



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

Global Environmental Engineering Company, LLC
2018 S. Airport Road
Traverse City, MI 49684

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

Indefinite-Scope, Indefinite-Delivery Contract No. 00934

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

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

2023 Environmental ISID Services

Various State Departments and Facilities
Various Site Locations, Michigan

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

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

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

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

Global Environmental Engineering Company LLC

Firm Name

VS0218912

SIGMA Vendor ID Number



3/10/2023

Signature

Date

President

Title

FOR THE STATE OF MICHIGAN:



April 1, 2023

Director, DTMB | SFA | Design and Construction

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 100 - ENVIRONMENTAL INVESTIGATION/STUDY SERVICES

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

PHASE 300—SCHEMATIC DESIGN

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

PHASE 400—DESIGN DEVELOPMENT

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

PHASE 500—CONSTRUCTION DOCUMENTS AND BIDDING DOCUMENTS

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

PHASE 900 – OPERATION AND MAINTENANCE SERVICES – REMEDIATION FACILITY

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

ARTICLE II COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III PAYMENTS

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

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

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

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

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

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

ARTICLE IV ACCOUNTING

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

ARTICLE V INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INDEMNIFICATION

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

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

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

ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE VIII TERMINATION

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

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

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

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

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

ARTICLE IX SUCCESSORS AND ASSIGNS

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

ARTICLE X GOVERNING LAWS

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

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

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

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

ARTICLE XI NONDISCRIMINATION

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

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

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

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

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

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

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

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

ARTICLE XII

CONTRACT CLAIMS AND DISPUTES

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

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

ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV

COMPLETE AGREEMENT / MODIFICATION

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

APPENDIX 1

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

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

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

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:

There is no Pre-Proposal Meeting required.

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

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

PROJECT DESCRIPTION/SERVICES REQUESTED

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

Please NOTE:

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

proposal response has been uploaded.

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

NIGP CODES

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

DESIRED SCHEDULE OF WORK

Dependent on the assigned project

ACCEPTING RFP QUESTIONS UNTIL:

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

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

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



MINOR STATE CAPITAL OUTLAY PROJECTS

**REQUEST FOR PROPOSALS
FROM
PROFESSIONAL SERVICE CONTRACTORS**

(Authority PA 431 of 1984)

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

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

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

ISSUING OFFICE

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



Minor State Capital Outlay Projects REQUEST FOR PROPOSALS

Part I - Technical Proposal

Part II – Cost Proposal

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

SECTION I GENERAL INFORMATION

I-1 Purpose

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

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

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

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

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

Please Note:

1. FIRMS HOLDING ISID CONTRACTS ARE NOT GUARANTEED ANY ASSIGNMENTS

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

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

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

Phase—

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

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

I-2 Project/Program Statement

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

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

I-3 Issuing Office

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

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

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

I-4 Contract Award

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

The Technical Portion will include the following breakdown:

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

The Cost Portion will include the following breakdown:

Professional Billing Rates	75%
Billing Rate Increase	25%

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

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

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

I-5 Rejection of Proposals

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

I-6 Incurring Costs

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

I-7 Mandatory Pre- Proposal Meeting

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

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

I-8 Responsibilities of Professional

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

I-9 Proposals

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

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

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

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

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

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

SECTION II PROPOSAL FORMAT - PART I – TECHNICAL

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

II-1 General Information and Project Team

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

II-2 Understanding of Project and Tasks

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

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

II-3 Personnel

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

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

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

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

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

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

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

II-4 Management Summary, Work Plan, and Schedule

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

II-5 Questionnaire

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

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

II-6 References

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

SECTION III PROPOSAL FORMAT - PART II - COST

III-1 Instructions and Information – Billable Rate

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

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

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

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

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

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

III-2 Identification of Personnel and Estimated Compensation

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

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

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

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

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

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

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

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

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

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

B. Reimbursable Expenses – for Individual Assigned Projects

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

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

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

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

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

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

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

2023 HOURLY BILLING RATE

Based on 2022 Expenses

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

SALARIES:

