



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

Sagasser & Associates, Inc.
699 S. Wisconsin Avenue
Gaylord, MI 49735

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

Indefinite-Scope, Indefinite-Delivery Contract No. 00941

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

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

2023 Environmental ISID Services

Various State Departments and Facilities
Various Site Locations, Michigan

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

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

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

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

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

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

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

FOR THE PROFESSIONAL:

Sagasser & Associates, Inc.

Firm Name

CV0039400

SIGMA Vendor ID Number



Signature

February 24, 2023

Date

Kevin D. Sagasser, P.E., President

Title

FOR THE STATE OF MICHIGAN:



March 6, 2023

Director, DTMB | SFA | Design and Construction

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 100 - ENVIRONMENTAL INVESTIGATION/STUDY SERVICES

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

PHASE 300—SCHEMATIC DESIGN

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

PHASE 400—DESIGN DEVELOPMENT

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

PHASE 500—CONSTRUCTION DOCUMENTS AND BIDDING DOCUMENTS

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

PHASE 900 – OPERATION AND MAINTENANCE SERVICES – REMEDIATION FACILITY

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

ARTICLE II COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III PAYMENTS

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

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

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

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

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

The State will only disburse payments under the Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at to receive electronic funds transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract

ARTICLE IV ACCOUNTING

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

ARTICLE V INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INDEMNIFICATION

- (a) To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Professional in the performance of this Contract and that are attributable to the negligence or tortious acts of the Professional or any of its Subcontractors/Consultants, or by anyone else for whose acts any of them 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 Various	PROPOSAL DUE DATE Thursday, January 12, 2023, at 2:00 p.m., EASTERN
CLIENT AGENCY Department of Environment, Great Lakes, and Energy (EGLE)	
PROJECT NAME AND LOCATION 2023 Environmental Indefinite Services Indefinite Delivery (ISID)	
PROJECT ADDRESS (if applicable) Various	
CLIENT AGENCY CONTACT Bridget Walsh	TELEPHONE NUMBER (517) 420-6379
DTMB - DCD PROJECT DIRECTOR Indumathy Jayamani	TELEPHONE NUMBER (517) 582-1089

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:

There is no Pre-Proposal Meeting required.

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

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

PROJECT DESCRIPTION/SERVICES REQUESTED

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

Please NOTE:

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

proposal response has been uploaded.

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

NIGP CODES

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

DESIRED SCHEDULE OF WORK

Dependent on the assigned project

ACCEPTING RFP QUESTIONS UNTIL:

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

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

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



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

(Authority PA 431 of 1984)

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

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

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

ISSUING OFFICE

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



Minor State Capital Outlay Projects REQUEST FOR PROPOSALS

Part I - Technical Proposal

Part II – Cost Proposal

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

SECTION I GENERAL INFORMATION

I-1 Purpose

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

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

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

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

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

Please Note:

1. FIRMS HOLDING ISID CONTRACTS ARE NOT GUARANTEED ANY ASSIGNMENTS

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

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

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

Phase—

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

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

I-2 Project/Program Statement

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

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

I-3 Issuing Office

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

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

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

I-4 Contract Award

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

The Technical Portion will include the following breakdown:

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

The Cost Portion will include the following breakdown:

Professional Billing Rates	75%
Billing Rate Increase	25%

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

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

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

I-5 Rejection of Proposals

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

I-6 Incurring Costs

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

I-7 Mandatory Pre- Proposal Meeting

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

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

I-8 Responsibilities of Professional

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

I-9 Proposals

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

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

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

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

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

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

SECTION II PROPOSAL FORMAT - PART I – TECHNICAL

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

II-1 General Information and Project Team

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

II-2 Understanding of Project and Tasks

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

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

II-3 Personnel

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

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

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

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

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

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

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

II-4 Management Summary, Work Plan, and Schedule

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

II-5 Questionnaire

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

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

II-6 References

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

SECTION III PROPOSAL FORMAT - PART II - COST

III-1 Instructions and Information – Billable Rate

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

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

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

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

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

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

III-2 Identification of Personnel and Estimated Compensation

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

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

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

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

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

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

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

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

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

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

B. Reimbursable Expenses – for Individual Assigned Projects

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

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

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

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

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

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

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

2023 HOURLY BILLING RATE

Based on 2022 Expenses

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

SALARIES:

Principals (Not Project
Related)

Clerical / Secretarial

Technical (Not Project
Related)

Temporary Help Tax

Technical Training

Recruiting Expenses

EMPLOYEE BENEFITS:

Hospitalization

Employer's

Federal Insurance

Contributions Act (FICA)Tax

Unemployment Insurance

Federal Unemployment

Disability

Worker's Compensation

Vacation

Holidays

Sick Pay

Medical Payments

Pension Funds

Insurance - Life

Retirement Plans

INSURANCE:

Professional Liability Insurance

Flight and Commercial Vehicle

Valuable Papers

Office Liability

Office Theft

Premises Insurance

Key – Personnel Insurance

Professional Liability Insurance

TAXES:

Franchise Taxes

Occupancy Tax

Unincorporated

Business Tax

Single Business Tax

Property Tax

Income Tax

SERVICES (PROFESSIONAL)

Accounting

Legal

Employment Fees

Computer Services Bond)

Research

Project / Contract Bond

EQUIPMENT RENTALS:

Computers

Typewriter

Bookkeeping

Dictating

Printing

Furniture and Fixtures

Instruments

OFFICE FACILITIES:

Rents and Related
Expenses
Utilities
Cleaning and Repair

LOSSES:

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

FINANCIAL:

Depreciation

SUPPLIES:

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

**PRINTING AND
DUPLICATION:**

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

**SERVICES
(NONPROFESSIONAL):**

Telephone and Telegram
Messenger Services

TRAVEL:

All Project – Related
Travel*

MISCELLANEOUS:

Professional Organization
Dues for Principals and
Employees
Licensing Fees

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

Firm Name

XYZ, Inc.

Yearly Hourly Billing Rate Increase

≈2%

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

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

** Key Project Personnel

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

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

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

*Firm's Mark-Up Percentage: _____

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

III-2D. Total, Summarized by Phase

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



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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

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

(Check all that apply):

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

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

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

Bidder shall also indicate one of the following:

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



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

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

Responsibility Certification

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

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



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

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

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

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

ACKNOWLEDGMENT OF ADDENDUMS

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

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



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

SUMMARY

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

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

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

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

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

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

SCOPE OF WORK

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

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

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

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

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

ASSIGNMENTS

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

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

DISPOSAL OF WASTE

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

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

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

ENVIRONMENTAL DRILLING

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

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

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

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

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

LABORATORIES

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

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

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

EQUIPMENT AND SUPPLY PURCHASES AND RENTAL PROCEDURES

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

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

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

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

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

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

HEALTH AND SAFETY PLANS (HASP)

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

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

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

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

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

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

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

INVOICING AND PAYMENT PROCEDURES

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

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

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

LITIGATION SUPPORT

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

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

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

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

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

PROJECT CONTROL REPORTS AND DELIVERABLES

1. Deliverables

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

2. Project Control

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

3. Reports

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

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

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

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

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

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

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

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

SELECTION CRITERIA

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

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



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

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

ARTICLE 1: BUSINESS ORGANIZATION

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

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

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

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

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

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

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

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

2. Check the appropriate status:

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

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

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

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

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

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

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

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

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

ARTICLE 3: PROJECT LOCATION

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

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

ARTICLE 4: CONTRACT UNDERSTANDING

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

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

ARTICLE 5: CAPACITY AND QUALITY

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

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

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

Yes ☐ No ☐

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

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

Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

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

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

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

- 5.15 Describe your experience with similar ISID contracts.

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

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

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

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

☐ Yes

☐ No

ARTICLE 6: PERSONNEL STAFFING

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

☐ Yes

☐ No

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

Key Personnel 1

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

☐Yes ☐No

Key Personnel 2

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 3

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 4

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 5

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

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

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

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

ARTICLE 7: SPECIAL FACTORS

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

ARTICLE 8: EXPERIENCE

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

Project 1 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

Project 2 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

Project 3 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

GUIDELINES FOR POSITION CLASSIFICATIONS

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

1. PROFESSIONAL KEY PERSONNEL

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

Typical Title:

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

Qualifications and Experience:

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

MS degree with 12 years or more experience.

BS degree with 14 years or more experience.

Experience Factors:

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

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

Typical Title:

Regional Team Leader, Project Engineer.

Qualifications and Experience:

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

MS degree with 6 to 12 years' experience

BS degree with 8 to 14 years' experience

Experience Factors:

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

2. PROFESSIONAL NON-KEY PERSONNEL

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

Typical Title:

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

Qualifications and Experience:

MS degree with 2 to 6 years' experience.

BS degree with 3 to 8 years' experience.

Experience Factors:

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

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

Typical title:

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

Qualifications and Experience:

MS degree with 0 to 2 years' experience.

BS degree with 0 to 3 years' experience.

Experience Factor: None

3. TECHNICIAN NON-KEY PERSONNEL

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

Typical Title:

Senior Technician

Qualifications and Experience:

6 years or more experience.

Experience Factor:

Related to scope of contract.

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

Typical Title:

Senior Technician

Qualifications and Experience:

Two to six years' experience or equivalent

Experience Factor:

Related to scope of contract.

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

Typical Title:

Junior Technician (field technician)

Qualifications and Experience:

0 to 2 years' experience.

Experience Factor:

None

4. TECHNICAL SUPPORT (TS) NON-KEY PERSONNEL

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

Typical Title:

Project Assistant, Data Entry Clerk, etc.

Qualifications and Experience:

0 to 2 years or more

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

Firm Name _____

Yearly Percentage Billing Rate Increase _____

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

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

** Key Project Personnel



COST OR PRICE SUMMARY

(see accompanying instructions before completing this form)

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

PART I - GENERAL

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

PART II - COST SUMMARY

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

PART III - PRICE SUMMARY

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

PART IV - CERTIFICATIONS

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

PURPOSE AND APPLICABILITY

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

INSTRUCTIONS

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

Use only the applicable portion of this form:

Part I is applicable to all subagreements.

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

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

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

PART I - GENERAL

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

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

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

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

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

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

Part II - COST SUMMARY

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

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

Item 7 - Direct Labor

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

shall not be included in the rate of compensation.

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

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

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

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

Item 8- Indirect Costs

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

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

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

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

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

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

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

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

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

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

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

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

Item 9 - Other Direct Costs

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

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

b. *Equipment, Materials, and Supplies*

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

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

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

(4) Special equipment.

c. *Subcontractors*

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

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

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

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

a. basis for other direct costs proposed.

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

Item 10 - Total Estimated Cost

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

Item 11 - Profit

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

a. *degree of risk.*

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

c. *extent of firm's investment.*

d. *subcontracting of work, and*

e. *other criteria.*

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

Enter the dollar amount of profit in block 11.

Item 12 - Total Price

Enter the total of items 10 and 11.

Part III - PRICE SUMMARY

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

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

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

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

Part IV - CERTIFICATIONS

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

Complete this block only if part II has been completed.

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

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

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

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

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

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

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



STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES:
Indefinite Scope-Indefinite Delivery

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

PSC NAME
MAILING ADDRESS
CITY, STATE, ZIP

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

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

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

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

2023 Environmental ISID Services

Various State Departments and Facilities
Various Site Locations, Michigan

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

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

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

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

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

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

FOR THE PROFESSIONAL:

Firm Name

SIGMA Vendor ID Number

Signature

Date

Title

FOR THE STATE OF MICHIGAN:

Director, DTMB | SFA | Design and Construction

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 100 - ENVIRONMENTAL INVESTIGATION/STUDY SERVICES

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

PHASE 300—SCHEMATIC DESIGN

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

PHASE 400—DESIGN DEVELOPMENT

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

PHASE 500—CONSTRUCTION DOCUMENTS AND BIDDING DOCUMENTS

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

PHASE 900 – OPERATION AND MAINTENANCE SERVICES – REMEDIATION FACILITY

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

ARTICLE II COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III PAYMENTS

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

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

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

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

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

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

ARTICLE IV ACCOUNTING

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

ARTICLE V INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INDEMNIFICATION

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

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

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

ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE VIII TERMINATION

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

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

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

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

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

ARTICLE IX SUCCESSORS AND ASSIGNS

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

ARTICLE X GOVERNING LAWS

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

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

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

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

ARTICLE XI NONDISCRIMINATION

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

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

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

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

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

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

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

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

ARTICLE XII

CONTRACT CLAIMS AND DISPUTES

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

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

ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV COMPLETE AGREEMENT / MODIFICATION

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

APPENDIX 1

PROJECT/PROGRAM STATEMENT

APPENDIX 2

PROFESSIONAL'S PROPOSAL

APPENDIX 3
PROFESSIONAL CERTIFICATION FORMS

SAMPLE

APPENDIX 4

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

SAMPLE

APPENDIX 5

CERTIFICATES OF INSURANCE

SAMPLE



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

REQUEST FOR PROPOSAL
ADDENDUM NO. 01

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

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

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

This addendum is to clarify the date for questions.

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

APPROVED BY:

PROJECT DIRECTOR Indumathy Jayamani

DATE December 6, 2022

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

To: **All applicants and interested parties**

Date: December 21, 2022

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

Please acknowledge receipt of this Addendum in your proposal.

Questions and Answers:

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

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

A1. Confirmed.

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

A2. Confirmed.

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

A3. Only one questionnaire is required for the submission.

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

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

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

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

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

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

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

A7. Confirmed.

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

A8. No.

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

A9. No.

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

A10. Yes.

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

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

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

A12. Yes.

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

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

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

A14. See A4.

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

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

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

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

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

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

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

A18. Yes.

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

A19. See A2.

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

A20. Any changes within the past 12 months.

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

A21. At a minimum the percentage is required.

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

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

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

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

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

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

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

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

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

A26. Yes.

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

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

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

A28. None.

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

A29. None.

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

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

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

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

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

A32. No.

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

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

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

A34. No.

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

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

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

A36. Can be either.

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

A37. No.

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

A38. No.

APPENDIX 2

PROFESSIONAL'S PROPOSAL

TECHNICAL PROPOSAL

**Professional Services for Indefinite – Service, Indefinite-Delivery Contracts
Department of Technology, Management and Budget
2023 Environmental ISID
Professional Environmental Consulting Services
Various Locations, Michigan**

Sagasser & Associates, Inc. is pleased to present this proposal to the Department of Technology, Management & Budget (DTMB) for consideration to be selected for a 2023 Environmental - Indefinite-Service, Indefinite-Delivery (ISID) Contract. The proposed services will be completed using a team of engineers and environmental professionals experienced in completing cost-effective, thorough environmental investigations, assessments, and remedial evaluations. The following presents our Technical Proposal pursuant to the Request for Proposal (RFP), Addendum No. 1 (06DEC22), and Addendum No. 2 (21DEC22).

1.0 GENERAL INFORMATION AND PROJECT TEAM

1.1 *Organization*

Sagasser & Associates, Inc. is a Corporation of the State of Michigan [38-326-1119], located at 699 South Wisconsin Avenue in Gaylord, Michigan 49735. We are a full service environmental consulting firm specializing in completion of environmental assessments, remedial alternative evaluation and remedial system design. Our primary objective is to provide professional, ethical, and practical consulting services to our clients, and to serve each client to the very best of our ability. Sagasser & Associates, Inc. maintains a staff of Licensed Professional Engineers, Environmental Scientists and Technicians.

The advantages of contracting Sagasser & Associates, Inc. for completing this project include our expertise in environmental assessments, contaminant investigations, remedial designs and remediation system operation. We are dedicated to providing superior personal and professional service. Sagasser & Associates, Inc. will provide cost-effective solutions and alternatives for conducting the assessment activities, data interpretation/compilation and reporting.

1.2 *Project Contact*

Sagasser & Associates, Inc. dedicates experienced and highly qualified personnel to conduct each aspect of the field and reporting activities necessary to complete our projects. The key point of contact for any questions regarding this response to the RFP and for any awarded projects is:

Kevin D. Sagasser, P.E.
President/Sr. Project Engineer
Sagasser & Associates, Inc.
699 South Wisconsin Avenue
Gaylord, Michigan 49735
Phone: (989) 732-5800
Fax: (989) 732-5825
e-mail: ksagasser@sagasser-associates.com

Credentials for our key personnel are summarized below in Section 3.0 and the completed DTMB Questionnaire for Professional Services and are detailed in the Personnel Profiles in Attachment A.

