, digitize vegetation and bottom contours, calculate physical characteristics, conduct a watershed analysis, assess water level fluctuations, assess water quality, assess aquatic vegetation and algae, conduct a sediment analysis and investigate the process to control low impact sediment dispersal and retrieval, survey the fishery, and develop a lakeside inhabitant's guide. Costs and considerations for implementation and scheduling included.

#### Project Summary #1 – Environmental Investigation

Project Name: Baroda Tire Center Too, Inc., Buchanan, MI

Project Type: Environmental Investigation

Contact Information: Baroda Tire Center Too, Inc., LaVonne Wheeler, (269) 861-2576

<u>Project Description</u>: Point Blue is currently conducting environmental investigation activities at a former gasoline station. The property was undeveloped from at least the early-1870s until approximately the early-1900s when it was utilized by the Michigan Central Railroad as a rail spur/train turn table. During the late-1920s until the 1950s, the property was utilized as a gasoline filling station and a bulk oil company. The current building was constructed in 1950 and operated as an automobile service and gasoline filling station until 2010 when fuel sales were discontinued. The remaining underground storage tank (UST) system was properly closed in 2011. The subject property remained in business as an automobile tire sales and service facility (Baroda Tire Center Too) until closing in 2022.

Numerous investigations have been conducted since the confirmed release in 2010. Initial assessment (IA) activities have been conducted, USTs permanently closed, the Initial Assessment Report (IAR) report prepared/submitted, vapor intrusion investigations conducted, further site investigation activities conducted, the discovery of LNAPL, aquifer testing (slug tests) performed, and numerous supplemental reports (status updates) prepared/submitted.

Point Blue is continuing to conduct investigative activities to complete the delineation of soil and groundwater impact at the property. These activities include vapor point installation and soil gas monitoring to further evaluate the vapor intrusion pathway, conducting quarterly groundwater monitoring including LNAPL monitoring and collection, performing a receptor survey, conducting groundwater modeling, and preparation of a Final Assessment Report (FAR). Ultimately, the FAR will include a detailed summary of assessment activities conducted at the site since the IAR, a topographic site location map, soil boring/monitor well location maps, cross section maps, potentiometric surface maps, analytical data tables comparing soil and groundwater quality results to corresponding cleanup criteria, a site classification, an exposure pathway risk evaluation, a feasibility study, and a correction plan (CAP). Up to three remedial technologies to address LNAPL, soil impact, and groundwater impact will be analyzed in detail for feasibility at the site, including cost-effectiveness. The selected remedial alternative will be described including an explanation of how the technology will address any potentially complete and/or relevant risk exposure pathways identified in the FAR. Also included in the CAP will be an operation and maintenance plan, a monitoring plan, an explanation of any proposed land use restrictions, a financial assurance mechanism, and a contingency plan.

#### Project Summary #2 – Environmental Investigation

Project Name:	Value Mart, St. Joseph, MI
Project Type:	Environmental Investigation
Contact Information:	921 Main Street Gas & Grocery, Rajbir Singh, (269) 369-4792

<u>Project Description</u>: Through the Michigan Underground Storage Tank Authority (MUSTA), this site was approved for funding. The site is Value Mart, a gasoline station and convenience store with four USTs. Initial and final assessment activities were conducted previously by Point Blue staff, including soil and groundwater abatement, and evaluation of the volatilization to indoor air pathway. The Initial Assessment (IA) Report was prepared/submitted in December 2018 and the Final Assessment (FA) Report was prepared/submitted in November 2019. A feasibility study (FS) was conducted to investigate potential corrective actions at the site that are appropriate for groundwater and soil remedial actions. The selected remedial option in the corrective action plan (CAP) for treatment of the petroleum contaminated soil and groundwater consisted of the application of PetroFix<sup>™</sup> which is an in situ petroleum adsorbing compound (PAC) to the source zone and an application of ORC Advanced<sup>®</sup> which is an oxygen releasing compound (ORC) and PAC to contamination outside of the source zone.

Baseline groundwater monitoring and analysis was conducted in May 2020 prior to treatment to establish the contaminant concentrations and determine existing baseline metal concentrations in the groundwater. During IA and FA activities, four sub-slab soil gas sampling ports were installed in the concrete slab floor of the commercial building and four soil gas sampling were installed near the basements of the residences located at 913 Main Street (north side of Site) and 711 Jones Street (east side of site). A baseline soil gas sampling event was conducted in May/June 2020.

A ground penetrating radar (GPR) survey was conducted by Worksmart, Inc. of Paw Paw, Michigan, in 2020 to locate/verify utility locations and USTs. A traditional land survey of the property conducted by Abonmarche Consultants, Inc. of Benton Harbor, Michigan, took place after the GPR survey. The survey included the placement underground utilities locations marked by the GPR survey and the marking by the Miss Dig system of Michigan.

Due to the inability to accurately mark the location of underground fuel lines from the USTs to the dispensers, it was decided that wells for injection within the UST and dispenser area would be installed utilizing hand tools. Five soil borings were advanced by personnel utilizing a hand-operated, stainless steel, soil recovery auger (hand auger) at locations intended to enable the injection of PAC to the source zone. During borehole advancement activities, soil samples were continuously collected, classified, and described in the field by a geologist.

The corrective action injection activities occurred over a seven-day period from 3 to 5 June 2020 and from 8 to 11 June 2020. Supplies which were shipped to the site for the corrective action activities included 18 drums of PAC, 27 bags of ORC, and 18 containers of nutrients to mix with PAC. Regenesis (the remediation chemical vendor/chemical mixing-injection contractor) mobilized a trailer to the site which was used for mixing and injecting the chemicals. The trailer was equipped with a dual batch mixing system with two 350-gallon mixing tanks. One of the tanks was used for mixing and the second tanks was used to inject the chemicals in solution. A positive displacement, electrically-powered pump was used for the injections. Water was obtained from the City of St. Joseph. A trailer with water tanks was used to transfer water from a nearby street hydrant. Water from the water tanks was pumped to the mixing tanks as needed.

#### Project Summary #2 (continued) – Environmental Investigation

The remediation area was separated into two zones, the source zone and the plume body zone. The source zone consists of the area which encapsulates the UST components, including the tanks and the dispensers. Only PAC was injected into the source zone. Both PAC and ORC were injected into the plume body zone.

Product mixtures were injected under pressure (up to 32 psi) at flow rates of up to 2 gpm. The injection system had the ability to inject product mixtures in up to four injection points simultaneously using a piping manifold. Regenesis subcontracted a drilling company, SCS Environmental Contracting of Fort Wayne, Indiana, to complete direct push borings for chemical injections. The chemicals in solution were injected via hoses through direct push drilling using a "bottom-up" method with either a three-foot retractable screen or an expendable tip. The direct push tooling was set at three different intervals (from deep to shallow) for each injection location to evenly distribute the chemical mixtures across the depth of the treatment zone injection location.

The actual quantities used for the PAC injections within the source zone into five injection wells was PAC - 1,687 pounds, nutrient – 85 pounds, and volume (including mixing water) – 1,955 gallons. The average injection flow rate to the source zone was 1.83 gpm. The amount of PAC injected per well was IW-1: 320 pounds, IW-2: 320 pounds, IW-3: 407 pounds, IW-4: 320 pounds, and IW-5: 320 pounds.

Thirty-seven (37) injection points, advanced by direct push techniques, were completed. The actual quantities used for the PAC and ORC injections within the plume body zone was PAC - 5,513 pounds, ORC - 1,080 pounds, and volume (including mixing water) - 7,110 gallons. The average injection flow rate to the plume body zone was 1.96 gpm. The amount of chemicals applied in each point was IP-4 through IP-30 - 152 pounds each, IP-1 and IP-36 - 224 pounds each, IP2 - 245 pounds, IP-31 - 159 pounds, IP-33 through IP-35 - 150 pounds each, IP-32 and IP-37 - 55 pounds each.

Point Blue is conducting quarterly groundwater and soil gas monitoring at the site to monitor the status of the petroleum release identified near the gasoline tanks. Quarterly monitoring activities consist of groundwater elevation measurements, groundwater sample collection, soil gas sample collection, laboratory analyses, and data reduction/evaluation. Groundwater samples are collected from each of the twelve shallow monitor wells utilizing low-flow sampling procedures. When applicable, groundwater is purged at a low-flow rate of less than 0.500 liters/minute (L/min). Specific physical parameters (including pH, temperature, oxygen-reduction potential, conductivity, turbidity, and dissolved oxygen) are continuously monitored during the purging activities utilizing a Horiba U-52 multiparameter meter equipped with a closed, flow-through cell. Each of the twelve groundwater samples are subjected to analysis of gasoline indicator parameters utilizing new, laboratory-supplied containers with Teflon<sup>TM</sup>-lined caps. The groundwater samples are preserved in the field utilizing hydrochloric acid. In addition to the groundwater samples, duplicate groundwater samples, a trip blank, and a field blank are also collected and analyzed for QA/QC purposes. Following appropriate preservation activities, samples collected are immediately placed in an ice-filled cooler, and subsequently delivered to an independent laboratory by a laboratory courier under chain of custody documentation for chemical analysis.

Soil gas samples are collected from each of the sub-slab sampling ports and the soil gas sampling points located near the residences (off-site). Prior to sample collection, three volumes of air are purged through the tubing from each sample port/point. Point Blue personnel collect one soil gas sample from each port/point using new one-quarter inch polyethylene tubing, one-liter Bottle Vac canister, and a calibrated low-flow controller (5-minute sample collection). Soil gas samples collected during the performance of investigative activities are submitted to an independent laboratory for analysis and are analyzed for the presence of volatile organic compounds utilizing EPA Method TO-15.

Restricted closure is not an option at this time due to the exceedance of the SSTL in the groundwater. If a restricted closure is not feasible after additional quarters of monitoring, potential additional treatment injections will be considered as described in the CAP.