Principals (Not Project
Related)
Clerical / Secretarial

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

EMPLOYEE BENEFITS:

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

INSURANCE:

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

TAXES:

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

SERVICES (PROFESSIONAL)

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

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

OFFICE FACILITIES:

Rents and Related
Expenses
Utilities
Cleaning and Repair

LOSSES:

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

FINANCIAL:

Depreciation

SUPPLIES:

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

**PRINTING AND
DUPLICATION:**

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

**SERVICES
(NONPROFESSIONAL):**

Telephone and Telegram
Messenger Services

TRAVEL:

All Project – Related
Travel*

MISCELLANEOUS:

Professional Organization
Dues for Principals and
Employees
Licensing Fees

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

Firm Name

XYZ, Inc.

Yearly Hourly Billing Rate Increase

≈2%

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

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

** Key Project Personnel

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

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

II-2C. Authorized Reimbursables -- Sub-consultants, Testing and Expenses***Firm's Mark-Up Percentage: _____**

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

III-2D. Total, Summarized by Phase

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



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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

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

(Check all that apply):

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

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

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

Bidder shall also indicate one of the following:

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



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

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

Responsibility Certification

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

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



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
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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

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

Proposal for Professional Environmental Consulting Services
2023 Indefinite Scope Indefinite Delivery (ISID) Contract
Various Locations, Michigan

January 12, 2023

PREPARED FOR:

Indumathy Jayamani, DCD Project Director
Department of Technology, Management & Budget
3111 W. St. Joseph Street
Lansing, MI 48917

PREPARED BY:

Global Environmental Engineering Company LLC
2018 South Airport Road W.
Traverse City, MI 49684

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PART I - TECHNICAL SUBMITTALS

PROFESSIONAL QUESTIONNAIRE

DAILY FIELD ACTIVITY LOGS AND WEEKLY REPORT EXAMPLES

PART II – COST SUBMITTALS

POSITION CLASSIFICATION AND EMPLOYEE BILLING RATE

EXHIBIT A COMPANY OVERVIEW AND CAPABILITY STATEMENT

EXHIBIT B PROJECT EXPERIENCE / PROJECT PROFILES

EXHIBIT C ORGANIZATIONAL CHARTS

EXHIBIT D RESUMES OF KEY PERSONNEL

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CERTIFICATION OF A MICHIGAN BASED BUSINESS FORM

RESPONSIBILITY CERTIFICATION

CERTIFICATE OF INSURANCE

1.0 GENERAL INFORMATION AND PROJECT TEAM

Global Environmental Engineering Company LLC (Global) is pleased to present this proposal to the Michigan Department of Technology, Management, and Budget (DTMB) to provide professional environmental consulting services for the 2023 Environmental Professional Services Contractors, Indefinite-Service, Indefinite-Delivery, Not-to-Exceed Fee, Billable-Rate Contract. (2023 Environmental ISID).

General Company Information includes:

- Office Locations:

Global Environmental Engineering
10312 North Holly Road
Holly, Michigan 48442

Global Environmental Engineering
2018 South Airport Road W.
Traverse City, Michigan 49684

- Website: www.globaleei.com
- Federal Tax ID number: 86-3658935
- Sigma Vendor ID: VS0218912
- Michigan Limited Liability Company (LLC), licensed and insured to operate and practice in the State of Michigan
- SBA Certified Woman Owned Small Business

Company Background:

Global has been dedicated to the cleanup and restoration of environmentally sensitive sites in the State of Michigan since 1992 and operates as a multi-discipline firm with offices in Holly and Traverse City, Michigan. We employ uniquely qualified professionals, many with over twenty years of environmental experience. Global is wholly owned and staffed by Michigan residents with a stake in the environmental quality and financial stability of the State. Global continues to pursue innovative, cost-effective technologies to improve the environmental quality of the State of Michigan to effectively serve our public and private client base.