2.0 UNDERSTANDING OF PROJECT AND TASKS

2.1 *Project Experience*

As noted, Sagasser & Associates, Inc. is a full service environmental consulting firm specializing in environmental engineering, environmental assessments, remediation alternative evaluation, feasibility studies, remedial system design, construction oversight and O&M. We have substantial experience completing these services on hundreds of projects including many projects working as a Professional Services Contractor (PSC) on sites for the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the DTMB.

Our experience as a PSC has included many assessments, remedial investigations and remedial design and construction projects completing the same scope of work covered under the RFP for the 2023 Environmental ISID Contract. Our clients have also included various municipal governments, commercial entities and individuals for assessment and remedial investigations on projects including underground storage tank (UST) sites (Part 211/Part 213 projects), contaminated sites (Part 201 projects) and oil/gas sites (Part 615 projects). *Please refer to Section 8.1 in the attached 2023 Environmental ISID Questionnaire.*

2.2 *Project Coordination Experience*

Sagasser & Associates, Inc. has worked under various contracting mechanisms with the State of Michigan, including as a PSC under the former Discretionary Contract, former/existing (2011/2015/2019) Environmental ISID Contracts, Hazardous Waste Contract, (2013/2016/2019/2022) State-Wide Environmental Expanded Triage ISID Contract, Expanded Environmental Remediation ISID Contract, and as a subcontractor under the former Project Management (PM) contracts. Sagasser & Associates, Inc. has also worked under direct contracts and Emergency Contracts for EGLE. Throughout these projects, Sagasser & Associates, Inc. has formulated proposed work tasks, project budgets, project schedules and procedures for coordinating the work activities.

We have successfully managed and completed numerous projects under these various contracts. The following supplements the detail requested in the 2023 Environmental ISID Questionnaire by presenting our experience and capabilities in providing full service consulting for all project phases as set forth in the RFP and Article I of the Sample Contract.

2.3 *Task Experience*

2.3.1 *Phase 100 - Study*

Sagasser & Associates, Inc. has completed numerous projects that fall within the Phase 100 – Study designation including many initial assessment and remedial investigations to identify and characterize the impacts present due to hazardous substance releases. Our personnel have substantial experience in completing Phase I Environmental Site Assessments (Phase I ESAs), predominately for private parties in relation to property transfers. On many of our ISID projects, we have completed Site reconnaissance work to ascertain current site conditions, identify recognized environmental conditions (RECs), locate utilities and assess the general characteristics of the project vicinity.

The planning, scheduling, and coordination of the project are instrumental aspects of a successful assessment/investigation. Sagasser & Associates, Inc. has managed and completed numerous State-funded projects and is familiar with the administration requirements for budgeting, conducting and documenting the project. We have developed hundreds of work plans to prepare for the successful execution of assessments and remedial investigations.

Sagasser & Associates, Inc. has also conducted and coordinated numerous non-intrusive geophysical surveys on projects including electromagnetic conductivity (EM) and ground penetrating radar (GPR)

surveys. EM and GPR surveys have been used on projects for identifying buried structures/utilities, former UST basins, buried containers (e.g., drums), and contaminant distributions.

Sagasser & Associates, Inc. has conducted hundreds of assessments and remedial investigations utilizing hand augers, direct-push probes (a.k.a., Geoprobe®), and drilling with hollow stem augers and/or mud rotary. Our personnel are proficient in all aspects of soil, groundwater surface water, vapor and air sampling activities associated with remedial investigation work.

As part of the project assessment activities, Sagasser & Associates, Inc. has completed supplemental investigations including asbestos surveys, screening for polychlorinated biphenyls (PCBs), heavy metals in paints, etc. The supplemental assessments included work identifying existing hazardous materials as part of pre-demolition planning. We have also conducted numerous post-remediation assessments to evaluate the effectiveness of the remediation activities, identify remaining contaminant concentrations and determine the appropriateness of alternatives for supplemental remedial action(s).

2.3.2 Phase 200 - Program Analysis

On the hundreds of contaminated Sites that we have completed, Sagasser & Associates, Inc. has completed feasibility analyses for addressing identified concerns and impacts, ranging from small residential fuel oil tank releases to large bulk petroleum tanker spills. Remedial alternative evaluations have been completed on a variety of hazardous substance releases such as dry cleaning solvents (PCE), acids (ferric chloride), bases (ammonia), petroleum fuels (gasoline, diesel, kerosene, fuel oil), brines, waste oils, coolants (glycols), pesticides, herbicides, and metals. We have completed evaluations of various contaminants of concern such as volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polynuclear aromatic hydrocarbons (PNAs), base-neutral-acid extractable (BNA) compounds, PCBs, inorganic compounds, heavy metals, chlorides, total dissolved solids, pH, per- & polyfluoroalkyl substances (PFAS), and various other elements.

As part of the feasibility analysis activities, Sagasser & Associates, Inc. has conducted numerous pilot studies to assess the potential effectiveness of select remedial alternatives. The data obtained from pilot testing has been incorporated into our remedial system designs and evaluation of system influences. In addition, we have had pilot testing that demonstrated ineffective remedial alternatives, such that different technologies can be implemented prior to construction/use of a technique that would be ineffective due to site-specific conditions.

2.3.3 Phase 300 – Schematic Design

Utilizing the applicable remedial alternatives identified by the contaminant delineation, Site characterization, pilot testing, and feasibility analyses; Sagasser & Associates, Inc. has completed conceptual remedial designs for use in determining the practicality for implementation and general planning of stages needed to complete the system. The Phase 300 work is often limited in scope and extent for many smaller projects; however, when multi-task and multi-phase remedial efforts are needed it has been our experience that this initial planning is significantly beneficial for predicting timelines of completion and engineering estimates for use in budgeting. We have experience in the preparation of preliminary process flow diagrams, piping and instrumentation (P&I) diagrams, and equipment layout schematics for use in sizing and selection of equipment and controls.

2.3.4 Phase 400 – Preliminary Design

Sagasser & Associates, Inc. personnel have prepared preliminary designs for our various remedial systems. We have experience in evaluating system components and operational design parameters for selecting the remedial process equipment best suited for the system. We prefer to require specific models and/or manufacturers of equipment and components, as it allows for further control over the performance and reliability of the system, thereby minimizing the potential for system downtime due to Contractor-selected equipment that they chose based on the cheapest Make and Model.

2.3.5 Phase 500 - Final Design

Sagasser & Associates, Inc. is experienced in completing the final design for remedial systems and incorporating the DTMB contract and bidding documents. We have completed remedial design specifications for various EGLE State-Funded projects, including excavation and dewatering projects, UST removals, high vacuum dual phase extraction (HDPE) systems, soil vapor extraction (SVE) and air sparging (AS) systems, biosparging systems, In Situ Chemical Oxidation (ISCO) reagent injection/application, oxygen release compound (ORC) injection/application, etc.

2.3.6 Phase 600 – Construction Administration – Office Services

During the progression of our previous projects, Sagasser & Associates, Inc. has completed the various aspects of Phase 600 services including addressing Contractor pre-bid questions, submittal of addenda, coordination of pre-construction permitting, Contractor bid reviews and recommendations, Pre-Construction submittal reviews, etc. In addition, Sagasser & Associates, Inc. has completed the project administration related to remedial Construction oversight, such as post-construction submittals, Contract Change Order requests, Contractor delay/non-compliance notices, Contractor payment requests and post-Construction close-out documentation.

2.3.7 Phase 700 – Construction Administration – Field Services

Sagasser & Associates, Inc. has significant experience in construction oversight for remediation projects including dig and haul projects and remedial system installations. We have completed full time inspection services documenting the activities, project progression, delays, unforeseen conditions, etc. Sagasser & Associates, Inc. personnel maintain an active role in all of the preparatory work activities including the design work, such that our field oversight personnel have active working knowledge of the project, intent and understanding of the specifications and contract requirements. We strive to communicate the status of the activities to the Client (EGLE Project Manager) and keep them apprised of any circumstances or unforeseen conditions. By being involved during all stages of the project our field personnel are able to document the various aspects of Site activities and to identify discrepancies during construction. We have experience working with a wide variety of Contractors, including those that make every concerted effort to meet and/or exceed the requirements of the specification and (unfortunately) those that seek to subvert the contract requirements. Nevertheless, our broad experience with Contractors is beneficial for future projects.

2.3.8 Phase 900 - Operation and Maintenance Management – Remediation Facility

Sagasser & Associates, Inc. has overseen and completed Operations and Maintenance (O&M) on numerous remediation systems. For many projects, we have served in a management role overseeing the O&M activities of the Contractor during the initial system start-up and system demonstration period. Sagasser & Associates, Inc. has directed the O&M contractor in the process operating sequence for the systems such as selecting which extraction wells or sparge wells need to be placed on-line, at what rates/pressures, etc. for efficient system operations. Sagasser & Associates, Inc. has also continued system O&M activities completing the periodic system operational site checks, modifications, component cleaning, system back-flushing, equipment maintenance and documentation of operations, including discharge monitoring, emission sampling, and associated reporting. Sagasser & Associates, Inc. is experienced in the documentation and reporting of system discharges such as air quality emissions, municipal sewer system discharges, NPDES discharges, etc.

As part of the direct O&M activities, Sagasser & Associates, Inc. has also conducted remedial process optimization (RPO) evaluations, including completing system modifications to increase effectiveness of system performance and focus on areas of resilient impacts. As part of the RPO, feasibility evaluations are completed to assess the cost-effectiveness of system operations with respect to operational benefits, such as determining when the costs of operating a catalytic oxidizer (Cat-Ox) exceed the costs for carbon filtration.

3.0 PROJECT STAFF

Sagasser & Associates, Inc. dedicates experienced and highly qualified personnel to conduct each aspect of the field and reporting activities necessary to complete our projects. Our company structure allows our employees to take an active role in all the various facets of our projects and encourages continuous peer review, quality control, and quality assurance. Sagasser & Associates, Inc. makes the commitment to utilize the following engineers and key personnel for the duration of the project:

Kevin D. Sagasser, P.E., - President/Sr. Project Engineer [35 Years Consulting Experience (P4)]
Scot R. Eggleston, - Sr. Environmental Scientist [26 Years Consulting Experience (P4)]
Robert W. Hansen, - Environmental Scientist [4 Years Consulting Experience (P2)]

See the Professional Profiles in Attachment A for details on training, education, and relevant experience. An organizational chart is included in the completed DTMB Questionnaire for Professional Services.

4.0 MANAGEMENT SUMMARY, WORK PLAN AND SCHEDULE

4.1 Project Management

Sagasser & Associates, Inc. has successfully executed and completed many projects working under contracts similar to this proposed 2023 Environmental ISID contract. Sagasser & Associates, Inc. strives to provide professional, ethical, and practical consulting services to every Client. The main goal of Sagasser & Associates, Inc. is to identify practical solutions for addressing a project's specific conditions. This includes determining the most cost-effective approach for attaining the project goals and objectives, while ensuring appropriateness of activities completed and developing a professional quality work product. Effective communication with the State of Michigan representative (Project Manager) is the critical aspect needed to achieve this end result.

Our standard operating procedures require the review of all deliverable (e.g., Work Plans, Reports, Technical Memoranda, Engineering Drawings, etc.) by a Licensed Professional Engineer. We strive to provide a thorough, comprehensive and quality work product for all of our services and are committed to achieving our goal of providing cost-effective, professional consulting services to all of our Clients.

4.2 Health and Safety Planning

Considering the wide-range of potential contaminants of concern at Sites under the 2023 Environmental ISID, significant preparatory planning is needed to ensure appropriate measures and methods are followed for worker safety. Sagasser & Associates, Inc. will prepare a Site-Specific Health and Safety Plan (HASP) according to OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response and incorporating MIOSHA requirements, for each project. The HASP will include procedures for health and safety, personnel protection, air monitoring, confined space entry, Site access/restrictions (authorized personnel), notifications (i.e., MISS DIG, EGLE, etc.), hazard identification, equipment decontamination, emergency procedures, contingency planning, etc., to be used in preparing for and during all field activities. Thereafter, the HASP will be updated as further details are obtained the each Site to be assessed and to allow completion of the proposed Scope of Work.

4.3 Work Plan

Sagasser & Associates, Inc. has prepared numerous work plans detailing the scope of work, approach to complete the scope, methods and procedures to be used for field services, requirements for health and safety, quality assurance quality control (QA/QC) provisions, project implementation schedule and project deliverables.

Sagasser & Associates, Inc. has substantial experience preparing detailed work plans for remedial investigations completed under the former Project Management contracts, initial Discretionary Contract, ISID contracts for Environmental Services, Hazardous Waste contracts, State-Wide Environmental Expanded Triage ISID contracts, Expanded Environmental Remediation ISID contract and Emergency Contracts. As the anticipated scope of work activities potentially requested under the 2023 Environmental ISID could vary widely, the extent and complexity of detail needed for a work plan is expected to vary significantly. Sagasser & Associates, Inc. will prepare a Project Work Plan that is tailored to the specific needs of each assignment to detail the intended activities, procedures and methods to be utilized for completing the identified project tasks.

4.4 Proposed Schedule

It is anticipated that Sites selected for work under the 2023 Environmental ISID Contract may include circumstances of priority response for coordination and scheduling. Sagasser & Associates, Inc. is experienced in responding to high priority situations, such as emergency response actions to hazardous material spill incidents. We have significant experience in planning for concurrent activities to minimize project mobilizations as we strive to be cost-effective for our clients.

Following contact by the EGLE Project Manager/Project Coordinator, Sagasser & Associates, Inc. will review the Project Description in the Notification of Intent to Assign a Project, review the defined/required Project Schedule, and determine priority status and any scheduling conflict with existing Project Assignments. Thereafter Sagasser & Associates, Inc. will prepare a Site-Specific budget that reflects the specific costs that would be incurred for the Project, submit the proposed/updated Project Schedule, and initiate the general administration for attaining a contract change order (CCO) for the ISID contract via the EGLE Contract Procurement Unit (EGLE-CPU).

It is our intention to complete these Project Initiation tasks within a 24-hour timeframe from receipt of the Notification of Intent to Assign a Project. With our prior experience with the initial Discretionary Contract, subsequent ISID Contract, Hazardous Waste Contract, Triage ISID Contract, and Expanded Environmental Remediation ISID Contract, we are confident that we can meet the required scheduling milestones.

Subsequent to obtaining the Department's signed contract order/contract change order, Sagasser & Associates, Inc. will incorporate the Dates of Events, Milestones, Reporting and Completion Dates into the Project Schedule, Submit Final and Updated Project Schedules, and initiate Work/Response Activities on Priority and/or Emergency Assignments within a 24-hour timeframe.

5.0 BUDGET/BILLING RATES

It is understood that project specific budgets will be prepared and submitted once a Site is assigned. Pursuant to the 2023 Environmental ISID RFP, the billing rates for Sagasser & Associates, Inc. will conform to the requirements set forth for Professional Service Contractors. As this is a multi-year contract, the provisions set forth for anticipated billing rate adjustments have been incorporated. The adjustments are intended to account for employee salary increases as well as overhead cost increases, such as medical insurance premium increases. *See the attached Part II – Cost Proposal.*

6.0 REFERENCES

Sagasser & Associates, Inc. has completed numerous projects that have included the various tasks anticipated to be conducted under the 2023 Environmental ISID contract. The following is a select group of EGLE Project Managers and District Supervisors that Sagasser & Associates, Inc. has worked for, and/or currently working with as a PSC through the various contracting mechanisms. As the proposed 2023 Environmental ISID contract will consist of assignments under the oversight of the EGLE Project Managers, these references appear to be the most representative for consideration on this Contract. Note that project profiles for many of the State Funded Sites which the following staff facilitated our work activities on are used in experience summaries in the Questionnaire submittal attached to this proposal.

Randall L. Rothe, District Supervisor
EGLE-RRD-Gaylord
989-217-0083
rother@michigan.gov

Janice A. Adams
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989-619-4211
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Melissa Kendzierski
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Elaine Pelc
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Heidi J. Pixley
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Meg Sheehan
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sheehanm@michigan.gov

Ann Person, District Supervisor
EGLE-RRD-Saginaw Bay District Office
989- 545-2100
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Amanda Armbruster, Assistant Supervisor
EGLE-RRD-Saginaw Bay District Office
989-894-6242
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Larry Engelhart
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989-894-8372
EngelhartL@michigan.gov

Lisa Chadwick
EGLE-RRD-Saginaw Bay District Office
989-894-6256
CHADWICKL@michigan.gov

Steve Harrington
EGLE-RRD-Saginaw Bay District Office
906-228-4517
HARRINGTONS@michigan.gov

Elizabeth Goetz
EGLE-RRD-UP District Office
906-235-0002
GoetzE@michigan.gov

Ron Smedley, CEcD
EGLE-RRD Redevelopment Coordinator
Brownfield Assessment and Remediation Section
517-242-9048
SMEDLEYR@michigan.gov

7.0 CLOSING

Sagasser & Associates, Inc. sincerely appreciates the opportunity to provide our consulting services and we are dedicated to providing professional environmental consultation and personal assistance for the proposed 2023 Environmental ISID Contract. Should you have any questions or comments, please do not hesitate to contact us at your convenience.