#### Project Summary #3 – Environmental Investigation

Project Name: Geib Oil Company, Martin Bulk Plant, Martin, MI

Project Type: Environmental Investigation

Contact Information: EGLE, Nathan Whitmyer, (269) 567-3500

<u>Project Description</u>: Through Contract No. 00544/Contract Order Y19052, File No. 761/19045.SAR, personnel conducted a limited remedial investigation (LRI) and focused feasibility study (FFS) in 2019. The tasks and investigative activities consisted of 1) preparation of Health and Safety Plan, 2) procuring site access, 3) conducting a Ground Penetrating Radar (GPR) survey, 4) evaluating monitor well network conditions and repair wells as needed, 5) collecting and analyzing groundwater samples from existing wells, 6) collecting and analyzing potable water samples from wells at two nearby properties, 7) conducting an investigation to screen soils for the presence of LNAPL utilizing Optical Image Profiling (OIP), of which a total of 26 direct-push borings were advanced to collect the OIP data, 8) vertically profile aquifer, of which a total of 16 borings were advanced with soil and groundwater samples collected at each location, 9) characterizing investigative derived wastes (IDW) and dispose IDW at off-site facilities under manifest documentation, 10) surveying the site and surrounding area of investigation and surveying existing wells and new boring locations, and 10) preparation of an LRI report and FFS (combined).

Prior to subsurface drilling at the site, a GPR survey was conducted to identify any potential obstructions to the investigation activities and identify any anomalies which could be remaining USTs at the study area. Blood Hound, Inc. of Brownsburg, Indiana, performed the GPR survey at the site, the surrounding properties (1627 11<sup>th</sup> Street, 1614 11<sup>th</sup> Street, and 1628 11<sup>th</sup> Street), and the ROW of 14<sup>th</sup> Street (Allegan County) prior to the commencement of drilling activities. Point Blue personnel then conducted a well integrity assessment of the existing 28 wells. A metal detector was utilized to locate wells and manual tools were used to uncover buried wells. Each well was evaluated for total depth, condition of well covers/manways, and the presence of caps, plugs, and locks. Missing components (e.g., well covers, surrounding concrete, pressure caps, and well locks) were replaced. Due to the length of time since the last sampling activity, each well located was developed. Following completion of necessary well repairs, the monitor well network was then sampled. Potable water well samples were also collected from 1621 and 1628 11th Street on 24 April 2019. IDW, consisting of development, purge, and decontamination water, was contained in labeled 55-gallon drums stored on-site until waste characterization analysis could be made for disposal approval. A composite sample was collected from the three 55-gallon drums containing the IDW. Most samples were submitted to the EGLE's Environmental Laboratory in Lansing, Michigan. The IDW sample collected for ignitability and the groundwater samples were submitted to ALS Laboratory in Holland, Michigan.

Additional LRI activities were conducted at the site to evaluate the vapor intrusion (VI) pathway, further define the groundwater plumes, and to investigate the presence of LNAPL (whether residual, mobile, or migrating). Direction and rate of groundwater flow at the site area were also confirmed. To investigate LNAPL at the site, OIP was used in conjunction with direct-push techniques to continuously screen for LNAPL to a depth of 70 feet bgl at the site. OIP uses an ultraviolet light source to fluoresce petroleum hydrocarbons (esp. polycyclic aromatic compounds). A downhole camera, integral to the profiling tool, was advanced by direct-push techniques to capture images of the induced fluorescence. The image was then analyzed to determine the likelihood of LNAPL presence at each photograph location. Along with the LNAPL screening data, soil electrical conductivity was collected throughout borehole advancement for lithologic interpretation. A total of 26 OIP borings were advanced at the site and surrounding properties, including the ROW of 11<sup>th</sup> Street. OIP borings were advanced by Stock Drilling of Ida, Michigan. Induced fluorescence was detected in seven of the borings. Following completion, boreholes were properly abandoned by filling with bentonite and hydrating. Based on positive OIP screening results, five LNAPL areas were detected at the site. A three-dimensional LNAPL model was developed by S<sub>2</sub>C<sub>2</sub>, Inc. of Raritan, New Jersey, using the OIP data collected from the Site. Soil borings were also advanced by Stock Drilling, which were direct-push borings to supplement data delineating the horizontal and vertical extent of contamination. Soil and groundwater samples were collected at each location and were delivered to EGLE's environmental laboratory in Lansing, Michigan.

#### Project Summary #3 (continued) – Environmental Investigation

In order to prepare site maps and potentiometric surface maps that reflect conditions in the aquifer (e.g., calculated hydraulic gradient and groundwater flow direction), ground surface and top of casing elevations of the existing wells (monitor wells and TFP-series) were surveyed. Survey activities were conducted by Abonmarche Consultants, Inc. of Benton Harbor, Michigan, at each of the wells using State Plane Coordinates and NAVD88 Datum.

The FFS provided three soil remediation alternatives, Option 1 – drip irrigation, Option 2 – source removal of impacted vadose zone soil, and Option 3 – bioventing. The cost for each remedial option was evaluated and the selected alternative based on the comparison was source removal of impacted vadose zone soil. It was indicated that VI is a concern at the area of vadose zone soil impact. There are no structures currently in the vicinity of this area and the pathway is considered relevant, but not currently complete. Should future development occur (without remediation) at the north end of the site in the area of the OIP-6 boring location where LNAPL is present in the vadose zone, the VI pathway from soil would potentially be complete. To close the site without remediation, a Restrictive Covenant would need to be recorded that requires a sub-slab depressurization system and/or a vapor barrier for any new construction near the areas of impact.

## Project Summary #1 – Environmental Drilling

Project Name: Former Gasoline Station, Coloma, MI

Project Type: Environmental Drilling

Contact Information: Lake Jericho, LLC, Alvin Walker, (312) 307-3350

Project Description: Through the Michigan Underground Storage Tank Authority (MUSTA), this site was approved for funding. A prior Phase I Environmental Site Assessment, Phase II Limited Site Investigation, and Baseline Environmental Assessment were conducted. The site was developed in the 1940s with rental cabins, a store, and a gasoline station. USTs were in use at the site from the mid-1940s until the 1980s. In 2014, the buildings including the rental cabins and store were demolished. During due diligence activities conducted in 2021 for a potential property acquisition, two fill ports were discovered in a landscaped area formerly located to the southeast of the former gas station/store building and a former dispenser island was visible to the southwest of the former store/gasoline station building. Additional investigation (e.g., probe rod) revealed the presence of at least two gasoline USTs (one 1,000gallon and one 2,000-gallon) in that location. The site was not listed on the Active UST database at the time of the discovery of the USTs. One 1,000-gallon and one 2,000-gallon USTs formerly containing gasoline were registered with LARA on 7 October 2021. A ground penetrating radar survey performed across the areas at and surrounding the former gas station did not reveal any anomalies associated with the potential presence of remaining USTs. Boerman's Environmental & Excavating of Allegan, Michigan, removed the USTs from the ground on 19 October 2021.

Initial Assessment activities were conducted at the Site to evaluate the risk associated with the petroleum release, to determine if groundwater had been impacted, to verify aquifer characteristics including groundwater flow direction and velocity (if groundwater is impacted), and to delineate the extent of soil contamination. The activities consisted of the advancement of soil borings utilizing a truck-mounted hydraulic soil probe and an ATV mounted hydraulic soil probe and the collection and laboratory analysis of soil and groundwater samples. An Initial Assessment Report was submitted to EGLE in April 2022.

Additional investigation activities were required to further evaluate the groundwater quality immediately down-gradient from the release location. A Final Assessment Report was submitted to EGLE in October 2022. An additional groundwater monitoring event was also conducted in December 2022. It is anticipated that a closure report will be prepared and submitted to close the confirmed release.

## Project Summary #2 – Environmental Drilling

Project Name: Dollar General, Berrien Springs, MI

Project Type: Environmental Drilling

Contact Information: SoKiss, LLC, Marivel Kissinger, (269) 240-0025

<u>Project Description</u>: Point Blue was retained originally by a bank for the potential purchaser to acquire an existing Dollar General store. The Phase I Environmental Site Assessment (Phase I) identified the first developed use of the property as fruit orchards since at least the late-1930s. An automotive dealership was at the property from 1960 to 1980, and then was utilized as an automotive repair training facility for a college university in 1980 to the mid-2000s. In 2006, the building was remodeled into a Dollar General store. The Phase I identified environmental concerns including the historical use as an automobile dealership/repair training facility (with a prior BEA in 2006 confirming the presence of contamination), and an AST containing waste oil previously located outside the building (with six tons of contaminated soils removed in 2005).

The Phase II Site Investigation consisted of subsurface sampling activities at the property including the performance of soil borings for the collection of soil samples, and the installation of sub-slab vapor pins/points for the collection of soil gas samples to evaluate the vapor intrusion pathway. Soil samples were collected utilizing a truck-mounted hydraulic soil probe and hand-operated stainless steel soil recovery auger.

A total of 23 soil samples and three soil gas samples were collected and subjected to laboratory analysis. Laboratory analysis identified the presence of adverse impact in the soil samples collected at the property above established residential criteria. Based on the confirmed presence of adverse impact, the site was considered to be a facility. A BEA was prepared on behalf of the prospective owner and submitted to EGLE to provide a shield from liability for existing contamination.

Based on the presence of impacted shallow soils north of the building, soil removal and off-site disposal activities were conducted to address potential exposure pathways. Following waste characterization, the contractor conducted soil abatement activities. A total of 30.6 tons of contaminated soil was removed from two delineated areas north of the building. To verify the effectiveness of soil remediation efforts, 12 samples were collected and subjected to laboratory analysis. None of the concentrations exceeded the GRCC. The Documentation of Compliance with Section 20107a was prepared for the current owner, SoKiss, LLC.

# Project Summary #3 – Environmental Drilling

Project Name: Pri Mart Quik Shop Station #4, Eau Claire, MI

Project Type: Environmental Drilling

Contact Information: Craig Marzke, Pri Mar Petroleum, Inc., (269) 983-7314

<u>Project Description</u>: Through the Michigan Underground Storage Tank Authority (MUSTA), this site was approved for funding. The site is the Pri Mart Quik Shop Station #4, a gasoline station and convenience store with three USTs. Initial and final assessment activities were previously conducted. The final assessment activities were conducted to assess soil and groundwater impact resulting from a release of petroleum product from a component of a regulated UST system. Activities consisted of soil boring advancement utilizing a truck-mounted hydraulic probe and monitor well installation, vapor pin installation, elevation surveying, soil and groundwater sample collection, soil gas sample collection, laboratory analyses, groundwater elevation measurement, and data reduction/evaluation. The Final Assessment Report was submitted to EGLE in October 2020.

Point Blue is conducting quarterly groundwater sampling and soil gas sampling and analysis activities to monitor the status of groundwater impact identified and evaluate the vapor intrusion pathway at the site. Site activities consist of groundwater elevation measurements, groundwater sample collection, sub-slab gas sampling, laboratory analyses, and data reduction/evaluation.