Global operates in two (2) capacities: Global Environmental Engineering and Global Treatment Solutions. The environmental consulting division conducts environmental assessments, remedial investigations, monitoring, remedial design, reporting, and other typical consulting related tasks. Global Treatment Solutions offers temporary and permanent remediation system construction, installation and field services, including operation and maintenance (O&M) and carbon changeout services. This structure facilitates the ability for environmental consulting to deploy remedial solutions in-house in a streamlined, responsive manner and provides our project managers with unrivaled insight into treatment system costs thereby allowing us to remediate sites previously deemed cost-prohibitive.

Global has a demonstrated record of completing large and small projects with exceptional quality and attention to detail, and with a strict adherence to maintaining a low overhead burden, Global can complete projects at lower costs than many larger competitors. We have extensive experience in conducting environmental site assessments, investigations, feasibility studies design, construction oversight and operation, wastewater treatment and maintenance (O&M) of remedial systems.

The 2023 ISID will be managed by Jill A. Auger, P.E. Her contact information is as follows:

Jill A. Auger, P.E. Project Director
Global Environmental Engineering
2018 W. South Airport Road
Traverse City, Michigan 49684
Office (231) 264-3000 | Mobile (231) 218-6405
jauger@globaleei.com

A Company Overview and Capability Statement is included as **Exhibit A**.

2.0 UNDERSTANDING OF PROJECTS AND TASKS

Global understands the work to be conducted pursuant to the 2023 Environmental ISID includes professional services at various State and/or federally funded cleanup sites in Michigan. Global will be required to conduct appropriate screenings, investigations, remedial activities, and/or corrective action activities at contaminated and/or hazardous waste sites. The goal of this work is to abate human health or environmental risks and/or bring an assigned site to acceptable closure in accordance with Part 201 or Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA) Public Act 451 of 1994, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and/or other relevant State and federal statutes and requirements. Global understands project work shall adhere to State and Federal statutes, procedures, guidance, and administrative rules while providing service or entering contracts with sub-consultants/sub-contractors.

Global is well-suited to effectively perform tasks outlined in the 2023 ISID Project due to extensive experience conducting work on behalf of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and other State of Michigan entities. Global's project team has consistently demonstrated its capability and capacity to effectively execute assigned tasks, specifically on EGLE projects, which require rigorous adherence to protocol and comprehensive communication. Global project team members have built strong working relationships with many EGLE project managers on previous projects.

Project Planning and Communication:

Projects are handled in a collaborative manner. Prior to developing a work plan or scope of work, the project tasks are outlined and discussed internally, and then with the client Project Manager. Expectations are discussed, and any anticipated or potential problems are addressed early in the planning process to minimize future conflicts. Throughout the project duration, Global personnel will utilize project scheduling strategies, checklist procedures, and fieldwork debrief meetings to manage advancement of work. Work at each site is subject to regular review to ensure the project is progressing successfully; this information will be utilized to inform client communication.

Global's Project Director will communicate with the client at regular intervals in a manner responsive to the project conditions and requirements. In general, client communication will include, but is not limited to, project setup, scheduling, preliminary fieldwork results, laboratory reports, and report preparation progress. During this communication, the Project Director will be available for comments, feedback, or questions from the client. If DTMB has a complaint at any time during a project, the Project Director will work with the DTMB and Global personnel to resolve the problem so as not to affect the outcome of the project.

Project Accounting:

Global utilizes cloud-based accounting software (i.e., Intuit QuickBooks or equivalent) to manage project finances and generate invoices depicting costs incurred on a time and materials basis. Employees bill their time to projects, and Global's project managers designate eligible expenses to projects. On a monthly basis, time and materials invoices are generated for each project. For labor, the date, employee, description, hours worked, hourly rate, and total amount are included. For eligible expenses, a line item with description is included, and documentation (i.e., receipt, invoice, etc.) will be attached to the invoice. Invoices are categorized as required by DTMB for submittal. Historically, Global has utilized two categories for invoicing: labor and reimbursables.