2023 Environmental ISID Questionnaire (Sagasser)



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

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

ARTICLE 1: BUSINESS ORGANIZATION

1. Full Name: Sagasser & Associates, Inc.
Address: 699 S. Wisconsin Avenue, Gaylord, MI 49735
Telephone and Fax: (989) 732-5800 / (989) 732-5825 (fax)
Website: www.sagasser-associates.com / E-Mail: ksagasser@sagasser-associates.com
Professional(s) federal I.D. number(s): 38-326-1119
Professional(s) SIGMA Vendor ID number(s): CV0039400

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: not applicable

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)? 699 S. Wisconsin Avenue, Gaylord, MI 49735

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.

Kevin Sagasser, President/Sr. Project Engineer
699 S. Wisconsin Avenue, Gaylord, MI 49735
ksagasser@sagasser-associates.com / (989) 732-5800

2. Check the appropriate status:

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

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: State of Michigan Corporation – January 1, 1996

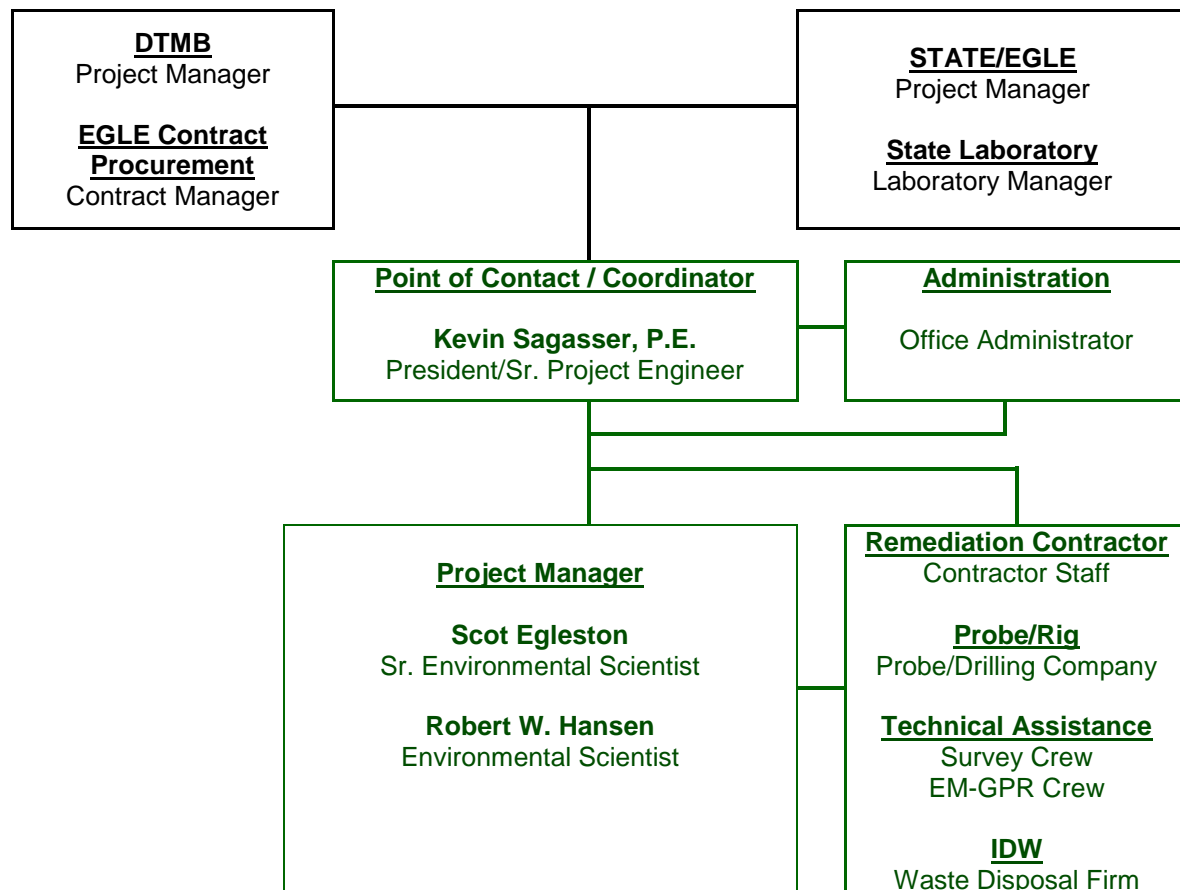
Include a brief history of the Professional's firm: Sagasser & Associates, Inc. is a full service environmental consulting firm specializing in environmental engineering, environmental assessments, remediation alternative evaluation, feasibility studies, remedial system design, construction oversight and operation and maintenance (O&M).

Sagasser & Associates, Inc. was founded in 1995 and incorporated in 1996. Our focus and project experience is predominately comprised of environmental investigation and remediation of Michigan's environmentally contaminated sites regulated under Part 201 and Part 213 of NREPA 1994 PA 451, as amended. The primary objective of Sagasser & Associates, Inc. is to provide professional, ethical, and practical consulting services to our clients, and to serve each client to the very best of our ability and in their best interest.

During our work as a Professional Service Contractor (PSC), Sagasser & Associates, Inc. has demonstrated our ability to complete all aspects of environmental investigation and remediation for our projects. Sagasser & Associates, Inc. has worked under various contracting mechanisms with the State of Michigan, including as a PSC under the former Discretionary Contract, former 2011 and 2015 Environmental ISID Contracts, current 2019 Environmental ISID Contract, Hazardous Waste Contract, 2013-2022 State-Wide Environmental Expanded Triage ISID Contracts, Expanded Environmental Remediation ISID Contract, and as a subcontractor under the former Project Management (PM) contracts. Sagasser & Associates, Inc. has also been contracted via Emergency Contracts from EGLE-RRD.

Our dedication to providing excellent, professional and personal service has resulted in numerous very successful project investigations, remediation, and closures for both Part 201 and Part 213 Sites.

3. Provide Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. The following organizational flow chart details the key personnel for Sagasser & Associates, Inc. and outline of authority and lines of communication and coordination with the DTMB and EGLE.



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. No
5. Provide a four year rate schedule per position. See page 2 of Cost Proposal (Part II - 2023 Environmental ISID /SAGASSER/)

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

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

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

ARTICLE 3: PROJECT LOCATION

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

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

ARTICLE 4: CONTRACT UNDERSTANDING

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

- 4.1 Is it understood that your firm is required to respond to small projects (less than \$25,000) as well as larger projects?
Yes ☒ No ☐
- 4.2 Is it understood that there is no guarantee of any work under this contract?
Yes ☒ No ☐
- 4.3 Is it understood that your firm will be required to execute the attached standard State of Michigan contract language for professional services?
Yes ☒ No ☐
- 4.4 Is it clearly understood that professional liability insurance is required at the time of execution of the ISID contract? (See Article 5 of the attached Sample Contract.)
Yes ☒ No ☐
- 4.5 Is it understood that your firm must comply with State of Michigan law as it applies to your services?
Yes ☒ No ☐
- 4.6 Does your firm have prior experience working with the State of Michigan?
Yes ☒ No ☐

If yes, explain: As briefly noted above, Sagasser & Associates, Inc. has been working as a Professional Service Contractor for the State of Michigan since 1999. Our work has included projects with EGLE (f.k.a MDEQ), MDNR and MDOT completing a variety of environmental projects including asbestos surveys, PH I/II assessments, BEAs, UST Site Assessments, remedial investigations, remedial system designs/specifications/bidding and construction oversight.

ARTICLE 5: CAPACITY AND QUALITY

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

Sagasser & Associates, Inc. has an implemented procedural approach for ensuring the quality and accuracy of our services, which initiated during the formulation of our firm in 1995. We utilize standard operating procedures that have been refined to standardized operating methodologies for the varied activities, including sampling, recording and reporting. Sagasser & Associates, Inc. uses standardized forms and methods to include systematic techniques based upon experience and incorporating technological advancements, RRD operational methodology, EPA protocol, industry standards and other guidance for quality assurance/quality control (QA/QC)/Quality Assurance Project Plan (QAPP). All technical documents and reports prepared by Sagasser & Associates, Inc. are internally reviewed by a Licensed Professional Engineer prior to finalization and submittal to our Clients.

- 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.

Sagasser & Associates, Inc. has substantial prior experience working for the State of Michigan, predominately for the Department of Environment, Great Lakes, and Energy (EGLE) under contracts facilitated by DTMB. Throughout these projects the State of Michigan (DTMB and State Agency) is our Client and every aspect of our work is conducted with the focus of serving the best interests of our Client (State of Michigan). This includes determining the most cost-effective approach for attaining the project goals and objectives, while ensuring appropriateness of activities completed and developing a professional quality work product. Effective communication with the State of Michigan representatives (Project Manager) is the critical aspect needed to achieve this end result. Ultimately, our role is to achieve the specific goals and objectives, as directed by our Client, the State of Michigan.

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

Sagasser & Associates, Inc. has addressed bidder proposed substitutions on various projects including those bid out via DTMB. In general, we encourage bidders to propose alternatives that provide a material benefit to the project or result in cost savings without decreasing the end quality or performance for the project. Sagasser & Associates, Inc. considers the potential merit of a proposed substitution to specified materials starting with review of supporting documentation provided by the prospective bidder, as is typically required for submitting alternatives for consideration.

Mechanisms for accepting alternatives for substitution to the specified product/materials vary and have included requiring appropriate warranty certification and established price reductions for supporting the change. Requirement for pre-approval of substitutions is generally specified in contract bidding documents to allow for issuance of addenda to incorporate alternates for all bidders. Comparison to the specified product/materials is made and if deemed appropriate by concurrence with the State Project Manager, the alternative can be approved via addendum. In many cases the proposed alternatives do not meet specification requirements or the intent of the engineering design and therefore are not approved.

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

Sagasser & Associates, Inc. has addressed post-award requested changes from contractors on many projects. In general, the contract specified procedures for post-award substitutions require advance approvals during the pre-work submittals to avoid potential delays from changes once work has been initiated. The contractor provided basis for substitutions will need to include the comparison to demonstrate equal to, or improved quality, and the associated cost-benefits for the project. If determined appropriate with concurrence of the SPM, a contract change order will be prepared to address the substitution(s).

- 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?

Sagasser & Associates, Inc. will utilize our existing methods and procedures for project management, which consists of having an assigned Project Manager with full responsibility for facilitating all aspects of the project under the direction of a Sr. Project Engineer/Licensed Professional Engineer.

This oversight process inherently allows for both the Project Manager and Sr. Project Engineer to stay apprised of all aspects of the project progression and thereby able to communicate with the SPM. Communication is generally via emails to allow for documentation of project decisions, as well as allow for ease in apprising the varied interested parties of the project status. In the alternative, phone logs and meeting records are used. Using this simple procedure, we have been able to provide consistent and continuous communication and avoid potential scenarios of unavailability or non-responsiveness on the part of Sagasser & Associates, Inc. Further, the SPM can directly contact our staff via cell phone and/or text, especially during field activities/oversight or outside normal work hours, as needed.

- 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.

Accurate estimating of project construction costs begins with the identification of the intended project outcome or goal. Having a clear objective for environmental projects is essential and our focus will begin on establishing what the ultimate outcome our Client (State of Michigan) intends. Engineering estimates are developed via collecting preliminary costs for the varied phases of each project. In addition, our design work typically incorporates specific equipment to be utilized versus using minimum performance standards. It has been our experience that selection of specific equipment, which has been researched for both performance and costs, allows for the best end result and predictability of successful operations. By specifying specific equipment, the component costs are known and therefore provide for less variability between engineering estimates and actual construction costs. We also have extensive regional experience that allows us to reference bid values on prior projects to calculate estimated construction costs.

Sagasser & Associates, Inc. has completed many prior State of Michigan projects, either as a direct consultant or a professional service contractor, which demonstrate our ability for preparing accurate engineering estimates. The first project conducted by the DEQ under the former State of Michigan Discretionary Contract (Res. Well - Shepherd Farm Project), serves as a simple example to demonstrate validity of our estimating methodologies. The Sagasser & Associates, Inc. engineering estimate for the project was \$99,120 and was within 98.5% of the average of the three low bids received. The total contractor costs for the complete project were \$95,906 (~97% of Sagasser & Associates, Inc.'s estimate).

For other complex projects, we have sought preliminary bids from experienced specialty contractors for ascertaining ranges of anticipated costs. We have also contacted local suppliers (landfills, backfill pits, asphalt plants, etc.) to identify potential costs. We have also utilized generic project design requirements to obtain specialized costs to avoid jeopardizing the potential bidding process for the project.

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

On prior projects, including those Sagasser & Associates, Inc. has completed for the State of Michigan, we have been successful in adhering to the provisions within the specifications and contract as related to the requested scope of work and outlined timeframes. This process begins during the initial design and engineering phases with our Client to develop the specific scope of work to be accomplished. Based upon experience, we ascertain appropriate procedural actions with preliminary estimates of costs to complete, as gathered via contact with contractors and suppliers using conservative assumptions. We typically require the contractor to provide a very detailed work plan to specify and outline their proposed approach and methodologies to be followed for a project, thereby reducing potential for misunderstanding and associates delays after field work has begun.

Of course each project has a certain degree of unpredictability, but Sagasser & Associates, Inc. makes a very concerted effort to identify the various possible scenarios that may result during execution and incorporate measures within the design and specifications in an attempt to avoid the occurrence of unforeseen situations. Identifying potential conditions or occurrences that may result in project cost over-runs, in advance, has resulted in our projects predominately being at or below projections. Effective communication during all phases of the project between the Client, prospective contractors, Site owners, etc. is essential and necessary to achieve an end result within budget. We have also incorporated provisional allowances to address unforeseen circumstances.

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

5-15% (contingent upon project specifics)

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

90-100% (in-house) / 0-10% (sub-consultants for specialty design services)

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.)

<1-2 Days has been our standard response during work under the previous State of Michigan Discretionary/ISID Contracts, which has included numerous small projects.

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

After validating the minimum bid submittals are complete and accurate, comparisons of bid items with the engineering estimates and other bids are made to ascertain potential anomalies in the contractor's estimates. Sagasser & Associates, Inc. contacts all references and inquires on the contractor's specific experience in completion of work that pertains to the specific project. Items of specific request include inquiry into the contractor's capabilities in preparing complete and detailed submittals, maintaining budgets, instances of changes or variances, recommendations, etc. In addition, we interview the bidder to verify their understanding of the project for completing the applicable sections of the DTMB Best Value Construction Bidder Evaluation. On several State projects, Sagasser & Associates, Inc. has held pre-award interviews/meetings to discuss specific project requirements and evaluate contractor's intended approach for achieving the project goals.

5.15 Describe your experience with similar ISID contracts.

Sagasser & Associates, Inc. has substantial experience completing work as a Professional Service Contractor (PSC) under the former Project Management (PM) contracts, initial Discretionary Contract, the subsequent ISID contracts (2011/2015/2019) for Environmental Services, the former Hazardous Waste Contract, the (2013/2016/2019/2022) Statewide Environmental Expanded Triage ISID Contracts and the Expanded Environmental Remediation ISID Contract. It has been our experience that the Discretionary/ISID Contracts result in a very streamlined and efficient contracting mechanism for completing remedial assessment/design and construction oversight. Many of the projects we have worked on under the previous ISID contracts are relatively small and straight-forward from the perspective of gathering supplemental remedial data and/or addressing specific acute hazards. The ease and expediency of the ISID contracting mechanism allows the SPM to promptly initiate activities at these smaller projects.

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

Sagasser & Associates, Inc. has worked on several projects that involved Contractor change order requests. Briefly, the intent of a change order is to ensure appropriate compensation is made for actual work completed. As each project has a certain degree of unpredictability, there are situations that result in variance from anticipated/expected conditions that were the basis for Contractor costs. Provisions for addressing potential change orders are incorporated in the Contract Specifications to address these instances and outline the procedures to be followed in the event that a change in scope occurs.