Groundwater samples are collected from the monitor well network utilizing low-flow sampling procedures. Groundwater is purged at a low-flow rate of less than 0.500 liters/minute (L/min). Specific physical parameters (including pH, temperature, oxygen-reduction potential, conductivity, turbidity, and dissolved oxygen) are continuously monitored during the purging activities utilizing a Horiba U-52 multiparameter meter equipped with a closed, flow-through cell. All groundwater samples are subjected to analysis of gasoline indicator parameters utilizing USEPA Method 8260 and PNAs utilizing USEPA Method 8270. Groundwater samples retained for laboratory analysis are collected utilizing new, laboratory-supplied containers with Teflon<sup>™</sup>-lined caps. The groundwater samples are preserved in the field utilizing hydrochloric acid. In addition to the groundwater samples, a duplicate groundwater sample, a trip blank, and a field blank are also collected and analyzed for QA/QC purposes. Following appropriate preservation activities, samples collected are immediately placed in an ice-filled cooler, and subsequently delivered to an independent laboratory by a laboratory courier under chain of custody documentation for chemical analysis.

Soil gas samples are collected from each of the sub-slab sampling ports and the soil gas sampling points. Prior to sample collection, three volumes of air are purged through the tubing from each sample port/point. Point Blue personnel collect one soil gas sample from each port/point using new one-quarter inch polyethylene tubing, one-liter Bottle Vac canister, and a calibrated low-flow controller (5-minute sample collection). Soil gas samples collected during the performance of investigative activities are submitted to an independent laboratory for analysis and are analyzed for the presence of volatile organic compounds utilizing EPA Method TO-15.

An additional seven monitor wells are proposed to be installed on-site and off-site to reestablish plume delineation. Quarterly groundwater and soil gas sampling and analysis activities will continue through interim corrective action and delineation activities. An amended FAR will be submitted following completion of the proposed delineation activities.

# Project Summary #1 – Ground Penetrating Radar

Project Name: Former Gasoline Station/Industrial Facility, Eau Claire, MI

Project Type: Ground Penetrating Radar

Contact Information: ALC Maintenance, LLC, Frank Petrowski, (269) 999-6299

<u>Project Description</u>: Point Blue was retained by the potential purchaser acquiring a former gasoline station and industrial facility to conduct several due diligence environmental assessments and liability protection associated with the redevelopment of a brownfield. The Phase I Environmental Site Assessment (Phase I) identified the property was utilized for agricultural purposes (row crops) until the mid-1950s, the eastern building utilized as a gasoline station in the 1960s, the western parcel utilized for die casting operations in 1978, and the eastern parcel utilized for aluminum die casting operations. The Phase I identified environmental concerns including the historical use as a gasoline station, the possible presence of remaining USTs, and historical use for industrial purposes.

Due to the REC identified, a GPR survey was conducted using electromagnetic and GPR methodologies to investigate the site for potentially remaining USTs in September 2021. The GPR survey was conducted utilizing a USRADAR, Inc. E.R.A. Model equipped with a 500 MHZ antenna. The 500 HZ antenna is effective for assessing depths of up to approximately 8 to 9 feet below ground level. An appropriate grid interval was established across the site and served as the basis of the survey. Scans were made in north-south and east-west directions at the established grid intervals. According to the results, one anomaly was noted on the western parcel that was indicative of a possible UST. Additionally, a fill port and vent were observed during the GPR investigation. The UST located on the western parcel was utilized to store heating oil for heating the building located on the western parcel. This unregulated UST appeared to have been closed in place (the fill port was filled with concrete). An apparent disturbed soil area was identified in the northeastern portion of the eastern parcel of the property. This was assumed to have been the former location of the USTs. No other evidence of remaining USTs was identified by the GPR survey.

A Phase II Limited Site Investigation was conducted at the property to identify the RECs. The activities consisted of the advancement of soil borings for the collection and laboratory analysis of soil and groundwater samples. Soil and groundwater samples were collected utilizing a hand operated stainless steel soil recovery auger. A total of six soil samples and four groundwater samples were collected and subjected to laboratory analysis. Laboratory analysis identified the presence of adverse impact in the soil and groundwater samples collected at the property above established residential criteria. Based on the confirmed presence of adverse impact, the site was considered to be a facility. A BEA was prepared on behalf of the prospective owner and operator and submitted to EGLE to provide a shield from liability for existing contamination.

# Project Summary #2 – Ground Penetrating Radar

Project Name: Former Gasoline Station, Coloma, MI

Project Type: Ground Penetrating Radar

Contact Information: Lake Jericho, LLC, Alvin Walker, (312) 307-3350

Project Description: Through the Michigan Underground Storage Tank Authority (MUSTA), this site was approved for funding. A prior Phase I Environmental Site Assessment, Phase II Limited Site Investigation, and Baseline Environmental Assessment were conducted. The site was developed in the 1940s with rental cabins, a store, and a gasoline station. USTs were in use at the site from the mid-1940s until the 1980s. In 2014, the buildings including the rental cabins and store were demolished. During due diligence activities conducted in 2021 for a potential property acquisition, two fill ports were discovered in a landscaped area formerly located to the southeast of the former gas station/store building and a former dispenser island was visible to the southwest of the former store/gasoline station building. Additional investigation (e.g., probe rod) revealed the presence of at least two gasoline USTs (one 1,000gallon and one 2,000-gallon) in that location. The site was not listed on the Active UST database at the time of the discovery of the USTs. One 1,000-gallon and one 2,000-gallon USTs formerly containing gasoline were registered with LARA on 7 October 2021. A ground penetrating radar survey performed across the areas at and surrounding the former gas station did not reveal any anomalies associated with the potential presence of remaining USTs. Boerman's Environmental & Excavating of Allegan, Michigan, removed the USTs from the ground on 19 October 2021.

Initial Assessment activities were conducted at the Site to evaluate the risk associated with the petroleum release, to determine if groundwater had been impacted, to verify aquifer characteristics including groundwater flow direction and velocity (if groundwater is impacted), and to delineate the extent of soil contamination. The activities consisted of the advancement of soil borings utilizing a truck-mounted hydraulic soil probe and an ATV mounted hydraulic soil probe and the collection and laboratory analysis of soil and groundwater samples. An Initial Assessment Report was submitted to EGLE in April 2022.

Additional investigation activities were required to further evaluate the groundwater quality immediately down-gradient from the release location. A Final Assessment Report was submitted to EGLE in October 2022. An additional groundwater monitoring event was also conducted in December 2022. It is anticipated that a closure report will be prepared and submitted to close the confirmed release.

#### Project Summary #3 – Laser-Induced Fluorescence

Project Name: Geib Oil Company, Martin Bulk Plant, Martin, MI

Project Type: Laser-Induced Fluorescence

Contact Information: EGLE, Nathan Whitmyer, (269) 567-3500

<u>Project Description</u>: Through Contract No. 00544/Contract Order Y19052, File No. 761/19045.SAR, personnel conducted a limited remedial investigation (LRI) and focused feasibility study (FFS) in 2019. The tasks and investigative activities consisted of 1) preparation of Health and Safety Plan, 2) procuring site access, 3) conducting a Ground Penetrating Radar (GPR) survey, 4) evaluating monitor well network conditions and repair wells as needed, 5) collecting and analyzing groundwater samples from existing wells, 6) collecting and analyzing potable water samples from wells at two nearby properties, 7) conducting an investigation to screen soils for the presence of LNAPL utilizing Optical Image Profiling (OIP), of which a total of 26 direct-push borings were advanced to collect the OIP data, 8) vertically profile aquifer, of which a total of 16 borings were advanced with soil and groundwater samples collected at each location, 9) characterizing investigative derived wastes (IDW) and dispose IDW at off-site facilities under manifest documentation, 10) surveying the site and surrounding area of investigation and surveying existing wells and new boring locations, and 10) preparation of an LRI report and FFS (combined).

Prior to subsurface drilling at the site, a GPR survey was conducted to identify any potential obstructions to the investigation activities and identify any anomalies which could be remaining USTs at the study area. Blood Hound, Inc. of Brownsburg, Indiana, performed the GPR survey at the site, the surrounding properties (1627 11<sup>th</sup> Street, 1614 11<sup>th</sup> Street, and 1628 11<sup>th</sup> Street), and the ROW of 14<sup>th</sup> Street (Allegan County) prior to the commencement of drilling activities. Point Blue personnel then conducted a well integrity assessment of the existing 28 wells. A metal detector was utilized to locate wells and manual tools were used to uncover buried wells. Each well was evaluated for total depth, condition of well covers/manways, and the presence of caps, plugs, and locks. Missing components (e.g., well covers, surrounding concrete, pressure caps, and well locks) were replaced. Due to the length of time since the last sampling activity, each well located was developed. Following completion of necessary well repairs, the monitor well network was then sampled. Potable water well samples were also collected from 1621 and 1628 11th Street on 24 April 2019. IDW, consisting of development, purge, and decontamination water, was contained in labeled 55-gallon drums stored on-site until waste characterization analysis could be made for disposal approval. A composite sample was collected from the three 55-gallon drums containing the IDW. Most samples were submitted to the EGLE's Environmental Laboratory in Lansing, Michigan. The IDW sample collected for ignitability and the groundwater samples were submitted to ALS Laboratory in Holland, Michigan.

Additional LRI activities were conducted at the site to evaluate the vapor intrusion (VI) pathway, further define the groundwater plumes, and to investigate the presence of LNAPL (whether residual, mobile, or migrating). Direction and rate of groundwater flow at the site area were also confirmed. To investigate LNAPL at the site, OIP was used in conjunction with direct-push techniques to continuously screen for LNAPL to a depth of 70 feet bgl at the site. OIP uses an ultraviolet light source to fluoresce petroleum hydrocarbons (esp. polycyclic aromatic compounds). A downhole camera, integral to the profiling tool, was advanced by direct-push techniques to capture images of the induced fluorescence. The image was then analyzed to determine the likelihood of LNAPL presence at each photograph location. Along with the LNAPL screening data, soil electrical conductivity was collected throughout borehole advancement for lithologic interpretation. A total of 26 OIP borings were advanced at the site and surrounding properties, including the ROW of 11<sup>th</sup> Street. OIP borings were advanced by Stock Drilling of Ida, Michigan. Induced fluorescence was detected in seven of the borings. Following completion, boreholes were properly abandoned by filling with bentonite and hydrating. Based on positive OIP screening results, five LNAPL areas were detected at the site. A three-dimensional LNAPL model was developed by S<sub>2</sub>C<sub>2</sub>, Inc. of Raritan, New Jersey, using the OIP data collected from the Site. Soil borings were also advanced by Stock Drilling, which were direct-push borings to supplement data delineating the horizontal and vertical extent of contamination. Soil and groundwater samples were collected at each location and were delivered to EGLE's environmental laboratory in Lansing, Michigan.