Our approach has been to discuss with the Contractor at the earliest stage of a potential change in scope to evaluate the work with respect to the specified scope, validate that the work is beyond the established requirements and review the procedures that are needed for completing the Bulletin for a contract change order. On several projects, the Contractor had intended to claim a change in scope that was without merit and Sagasser & Associates, Inc. in concurrence with the SPM denied the requested change via providing the details from the contract specifications. We evaluate the basis for the requested change and will proceed to pursue a contract change order, as warranted and appropriate to compensate the Contractor for the additional work authorized with concurrence of the SPM.

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 (See Attachment B)

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 (Provided above in Article 1, page 2)

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: Kevin D. Sagasser, P.E. Job Title: Sr. Project Engineer

Labor Classification: P4 College Degree(s): BS

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: Scot R. Egleston Job Title: Sr. Environmental Scientist

Labor Classification: P4 College Degree(s): BS

Successfully completed 40 hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training with an up-to-date 8 hour HAZWOPER refresher training? ☒ Yes ☐ No

Key Personnel 3

Name: Robert W. Hansen Job Title: Environmental Scientist

Labor Classification: P2 College Degree(s): BS

Successfully completed 40 hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training with an up-to-date 8 hour HAZWOPER refresher training? ☒ Yes ☐ No

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

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

6.5 Are the resumes for the key personnel provided?

☒ Yes ☐ No (See Attachment A)

ARTICLE 7: SPECIAL FACTORS

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

There are numerous reasons Sagasser & Associates, Inc. is ideally suited as an environmental consultant for projects as stated within the Request for Proposal (RFP) for the 2023 Environmental ISID, including:

PROFESSIONAL SERVICES - Sagasser & Associates, Inc. is a full service environmental consulting firm specializing in environmental engineering, environmental assessments, remediation alternative evaluation, feasibility studies, remedial system design, construction oversight and O&M. The primary objective of Sagasser & Associates, Inc. is to provide professional, ethical, and practical consulting services to our clients, and to serve each client to the very best of our ability. Sagasser & Associates, Inc. strives to maintain a "common-sense" approach to assessments and remediation, and strives to identify practical solutions for addressing a project's specific conditions. We provide quality services and are very cost-effective due to the structure, nature and location of our company.

EXPERIENCE - Our focus and project experience is predominately comprised of environmental investigation and remediation of Michigan's environmentally contaminated sites regulated under Part 201 and Part 213 of NREPA 1994 PA 451, as amended. We have completed hundreds of assessment projects that included Phase I and Phase II ESAs in addition to BEAs, hazardous material assessments (e.g., asbestos surveys), etc.

ARTICLE 7: SPECIAL FACTORS (continued)**EXPERIENCE (continued)**

During our work as a PSC, Sagasser & Associates, Inc. has demonstrated our ability to complete all aspects of environmental investigation, engineering design, and remediation for our projects. Our dedication to providing excellent, professional and personal service to the Project Management firms and MDEQ staff, resulted in numerous very successful project investigations, remediation, and closures for both Part 201 and Part 213 Sites. The Mancelona PCE Plume project is an excellent example of a remedial investigation, feasibility study, remedial design, contractor specifications, remedial system construction oversight, O&M oversight, performance monitoring, VI assessment/mitigation and system optimization. Sagasser & Associates, Inc. is also experienced with the procedural requirements typically required under State Programs, through our work under the initial Discretionary Contract, subsequent ISID contracts (2011 and 2015) for Environmental Services, the former Hazardous Waste Contract, the Environmental Expanded Triage ISID Contracts and the Expanded Environmental Remediation ISID Contract. Our performance on the first DEQ/EGLE project through the Discretionary Contract demonstrates our timeliness, responsiveness, cost-effectiveness, and capabilities.

SERVICE – Sagasser & Associates, Inc. is a true small business, which is an advantage because of the individual personal service and individual attention we provide. We strive to efficiently respond to project issues, MDEQ-RRD staff, Site owners, etc. Because of our size, we can easily tailor our reports, data presentation, invoices, and other related work product to the specific needs of our clients/EGLE/DTMB.

QUALIFIED PERSONNEL - Our staff is highly experienced, technically capable and proficient in completing all aspects of a typical environmental contamination investigation and remediation project. All of our technical personnel are actively involved in every aspect of our projects from management, field sampling, data compilation, data interpretation, design, public relations, client contact, project budgeting, invoicing, project updating, and reporting. This combined approach for personnel, results in a thorough, quality, cost-effective, work product with a team of individuals knowledgeable of the project specifics.

LOCATION – Our office is centrally located in Michigan which allows us to effectively service the entire state. Understanding that other firms located in the metropolitan areas of southern Michigan, should be able to provide more cost-effective service to those southern projects, our location allows us to be very cost-effective and responsive for projects predominately within the central and northern portions of the Lower Peninsula and the eastern portion of the Upper Peninsula.

INNOVATIVE – Sagasser & Associates, Inc. has demonstrated our ability to develop innovative technologies for our investigation and remediation activities. For example, the remedial system designed by Sagasser & Associates, Inc. for the Former Cook Corporation (FCC) project incorporated the well-established cleanup technology of high vacuum dual-phase extraction (HVDPE) and applied it to a Site that would have been considered unsuitable for HVDPE due to the depth of groundwater (~38 feet bgl). We developed and designed an air-lift assisted extraction technology to overcome the standard limitations of HVDPE. The success of this innovative technology on the State-funded FCC project changed the definition of limitations for applying HVDPE on clean-up projects everywhere.

Sagasser & Associates, Inc. has substantial experience implementing various remedial alternatives, including innovatively designing methods for extraction of soil vapors from the subsurface at Sites where mitigation of the remaining impacts via a standard fixed/mobile treatment systems are impractical. Through our development of the Solar Vent, we were able to balance cost-effectiveness with achievable Site remediation and are utilizing our technology on several other projects. Sagasser & Associates, Inc. designed, constructed and installed a Solar Vent remediation system to mitigate the remaining petroleum impacts at several Sites. (See *Project Reference 12*)

Conceptually, the remedial approach of enhanced attenuation of the petroleum impacted soils via the Solar Vent incorporates several processes to effectively decrease contaminant concentrations in the soils. The Solar Vent extracts soil vapor from the vadose zone soils via soil vapor extraction. Enhanced attenuation of petroleum impacts is accomplished by the following processes: Petroleum vapors in the soil gas are directly extracted and vented during blower operation (daytime-sunny day); the diurnal cycle results in inherently cyclical operations of the blower which creates a daily fluctuation in vapor extraction rates that minimizes the potential for isolated vapor flow pathways; active venting of soil results in air-exchanges through the petroleum impacted soils, thereby allowing additional volatilization of the residual fuel; increased potential for bio-degradation of petroleum compounds results as air-exchanges replenish oxygen levels, thereby enhancing the natural biodegradation rates; SVE wells and piping network provide for passive venting during periods of blower non-operation. The processes of the Solar Vent operation result in the decrease in petroleum contaminant concentrations in soils as it removes the volatile and semi-volatile organic compounds via direct venting (in accordance with Rule 290). The Solar Vent is an especially cost-effective remedial alternative as no costs associated with the installation of electric service, power charges, etc. are needed for the system.

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: **KIHN'S SUPERETTE - HERRON, ALPENA COUNTY**

Project Address: 8042 Wolf Creek Road

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist

Project City/State/Zip: Herron, Michigan 49744

Client Name and Telephone #: State of Michigan EGLE-RRD/Janice Adams (989) 619-4211

Project 1 Description: Sagasser & Associates, Inc. was contracted under our 2015 Environmental ISID contract to complete Remedial Investigation (RI) of an orphaned, open LUST site. The work included assessing and delineating the impact to soil, groundwater, residential wells, sump water and vapors with respect to the existing on-Site residential home. An asbestos survey was also completed as part of the preparatory activities for razing the on-site buildings. The results of the remedial investigation identified significant petroleum impacts to soil and groundwater from prior release(s) from two (2) former underground storage tanks (UST) systems at the Site.

The acute hazards identified by the soil and groundwater assessment activities included the significantly impacted source soils and groundwater impacts. Petroleum impacts to soils that exceed criteria for drinking water, volatilization to indoor air, and groundwater-surface water protection, were present. With the close proximity of the petroleum impacted soil to the on-Site residential building, these significant impacts represented an acute hazard for several potential exposure pathways.

Based on the acute hazards identified, response action including source area soil excavation and off-Site disposal were pursued as a presumptive remedy to abate acute hazards at the Site. The overall project objective was to accomplish risk reduction by abating acute hazards by completing the following project objectives:

- Developed a conceptual approach for pursuing the presumptive remedy of source area soil excavation.
- Evaluated remedial alternatives with respect to existing structures (e.g., residence, pole building) and developed engineering estimates for the alternatives.
- Prepared Project Specifications and Bidding Documents to solicit bids from trade contractors to complete the source area soil excavation activities.
- Conducted trade contractor (TC) procurement activities.
- Conducted TC oversight of source area soil excavation activities.
- Completed Verification of Soil Remediation (VSR) sampling activities.
- Prepared a Soil Excavation Summary Report.

The on-Site buildings, ancillary UST system components (e.g., piping/dispenser island), source soil and impacted water were removed from the Site during the Interim Response activities conducted in the fall of 2017. The soil excavation extended to depths on the order of 7 to 26.5 feet below ground surface. A total of 16,838.45 tons of contaminated demolition debris and soil and 40,300 gallons of impacted water were disposed off-Site during the Interim Response activities.

Post-remediation monitoring activities are currently being implemented that included installation and sampling of 15 post-remediation monitor wells, 12 of which were cluster wells (shallow/deep) to ascertain the remaining impacts to groundwater for assessing current potential exposure pathways and identifying Site closure options.

Project 2 Reference Information:

Project Name: **SKI'S PARTY STORE (FORMER) - PELLSTON, EMMET COUNTY**

Project Address: 1302 US-31 North

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist

Project City/State/Zip: Pellston, Michigan 49679

Client Name and Telephone #: EGLE-RRD/Elaine Pelc (989) 705-3441→Heidi Pixley (989) 619-0125

Project 2 Description: Sagasser & Associates, Inc. was selected to complete Interim Response activities including supplemental Remedial Investigation (RI) and subsequently Pilot Testing for air sparging (AS) and/or soil vapor extraction (SVE) under the 2015 ISID Environmental Services (Contract 00546) at the former Ski's Party Store. The Ski's Party Store Site is a vacant former gas station and convenience store. The Site has an L-shaped building and formerly had a canopy on the west side of the building. Based on MDEQ file information, it was understood that the Site previously had several underground storage tank (UST) systems. The former USTs were located along the northerly side of the building in an area of apparent excavation. Four (4) dispenser islands are present beneath the canopy on the western side of the building.

Historical assessments identified soil and groundwater contamination resulting from the UST system(s) release(s). Sagasser & Associates, Inc. completed a Phase I Environmental Site Assessment (Phase I), Limited Phase II Assessment and Baseline Environmental Assessment (BEA) in 2013 that included four (4) soil borings with a temporary well installed for groundwater sampling that identified impacts above established Risk Based Screening Levels (RBSLs). Based on the groundwater data, the Site was determined to be a "Facility".

In 2014, the MDEQ-RRD contracted Sagasser & Associates, Inc. to complete a site investigation to assess current contaminant conditions at the Site under the Statewide Expanded Triage Program. As part of the triage assessment activities, a ground penetrating radar (GPR) survey was conducted in the areas of the proposed assessment. There were no anomalies found indicative of remaining underground storage tanks. The GPR survey identified several apparent electrical conduits and former UST system piping extending to the former dispenser island.

On July 22, 2014, Sagasser & Associates, Inc. completed a total of nine (9) triage soil borings [TB-1 through TB-9] at the Site. Site lithology consisted of fine to medium grained sandy soils from near surface to >15' below ground surface (bgs). Groundwater saturated soils are present ~6'-8' bgs. Impacts that were identified predominately included petroleum volatile organic compounds (VOCs).

Subsequently, Sagasser & Associates, Inc. was contracted via 2015 ISID to complete supplemental remedial investigation activities including further delineation of contaminant levels and limits of petroleum impacts downgradient of the release area(s). The soils identified along the south property boundary were predominately comprised of sand. A silty-sand was encountered at ~20 to 25 feet bgs at the MW-2 location. Groundwater saturated soils were identified at ~6 ½ feet bgs. Groundwater flow direction was noted to trend south-southwesterly in the shallow saturated zone and southerly in the deep saturated zone.

Groundwater laboratory data identified significant impacts exist in the vicinity of the former UST basin located along the north side of the on-Site building and in the vicinity of the eastern former dispenser islands located west of the on-Site building. The groundwater data from the soil borings/monitor wells along the south Site property boundary indicated that the plume was bounded to the east and west, representing a distance of ~120 feet with the center of the plume extending from a depth of ~6½ feet to at least 20 feet bgs. The groundwater plume extended off-Site at least 80 feet south and extends from ~15 feet bgs to 25 feet bgs. The plume appeared to be migrating vertically downward as it trended southerly.

Project 2 Reference Information: SKI'S PARTY STORE (FORMER) - PELLSTON, EMMET COUNTY (continued)

Water supply in the area is provided by private water wells. The identified groundwater concentrations were found to exceed the Tier 1 RBSL for Drinking Water, which represents a potential acute hazard. No other applicable exceedances of the Tier 1 RBSLs were noted, as groundwater surface water interface (GSI) pathway was not applicable. A cursory soil gas survey was also completed that indicated that soil vapor concentrations were below screening levels for vapor intrusion.

To address "worst case" groundwater impacts, Sagasser & Associates, Inc. proposed interim response action via AS and/or SVE be pursued as a presumptive remedy for mitigating the acute hazard at the Site. The overall goal of the project is to accomplish risk reduction by abating acute hazards. Sagasser & Associates, Inc. developed a conceptual approach for pursuing the presumptive remedy of AS-SVE, which included an extended pilot test utilizing an existing AS-SVE trailer that the MDEQ had available. Eight (8) sparge wells, with two (2) horizontal vapor extraction lines and ancillary piping were installed and connected to the pilot test trailer for completing the pilot test. Sagasser & Associates, Inc. coordinated the 3-phase electrical power drop and connection to the pilot test trailer, initiated AS pilot test start-up (June 2018) and monitoring, and are currently monitoring and assessing the effectiveness and determining feasibility for utilizing this as a remedial approach for full mitigation of the groundwater impacts to eliminate the potential acute hazard.

Project 3 Reference Information:

Project Name: **ESA FORMER BLACK RIVER MARINE – CHEBOYGAN COUNTY**

Project Address: 8091 Viau Road

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston - Sr. Environmental Scientist

Project City/State/Zip: Cheboygan, Michigan 49721

Client Name and Telephone #: Mr. Keith Cheli, Landscape Architect / Regional Field Planner
DNR Parks & Recreation Division - 989-370-1907

Project 3 Description: Sagasser & Associates, Inc. was contracted by the DNR to complete a Phase I Environmental Site Assessment (Phase I) of the former Black River Marine property located at 8091 Viau Road in Grant Township of Cheboygan County (Site). The assessment activities were conducted to complete due diligence related to the proposed purchase of the property by the DNR to be developed into a boating public access site. Marine equipment repair service operations were identified as early as the 1950s/1960s through circa 2014 on the Site which included on-Site retail fuel sales. A leaking tote of waste oil/fluids was also identified.

Sagasser & Associates, Inc. completed a Phase II Environmental Site Assessment (Phase II) to further assess the recognized environmental conditions (RECs) at the Site. The results of the Phase II assessment activities identified soil impacts exceeding the Part 213 Risk-Based Screening Levels (RBSLs) in the vicinity of the existing underground storage tank (UST) and soil and groundwater concentrations exceeding the Part 213 RBSLs in the location of the existing dispenser island. Shallow soil impacts were identified at concentrations exceeding the Part 201 Generic Residential Cleanup Criteria (GRCC) & Screening Levels in the location of the leaking waste oil/fluids tote. In conjunction with the Phase II activities, an asbestos survey was completed as part of the intended demolition of the buildings. Additionally, samples of the painted exterior of the shop building and shop floor were collected and analyzed for lead/metals in order to address potential worker exposure during demolition. Utilizing the information obtained from the Phase II assessment activities, Sagasser & Associates, Inc. prepared a Baseline Environmental Assessment (BEA) for the State of Michigan/DNR prior to the intended purchase of the Site.

Project 4 Reference Information:

Project Name: **BSA MARYGROVE RETREAT CENTER - GARDEN, DELTA COUNTY**

Project Address: 6411 State Street

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist

Project City/State/Zip: Village of Garden, Michigan 49835

Contact Name and Telephone #: State of Michigan EGLE-RRD/ Ron Smedley - (517) 242-9048

Project 4 Description: Sagasser & Associates, Inc. was contracted under the 2019 ISID Contract to complete a Brownfield Site Assessment (BSA) under the Brownfield Assessment and Remediation Section, including a Phase I Environmental Site Assessment (Phase I), Phase II Environmental Site Assessment (Phase II), Baseline Environmental Assessment (BEA) and an Asbestos Survey.

The Site consists of a ~39-acre irregular-shaped parcel that was originally homesteaded in 1870. The original building was constructed in the early 1920s as a cancer hospital. It was later used as an apartment building until in 1947, the Subject Property was transferred to the Catholic Diocese which commenced utilizing the property as the Marygrove Retreat Center.

Sagasser & Associates, Inc. conducted a Phase I that identified a 2,000-gallon underground heating oil tank north of the chapel addition as a recognized environmental condition (REC). A Phase II was completed to assess the UST that included completing several hand auger borings, soil screening, sample collection and submittal to the EGLE Laboratory for analysis. All results were non-detect; thus, the BEA was not necessary and a Phase I/II Report was prepared. Sagasser & Associates, Inc. also completed an asbestos survey of the building that identified 9"x9" floor tile, aircell pipe insulation and mudded elbow insulation as ACMs.

Project 5 Reference Information:

Project Name: **MANCELONA PCE PLUME - MANCELONA, ANTRIM COUNTY**

Project Address: 403 North Williams Street (US-131)

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist

Project City/State/Zip: Mancelona, Michigan 49659

Client Name and Telephone #: State of Michigan EGLE-RRD/Elaine Pelc - (989) 705-3441

Project 5 Description: Sagasser & Associates, Inc. was initially subcontracted as a Professional Service Contractor (PSC) by a State of Michigan Contract Management firm to complete a Limited RI, Pilot Study, Remedial System Design and Construction Oversight of a known contaminated facility. The project involved identification of potential sources of the known contamination, further delineation of the horizontal and vertical extent of contamination previously identified at the Site, and completion of a soil vapor extraction / air sparging (SVE/AS) pilot study. Data obtained from the Pilot Study was utilized to design an SVE/AS remediation system which was constructed in the fall of 2005. Additional activities completed at the Site, based on the identification of additional acute hazards during the Limited RI, included a soil gas survey, indoor air monitoring, and interim abatement of contaminants identified within indoor air of structures located on the Site and adjacent residential property.

The Site was a Part 201 listed former dry cleaning facility, currently utilized as an apartment building. The Site has been linked to groundwater impacted with tetrachloroethylene (PCE) identified at the Village of Mancelona Production Well #3 (PW-3) since 1986. The Limited RI completed by Sagasser & Associates, Inc. included vertical aquifer profiling utilizing continuous split-barrel soil sampling methods to depths in excess of 50 feet below the groundwater table. Limited RI activities further incorporated low flow groundwater sampling techniques completed in accordance with EPA recommended protocol. The RI activities completed by Sagasser & Associates, Inc. identified several acute hazards that included concentrations of PCE in excess of Part 201 GRCC & Screening Levels for drinking water (soil and groundwater) and in excess of Part 201 Acceptable Indoor Air Concentrations.

Project 5 Reference Information: MANCELONA PCE PLUME - MANCELONA, ANTRIM COUNTY (continued)

Sagasser & Associates, Inc. conducted a Pilot Study at the Site that included vapor recovery (SVE) and injected air (AS) pilot tests utilizing varying vapor extraction and air injection rates. Sagasser & Associates, Inc. evaluated the data obtained from the Pilot Study and developed a remediation strategy, completed the remediation system design, and developed specifications for construction and O&M of the remediation system. The remediation system included the installation of 21 recovery wells (15 vertical SVE wells and 6 Horizontal SVE wells), 18 sparge points, ~950 feet of trenching and associated underground piping, remedial system housing, SVE (2 regenerative blowers) / AS (rotary "claw" compressor) remediation equipment, electrical system and controls, HVAC system, telemetry, Site restoration, system startup and O&M oversight activities. The strategy employed for remediation was to complete vapor recovery and air injection in zones to effectively and efficiently abate acute hazards, including vapor intrusion (VI) into the buildings.

As noted, Sagasser & Associates, Inc. incorporated an innovative design requirement of utilizing horizontal boring install extraction wells to cost-effectively and efficiently extract sub-slab vapors from beneath the structures. This application of a utility installation technique was successfully utilized for installing the horizontal extraction array.

A Trade Contractor installed the remediation system and operated it for ~1 month, at which time Sagasser & Associates, Inc. took over the O&M and monitoring activities. The system has effectively mitigated the indoor air impact and substantially remediated PCE impacts to soil and groundwater. Select system modifications and operations were conducted as part of the remediation process optimization efforts. Sagasser & Associates, Inc. also installed a heat recovery ventilator (HRV) system in the Michigan basement of the adjacent residential home to mitigate the identified PCE VI.

Post-remediation assessment and monitoring data demonstrated that acute hazards had been abated. Subsequently, Sagasser & Associates, Inc. coordinated the system dismantlement and SVE/AS well abandonment under the ISID contract.

Project 6 Reference Information:

Project Name: **AUTOMOTIVE PART MANUFACTURER - GAYLORD, MICHIGAN**

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston - Sr. Environmental Scientist / Robert Hansen, Environmental Scientist

Project City/State/Zip: Gaylord, Michigan 49375

Contact Name: Can be provided upon request

Project 6 Description: Sagasser & Associates, Inc. has been contracted since 2006 to complete monthly monitoring of a groundwater remediation system at the Site which previously had a release of trichloroethane (TCE). Monthly remediation monitoring includes the measurement of static water levels, collection of process water from the active groundwater purge wells and combined flow to the Underground Injection Control (UIC) well (deep well injection) for analyses of VOCs and nutrients per the EPA UIC Disposal Permit. Current monitoring requirements also include daily measurements of process/injection water for pH, temperature, specific gravity, ORP and eH.

Sagasser & Associates, Inc. has also collected samples from the on-Site water supply system for periodic testing for PFAs. Other project activities at the Site have included preparation/updating the SPCC/PIP/ICP plans; collection of samples for asbestos testing; as well as coordination and oversight of remedial activities associated with a propylene glycol release.

Project 7 Reference Information:

Project Name: **FORMER GEORGIA-PACIFIC PROPERTY – GAYLORD, OTSEGO COUNTY**

Project Address: 2212 Dickerson Road

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist

Project City/State/Zip: Gaylord, Michigan 49735

Contact Name and Telephone #: Mr. Jeff Ratcliffe, OCBRA Project Manager (former) / (906) 482-6817

Project 7 Description: Sagasser & Associates, Inc. was contracted by the Otsego County Brownfield Redevelopment Authority (OCBRA) to complete an environmental assessment of the former Georgia-Pacific property (Site). Sagasser & Associates, Inc. developed a Work Plan and request for funding via a MDEQ Clean Michigan Initiative Brownfield Redevelopment Grant [\$743,500], to complete assessment activities that included the completion of a Phase I and a Phase II; preparation of a BEA; asbestos, lead-based paint, and mercury surveys; and due care planning for Site redevelopment.

The Site encompasses ~933 acres consisting of a former particle board manufacturing facility, ~56-acre dump historically utilized as a landfill for the manufacturing facility, and vacant land. The Phase I identified sixty-five (65) recognized environmental conditions (RECs) that included existing UST systems which were further assessed via a Phase II assessment. Sagasser & Associates, Inc. prepared a Site-specific HASP and a detailed Work Plan for the Phase II ESA, which outlined the proposed investigative activities to be completed for evaluating the RECs identified in the Phase I. In advance of the Phase II subsurface investigation activities, a MISS DIG staking request was submitted for identification and marking of subsurface utilities. The interior areas of plant utilities and plant-owned equipment were not marked under the MISS Dig utility staking. An air-knife (soil vacuum) and/or hand auger were used to assist in the clearing of the boring locations.

As part of the Phase II activities, a non-intrusive geophysical survey of select areas was conducted using ground penetrating radar (GPR). The GPR survey activities were focused on REC areas to assist in selecting the placement of boring locations. The GPR was used as an additional measure for clearing the boring locations from potential subsurface structures (e.g., pipes). The GPR reconnaissance included eight (8) reconnaissance areas and forty-four (44) soil boring locations.

In advance of the soil boring activities within the interior of the buildings, 4-inch diameter cores were cut through the concrete floor. A total of thirty-two (32) interior locations and five (5) exterior locations were cored. The initial field investigation activities for the Phase II consisted of forty-three (43) shallow soil boring activities conducted with a hand auger to 5'-11' below ground surface (bgs). Subsequently, one hundred and sixty-five (165) 5'-40' soil borings were advanced utilizing an air-knife (soil vacuum), hand auger and/or hydraulic probe (direct push - Geoprobe®) equipment. In addition, thirty-six (36) soil borings were advanced using conventional auger (hollow-stem) drill rigs with split-spoon sampling. The drill rigs also installed temporary monitor wells in twenty-two (22) locations where soil probing was completed. Four (4) monitor wells were installed using the hydraulic probe in areas inaccessible to the drill rigs. In total, sixty-two (62) temporary monitor wells were installed, developed and sampled.

The Phase II assessment activities were completed on an expedited schedule and were completed within a total of 48 days from the approval of the Work Plan until finalization of the Phase II report. Thereafter, a BEA was prepared and submitted.

Project 8 Reference Information:

PROJECT NAME: **HUGGLER OIL COMPANY - ALPENA, ALPENA COUNTY**

Project Address: 930 West Washington Avenue

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist / Robert Hansen, Environmental Scientist

Project City/State/Zip: Alpena, Michigan 49707

Client Name and Telephone #: State of Michigan EGLE-RRD/Janice Adams (989) 619-4211

Project 8 Description: Sagasser & Associates, Inc. was contracted under our 2015 Environmental ISID contract to initially complete a Vapor Intrusion (VI) Assessment and Feasibility Analysis of an orphaned, open LUST site. Previous work conducted by other included UST removals, limited soil excavation and RI activities, including assessment under the SWET program. Sagasser & Associates, Inc. completed a review of the existing data to ascertain potential VI concerns and completed a feasibility study (FS) for interim response (IR) activities to abate the acute hazards at the Site.

The acute hazards identified by the soil and groundwater assessment activities included the significantly impacted source soils and groundwater impacts. Based on the results of the FS, it was determined that razing the building along with dewatering and source area "worst case" soil impacts was the most appropriate IR approach for the Site. Sagasser & Associates, Inc. completed the following activities:

- Asbestos Survey
- Lead-Based Paint Survey
- Universal Waste Survey
- Assess In-Ground Hoist.
- Securing an MDOT Right of Way (ROW) permit for sidewalk removal-soil excavation.
- Established Pedestrian By-Pass for MDOT ROW closure.
- Obtain NPDES Discharge Permit for discharge of treated dewatering fluids.
- Secure MDOT Discharge Permit for use of MDOT Storm Sewer for NPDES Discharge.
- Obtain Authorization for work, including soil excavation in adjacent railroad ROW.
- Developed a conceptual approach for pursuing the presumptive remedy of dewatering and source area soil excavation.
- Prepared Project Specifications and Bidding Documents to solicit bids from trade contractors to complete the dewatering and source area soil excavation activities.
- Conducted trade contractor (TC) procurement activities.
- Conducted TC oversight of asbestos abatement, universal waste removal, building demolition, hoist removal, dewatering, and source area soil excavation activities.
- Completed Verification of Soil Remediation (VSR) sampling activities.
- Prepared a Soil Excavation – Construction Summary Report.

Accessible source soil and impacted water were removed from the Site during the Interim Response activities. The soil excavation extended to depths on the order of 10-12 feet below ground surface. A total of 4,176.10 tons of contaminated soil and demolition debris, and 635,500 gallons of impacted water were disposed off-Site during the Interim Response activities. Limited contaminated soils exceeding the Tier I RBSLs (GSI Protection only) remain on the Site, along the southeasterly side of the excavation. Soil impacts above the Residential VIAP Screening Levels remain along the eastern perimeter of the Site.

Post-remediation monitoring activities are currently being implemented that includes installation and sampling of thirteen (13) shallow monitor wells and five (5) deep monitor wells to ascertain the remaining impacts to groundwater for assessing current potential exposure pathways and identifying Site closure options.

Project 9 Reference Information:

Project Name: **SCHULTZ'S MARKET AND GAS STATION - OSSINEKE TWP., ALPENA COUNTY**

Project Address: 12010 Wolf Creek Road

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist / Robert Hansen, Environmental Scientist

Project City/State/Zip: Hubbard Lake, Michigan 49747

Client Name and Telephone #: State of Michigan EGLE-RRD/Janice Adams (989) 619-4211

Project 9 Description: Sagasser & Associates, Inc. was the successful bidder and awarded a contract under the 2013 Expanded Environmental Remediation ISID Contract to complete Remedial Investigation, Focused Feasibility Study (FFS) and Interim Response (IR) actions of a known contaminated facility. The project involved a former rural gas station and small grocery store that had been converted into a residential rental property (duplex). In 1989, a confirmed release of gasoline was identified at the Site from three (3) USTs that were previously removed.

Initial assessment work included, nineteen (19) soil borings utilizing an all-terrain direct-push (probe) rig for soil and groundwater sampling. Sagasser & Associates, Inc. completed soil and groundwater sampling for VOCs, PNAs and lead. The lithology identified at the Site is comprised of heterogeneous layers of sand, clay and loam (~equal mix of sand, silt and clay). In general, the soil types include upper soil layers of clay and loam with intermingled, non-contiguous, sand stringers. In the central part of the Site, the fine grained soils (clay/loam) are underlain by coarser grained soils (sands) that are water saturated at roughly 10' bgs. The groundwater in the saturated sandy soils is apparently in confined conditions, as indicated by the heaving of saturated sands into the borehole and the resultant static groundwater that rises to 3'-4' bgs.

Significantly impacted soils were identified that exceeded drinking water protection criteria, groundwater surface water interface (GSI) criteria, and vapor intrusion screening levels (SVI-RES). Relatively low groundwater contaminant concentrations were identified with respect to the high soil contaminant concentrations. A cursory soil gas survey was completed that indicated that soil vapor concentrations were below screening levels for VI.

To address "worst case" impacts, Sagasser & Associates, Inc. prepared specifications for securing a trade contractor (TC) to complete dewatering and source area soil excavation as an IR. The soil excavation activities were completed in the fall of 2017 and extended to depths on the order of 14-16 feet bgs. A total of 2,364.23 tons of contaminated demolition debris and soil and 72,279 gallons of impacted water were disposed off-Site during the IR activities. Sagasser & Associates, Inc. provided TC oversight, completed field screening, verification of remediation sampling, and construction summary report preparation.

Post-remediation monitoring activities that included installation and sampling of monitor wells and soil gas vapor points to ascertain the remaining impacts and assess remaining potential exposure pathways, and to identify potential alternatives to achieve Site closure. Based on the potential VI concerns with respect to the building construction, partial crawlspace, partial basement, perched groundwater conditions, along with a changed future intended use, further remedial actions are being pursued including:

- Asbestos Survey - Completed
- Lead/Cadmium-Based Paint Survey - Completed
- Universal Waste Survey - Completed
- Developed a conceptual approach for pursuing the presumptive remedy of building demolition, dewatering and source area soil excavation - Completed
- Prepared Project Specifications and Bidding Documents to solicit bids from trade contractors to complete the dewatering and source area soil excavation activities - Completed
- Conducted trade contractor (TC) procurement activities - Completed
- TC oversight of asbestos abatement, universal waste removal, building demolition, dewatering, and remaining source area soil excavation activities – Pending (JAN 2023).

Project 10 Reference Information:

Project Name: **FORMER TRADING POST - TAX REVERTED TO OTSEGO COUNTY**

Project Address: 10516 Old 27 South

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston - Sr. Environmental Scientist

Project City/State/Zip: Waters, Michigan 49797

Contact Name and Telephone #: Thomas Wagar, Otsego Lake Township Supervisor / (989) 732-4288

Project 10 Description: Sagasser & Associates, Inc. was contracted to complete a Phase I, Limited Phase II, Asbestos Survey, Demolition Oversight, UST Removal Oversight/Assessment and BEA of the former Trading Post property that was tax reverted to Otsego County and was being sold to Otsego Lake Township for a pathway trailhead. The assessment activities were conducted to complete due diligence related to a proposed property transfer and to address an obsolete building and abandoned containers (e.g., USTs). The Site is a Closed LUST facility.