#### Project Summary #3 (continued) – Laser-Induced Fluorescence

In order to prepare site maps and potentiometric surface maps that reflect conditions in the aquifer (e.g., calculated hydraulic gradient and groundwater flow direction), ground surface and top of casing elevations of the existing wells (monitor wells and TFP-series) were surveyed. Survey activities were conducted by Abonmarche Consultants, Inc. of Benton Harbor, Michigan, at each of the wells using State Plane Coordinates and NAVD88 Datum.

The FFS provided three soil remediation alternatives, Option 1 – drip irrigation, Option 2 – source removal of impacted vadose zone soil, and Option 3 – bioventing. The cost for each remedial option was evaluated and the selected alternative based on the comparison was source removal of impacted vadose zone soil. It was indicated that VI is a concern at the area of vadose zone soil impact. There are no structures currently in the vicinity of this area and the pathway is considered relevant, but not currently complete. Should future development occur (without remediation) at the north end of the site in the area of the OIP-6 boring location where LNAPL is present in the vadose zone, the VI pathway from soil would potentially be complete. To close the site without remediation, a Restrictive Covenant would need to be recorded that requires a sub-slab depressurization system and/or a vapor barrier for any new construction near the areas of impact.
#### Project Summary #1 – Phase I/Phase II/Baseline Environmental Assessment

Project Name: Law & Title Building, Unit 5 and Common Elements, St. Joseph, MI

Project Type: Phase I Environmental Site Assessment, Phase II Site Investigation, Baseline Environmental Site Assessment, Due Care Compliance Documentation

Contact Information: 811 Ship Street, LLC, Mowitt S. Drew, III, (269) 591-6915

<u>Project Description</u>: Point Blue was retained by the potential purchaser acquiring Unit 5 and the common elements at the Law & Title Building. The Phase I Environmental Site Assessment (Phase I) identified the first developed use as a livery/boarding, St. Joe Monument Works, and residential purposes from the early-1900s until the late-1920s. A gasoline station occupied the southwestern portion of the property from the late-1920s until the late-1950s. From the early-1940s until the late-1960s, an automobile repair shop occupied the northwestern portion of the property. In the early-1960s, the former gasoline station was occupied with a battery shop. In the late-1960s to the early-1970s, all the structures at the condominium footprint were razed during the Urban Renewal Project in downtown St. Joseph. In 1972, a commercial condominium structure was constructed at the central portion of the property includes Unit 5 on the third floor and the associated common elements. The Phase I identified environmental concerns including the historical use as a gasoline station and an automobile repair shop. Previous environmental investigations conducted in 2003 and 2017 identified the presence of petroleum compounds in soil samples that exceeded the stablished health-based cleanup criteria.

A Phase II Site Investigation conducted at the property included the performance of soil borings for the collection of soil samples and groundwater samples. Soil and groundwater samples were collected utilizing a hand operated stainless steel soil recovery auger and temporary monitor wells.

A total of four soil samples and three groundwater samples were collected and subjected to laboratory analysis. Laboratory analysis identified the presence of adverse impact in the soil and groundwater samples collected at the property above established residential criteria. Based on the confirmed presence of adverse impact, the site was considered to be a facility. A BEA was prepared on behalf of the prospective owner and submitted to EGLE to provide a shield from liability for existing contamination.

Impacted soil and groundwater were detected in samples collected near the western subject property boundary. Based on the close proximity of the petroleum contamination to the subject property boundary, it was likely an off-site migration had occurred. Notices of off-site migration were prepared and submitted to EGLE and the affected adjacent property owner. Due care compliance documentation was prepared for this property in order to prevent unacceptable exposures to contamination at the property during business operations and to prevent additional impact to the subsurface soil/groundwater at the site.

#### Project Summary #2 – Phase I/Phase II/Baseline Environmental Assessment

Project Name: Former Hermel Die Casting Corporation, Eau Claire, MI

Project Type: Phase I Environmental Site Assessment, Phase II Site Investigation, Baseline Environmental Site Assessment

Contact Information: The Machine Works, LLC, Chris Walters, (423) 488-0660

<u>Project Description</u>: Point Blue was retained by the potential purchaser acquiring a light industrial facility for laser cutting and bending of steel and aluminum sheet metal parts. The Phase I Environmental Site Assessment (Phase I) identified the property was utilized for agricultural purposes (fruit orchards) from the late-1930s to the mid-1950s. In the early-1950s, an industrial building was constructed and occupied by Hermel Die Castings Corporation, a zinc and aluminum die-casting operation, which operations ceased in approximately 2015. The Phase I identified environmental concerns including the historical use for industrial purposes for over 60 years, a network of trench drains and sumps at each of the former zinc and aluminum die-cast areas, and former fruit orchards.

A Phase II Site Investigation conducted at the property included the performance of soil borings for the collection of soil samples and groundwater samples. Soil and/or groundwater samples were collected utilizing a truck mounted hydraulic soil probe or a hand operated stainless steel soil recovery auger.

A total of 15 soil samples and six groundwater samples were collected and subjected to laboratory analysis. Laboratory analysis identified the presence of adverse impact in the soil samples collected at the property above established residential criteria. Based on the confirmed presence of adverse impact, the site was considered to be a facility. A BEA was prepared on behalf of the prospective owner and submitted to EGLE to provide a shield from liability for existing contamination.

#### Project Summary #3 – Phase I/Phase II/Baseline Environmental Assessment

- Project Name: Dollar General, Berrien Springs, MI
- Project Type: Phase I Environmental Site Assessment, Phase II Site Investigation, Baseline Environmental Site Assessment, Due Care Compliance Documentation

Contact Information: SoKiss, LLC, Marivel Kissinger, (269) 240-0025

<u>Project Description</u>: Point Blue was retained originally by a bank for the potential purchaser to acquire an existing Dollar General store. The Phase I Environmental Site Assessment (Phase I) identified the first developed use of the property as fruit orchards since at least the late-1930s. An automotive dealership was at the property from 1960 to 1980, and then was utilized as an automotive repair training facility for a college university in 1980 to the mid-2000s. In 2006, the building was remodeled into a Dollar General store. The Phase I identified environmental concerns including the historical use as an automobile dealership/repair training facility (with a prior BEA in 2006 confirming the presence of contamination), and an AST containing waste oil previously located outside the building (with six tons of contaminated soils removed in 2005).

The Phase II Site Investigation consisted of subsurface sampling activities at the property including the performance of soil borings for the collection of soil samples, and the installation of sub-slab vapor pins/points for the collection of soil gas samples to evaluate the vapor intrusion pathway. Soil samples were collected utilizing a truck-mounted hydraulic soil probe and hand-operated stainless steel soil recovery auger.

A total of 23 soil samples and three soil gas samples were collected and subjected to laboratory analysis. Laboratory analysis identified the presence of adverse impact in the soil samples collected at the property above established residential criteria. Based on the confirmed presence of adverse impact, the site was considered to be a facility. A BEA was prepared on behalf of the prospective owner and submitted to EGLE to provide a shield from liability for existing contamination.

Based on the presence of impacted shallow soils north of the building, soil removal and off-site disposal activities were conducted to address potential exposure pathways. Following waste characterization, the contractor conducted soil abatement activities. A total of 30.6 tons of contaminated soil was removed from two delineated areas north of the building. To verify the effectiveness of soil remediation efforts, 12 samples were collected and subjected to laboratory analysis. None of the concentrations exceeded the GRCC. The Documentation of Compliance with Section 20107a was prepared for the current owner, SoKiss, LLC.

#### Project Summary #1 – Remediation Systems Design/Construction Oversight/O&M

Project Name: Former Farmer's Supply Company, Bloomingdale, MI

Project Type: Remediation Systems Design/Construction Oversight/O&M

Contact Information: Fleming Brothers Oil Co., Thomas Fleming, (269) 637-5255

<u>Project Description</u>: Personnel from Point Blue were initially retained to conduct due diligence activities of the former Farmer's Supply Company site which was a former gasoline station. A Phase I Environmental Assessment, Phase II Environmental Site Investigation, Baseline Environmental Assessment, UST removal, soil and groundwater abatement/excavation, evaluation of volatilization to indoor air pathway, groundwater monitoring, and preparation of a Final Assessment Report (FAR) were conducted. Fleming Brothers Oil Company hired Point Blue to monitor groundwater conditions and to develop and implement in situ treatment activities.

A feasibility study (FS) was conducted and presented in the FAR to identify and evaluate possible remediation options. Based on the results of the FS, a Corrective Action Plan (CAP) was developed and presented in the FAR to remediate the remaining petroleum impact. The CAP included mixing the injection of oxygen releasing compound (ORC) under pressure into the subsurface to treat the petroleum contaminants by enhancing bioremediation. A Treatment Work Plan was subsequently prepared to outline the more specific scope of work for implementation of the CAP and was submitted to and approved by EGLE. Prior to initiating treatment, baseline monitoring was conducted pursuant to the Treatment Work Plan. The scope of work included the installation of additional monitoring wells and the collection and analysis of groundwater samples. In addition, soil samples were collected during the installation of the additional monitoring wells. Based on the results of the baseline monitoring, the treatment area was expanded to the east and to the south to address these impacts in furtherance of remedial objectives.

The remediation was accomplished through the in-situ injection of ORC, a chemical solution, into targeted subsurface locations. Injected ORC when in contact with water produces a controlled release of molecular oxygen. The oxygen is used by microorganisms to transform petroleum contaminants into carbon dioxide, water, and microbial cellular mass. The excess available oxygen accelerates the natural aerobic biodegradation process.

The corrective action injection activities occurred over a four-day period from 30 November to 3 December 2021. Supplies which were shipped to the site for the treatment activities consisted of 114 40-pound bags of ORC. Regenesis mobilized a trailer to the site which was used for mixing and injecting the chemicals. The trailer was equipped with a dual batch mixing system with two 350-gallon mixing tanks. One of the tanks was used for mixing and the second tank was used to inject the chemicals in solution. A positive displacement, electrically powered pump was used for the injections. Regenesis subcontracted SCS to complete direct push borings for chemical injections. The chemicals in solution were injected via hoses through direct push drilling using a "bottom-up" method with either a three-foot retractable screen or an expendable tip. The direct push tooling was set at three different intervals (from deep to shallow) for each injection location to distribute the chemical mixtures across the depth of the treatment zone injection location according to the treatment design. Regenesis documented the chemical injection activities in an Application Summary Report.