The Subject Property is situated within the village of Waters and the building was severely dilapidated with portions of the roof having collapsed. As such, portions of the building were deemed unsafe for access to allow for complete survey of the building for asbestos. The partial asbestos survey identified vermiculite insulation which is assumed to be an ACM and considered friable. Thus, the building demolition had to be completed via wet demolition practices.

During the Site activities associated with the building demolition and initial UST #4 removal activities an unknown UST (#5) was discovered. UST #1 and UST #2 were previously removed. UST #3 was reported as "closed in-place", though upon inspection of that UST, it had not been filled with an inert substance. The discovered USTs were registered and in November 2018 UST #3, UST #4 and UST #5 were removed.

A Suspected Release was filed for the Site, which was upgraded to a confirmed release upon receipt of the laboratory analyses. Groundwater laboratory analysis identified contaminant levels above detection limits; thus, the Subject Property was demonstrated to be a "Facility". As this was a Closed LUST and the source of the impact to groundwater was not apparent, it was considered appropriate to address the release via IM-10. A BEA was completed by Sagasser & Associates, Inc. on behalf of Otsego Lake Township.

Project 11 Reference Information:

Project Name: **FORMER CORNER STORE, BURT TOWNSHIP, CHEBOYGAN COUNTY**

Project Address: 6515 Mullett-Burt Road

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist / Robert Hansen, Environmental Scientist

Project City/State/Zip: Cheboygan, Michigan, Michigan 49721

Client Name and Telephone #: State of Michigan EGLE-RRD/Randy Rothe (989) 705-3416→Craig Oakley (retired)→Melissa Kendzierski (989) 619-5015

Project 11 Description: Sagasser & Associates, Inc. was initially contracted as the successful low responsive bidder under the Hazardous Waste Contract, and continued assessment activities via transitions to the 2011→2015 Environmental ISID contracts and subsequently under the Expanded Environmental Remediation ISID contract to complete RI of an orphaned, open LUST site (Facility I.D. #0-037911).

The Corner Store Site was a former gas station/party store that is presently utilized as a residence. The main on-Site structure consists of a single-story building situated on a concrete slab-on-grade. Additions to the structure are present along the northwest side and are constructed over a small crawl-space. The on-Site water supply well was determined to be impacted and is no longer in use. A new water supply well was installed onto the northern adjacent property and serves both properties. The Site previously had two (2) gasoline UST systems located adjacent to the southeastern side of the on-Site building, within the Crump Road ROW. Reportedly, the USTs were oriented in a north-south configuration with the tanks placed end to end and have been removed. The dispenser pad was located near the southern end of the southern UST, southeast of the building.

Project 11 Reference Information: FORMER CORNER STORE, BURT TWP., CHEBOYGAN COUNTY (cont.)

Assessment work included completing completion of thirteen (13) soil borings utilizing an all-terrain direct-push (probe) rig for assessing the lateral and vertical limits of soil impacts. In addition 49 monitor wells have been installed for delineating the extent of groundwater impacts on and downgradient of the Site. Results of soil and groundwater assessment completed for the Site identified significant petroleum impacts resulting from release(s) from the former filling station activities.

The upper interval of soil types, observed during completion of the soil borings were inconsistent between borings. The general lithology consists of an upper 3'-10' of loamy sand/fine to medium sand/fill material, underlain by predominately sandy loam soils (comprised of a mixture of silt, clay and fine sand) that increased in density (hardness) with depth. The loam stratum had thin lenses and small layers (1"-6" thick) of sand, clay and gravel and varied in percentages of the amounts of silt, clay, sand and gravel with depth. In general, the density of the loam increased with depth, as noted by the blow-counts (standard penetration testing) and auger drilling resistance. The sandy loam extended to 22'-27' where fine to medium-grained sand was encountered and extended through the full depths of the borings.

Soil impacts were delineated to levels below Tier 1 RBSLs and can be generalized as having relatively limited lateral extent in the loamy soils and expanded further radially outward within the underlying sand stratum. Based on the field screening data and analytical results, the impacts to the shallow and loamy soils are roughly within a ~35' radius outward from the former UST basin. Vadoze zone sand impacts extend beyond this impact and are ~60' radius outward from the former UST basin.

Groundwater-saturated soils are present in the sand stratum at depths ranging from 30'-33' bgs. Based upon the field observations and field screening, the groundwater on-Site was present in un-confined condition. Light, non-aqueous phase liquid (LNAPL - free phase product) was identified on the groundwater and significant petroleum (e.g., gasoline) vapors were noted in the vadose zone soils. The LNAPL plume within the groundwater extended ~135' westerly from the UST basin. The thickness of the LNAPL observed in wells ranged from <1/8-inch to 16-inches.

Groundwater impacts in the source area extend significantly radially outward from the release area ~125' from the former UST basin. The groundwater impacts extend downgradient, ~1,100' westerly from the source area and the plume apparently narrows along the migration pathway. The loamy soils gently slope downward in elevation westerly from the Site and create a confining condition for the underlying groundwater-saturated sands. The confining conditions appear to begin ~300' west of the former UST basin. The degree of confining conditions increases westerly and downgradient of the Site. Vertical migration is apparently enhanced within the confined conditions as indicated by the deeper impacts into the sandy soils as the plume migrates west-northwesterly from the Site.

Supplemental assessment activities included completing assessment via Laser Induced Fluorescence (LIF) and Membrane Interface Probe (MIP) with a Hydraulic Profiling Tool (HPT) to further characterize the impacts and identify preferred migration pathways. In advance of the LIF work on Site, an electromagnetic (EM) and ground penetrating radar (EM-GPR) survey was completed. An assessment for the vapor intrusion (VI) exposure pathway was completed via installation and sampling of sub-slab vapor points in the building.

Sagasser & Associates, Inc. completed a focused feasibility study including pilot testing for SVE and AS, which were deemed less than suitable technologies due to the very dense nature of the loamy soil and underlying fine sands. A pilot test for assessing the viability for in-situ remedial alternatives was completed to evaluate potential for injecting chemical oxidants for destruction of petroleum impacts with augmentation via oxygen release compounds (ORC). The results of the injection pilot testing were that this methodology is less than ideal for the Site. An aquifer step-down test indicated significant pumping volumes for dewatering. Further delineation and evaluation activities are being completed.

Project 12 Reference Information:

Project Name: **CANUTE RESIDENCE – GRAYLING, CRAWFORD COUNTY**

Project Address: 8266 Fletcher Road

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist

Project City/State/Zip: Grayling, Michigan 49738

Contact Name and Telephone #: Mr. William Canute - (989) 348-2642

Project 12 Description: Sagasser & Associates, Inc. was contracted by the site owner to assess a release of an unknown volume of heating oil from a ~275-gallon aboveground heating oil tank at the Site. Fuel oil odors were noted in soil borings at each end of the tank with the most severe impacts present in the boring completed on the west side of the AST. Soils were predominantly silty, fine to medium-grained, moderate yellowish brown sand. A thin clay seam was observed at ~12½ feet bgs.

Sagasser & Associates, Inc. coordinated the characterization and abatement activities that included the delineation of soil impacts, pre-approval for landfill disposal, and soil excavation oversight. The septic line located in the vicinity of the release area was exposed and cut. Initially, soils were excavated to ~1½ feet below grade adjacent to the house. Sheet piles were then installed ~1½ feet from the north wall of the house at an angle. The area along the north wall of the house was excavated to a depth of ~5 feet bgs. During the excavation, the soils were field-screened utilizing a PID and VSR samples were collected from the limits of the excavated area. The worst case fuel oil impacted soil was removed via excavating along the side of the home to the maximum practical depths. The lateral and vertical limits of the fuel oil impacted soil was delineated to non-detect levels, however impacts above Residential criteria remained at depths that were impractical to remove via excavation, due to the proximity of the building. Remaining soil impacts were remediated via soil vapor extractions utilizing a Solar Vent.

Sagasser & Associates, Inc. designed, constructed and installed a Solar Vent remediation system to mitigate the remaining impacts from the heating oil release. To our knowledge, no other solar operated soil vapor extraction system has previously been used at any other Site in Michigan. Sagasser & Associates, Inc. independently developed the concept of using a solar powered SVE system to cost effectively address the remaining soil contamination at the Site. We designed, developed, constructed, installed and operated the Solar Vent that was used at the Site.

Conceptually, the remedial approach of enhanced attenuation of the petroleum impacted soils via the Solar Vent incorporates several processes to effectively decrease contaminant concentrations in the soils. The Solar Vent operation utilizes a 60-watt, 4 amp solar panel that directly powers a 4-inch diameter in-line blower. The blower vents/extracts soil vapor from the vadose zone soils via the SVE well for atmospheric discharge/venting. Enhanced attenuation of petroleum impacts is accomplished by the following processes: Petroleum vapors in the soil gas are directly extracted and vented during blower operation (daytime-sunny day); the diurnal cycle results in the inherently cyclical operations of the blower which creates a daily fluctuation in vapor extraction rates that minimizes the potential for isolated vapor flow pathways; The process of active venting of soil results in air-exchanges through the petroleum impacted soils, thereby allowing additional volatilization of the fuel oil; Increased potential for bio-degradation of petroleum compounds results as air-exchanges replenish oxygen levels, thereby enhancing the natural biodegradation rates; The SVE wells and piping network provide for passive venting during periods of blower in-operation. The processes of the Solar Vent operation decreases petroleum contaminant concentrations in soils as it removes the volatile and semi-volatile organic compounds via direct venting (in accordance with Rule 290) and enhances the natural biodegradation of petroleum constituents by allowing for increased oxygen supply through consistent subsurface air exchanges. The Solar Vent was an especially cost-effective remedial alternative as no costs associated with the installation of electric service, power charges, etc. were needed.

The solar vent operated for ~18 months, at which time supplemental soil assessment demonstrated the mitigation of fuel oil impacts to levels below unrestricted residential criteria and Sagasser & Associates, Inc. completed a Closure Report. The request for a NFA determination was approved.

Project 13 Reference Information:

Project Name: **SOMERS MOBIL GAS STATION - LINCOLN, MICHIGAN**

Project Address: 307 South Second Street

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist

Project City/State/Zip: Lincoln, Michigan 48742

Contact Name and Telephone #: State of Michigan DEQ/Randy Rothe (989) 705-3416

Project 13 Description: Sagasser & Associates, Inc. was initially subcontracted by a State of Michigan Contract Management firm to complete Acute Risk Abatement (ARA), Site Investigation (SI), Focused Feasibility Study (FFS) and preparing a Final Assessment Report (FAR) of a known contaminated facility. Thereafter, Sagasser & Associates, Inc. was contracted by the EGLE-RRD via ISID contract for Professional Services. The project involved identification of three potentially co-mingled sources of contamination, GPR/EM survey, UST removal specifications, vapor monitoring of indoor air and substructures, soil and groundwater contaminant (and LNAPL/free product) delineation utilizing direct push technology and installation of permanent monitor wells with a truck-mounted drill rig.

The Site was an inactive gas station with six registered USTs and multiple dispensers. Additional USTs and ASTs containing varying petroleum products were observed and reported at the Site. Historical records information for the Site indicated that two separate releases had been reported. Sagasser & Associates, Inc. conducted plume degradation and timeline differentiation analyses indicating three separate releases in the vicinity of the Site.

Preparatory investigative activities included the completion of an initial reconnaissance of the Site, in conjunction with a GPR/EM survey of the property. The results of the reconnaissance and geophysical survey were used to assist in guiding subsequent soil and groundwater assessment activities and acute risk abatement. Initial assessment work included, twenty-five (25) soil borings utilizing an all-terrain direct-push (probe) rig and twenty-four (24) borings/wells with a drill rig for soil and groundwater sampling. Sagasser & Associates, Inc. completed soil and groundwater sampling for VOCs, PNAs and lead. Soils consist of fine to medium silty sands to approximately 40' bgs with a peat layer at approximately 4' bgs, beneath a former riverbed, that was a secondary source of groundwater contamination after exposure from seasonal groundwater fluctuations. Groundwater at the Site was located 3' to 8' feet bgs.

The UST removal specifications were prepared to facilitate the selection of a TC for proper closure of the USTs and dispenser islands. Sagasser & Associates, Inc. had completed free product monitoring and recovery. Sagasser & Associates, Inc. also conducted vapor monitoring activities on-Site and potable water well sampling at down gradient structures. Site Investigation activities, FFS and the FAR were completed.

Additional feasibility analyses were conducted and a Corrective Action Plan (CAP) was prepared that recommended excavation and disposal of 21,000 tons of impacted media. Sagasser & Associates, Inc. prepared soil excavation specifications that included contaminated media removal to greater than 14 feet bgs, demolition of two buildings, dewatering/treatment/NPDES discharge of over 10,000,000 gallons and Class A roadway and right of way replacement. The TC selected to install auger-cast piling and lag-wall shoring, as an alternative soil retention method that Sagasser & Associates, Inc. reviewed and approved for the project. Sagasser & Associates, Inc. completed asbestos surveys of buildings scheduled for demolition and incorporated the requirements for proper handling of asbestos containing building materials as part of the building demolition specification. Sagasser & Associates, Inc. completed the construction/demolition oversight activities.

Sagasser & Associates, Inc. coordinated with State and local units of government, the Village DDA and adjacent property owners for temporary drinking and other use water supply to three local businesses that had wells too shallow to access the water table that was depressed via dewatering.

Sagasser & Associates, Inc. coordinated the removal/plugging/abandonment of the monitor wells, and surface restoration at the Site when the project was complete.

Project 14 Reference Information:

Project Name: **2013-2022 ENVIRONMENTAL EXPANDED TRIAGE ISID SITES**

Project Address: Various Locations

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston, Sr. Environmental Scientist / Robert Hansen, Environmental Scientist

Project City/State/Zip: Throughout Saginaw Bay/Gaylord/East and West UP Districts

Contact Name and Telephone #: MDEQ-RRD Randy Rothe (989) 217-0083→Nick Swiger (231) 876-4458→Lee Gosson (517) 582-4482

Project 14 Description: During the last 9 years, Sagasser & Associates, Inc. personnel completed 176 Triage Assessments across the northern portion of Michigan, the Saginaw Bay area, Eastern U.P. The Triage Assessments were completed at a variety of different types of properties including vacant and active gas stations, current residential homes, commercial businesses, resorts, road commissions, marinas, restaurants, municipal facilities, a fish hatchery, an active airport, State Police Posts.

Work Plans were prepared for each district with assigned sites to detail the intended activities, procedures and methods to be utilized for completing the following tasks:

- Task 1 - Project Administration, Project Coordination, Securing ROW Permit/Signage, and Scheduling
- Task 2 - Mobilization/Demobilization
- Task 3 - Site Reconnaissance-Ground Penetrating Radar (GPR)/Electromagnetic (EM) Survey
- Task 4 - Direct-Push Borings (Soil and Groundwater Characterization)
- Task 5 - Hollow Stem Auger Borings (Soil and Groundwater Characterization)
- Task 6 - Rock Drilling (Groundwater Characterization)
- Task 7 - Laser Induced Fluorescence (LIF) - NAPL Assessment
- Task 8 - Soil Gas Investigation
- Task 9 - Monitoring Well Sampling
- Task 10- Monitoring Well Abandonment
- Task 11- Site Survey
- Task 12- Site Restoration
- Task 13- Investigative Derived Waste (IDW) Management
- Task 14- Project Reporting

Site reconnaissance and EM-GPR survey work was completed at each triage Site. Our approach for the Site Reconnaissance included coordinating with the Site Project Manager to meet at their Sites for an initial Site Reconnaissance and discuss the known details, project specific goals for the triage assessment, anticipated boring locations, etc. This cooperative approach for the assessment allowed us to understand the data requirements sought for the Site. The EM-GPR Surveys were used for clearing proposed boring locations and for identifying other buried objects (e.g., septic tanks), buried utilities, former UST basins, and other apparent obstructions (e.g., buried fill/concrete). Discovered USTs and UST system piping were identified at several of the triage Sites.

The scope of work predominately included direct-push borings that were completed at 168 of the Sites. The probe work was on a wide variety of Sites that included active gas stations, inactive gas stations, former manufacturing plants, road commissions, active car dealerships, automotive repair shops, grocery stores, active commercial stores/businesses, restaurants, hotels, school bus garages, and properties being used for residential homes. The probe depths ranged from 5' below ground surface (bgs) to borings drilled to 60' bgs for soil and groundwater sampling. Sagasser & Associates, Inc. also completed triage assessments via hollow-stem augering (2 Sites) for soil and groundwater sampling and rock drilling (5 Sites) for groundwater sampling. Supplemental groundwater monitoring and VI sampling was also completed (1 Site).

Sagasser & Associates, Inc. completed all Tasks for the former triage project Sites, including the boring location surveys, site restoration, investigation derived waste (IDW) disposals and project reporting. We were successful in keeping our projects costs below budget and all project work completed on schedule.

Project 15 Reference Information:

Project Name: **20 LOTS – VACANT PARCELS – WURTSMITH DISTRICT, OSCODA, MICHIGAN**

Project Address: Pine Drive, Oak Drive, North Skeel Avenue, and California Street

Key Personnel: Kevin D. Sagasser, P.E. - Sr. Project Engineer / Scot R. Egleston - Sr. Environmental Scientist / Robert Hansen, Environmental Scientist

Project City/State/Zip: Oscoda, Michigan 48750

Contact Name: AuSable Developments, LLC

Project 15 Description: Sagasser & Associates, Inc. was contracted to complete a Phase I Environmental Site Assessment (Phase I) of twenty (20) vacant lots located on Pine Drive, Oak Drive, North Skeel Avenue, and California Street in Oscoda, Michigan (Subject Property). The assessment activities were conducted to complete due diligence related to a proposed property transfer and redevelopment of the vacant property.

The Subject Property is situated within the former Wurtsmith Air Force Base (currently the Wurtsmith District. In the 1920s, the Subject Property was part of Camp Skeel and was later renamed the Oscoda Army Air Field, the Oscoda Air Force Base, and, in the 1950s, Wurtsmith Air Force Base. As of the early 1950s, the Subject Property was initially developed with the Services/Correctional Custody and Public Affairs buildings with sixteen (16) base housing buildings added in the mid-1950s. The buildings were present on the Subject Property until circa 2009 when they were demolished. The Subject Property is presently vacant.

The following recognized environmental conditions (RECs) was identified for the Subject Property:

- The Subject Property is located within the former Wurtsmith Air Force Base (currently the Wurtsmith District) and more specifically is located within the regulatory administrative area known as Site SS-13 and KOC/WP-04. A PFAs groundwater contaminant plume is known to be present on the Subject Property and the Subject Property is within the KOC/WP-04 administrative boundary with documented trichloroethylene (TCE) plume. Groundwater samples collected on the Subject Property on November 8, 2022, identified PFA concentrations in exceedance of the August 2020 EGLE Drinking Water Maximum Contaminant Levels (MCLs) Criteria. Based on the MCL criteria exceedances of PFAs, the Subject Property is a “Facility”.

Phase II Environmental Site Assessment (Phase II) activities were performed by Sagasser & Associates, Inc. personnel on November 8, 2022, to determine if the identified REC had impacted the Subject Property. the Phase II included completing five (5) soil borings to evaluate the trichloroethane (TCE) concentrations identified on a downgradient parcel and extrapolated onto the Subject Property are present and to obtain current concentrations of PFAs on the Subject Property.

The soils encountered during the installation of soil borings SB-1 through SB-5 were predominantly comprised of fine to medium sand underlain by fine sand. Soil borings were advanced to 22½, 25 & 26 feet below ground surface (bgs). Due to the tight sandy soils or borehole collapse, several of the boreholes were redrilled with an expendable point in order to install a temporary PVC well screen in the borehole. Groundwater saturated soils were encountered at 17 to 17½ feet in the more level portions of the Subject Property and 23 feet at the northwestern portion of the parcel where a slight hill is present. Temporary PVC well screens were installed in each borehole for the collection of groundwater samples utilizing a peristaltic pump. The following details the groundwater analytical results at each boring location:

Concentration of PFH and PFOA were identified above the Drinking Water Maximum Contaminant Levels (MCL) criteria. Based on the identified PFAs in the groundwater, the Subject Property was determined to be a “Facility” and Sagasser & Associates, Inc. prepared a BEA for the purchaser.

ATTACHMENT A
PROFESSIONAL PROFILES

KEVIN D. SAGASSER, P.E.
President and Senior Project Engineer

EDUCATION

- B.S., Geological Engineering, 1987, Michigan Technological University, Houghton, MI.
- ASTM Risk Based Corrective Actions at Petroleum Contaminated Facilities
- OSHA 40-Hour Hazardous Waste Certification (29 CFR 1910.120)
- OSHA 8-Hour Supervisor Training for Hazardous Waste Sites
- Environmental Site Assessment Seminar (Phase I)
- Environmental Site Assessment Seminar (Phase II)
- EPA AHERA Building Inspector for Asbestos
- Radon Measurement Technician Training
- A-1i Certification – Storm Water Management – Industrial Site
- A-1j Certification – Storm Water Management – Construction Site
- A-2b Certification - Filtration of Wastewater
- A-2d Certification - Air Stripping
- B-2c Certification - Oil-Water Separation
- B-3b Certification - Carbon Adsorption

PROFESSIONAL REGISTRATION

- State of Michigan Licensed Professional Engineer [No. 38779]
- State of Michigan Certified Underground Storage Tank Professional [No. 287]
- State of Michigan Qualified Underground Storage Tank Consultant [No. Z0314]

PROFESSIONAL EXPERIENCE

- President and Senior Project Engineer, Sagasser & Associates, Inc., 1995-present
- Project Engineer/Office Manager, Mackinac Environmental Technology, Inc., 1993-1995
- Project Engineer, Superior Environmental Corp., 1991-1993
- Division Manager, Professional Service Industries, Inc., 1988-1991

PROFESSIONAL CAPABILITIES

Kevin D. Sagasser is a Registered Professional Engineer in the State of Michigan and owner of Sagasser & Associates, Inc. He has 31 years of diversified experience in the environmental field, primarily in environmental consulting and engineering. He has significant experience in development and performance of various environmental site investigations such as Phase I site assessments, preliminary contamination assessments, non-intrusive geophysical surveys, and hydrogeologic/ remedial investigations. He has supervised and managed numerous site investigation projects, underground storage tank closures and soil/ground water contaminant remediation programs.

Mr. Sagasser has acquired extensive technical experience with various investigative techniques including: soil boring methodology; monitor well design, construction and development requirements; analytical sampling procedures for soil, surface water and groundwater; analytical testing parameters and protocol; soil gas surveys; field gas chromatography; and non-intrusive geophysical investigations. Mr. Sagasser has designed, managed and overseen numerous soil and groundwater remediation projects including experience in soil vapor extraction (SVE); Dual-Phase Extraction (DPE); air sparging; in-situ/ex-situ biological remediation of soils and groundwater; and pump/treat operations.

SCOT R. EGLESTON
Sr. Environmental Scientist

EDUCATION

- B.S., Environmental Science with concentrations in biology and geology, 1999, University of Michigan-Dearborn, Dearborn, MI.
- B.S., Zoology, 1995, Michigan State University, East Lansing, MI
- EPA AHERA Building Inspector for Asbestos

PROFESSIONAL REGISTRATION AND CERTIFICATIONS

- OSHA 40-Hour Hazardous Waste Certification (29 CFR 1910.120)
- Asbestos Inspector Accreditation
- Michigan Department of Great Lakes & Energy Drinking Water Operator Certification, F-5 classification.

PROFESSIONAL EXPERIENCE

- Environmental Scientist, Sagasser & Associates, Inc., Gaylord, Michigan; 2000-present
- Associate Environmental Scientist, McLaren-Hart/Jones, Inc., Novi, Michigan; 2000
- Staff Scientist, NESA & Associates, Inc., Troy, Michigan; 1998 - 2000
- Industrial Hygiene Technician, BDN Industrial Hygiene Consultants, Wyandotte, Michigan; 1997 – 1998
- Michigan Department of Great Lakes & Energy Drinking Water Operator Certification, F-5 classification.

PROFESSIONAL CAPABILITIES

Scot Egleston is an Environmental Scientist with Sagasser & Associates, Inc. He has 22 years of diversified experience in the environmental field, primarily in environmental consulting. Mr. Egleston has conducted several hundred Phase I Environmental Site Assessments and associated lending institution property screens for a wide variety of properties throughout Michigan, New York, Illinois, and Quebec. He has completed Preliminary Contamination Assessments, Phase II Environmental Site Assessments, associated remedial, and Baseline Environmental Assessments in order to address liability concerns for impacted properties identified during site assessment activities.

Mr. Egleston has completed numerous asbestos and lead-based paint inspection and sampling projects in health care buildings, schools, abandoned houses, and production/manufacturing facilities throughout Michigan. He has also overseen asbestos and lead-based paint abatement projects which involved personal, ambient and clearance air monitoring.

Mr. Egleston has also completed the oversight, sample collection and reporting for the collection of dredge/sediment samples for numerous harbor/marina upgrades, and shoreline development projects.

Mr. Egleston has acquired experience with various investigative techniques including: soil boring methodology; monitor well design, construction and development requirements; analytical sampling procedures for the collection of soil, sediment, surface water, vapor and ground water; and analytical testing parameters and protocol. He has field experience in the remediation of petroleum impacted groundwater and soil, UST assessments, O&M of remediation systems, and site investigations. In addition to field experience, Mr. Egleston has significant experience in preparing a variety of reports associated with the aforementioned investigative, remedial, and site assessment activities.

Additionally, Mr. Egleston has prepared numerous informal, informational presentations related to environmental assessment for real estate professionals to increase their understanding of the environmental due diligence processes.

ROBERT W. HANSEN

Environmental Scientist / Health & Safety Coordinator

EDUCATION

- B.S., Environmental Health & Safety with concentrations in biology, Central Michigan University, Mt. Pleasant, MI.

PROFESSIONAL REGISTRATION AND CERTIFICATIONS

- OSHA 40-Hour Hazardous Waste Certification (29 CFR 1910.120).
- Michigan Department of Great Lakes & Energy Drinking Water Operator Certification, F-5 classification.

PROFESSIONAL EXPERIENCE

- Environmental Scientist, Sagasser & Associates, Inc., Gaylord, Michigan; 2019-present.

PROFESSIONAL CAPABILITIES

Robert W. Hansen is an Environmental Scientist with Sagasser & Associates, Inc. He has four years of diversified experience in the environmental field, primarily in environmental consulting. Mr. Hansen has conducted Phase I Environmental Site Assessments and Environmental Transaction Screens for a wide variety of properties throughout Michigan. He has completed Preliminary Contamination Assessments, Phase II Environmental Site Assessments, associated remedial, and Baseline Environmental Assessments in order to address liability concerns for impacted properties identified during site assessment activities.

Mr. Hansen has acquired experience with various investigative techniques including: soil boring methodology; monitor well design, construction and development requirements; analytical sampling procedures for the collection of soil, sediment, surface water, vapor and groundwater; and analytical testing parameters and protocol for numerous contaminants including pesticides, petroleum, PFAs, heavy metals, PCBs, nitrates, etc. He has field experience in the remediation of petroleum impacted groundwater and soil, UST assessments, O&M of remediation systems, and site investigations. In addition to field experience, Mr. Hansen has experience in the preparing a variety of reports associated with the aforementioned investigative, remedial, and site assessment activities

Mr. Hansen has completed numerous assessments under the State-Wide Triage program and has managed all aspects of the scheduling, coordination, completion and associated reporting of the triage activities. He is proficient in preparing and implementing Site-Specific Health and Safety Plans for projects.

Mr. Hansen has completed TC oversight activities, including documentation of TC activities, material tracking (e.g., soil manifests, backfill, etc.), guiding excavation activities via field screening, verification of soil remediation (VSR) sampling, etc. Mr. Hansen has also coordinated and overseen various UST system removals and associated soil excavations.

Mr. Hansen is experienced in soil gas and sub-slab vapor pin installations, monitoring and sampling to assess for vapor intrusion (VI). He has also constructed VI kits/helium chambers and is proficient in maintenance and repair of the VI kits.

ATTACHMENT B

EXAMPLE - SAMPLE WEEKLY PROGRESS REPORT

WEEKLY CONSTRUCTION PROGRESS REPORT

Somers Mobil (0-0018571)

22-24 NOV 04

Department or Agency: Michigan Department of Environmental Quality, Remediation and Redevelopment Division

S & A Project Number: 110001

Contractor: Sagasser & Associates, Inc.
699 South Wisconsin Avenue
Gaylord, Michigan 49735

Current Phase of Project: Interim Remediation, Performance Monitoring

Contractor: Sagasser & Associates, Inc.
699 South Wisconsin Avenue
Gaylord, Michigan 49735

Progress Made During Reporting Period:

Signage indicating the local businesses were still open was installed on 22 NOV 04.

The Somers Mobil building demolition was conducted by Lincoln Sand & Gravel (LS&G) personnel on 22-24 NOV 04. The concrete was segregated from the building material for recycling, with the remainder of the material loaded into 30 yd³ roll-off boxes. Two roll-off boxes were removed from the Site on 23 NOV 04 by Republic. The fencing was moved to enclose the Somers Mobil property and allow access through the South Second Street roadway each night and through the Thanksgiving weekend.

Problems Encountered and Recommended Solutions:

Lincoln Sand & Gravel (LS&G) informed Sagasser & Associates, Inc. that they had emptied the hydraulic oil out of the hoist tank from Somers Mobil prior to initiating the building demolition activities. LS&G reportedly removed the hydraulic oil from the Site for personal use, without completing proper disposal documentation procedures. LS&G stated that NSI had been pressuring them to prepare the hoist for removal, but had not discussed the proper procedures with them concerning the disposition of removed hydraulic oil. LS&G and NSI were informed of the breach in proper disposal procedure and the hydraulic oil was returned to the Site and stored in a labeled 55-gallon drum. NSI was told to maintain control of their subcontractors and to provide Work Plan information to their subcontractors in the future.

The Republic driver that arrived at the Site on 23 NOV 04 did not have Hazwoper training and the Work Area was enclosed. Based on Specification requirements and the NSI Work Plan, the driver would not have been allowed to leave his truck. NSI was unprepared to address the removal of the roll-off boxes without the Republic driver being allowed to leave his truck and operate the truck-mounted equipment necessary to load the roll-off boxes. Due to the non-friable asbestos conditions anticipated for the Somers Mobil demolition material, and in the interests of not creating further project delays, Sagasser & Associates, Inc. authorized the driver to leave his truck for that one event. NSI was informed that they had to prepare a plan to load the roll-off boxes for all future events that did not involve non-Hazwoper trained personnel leaving their trucks.

Mr. Harry Harvey (builder for Heather's House of Hair) and Mr. Phinney (Heather Phinney's husband) accessed the Work Area without authorization on 23 NOV 04. They were informed by Tim Rombach (Sagasser & Associates, Inc.) prior to their entry that access was not allowed, and they ignored his warning and jumped the security fence to gain access. Mr. Rombach promptly informed Matt Halmond (NSI) and Randy Rothe (MDEQ) of the unauthorized access and then phoned the police. Mr. Harvey

and Mr. Phinney intended to stake the proposed location of the new Hair Salon building, installed four stakes, then left the Site. The Alcona County Police Department arrived at the Site after Mr. Harvey/Mr. Phinney departure, and took a report of the unauthorized access from Mr. Rombach and Mr. Rothe.

Problems Encountered and Recommended Solutions (continued):

Delta Environmental (Delta) personnel and subcontractors showed up at the Site on 23 NOV 04 and requested access to the treatment building to begin equipment removal. The full Work Area was fenced/enclosed including the area encompassing the treatment building, therefore, access was denied. Delta claimed an inability to reschedule the equipment removal and pressed their case for admittance to the Work Area. Based on the NSI work activities occurring only on the east side of the Site (Somers Mobil building demolition), Sagasser & Associates, Inc. told Delta they could work with NSI to establish a temporary security fencing that would enclose the NSI work zone but allow access to the treatment building for Delta. Sagasser & Associates, Inc. told NSI it was their option to work with Delta to allow access, however, they were told that no additional charges could occur to the project if they decided to work with Delta to allow access. NSI work was temporarily halted by NSI while a temporary fence was placed along the west side of the Somers Mobil property, and access to the treatment building was granted to Delta.

The natural gas cut/cap location adjacent to the Hair Salon was too far south, and will interfere with the installation of the sheet piling adjacent to the Hair Salon. Informed NSI to contact MichCon and get the cut/cap location moved farther to the north.