#### Project Summary #1 (continued) – Remediation Systems Design/Construction Oversight/O&M

Area A consisted of a 1,500 SF area surrounding the MW-4 and MW-12 series wells and the former UST area. The volume of soil and groundwater treated in Area A is 950 cubic yards. The top of treatment is 8 feet bgl and the bottom of treatment is 25 feet bgl. This zone was treated with ORC. Actual quantities consist of ORC – 3,062 pounds, volume (including mixing water) – 970 gallons, and injection points A-1 through A-23.

Area B consisted of an 850 SF area due west of the existing building. The volume of soil and groundwater treated in Area B is 315 cubic yards. The top of treatment is 15 feet bgl and the bottom of treatment is 25 bgl. This zone was treated with ORC. Actual quantities consist of ORC – 1,040 pounds, volume (including mixing water) – 196 gallons, and injection points B-1 through B-13.

Area C consisted of a 500 SF area due west of Area A. The volume of soil and groundwater treated in Area C is 130 cubic yards. The top of treatment is 8 feet bgl and the bottom of treatment is 15 feet bgl. This zone was treated with ORC. Actual quantities consist of ORC – 460 pounds, volume (including mixing water) – 80 gallons, and injection points C-1 through C-8.

Post-treatment and post-injection groundwater sampling has been conducted at the site. Based on the data, the ORC is having the intended effect of increasing aerobic biodegradation and enhancing the natural attenuation process, and thus, it is expected that overall VOC concentrations will continue to show a decreasing trend in subsequent monitoring events. The concentrations of dissolved petroleum contaminants are trending downward after treatment. Point Blue will continue to conduct post-injection groundwater monitoring events.

#### Project Summary #2 – Remediation Systems Design/Construction Oversight/O&M

Project Name:Value Mart, St. Joseph, MIProject Type:Remediation Systems Design/Construction Oversight/O&M

Contact Information:

<u>Project Description</u>: Through the Michigan Underground Storage Tank Authority (MUSTA), this site was approved for funding. The site is Value Mart, a gasoline station and convenience store with four USTs. Initial and final assessment activities were conducted previously by Point Blue staff, including soil and groundwater abatement, and evaluation of the volatilization to indoor air pathway. The Initial Assessment (IA) Report was prepared/submitted in December 2018 and the Final Assessment (FA) Report was prepared/submitted in November 2019. A feasibility study (FS) was conducted to investigate potential corrective actions at the site that are appropriate for groundwater and soil remedial actions. The selected remedial option in the corrective action plan (CAP) for treatment of the petroleum contaminated soil and groundwater consisted of the application of PetroFix<sup>™</sup> which is an in situ petroleum adsorbing compound (PAC) to the source zone and an application of ORC Advanced<sup>®</sup> which is an oxygen releasing compound (ORC) and PAC to contamination outside of the source zone.

921 Main Street Gas & Grocery, Rajbir Singh, (269) 369-4792

Baseline groundwater monitoring and analysis was conducted in May 2020 prior to treatment to establish the contaminant concentrations and determine existing baseline metal concentrations in the groundwater. During IA and FA activities, four sub-slab soil gas sampling ports were installed in the concrete slab floor of the commercial building and four soil gas sampling were installed near the basements of the residences located at 913 Main Street (north side of Site) and 711 Jones Street (east side of site). A baseline soil gas sampling event was conducted in May/June 2020.

A ground penetrating radar (GPR) survey was conducted by Worksmart, Inc. of Paw Paw, Michigan, in 2020 to locate/verify utility locations and USTs. A traditional land survey of the property conducted by Abonmarche Consultants, Inc. of Benton Harbor, Michigan, took place after the GPR survey. The survey included the placement underground utilities locations marked by the GPR survey and the marking by the Miss Dig system of Michigan.

Due to the inability to accurately mark the location of underground fuel lines from the USTs to the dispensers, it was decided that wells for injection within the UST and dispenser area would be installed utilizing hand tools. Five soil borings were advanced by personnel utilizing a hand-operated, stainless steel, soil recovery auger (hand auger) at locations intended to enable the injection of PAC to the source zone. During borehole advancement activities, soil samples were continuously collected, classified, and described in the field by a geologist.

The corrective action injection activities occurred over a seven-day period from 3 to 5 June 2020 and from 8 to 11 June 2020. Supplies which were shipped to the site for the corrective action activities included 18 drums of PAC, 27 bags of ORC, and 18 containers of nutrients to mix with PAC. Regenesis (the remediation chemical vendor/chemical mixing-injection contractor) mobilized a trailer to the site which was used for mixing and injecting the chemicals. The trailer was equipped with a dual batch mixing system with two 350-gallon mixing tanks. One of the tanks was used for mixing and the second tanks was used to inject the chemicals in solution. A positive displacement, electrically-powered pump was used for the injections. Water was obtained from the City of St. Joseph. A trailer with water tanks was used to transfer water from a nearby street hydrant. Water from the water tanks was pumped to the mixing tanks as needed.

#### Project Summary #2 (continued) – Remediation Systems Design/Construction Oversight/O&M

The remediation area was separated into two zones, the source zone and the plume body zone. The source zone consists of the area which encapsulates the UST components, including the tanks and the dispensers. Only PAC was injected into the source zone. Both PAC and ORC were injected into the plume body zone.

Product mixtures were injected under pressure (up to 32 psi) at flow rates of up to 2 gpm. The injection system had the ability to inject product mixtures in up to four injection points simultaneously using a piping manifold. Regenesis subcontracted a drilling company, SCS Environmental Contracting of Fort Wayne, Indiana, to complete direct push borings for chemical injections. The chemicals in solution were injected via hoses through direct push drilling using a "bottom-up" method with either a three-foot retractable screen or an expendable tip. The direct push tooling was set at three different intervals (from deep to shallow) for each injection location to evenly distribute the chemical mixtures across the depth of the treatment zone injection location.

The actual quantities used for the PAC injections within the source zone into five injection wells was PAC - 1,687 pounds, nutrient – 85 pounds, and volume (including mixing water) – 1,955 gallons. The average injection flow rate to the source zone was 1.83 gpm. The amount of PAC injected per well was IW-1: 320 pounds, IW-2: 320 pounds, IW-3: 407 pounds, IW-4: 320 pounds, and IW-5: 320 pounds.

Thirty-seven (37) injection points, advanced by direct push techniques, were completed. The actual quantities used for the PAC and ORC injections within the plume body zone was PAC - 5,513 pounds, ORC - 1,080 pounds, and volume (including mixing water) - 7,110 gallons. The average injection flow rate to the plume body zone was 1.96 gpm. The amount of chemicals applied in each point was IP-4 through IP-30 - 152 pounds each, IP-1 and IP-36 - 224 pounds each, IP2 - 245 pounds, IP-31 - 159 pounds, IP-33 through IP-35 - 150 pounds each, IP-32 and IP-37 - 55 pounds each.

Point Blue is conducting quarterly groundwater and soil gas monitoring at the site to monitor the status of the petroleum release identified near the gasoline tanks. Quarterly monitoring activities consist of groundwater elevation measurements, groundwater sample collection, soil gas sample collection, laboratory analyses, and data reduction/evaluation. Groundwater samples are collected from each of the twelve shallow monitor wells utilizing low-flow sampling procedures. When applicable, groundwater is purged at a low-flow rate of less than 0.500 liters/minute (L/min). Specific physical parameters (including pH, temperature, oxygen-reduction potential, conductivity, turbidity, and dissolved oxygen) are continuously monitored during the purging activities utilizing a Horiba U-52 multiparameter meter equipped with a closed, flow-through cell. Each of the twelve groundwater samples are subjected to analysis of gasoline indicator parameters utilizing new, laboratory-supplied containers with Teflon<sup>TM</sup>-lined caps. The groundwater samples are preserved in the field utilizing hydrochloric acid. In addition to the groundwater samples, duplicate groundwater samples, a trip blank, and a field blank are also collected and analyzed for QA/QC purposes. Following appropriate preservation activities, samples collected are immediately placed in an ice-filled cooler, and subsequently delivered to an independent laboratory by a laboratory courier under chain of custody documentation for chemical analysis.

Soil gas samples are collected from each of the sub-slab sampling ports and the soil gas sampling points located near the residences (off-site). Prior to sample collection, three volumes of air are purged through the tubing from each sample port/point. Point Blue personnel collect one soil gas sample from each port/point using new one-quarter inch polyethylene tubing, one-liter Bottle Vac canister, and a calibrated low-flow controller (5-minute sample collection). Soil gas samples collected during the performance of investigative activities are submitted to an independent laboratory for analysis and are analyzed for the presence of volatile organic compounds utilizing EPA Method TO-15.

Restricted closure is not an option at this time due to the exceedance of the SSTL in the groundwater. If a restricted closure is not feasible after additional quarters of monitoring, potential additional treatment injections will be considered as described in the CAP.

#### Project Summary #3 – Remediation Systems Design/Construction Oversight

Project Name: Marathon Gasoline Station, Middlebury, Indiana

Project Type: Remediation Systems Design/Construction Oversight

Contact Information: American Petroleum, Inc., Monte Singh, (574) 825-8929

<u>Project Description</u>: Point Blue was retained to conduct activities associated with the LNAPL recovery system installation and start-up at a Marathon gasoline station in Middlebury, Indiana.

The tasks include 1) pre-implementation planning, estimating, coordination, scheduling, and project administration, 2) securing and installing new electrical service, 3) installing new LNAPL recovery wells, 4) LNAPL recovery system installation, 5) LNAPL recovery system start-up, and 6) CAP implementation report.

Point Blue is conducting pre-implementation planning, bidding coordination, estimating, and scheduling of construction activities with subcontractors, their subcontractors, utility companies, and other entities as required. The installation of a new electrical service which will be separate from the existing electrical service that powers the Marathon station will be performed, enabling the separate tracking of power (using a separate electric meter) used by the LNAPL recovery system and future soil vapor extraction and air sparge system.