Project Activities for Next Reporting Period:

Initiate demolition of the bar/hotel building.

Begin sheet piling and augercast installation.

Tentatively begin excavation activities at the western and eastern edges of the excavation.

Schedule Update:

The schedule is very fluid at this point. NSI continues to have equipment availability issues, which causes delays in the proposed schedule. Contaminated soil excavation activities are proposed to begin after completion of the demolition activities, and in conjunction with the augercast/sheet piling walls.

Photographs:

The photographs for the week of 22-24 NOV 04 are attached.



PHOTO 1 (22 NOV 04): TYPICAL ROAD CLOSURE SIGNS POSTED ON ROADWAYS APPROACHING THE SITE.



PHOTO 2 (22 NOV 04): LOOKING NORTHWEST AT SOMERS MOBIL BUILDING DEMOLITION ACTIVITIES.



PHOTO 3 (22 NOV 04): SEGREGATION OF CONCRETE AND STRUCTURAL STEEL FOR SALVAGE FROM THE SOMERS MOBIL BUILDING DEMOLITION.



PHOTO 4 (22 NOV 04): LOADING SOMERS MOBIL BUILDING DEMOLITION MATERIAL INTENDED FOR DISPOSAL.



PHOTO 5 (22 NOV 04): LOOKING NORTHWEST AT NATURAL GAS LINE CUT POINT, WHICH IS TOO FAR TO THE SOUTH AND WILL INTERFERE WITH THE SHEET PILING INSTALLATION.



PHOTO 6 (23 NOV 04): RANDY ROTHE (MDEQ) TALKING WITH ONE OF THE INDIVIDUALS WHO JUMPED THE SECURITY FENCE.



PHOTO 7 (23 NOV 04): DELTA ENVIRONMENTAL ACCESS TO THE TREATMENT BUILDING TO REMOVE EQUIPMENT.



PHOTO 8 (24 NOV 04): VIEW OF THE DRINKING WATER WELL AT THE SOMERS MOBIL BUILDING AFTER BUILDING DEMOLITION ACTIVITIES WERE COMPLETED.



PHOTO 9 (24 NOV 04): LOOKING NORTHWEST AT TEMPORARY POWER POLE INSTALLATION FOR ELECTRIC SERVICE AT THE NORTHERN ADJACENT PHARMACY PROPERTY.



PHOTO 10 (24 NOV 04): LOOKING SOUTHEAST AT SECURITY FENCING PLACEMENT FOR THE UPCOMING BREAK IN WORK ACTIVITIES (THANKSGIVING WEEKEND).



PHOTO 11 (24 NOV 04): LOOKING NORTH AT THE STORAGE DRUM CONTAINING HYDRAULIC OIL REMOVED FROM THE HYDRAULIC LIFT IN THE SOMERS MOBIL BUILDING.

ATTACHMENT C
CERTIFICATION OF A MICHIGAN BASED BUSINESS



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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

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

(Check all that apply):

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

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

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

Bidder shall also indicate one of the following:

- ☒ Bidder qualifies as a Michigan business (provide zip code: 49735)
- ☐ Bidder does not qualify as a Michigan business (provide name of State: _____).
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)



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State Facilities Administration
Design & Construction Division

Bidder: Sagasser & Associates, Inc.

Kevin D. Sagasser, President

Authorized Agent Name (print or type)

A handwritten signature in black ink, appearing to read 'K. Sagasser', is written over a horizontal line.

December 9, 2022

Authorized Agent Signature & Date

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

ATTACHMENT D
RESPONSIBILITY CERTIFICATION



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

Responsibility Certification

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

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



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

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

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

Bidder: Sagasser & Associates, Inc.

Kevin D. Sagasser, President

Authorized Agent Name (print or type)

A handwritten signature in black ink, appearing to read 'KS', is written over a horizontal line.

December 9, 2022

Authorized Agent Signature & Date

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

ATTACHMENT E
ACKNOWLEDGMENT OF ADDENDUMS



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

ACKNOWLEDGMENT OF ADDENDUMS

PSC acknowledges receipt of Addenda: No. 1 dated: 06 DEC 22,

No. 2 dated: 21 DEC 22 No. dated:

ATTACHMENT F

SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2022

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 McNamara Insurance Agency 114 North Court P.O. Box 666 Gaylord MI 49734		CONTACT NAME: Donna Makowski PHONE (A/C, No, Ext): (989) 732-6471 E-MAIL ADDRESS: Donna@mcinsagency.com FAX (A/C, No): (989) 732-0942	
INSURED Sagasser & Associates Inc 699 S Wisconsin Ave Gaylord MI 49735-2700		INSURER(S) AFFORDING COVERAGE INSURER A: Homeowners Mutual Ins. NAIC # 26638 INSURER B: Auto Owners Ins. Company 18988 INSURER C: Scottsdale Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL228106233**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4200823600	08/10/2022	08/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			9664846900	09/14/2022	09/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VES0003821	08/15/2022	08/15/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			33682353	10/21/2022	10/21/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Pollution Liability			VRS0006081	08/15/2022	08/15/2023	per claim 1,000,000 aggregate 3,000,000

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

SCOTTSDALE INSURANCE COMPANY (AM BEST A+ XI) POLICY INCLUDES BLANKET WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT. POLICY PROVIDES BLANKET ADDITIONAL INSUREDS AS REQUIRED BY WRITTEN CONTRACT. POLLUTION LIABILITY CLAIMS MADE DEDUCTIBLE \$10,000. PER CLAIM. PROFESSIONAL LIABILITY CLAIMS MADE DEDUCTIBLE \$10,000. PER CLAIM.

Reference: Indefinite Scope, Indefinite Delivery Contract #00906. 2022 Environmental Expanded Triage Services, Various Locations, Michigan.

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds.

CERTIFICATE HOLDER**CANCELLATION**

DTM&B DESIGN & CONSTRUCTION DIVISION
3111 W. ST. JOSEPH STREET

LANSING

MI 48917

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COST PROPOSAL -PART II
2023 ENVIRONMENTAL ISID [SAGASSER]

Part II - Cost Proposal

**Professional Services for Indefinite – Service, Indefinite-Delivery Contracts
Department of Technology, Management and Budget
2023 Environmental ISID
Professional Environmental Consulting Services
Various Locations, Michigan**

1.0 GENERAL

Sagasser & Associates, Inc. is pleased to present this Part II – Cost Proposal to the Department of Technology, Management & Budget (DTMB) for consideration to be selected for a 2023 Environmental - Indefinite-Service, Indefinite-Delivery (ISID) Contract. Sagasser & Associates, Inc. will complete the proposed services using a team of engineers and environmental professionals experienced in completing cost-effective, thorough environmental investigations, assessments, remedial evaluations, construction oversight and O&M.

1.1 *Proposed Service Areas*

The Sagasser & Associates, Inc. office is situated in Gaylord, which is centrally located in the northern portion of the Lower Peninsula of Michigan. We strive to provide cost-effective, quality environmental consulting services. Inherently, the costs for completing proposed environmental assessment and remedial design activities at Sites increases with the distances traveled. As such, we are seeking approval for ISID projects for the following EGLE Districts: Gaylord Field Office (Northern Lower Peninsula), Bay City District Office (Saginaw Bay Area), Cadillac District Office (Western Lower Peninsula) and the Upper Peninsula District (East and West Sides), that encompass the following areas:

- ☒ Western Upper Peninsula (west of Marquette)
- ☒ Eastern Upper Peninsula (east of Marquette)
- ☒ Northern Lower Peninsula (north of Grayling)
- ☒ Saginaw Bay area (east of 127, north of I-69 and M 57, south of Grayling)
- ☒ Western Lower Peninsula (west of 127, north of Muskegon, south of Grayling)

As the distances to the remaining EGLE Districts are furthest from our northern Michigan Office, it is expected that other prospective consulting firms would more cost-effectively serve those district areas. Nevertheless, if the selection criteria for consideration of a Contract for the 2023 Environmental ISID are biased toward full coverage for the State, Sagasser & Associates, Inc. will gladly provide our services to the other District areas.

1.2 *Proposed Key Personnel*

As noted in Part I – Technical Proposal, Sagasser & Associates, Inc. makes the commitment to utilize the following engineers and key personnel for the duration of the project:

Kevin D. Sagasser, P.E., - President/Sr. Project Engineer [35 Years Consulting Experience (P4)]
Scot R. Eggleston, - Sr. Environmental Scientist [26 Years Consulting Experience (P4)]
Robert W. Hansen, - Environmental Scientist [4 Years Consulting Experience (P2)]

Credentials for our key personnel are detailed in the Personnel Profiles in Attachment A.

2.0 COST PROPOSAL

Sagasser & Associates, Inc. has substantial experience completing the services set forth for the 2023 Environmental ISID and has completed proposed budgets for many DTMB contracts, including the Discretionary, ISID, Hazardous Waste, Statewide Expanded Triage and Expanded Environmental ISID. Pursuant to the requirements of the RFP, Sagasser & Associates, Inc. has provided proposed billing rates for Key Personnel according to Form II-2-A of the RFP [Position, Classification and Employee Billing Rate Information].

It is understood that actual budgets for project Site(s) will need to be prepared that will cover the anticipated time to be expended and materials required to complete the requested work. As part of the budget preparation activities, competitive bids (minimum 3) for subcontractors (e.g., drilling firm) will be obtained pursuant to the requirements set forth in the RFP.

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION 2023 ENVIRONMENTAL ISID

Professional's Name

Sagasser & Associates, Inc.

Yearly Percentage Billing Rate Increase

1%-2.5%

Level	Employee(s) Name	Position/Classification	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
4	Kevin D. Sagasser **	Principal/Sr. Project Engineer	\$108.00	\$110.00	\$112.00	\$115.00	\$118.00
4	Scot R. Egleston**	Sr. Environmental Scientist	\$87.00	\$89.00	\$91.00	\$93.00	\$95.00
2	Robert W. Hansen	Environmental Scientist	\$77.00	\$78.00	\$80.00	\$82.00	\$84.00
2	As Selected	Environmental Technician	\$65.00	\$67.00	\$68.00	\$70.00	\$71.00
2	As Selected	Draftsperson/CADD	\$52.00	\$53.00	\$54.00	\$55.00	\$56.00

*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 attached "Sample Standard Contract for Professional Services," Article II, Compensation Text.

** Key Project Personnel

3.0 CLOSING

Sagasser & Associates, Inc. sincerely appreciates the opportunity to provide our consulting services and we are dedicated to providing professional environmental consultation and personal assistance for the proposed 2023 Environmental ISID projects. Should you have any questions or comments, please do not hesitate to contact us at your convenience.

APPENDIX 3
PROFESSIONAL CERTIFICATION
FORMS
(See pages 173 - 177)

APPENDIX 4

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

<p align="center">DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2023</p>
--

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$92.50	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$101.50	

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

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

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2023

Michigan Select Cities/Counties		
	CITIES	COUNTIES
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
Out of State Select Cities/Counties		
STATE	CITIES	COUNTIES
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	

APPENDIX 5

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/2023

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.

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PRODUCER McNamara Insurance Agency 114 North Court P.O. Box 666 Gaylord MI 49734	CONTACT NAME: Donna Makowski PHONE (A/C, No, Ext): (989) 732-6471 E-MAIL ADDRESS: Donna@mcinsagency.com FAX (A/C, No): (989) 732-0942
INSURED Sagasser & Associates Inc 699 S Wisconsin Ave Gaylord MI 49735-2700	INSURER(S) AFFORDING COVERAGE INSURER A: Homeowners Mutual Ins. NAIC # 26638 INSURER B: Auto Owners Ins. Company 18988 INSURER C: Scottsdale Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL228106233**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY						
	ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	4200823600	08/10/2022	08/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	VES0003821	08/15/2022	08/15/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A		33682353	10/21/2022	10/21/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
C	Professional Liability Claims Made			VRS0006081	08/15/2022	08/15/2023	Per Claim/Aggregate 1MIL/3MIL
	Pollution Liability						Occurrence/Aggregate 1MIL/3MIL

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

SCOTTSDALE INSURANCE COMPANY (AM BEST A+ XI) POLICY INCLUDES BLANKET WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT. POLICY PROVIDES BLANKET ADDITIONAL INSUREDS AS REQUIRED BY WRITTEN CONTRACT. POLLUTION LIABILITY DEDUCTIBLE \$10,000. PER CLAIM. PROFESSIONAL LIABILITY CLAIMS MADE DEDUCTIBLE \$10,000. PER CLAIM.

Reference: Indefinite Scope, Indefinite Delivery Contract #00941. 2023 Environmental ISID Contract No. 00941, Various Locations, Michigan.

The State of Michigan, its Departments, Divisions, Agencies, Offices, Commissions, Officers, Employees, and Agents are listed as Additional Insured for General and Automobile Liability including Hired/ Non-Owned Automobile coverage. Waiver of Subrogation provided via Blanket Waiver of Subrogation Endorsement, except where waiver is prohibited by law.

CERTIFICATE HOLDER**CANCELLATION**DTM&B DESIGN & CONSTRUCTION DIVISION
3111 W. ST. JOSEPH STREET

LANSING

MI 48917

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NO FLAT CANCELLATION**DECLARATIONS****COMMERCIAL EXCESS LIABILITY POLICY**

VES0003454

Renewal of Number

**SCOTTSDALE INSURANCE COMPANY®****Policy Number**

Home Office:

Scottsdale, Arizona

Administrative Office:

18700 North Hayden Road • Scottsdale, Arizona 85255

1-800-423-7675

A STOCK COMPANY

VES0003821

ITEM I. Named Insured and Mailing Address**Agent No.:** 31752

Sagasser & Associates, Inc.
699 S. Wisconsin Ave.
Gaylord, MI 49735

ITEM II. Policy Period**From:** 08/15/2022**To:** 08/15/2023

12:01 A.M. Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide you with the insurance as stated in this policy.

ITEM III. Coverage Limits of Liability:

Excess Liability Limit \$ 2,000,000	Each Occurrence
	\$ 2,000,000	General Aggregate

Limits Inclusive Within the Aggregate:

Excess Auto Liability Limit \$ 2,000,000	Aggregate Sublimit
Excess Employers Liability Limit...	.. \$ 2,000,000	Aggregate Sublimit

ITEM IV. Total Policy Premium:

Premium \$ 5,264
TRIA \$ Rejected
N/A	.. \$ N/A
Policy Total \$ 5,264

Minimum Earned Premium: If the **Named Insured** requests cancellation of this policy, we will retain not less than the following percentage of the original premium stated in this section: 25.00%

ITEM V. Underlying Insurance and Limits of Underlying Insurance: See Schedule of Controlling Underlying Insurance**ITEM VII. Forms Applicable To This Policy:** See Form VE E 201

Michigan Premium: \$5,264.00

Fees: \$350.00

Surplus Lines Tax / Regulatory Fee: \$105.28 / \$26.32

This insurance has been placed with an insurer that is not licensed by the State of Michigan. In case of insolvency, payment of claims may not be guaranteed.

THIS DECLARATION, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S), AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Number: VES0003821
 Effective Date: 08/15/2022
 Expiration Date: 08/15/2023

VIRTUE RISK PARTNERS
VIRTUE EXCESS
SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under VIRTUE EXCESS form number VE P 0612 (8/14).

UNDERLYING INSURANCE		UNDERLYING INSURER	Policy #
CGL:		Scottsdale	VRS0006081
Each Occurrence	\$1,000,000		
General Aggregate Limit	\$3,000,000		
Effective Date:	08/15/22		
Expiration Date:	08/15/23		
CPL:		Scottsdale	VRS0006081
Each Event Limit	\$1,000,000		
Aggregate Limit	\$3,000,000		
Effective Date:	08/15/22		
Expiration Date:	08/15/23		
PL:		Scottsdale	VRS0006081
Each Event Limit	\$1,000,000		
Aggregate Limit	\$3,000,000		
Effective Date:	08/15/22		
Expiration Date:	08/15/23		
Commercial Auto: 1		Auto Owners	96-648469-00
Bodily Injury Limit	\$1,000,000		
Property Damage Limit	\$1,000,000		
Combined Single Limit	\$1,000,000		
Effective Date:	09/14/2021		
Expiration Date:	09/14/2022		
Employer's Liability: 1		Auto Owners	96177033682353
Each Accident Limit	\$1,000,000		
Each Employee for Disease Limit	\$1,000,000		
Aggregate Limit	\$1,000,000		
Effective Date:	10/21/2021		
Expiration Date:	10/21/2022		