Point Blue will then install new LNAPL recovery wells within the tank vault area. The integration of these wells into the LNAPL recovery scheme will aid in hydraulic control of the plume and increase the anticipated LNAPL recovery rate at the site. A Point Blue geologist will oversee the LNAPL recovery well installation and will subcontract a company to hydro-excavate shallow subsurface soils to uncover any USTs or other UST components that are in the vicinity of the proposed recovery well locations. Vacuum-excavation will be utilized as necessary. New LNAPL recovery well installations will proceed once all utilities/tanks/appurtenances are cleared. The recovery wells will be installed using hollow-stemmed auger techniques. The recovery wells will be four inches in diameter and shall be PVC in construction. The wells will be 20 feet deep, with five-foot lengths of casing both above and below a 10-foot screen installed from five to 15 feet below ground surface. The wells shall be contained within new 24-inch by 24-inch by 24-inch deep traffic rated locking vaults.

A Point Blue engineer will oversee the construction and installation of the LNAPL recovery system. A qualified environmental contractor procured by Point Blue will install the LNAPL recovery system. Upon the completion of the installation of the LNAPL recovery system, the system will be tested for satisfactory operation of all components. A Point Blue engineer will oversee all start-up tasks. All tubing and connections will be inspected and tested for potential leaks. In order to test the successful operation of the autodialer, conditions will be created to mimic a high level tank condition and a system loss of power. Upon the creation of these conditions, the autodialer will be checked for its satisfactory performance. To further adjust and monitor the successful operation of the system, a 30-day period with bi-weekly inspections will be conducted as a part of the system start-up period. LNAPL recovery conditions will be varied (i.e., pumping cycle frequency, air pressure, pump depth, etc.) in order to optimize system LNAPL recovery. As the LNAPL storage tank nears its storage capacity, a vacuum truck shall be scheduled to evacuate the tank. One storage tank evacuation event will be conducted within this project scope.

A CAP Implementation Report to document the LNAPL recovery system installation and start-up will be completed. The report will contain a scaled "as-built" site map, indicating final locations of the LNAPL recovery system components; the system installation timeline; copies of field notes; photographs documenting the installation; LNAPL recovery logs; copies of waste manifests; and logs of LNAPL recovery progress commencing with the start-up period.

#### Project Summary #1 – Underground Storage Tank Removal

Project Name: Former Gasoline Station, Coloma, MI

Project Type: Underground Storage Tank Removal

Contact Information: Lake Jericho, LLC, Alvin Walker, (312) 307-3350

Project Description: Through the Michigan Underground Storage Tank Authority (MUSTA), this site was approved for funding. A prior Phase I Environmental Site Assessment, Phase II Limited Site Investigation, and Baseline Environmental Assessment were conducted. The site was developed in the 1940s with rental cabins, a store, and a gasoline station. USTs were in use at the site from the mid-1940s until the 1980s. In 2014, the buildings including the rental cabins and store were demolished. During due diligence activities conducted in 2021 for a potential property acquisition, two fill ports were discovered in a landscaped area formerly located to the southeast of the former gas station/store building and a former dispenser island was visible to the southwest of the former store/gasoline station building. Additional investigation (e.g., probe rod) revealed the presence of at least two gasoline USTs (one 1,000gallon and one 2,000-gallon) in that location. The site was not listed on the Active UST database at the time of the discovery of the USTs. One 1,000-gallon and one 2,000-gallon USTs formerly containing gasoline were registered with LARA on 7 October 2021. A ground penetrating radar survey performed across the areas at and surrounding the former gas station did not reveal any anomalies associated with the potential presence of remaining USTs. Boerman's Environmental & Excavating of Allegan, Michigan, removed the USTs from the ground on 19 October 2021.

Initial Assessment activities were conducted at the Site to evaluate the risk associated with the petroleum release, to determine if groundwater had been impacted, to verify aquifer characteristics including groundwater flow direction and velocity (if groundwater is impacted), and to delineate the extent of soil contamination. The activities consisted of the advancement of soil borings utilizing a truck-mounted hydraulic soil probe and an ATV mounted hydraulic soil probe and the collection and laboratory analysis of soil and groundwater samples. An Initial Assessment Report was submitted to EGLE in April 2022.

Additional investigation activities were required to further evaluate the groundwater quality immediately down-gradient from the release location. A Final Assessment Report was submitted to EGLE in October 2022. An additional groundwater monitoring event was also conducted in December 2022. It is anticipated that a closure report will be prepared and submitted to close the confirmed release.

#### Project Summary #2 – Soil Excavation

Project Name: 401 River Street, Buchanan, MI

Project Type: Soil Excavation

Contact Information: City of Buchanan, Mike Baker, (269) 591-0945

<u>Project Description</u>: Point Blue was retained to document the effectiveness of response actions conducted in compliance with Section 20107a of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. Activities conducted consisted of initial material characterization, assistance with landfill coordination, soil abatement oversight, and verification of soil remediation sample collection/analysis. In March 2022, an unauthorized discharge of fluids and sediment occurred at the property. The material reportedly originated from the cleaning of an off-site, oil-water separator or grit/grease trap component of a local business. The material was transported to the northern drive of the property and discharged to the surface (partially on the asphalt drive and partially to open soils). A petroleum sheen was noted on the asphalt pavement at the northern drive of the property and stained soils were observed east of the drive. The discovery was made by City of Buchanan employees and the discharge area was immediately surrounded with a granular soil berm to prevent further migration/spread of impact.

In order to appropriately characterize the waste soil for disposal purposes, Point Blue collected a composite soil sample from the impacted area for laboratory analysis. In accordance with the requirements of the local Type II disposal facility (Southeast Berrien County Landfill), the composite soil sample was submitted to an independent laboratory for analysis of pH, total cyanide, total sulfate, polychlorinated biphenyls, and flashpoint. Waste characterization results were submitted along with a generator profile to the landfill in order to obtain disposal authorization. Due to the nature of the material discharged, it was necessary to be able to evaluate impacted soils for specific contaminants of concern for comparison to verification of soil remediation soil samples. Therefore, a grab sample of the obviously impacted material (based on visual and olfactory observations) was collected and submitted to an independent laboratory for analysis including arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver (RCRA list metals), volatile organic compounds, and polynuclear aromatic compounds.

Based on the presence of adverse impact identified by laboratory analysis, the removal and proper disposal of contaminant source material was identified as an appropriate response action. In June 2022, the contractor conducted soil abatement activities at the identified impacted area. Point Blue personnel oversaw soil excavation/loading activities. Soil samples collected during the soil abatement activities were periodically inspected by a professional geologist and screened in the field with a photoionization detector to guide the advancement of the excavation.

A total of 50.59 tons of contaminated soil was removed from the release area. Impacted material was directly loaded into the dump truck and transported to Southeast Berrien County Landfill under appropriate waste manifest documentation. Following the performance of soil abatement activities, soil samples were collected to verify the effectiveness of soil remediation efforts.

#### Project Summary #3 – Soil Excavation

Project Name: Dollar General, Berrien Springs, MI

Project Type: Soil Excavation

Contact Information: SoKiss, LLC, Marivel Kissinger, (269) 240-0025

<u>Project Description</u>: Point Blue was retained originally by a bank for the potential purchaser to acquire an existing Dollar General store. The Phase I Environmental Site Assessment (Phase I) identified the first developed use of the property as fruit orchards since at least the late-1930s. An automotive dealership was at the property from 1960 to 1980, and then was utilized as an automotive repair training facility for a college university in 1980 to the mid-2000s. In 2006, the building was remodeled into a Dollar General store. The Phase I identified environmental concerns including the historical use as an automobile dealership/repair training facility (with a prior BEA in 2006 confirming the presence of contamination), and an AST containing waste oil previously located outside the building (with six tons of contaminated soils removed in 2005).

The Phase II Site Investigation consisted of subsurface sampling activities at the property including the performance of soil borings for the collection of soil samples, and the installation of sub-slab vapor pins/points for the collection of soil gas samples to evaluate the vapor intrusion pathway. Soil samples were collected utilizing a truck-mounted hydraulic soil probe and hand-operated stainless steel soil recovery auger.

A total of 23 soil samples and three soil gas samples were collected and subjected to laboratory analysis. Laboratory analysis identified the presence of adverse impact in the soil samples collected at the property above established residential criteria. Based on the confirmed presence of adverse impact, the site was considered to be a facility. A BEA was prepared on behalf of the prospective owner and submitted to EGLE to provide a shield from liability for existing contamination.

Based on the presence of impacted shallow soils north of the building, soil removal and off-site disposal activities were conducted to address potential exposure pathways. Following waste characterization, the contractor conducted soil abatement activities. A total of 30.6 tons of contaminated soil was removed from two delineated areas north of the building. To verify the effectiveness of soil remediation efforts, 12 samples were collected and subjected to laboratory analysis. None of the concentrations exceeded the GRCC. The Documentation of Compliance with Section 20107a was prepared for the current owner, SoKiss, LLC.

#### Project Summary #1 – Vapor Intrusion Assessments/Risk Management/Design/Installation/O&M

Project Name: 105 Main Street and 106 Court Street, St. Joseph, MI

Project Type: Vapor Intrusion Assessments/Risk Management/Design/Installation/O&M

Contact Information: RJ Holdings, Julie Thomsen, (269) 325-0141

Project Description: Point Blue personnel conducted a Phase I Environmental Site Assessment (Phase I). The Phase I identified the property was historically a drycleaner from the mid-1920s to the mid-1960s and several gasoline stations from the late-1920s to the mid-1960s. Due to the historical use of the property as gasoline stations and the absence of documentation regarding the number or the removal of underground storage tanks, a ground penetrating radar survey was conducted using USRADAR, Inc. E.R.A. Model. A Phase II Limited Site Investigation was conducted at the property in 2021 to identify the environmental concerns. The activities consisted of the advancement of soil borings for the collection and laboratory analysis of soil, groundwater, and soil gas samples. Laboratory analysis identified the presence of adverse impact in the soil, groundwater, and soil gas samples collected at the property. Based on the confirmed presence of adverse impact, the site was considered to be a facility. A BEA was prepared on behalf of the prospective owner and submitted to EGLE to provide a shield from liability for existing contamination.

Based on the potentially completed soil volatilization to indoor air pathway, sub-slab depressurization systems (SSDSs) were installed and implemented. The SSDSs installed at the property included 25 sub-slab extraction points, Schedule 40 PVC extraction piping, 4 SSDS rooftop-mounted fans, 4 exhaust stacks, low vacuum alarms, vacuum gauges, and 15 sub-slab monitoring points. Vertical piping was installed at 25 strategic locations in shallow vacuum pits through the concrete floors to create negative pressure conditions beneath the building utilizing fans. The vertical PVC extraction piping originating in the vacuum pits was manifolded together and routed to one of four SSDS fans mounted to the building rooftop. Exhaust piping from the fans was routed to the discharge points, 24-inches above the roof lines. Vacuum gauges were installed on each manifolded line on the interior of the building.

Point Blue provided oversight and documentation for the installation, start-up, and post-mitigation testing for the SSDSs. The SSDSs were designed by Obar Systems, Inc. of Newfoundland, New Jersey, and installed by Earth Link Environmental, Inc. of Belleview, Michigan, in June 2022.

The SSDSs start-up and post-mitigation testing occurred in June 2022. Post-mitigation testing consisted of a series of field extension tests. The field extension tests occurred with the SSDSs operating and consisted of measuring vacuum at the sub-slab monitoring points to ensure that the building slabs were under a negative pressure (vacuum). Each of the vacuum readings met the minimum sub-slab vacuum level for the prevention of vapor intrusion in accordance with the EAGLE guidelines. The O&M plan presents the measured vacuum readings collected at each test point location during the pressure field extension testing. An environmental fact sheet was prepared to inform future construction and/or utility workers of the existing site conditions, the hazardous substances present, and a contact for additional information.

The system has been installed and has been in continuous operation since June 2022.

#### Project Summary #2 – Vapor Intrusion Assessments/Risk Management/Design/Installation/O&M

Project Name: Goods and Heroes, Three Oaks, MI

Project Type: Vapor Intrusion Assessments/Risk Management/Design/Installation/O&M

Contact Information: Goods and Heroes, Suzanna Bierwirth, (312) 450-4002

<u>Project Description</u>: Point Blue personnel were retained to conduct a Phase I Environmental Site Assessment (Phase I). The Phase I identified the property was historically a drycleaner from the mid-1970s to the late-1980s. In 2021, site investigation activities were conducted to provide data for due care compliance evaluation. The activities consisted of ten soil borings for the collection and laboratory analysis of soil and groundwater samples and the installation of three sub-slab soil gas points inside the building for the collection and laboratory analysis of soil gas were identified in excess of nonresidential cleanup criteria. An exposure evaluation was conducted and the soil volatilization to indoor air pathway was considered potentially complete (prior to the installation and implementation of a sub-slab depressurization system [SSDS]).

The SSDS was designed to lower air pressure immediately beneath the concrete floor of the building, relative to the air pressure inside the building, to prevent contaminated vapor from entering the indoor air. Vertical piping was inserted at strategic locations beneath the concrete floor. Collected sub-slab vapor was exhausted to the atmosphere above the building using fans. Point Blue personnel provided oversight and documentation for the installation, start-up, and post-mitigation testing for the SSDS. The system was installed by Vapor Control Solutions (VCS) of Northville, Michigan, in August/September 2021. An environmental fact sheet was prepared and presented to VCS and its subcontractors prior to work at the property to inform workers of the existing site conditions, the hazardous substances present, and a contact for additional information.

The SSDS installed at the property included seven sub-slab extraction points, Schedule 40 PVC extraction piping, two SSDS fans mounted to building exterior, two exhaust stacks, low airflow alarms, vacuum gauges, and air sampling points. Vertical piping was inserted at seven strategic locations in shallow vacuum pits beneath the concrete floor to create negative pressure conditions beneath the entire slab area at the property when soil vapor was extracted by the SSDS fans. The vertical PVC extraction piping, originating in the vacuum pits, was manifolded together and routed to either one of two SSDS fans (Fan A or Fan B) mounted to the building exterior. Exhaust piping from the fans (Fan A and Fan B) was routed to the discharge points, 24 inches above the roof line. Vacuum gauges were installed on each manifolded line on the interior of the building. The SSDS start-up and post-mitigation testing occurred on 1 September 2021. Post-mitigation testing consisted of a series of eight pressure field extension tests occurred with the SSDS operating and consisted of drilling eight holes through the concrete slab spaced throughout the building to ensure that the entire building slab was under a negative pressure (vacuum). A vacuum gauge was inserted into each of the drilled holes and vacuum levels were read and recorded. Each of the vacuum readings met the minimum subslab vacuum level for the prevention of VI in accordance with the EGLE guidelines.

Based on the assumed northwesterly groundwater flow at the property and the location of the soil and groundwater samples, it has been confirmed that impacted soil and groundwater was present on the adjacent Maple Street and alley roadways/rights-of-way to the north and west. A Notice of Migration of Contamination (Form EQP4482), which provides additional information regarding the parameters detected, the parties notified, and a map depicting sample locations was provided to the Village of Three Oaks and EGLE.

#### Project Summary #3 – Vapor Intrusion Assessment

Project Name: Hofmann Industries, Inc. - Michigan Tube Division, Eau Claire, MI

Project Type: Vapor Intrusion Assessment

Contact Information: Hofmann Industries, Inc., Stephen Owens, (610) 678-8051

<u>Project Description</u>: Point Blue personnel performed investigative activities associated with evaluating the volatilization to indoor air pathway (VIAP). In the 1930s, the facility operated as a tractor factory and included tooling, die casting, plating, and painting. Waste liquids were settled and separated in the factory and the excess wastewater was discharged into several large leaching basins/seepage lagoons. In 1965, the facility began manufacturing carbon-steel tubing. A zinc-cyanide electroplating process was utilized at the site until the late-1970s. Past waste disposal practices were authorized and permitted by the State of Michigan and consisted of the discharge of treated electroplating process wastewater to the several large on-site seepage lagoons. The seepage lagoons were abandoned in 1978 when the facility implemented a cyanide-free zinc plating process and a treatment system. The MDEQ Superfund Section conducted an Expanded Site Assessment of the site in September 2000 as approved by the USEPA. The investigation included the collection of sediment, soil, water, and groundwater samples and the installation of temporary wells. In January 2001, the MDEQ-ERD issued correspondence to identify their understanding of significant soil and groundwater contamination issues at the site. After soil and groundwater sampling collection activities, a Remedial Investigation and Feasibility Study at this site was developed. Since then, annual monitoring has been conducted.

Inn 2019, a vapor intrusion (VI) investigation was initiated based on the presence of chlorinated solvents in groundwater at the property and the presence of a shallow water table at some areas. In addition, several residential dwellings are located in the vicinity of the property. The investigation involved the installation of sub-slab sample points and the collection of soil gas samples from beneath the concrete floor of the industrial structure (sub-slab soil gas samples). Exterior soil gas sampling activities were also completed southwest of the building, along the fence line toward the residential dwellings.

The VIAP was evaluated for the industrial building at the property and for the nearby residential properties which are located to the south. The Interstate Technology Regulatory Council (ITRC) Technical and Regulatory Guidance for the Vapor Intrusion Pathway: A Practical Guidance (January 2007) outlines screening methods that provide scientifically based lateral and vertical separation distances for structures in relation to identified and characterized source material impacted with any volatile hazardous substance other than petroleum. These distances are established based on the known degradation rates of chlorinated vapors in the subsurface and are designed to identify sites with a potentially completed VI pathway or to screen out sites where the pathway is incomplete. Specifically, the ITRC has established an initial lateral separation distance of 100 feet and a vertical separation distances are appropriate for contamination at the property which consists solely of chlorinated solvent contaminants. Based on the close proximity of the residential properties within the 100 feet lateral inclusion zone, the potential VI risk was evaluated based on the documented presence of chlorinated solvents in groundwater.

Two consecutive sampling events of the sub-slab soil gas and soil gas points were conducted to evaluate seasonal variability. The consecutive sampling events were intended to demonstrate conditions during the dry summer months (typically July through mid-September) and winter heating months (mid-November through March) to account for seasonal variation in subsurface conditions. The sample collection was conducted during two different time periods to assess for worst-case conditions related to seasonal variability. The sampling events described herein were conducted in March 2019 (cold weather event) and July 2019 (warm weather event). A graphic conceptual site model was developed which depicts the extent of the chlorinated solvent groundwater plume and its close proximity to the residential properties across Love Road.

Additional investigative activities are warranted to further evaluate the VIAP and to determine whether the indoor air inhalation pathway is reasonable and relevant. Specifically, it is recommended that additional source investigation be completed to evaluate soil and groundwater beneath this area of the building. It is also recommended to conduct an indoor air investigation to evaluate ambient conditions since soil vapor concentrations in combination with a conceptual site model indicate that there is potential for an unacceptable risk for indoor air exposures.

## Attachment 4

Sample of Daily Construction Log and Weekly Report

DAILY CON	ISTRUCTION LOG		Date:			
Site Name Site Location				1	OF	2
SITE OPENED AT:	AM	BY:				
SITE CLOSED AT:	РМ	BY:				
WEATHER:						AM
						РМ
ON-SITE PERSONNEL	AFFILI	ATION			PURPOSI	E
			· ·			
ACTIVITIES CONDUCTED:	QUANTITY TONs TODAY:	QUANTITY TO TO DATE:	INS	ACTI		PLETED
DESCRIBE ANY PROBLEMS/POTENT		ONS TAKEN:				
EQUIPMENT ON-SITE	AFFILI	ATION			QUANTIT	Ŷ
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DAILY CONSTRUCTION LOG							
			Date:				
Site Location			Page:	2	OF	2	
HAULING VEHICLES	IG VEHICLES CONTENTS			Manifest No. / Quantity Tons			
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LOG PREPARED BY:			DATE:				

#### MINUTES OF ON-SITE WEEKLY MEETING SITE NAME, LOCATION, MICHIGAN

Date of Meeting:	Date
Time of Meeting:	Time
Location:	Site Name, Location, Michigan
Present:	XX XXX, EAGLE XX XXX XX XXX. Mark Seaman, Point Blue, LLC
Minutes Prepared By:	Mark Seaman, Point Blue, LLC

- XX XXX asked if final revision of submittal and pre-submittals had been completed. XX XXX indicated that final revisions had been completed and mailed to both XXXX and Point Blue.
- Discussion of the setup of temporary facilities revealed that obtaining power on-site turned out to be more difficult than previously anticipated. All parties agreed that a generator for power would be sufficient for the duration of the job.
- Phone and fax lines have been established at the job site and numbers are as follows: phone (XXX) XXX-XXXX and fax (XXX) XXX-XXXX.
- Asbestos abatement was concluded on XX XXXX XXXX. Questions were raised about final documentation from disposal company/facility. XX XXX indicated that documentation was at the XXXX home office and that copies would be sent to all concerned parties.
- Removal of PCB-containing floor sludge was discussed. XX XXX stated that floor sludge had been scraped off the floor and stockpiled separately from other debris. Removal of this sludge will be weighed out separately and disposed of appropriately off-site.
- Regulated (universal) waste material had been removed and completion approved by both XX XXXX and XX XXXX. All PCB-containing ballasts, fuses, mercury thermostat switches, and two capacitors from southern portion of the property were contained in a 55-gallon drum and removed to another XXX job site for subsequent disposal. Fluid wastes remain on-site.
- Oil-stained concrete found in the outbuilding on the south side of the main building had yet to be removed.
- Soil excavation activities were initiated on XX XXXX XXXX. Surface soils were removed and stockpiled for later disposal off-site. Surface soils were excavated until encountering yellow sand at approximately 12"-18" below grade.

- Building demolition began on XX XXXX XXXX with the office area and the main floor (non-wood) work area.
  - The issue of what was going to be done with the PCB-containing wood flooring was discussed. XX XXXX said that the building would be pulled outward away from the flooring and the flooring would be stockpiled separately for disposal. There was concern of spreading contaminated soils to a clean portion of the job site while loading impacted soils into trailers. It was decided that a temporary "access drive" consisting of hard fill from demolition material (i.e., block/brick) would be allowable for trucks to access the western portion of the site.
- Approval for disposal of lead-impacted soil was pending one final sample analysis submitted to the proposed disposal facility for approval.
- Soil excavation had been halted waiting for initial approval for disposal of impacted soil.
- XX XXXX needed specifics on the destination of the concrete for recycling. A XXXXX, Michigan facility and an Indiana facility were mentioned by XX XXXX. Wherever its ultimate destination, XX XXXX said that she would need verification of delivery and recycling.
- PCB-containing wood flooring needed to be addressed pertaining to its disposal facility. XX XXXX said that it was going to the XXXX in XXXX, Michigan.
- Points noted on the agenda that were discussed were in regard to excavation of contaminated soils. It was proposed that the area around the existing weigh scale be excavated instead of actually digging out under the scale itself. On another point regarding soil excavation, it was decided that excavation areas 1 and 2 be connected. These two areas are currently separated by a small six-foot strip. It was determined, therefore, to combine areas 1 and 2.
- The anticipated completion date of the project allows for work through XX XXXXX XXXX. At the time of the meeting, all work was deemed on schedule.
- XX XXXX wanted to know potential sources for clean fill material. XX XXXX noted it will most likely be from XXXXX.
- Meeting was adjourned at 1415 hours.

#### Part II – Cost Proposal

Minor State Capital Outlay Projects For Indefinite-Service, Indefinite-Delivery, Not-to-Exceed Fee and Billable Rate Professional Services for Department of Technology, Management and Budget 2023 Environmental ISID Various Locations, Michigan

10 January 2023

Prepared for:

Department of Technology, Management and Budget State Facilities Administration Design and Construction Division 3111 W. St. Joseph Street Lansing, Michigan 48909



Point Blue, LLC P.O. Box 304 St. Joseph, Michigan 49085 (269) 934-3737 www.pointblu.com Part II – Cost Proposal

## Minor State Capital Outlay Projects For Indefinite-Service, Indefinite-Delivery Not-to-Exceed Fee, Billable Rate Professional Services for Department of Technology, Management and Budget 2023 Environmental ISID Various Locations, Michigan

## Point Blue Project No. C0011

### 10 January 2023

Point Blue, LLC (Point Blue) is pleased to present this technical and cost proposal for the performance of professional environmental consulting services for the Indefinite-Service, Indefinite-Delivery (ISID), Not-to-Exceed Fee and Billable Rate Request for Proposals (RFP) issued by the Department of Technology, Management and Budget (DTMB). Point Blue is in receipt of Addendum No. 1 dated 7 December 2022 and Addendum No. 2 dated 21 December 2022.

Attached are the Position, Classification and Employee Billing Rate Information sheet; certification forms; and acknowledgement of addenda.

Point Blue appreciates the opportunity to present this cost proposal and qualifications for the performance of professional environmental consulting services for the State of Michigan DTMB. If awarded, Point Blue will diligently perform the project sites promptly and professionally.

Should you have any questions regarding the contents of this proposal, Point Blue's qualifications and experience, or if you require further information, please do not hesitate to contact our office at (269) 934-3737.

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Mark C. Seaman, CPG President

### POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

#### PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

#### Firm Name <u>Point Blue, LLC</u> Yearly Percentage Billing Rate Increase <u>3%</u>

-

LEV	EL						
			Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
P4	Mark Seaman, CPG	Chief Geologist	\$150.00	\$154.50	\$159.14	\$163.91	\$168.83
TS	Sandra Tjader	Technical Support, COO	\$65.00	\$66.95	\$68.96	\$71.03	\$73.16
P3	Shea Muller, P.E.	Project Manager/Engineer	\$125.00	\$128.75	\$132.61	\$136.60	\$140.69
P3	Mark Turner	Project Manager	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81
P3	Alison (Gaye) Blind	Project Manager	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81
P3	Elgie (Brad) Shook	Director of Training	\$100.00	\$103.00	\$106.10	\$109.27	\$112.55
P3	Chloe Borton, LPG	Project Geologist	\$110.00	\$113.30	\$116.70	\$120.20	\$123.81
P2	Marcy Wade	Project Scientist	\$100.00	\$103.00	\$106.10	\$109.27	\$112.55
P1	Christopher Wentworth	Project Engineer	\$90.00	\$92.70	\$95.48	\$98.34	\$101.30
T1	Nathaniel Turner	Field Technician	\$75.00	\$77.25	\$79.56	\$81.95	\$84.41
	<u>.</u>	_					

\*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

R 08/20



## **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:  $\frac{49085}{5}$ )

- 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: \_\_\_\_)

R 08/20



Bidder: Point Blue, LLC

Mark C. Seaman

Authorized Agent Name (print or type)

1/10/23

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.

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- (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.

R 08/20



- 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: Point Blue, LLC

Mark C. Seaman

Authorized Agent Name (print or type) 1/10/23

Authorized Agent Signature & Date

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

R 08/20



### ACKNOWLEDGMENT OF ADDENDUMS

PSC acknowledges receipt of Addenda: No.  $\frac{1}{2}$  dated:  $\frac{12/7}{22}$ ,

No. <u>2</u> dated: <u>12/21/22</u> No. <u>dated</u>: <u>dated</u>: <u>dated</u>: <u>dated</u>

# **APPENDIX 3**

## **PROFESSIONAL CERTIFICATION**

# FORMS

(See pages 203 - 206)

## **APPENDIX 4**

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

#### DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2023

#### 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	

Mileage Rates	Current
Premium Rate	\$0.655 per mile
Standard Rate	\$0.440 per mile

Incidental Costs Per Day (with overnight stay) \$5.00

\* 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

<b>Michigan Select Cit</b>	ies/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
<b>Out of State Select</b>	Cities/Counties	
STATE	CITIES	COUNTIES
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	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 Plaines	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) 03/03/2023

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	thet	ertin		CONTAC	T Lezlie Cal	houn			
Insurance Management Service, Inc.				NAME: PHONE	(269) 98	83-7101	FAX	(269) 9	83-7109
501 Main Street				(A/C, No E-MAIL	, Ext): (200) 00 		(A/C, No): adency.com	(200) 0	
PO Box 88				ADDRES	S: Iounioune				NAIC #
Saint Joseph			MI 49085-0088	INSURER(S) AFFORDING COVERAGE				10857	
INSURED				INSURER A: Millingur mourance Company				24856	
Point Blue LLC				INSURE	Atlantic S	States	. ,		22586M
P.O. Box 304				INSURF	RD.				
				INSURFI	RF				
Saint Joseph			MI 49085	INSURE	RF:				
COVERAGES CER	TIFIC	ATE	NUMBER: 2023 w/excess	s liab			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF I INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	NSUR REME AIN, TH	ANCE NT, TE HE INS S. LIM	ELISTED BELOW HAVE BEEN ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE ITS SHOWN MAY HAVE BEEN	I ISSUED CONTRA E POLICI N REDUC	TO THE INSUF CT OR OTHEF ES DESCRIBEI ED BY PAID CL	RED NAMED AI R DOCUMENT \ D HEREIN IS S _AIMS.	BOVE FOR THE POLICY PERI WITH RESPECT TO WHICH TH UBJECT TO ALL THE TERMS,	OD HIS	
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	6	
							EACH OCCURRENCE	<sub>\$</sub> 2,00	0,000
CLAIMS-MADE 🔀 OCCUR							PREMISES (Ea occurrence)	\$ 50,0	00
							MED EXP (Any one person)	<sub>\$</sub> 5,00	0
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GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,00	0,000
							PRODUCTS - COMP/OP AGG	\$ 4,00	0,000
OTHER:								\$	
							(Ea accident)	\$ 1,00	0,000
			00 10 1007 10		10/00/0000	40/00/0000	BODILY INJURY (Per person)	\$	
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							(Per accident)	\$	
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C ANY PROPRIETOR/PARTNER/EXECUTIVE Y	N/A	Y	1000034432		10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$ 500,000	
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$ 500,000		000
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,0	00 000
Professional Liability &			FEIECC2829002		02/09/2023	02/09/2024	Aggregate	\$4 O	00,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE 2023 ISID Environmental Services-Contract No. Additional Insured for General Liability, Excess I	ES (AC 0094	0 0 0 0	01, Additional Remarks Schedule, Auto Liability on a Primary/N	may be at	tached if more spoutory Basis ar	bace is required)	ubrogation including workers		
compensation in Favor of: The State of Michigan contains a 30 day notice of cancellation except	n, its c for no	depart npayn	ments, divisions, agencies, of nent of premium.	ffices, co	mmissions, of	ficers, employe	ees and agents. Liability polic	су	
Project: 2023 ISID Environmental Services - Co	ntract	No. 0	0940						
					ELLATION				
State of Michigan, DTMB-State 3111 W. St. Joseph Street	Facilit	ies Ac	Iministration	SHO THE ACC	ULD ANY OF T EXPIRATION D ORDANCE WIT	HE ABOVE DE DATE THEREOR TH THE POLICY	SCRIBED POLICIES BE CAN 7, NOTICE WILL BE DELIVERI 7 PROVISIONS.	CELLED ED IN	) BEFORE
				AUTHOR	NZED REPRESEN		0.1		
Lansing			MI 48917		7	Juglin C	2. Caldona	-	
						© 1988-2015	ACORD CORPORATION	All rial	hts reserved

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