Experience:

Global has thirty (30) years of experience with governmental and institutional clients. Global has conducted or implemented a multitude of remedial investigations, remedial actions, and site closures. The following is a list of Global's governmental and institutional clients, and a description of projects conducted for clients under various contracts or agreements. Global's extensive experience, positive and successful outcomes, and the continual award of new, similar projects qualify our firm for the 2023 ISID Environmental Contract. We have demonstrated, through our experience, that work conducted on behalf of the State is the best value for the State.

Governmental and Institutional Clients include:

- United States Coast Guard (USCG),
- United States Geological Survey Division (USGS),
- State of Michigan (Michigan Department of Environment, Great Lakes, and Energy - EGLE, Michigan Department of Technology, Management, and Budget - DTMB and Michigan Department of Natural Resources - MDNR),
- Michigan State Housing Development Authority (MSHDA),
- Genesee County Land Bank Authority,
- Genesee County Road Commission (GCRC),
- Ingham County Land Bank Authority,
- Leelanau County Land Bank Authority,

- Mass Transit Authority (MTA),
- Mundy Township,
- Elk Rapids Township,
- City of Traverse City,
- City of Cadillac,
- City of Flushing,
- City of Swartz Creek,
- City of Clio,
- Village of Vernon,
- Village of Otisville,
- Ann Arbor Downtown Development Corporation, and
- Lake City Schools

Global has been awarded Professional Services Contractor (PSC) contracts on thirty-six (36) State funded sites throughout Michigan. Projects vary in complexity and scope, including remediation system design/installation to routine sampling and groundwater sampling and reporting of monitoring wells at both Part 201 and 213 sites. Additionally, Global has constructed several remediation systems as a Trade Contractor (TC) and has been on the approved list for contracts for three (3) of the EGLE discretionary fund contracts (ISID).

Global has conducted numerous investigations for the State through various funding mechanisms and programs:

Indefinite-Service, Indefinite Delivery (ISID), 2019 to Present

- Torch River Bridge BAS – Copeland Acquisition, Rapid City, MI (MDNR), Due Diligence, Notice of Migration, Asbestos Assessment and Abatement, and Documentation of Due Care Compliance

Indefinite-Service, Indefinite Delivery (ISID), 2015 to Present

Global conducted similar project to those listed above for EGLE, formerly MDEQ, such as:

- City of Flint Water Department Service Center, Flint, MI (Lansing District Office), Final Assessment Investigation
- 413 Hall Street, Grand Rapids, MI (Grand Rapids District Office), Soil Gas and Indoor Air Sampling

Expanded Indefinite-Service, Indefinite Delivery (ISID), 2013 to 2017

Global conducted similar project to those listed above for EGLE, formerly MDEQ, such as:

- Chucks Corners Inc., Marion, MI (Cadillac District Office), Remedial Investigation and Feasibility Study
- Former LG&D Garage, Greenbush, MI (Gaylord Field Office), Remedial Investigation, Construction, Construction Summary / Final Assessment Report
- Rex Oil and Gas, Cheboygan, MI (Gaylord Field Office), Remedial Investigation

Indefinite-Service, Indefinite Delivery (ISID), 2011 to 2018

Global conducted similar project to those listed above for EGLE, formerly MDEQ, such as:

- Clark #1481, Wyoming, MI (Grand Rapids District Office), soil and groundwater investigation
- Morley General Store, Morley, MI (Grand Rapids District Office), soil and groundwater investigation
- Williams Auto, Lewiston, MI, (Gaylord Field Office), well abandonment
- Torch Pit Stop, Torch River, MI, (Gaylord Field Office), well abandonment
- Vapor Intrusion Sampling, eight (8) sites, (Grand Rapids District Office)
- JJ's General Store; Charlevoix, MI, (Gaylord Field Office), quarterly groundwater and vapor sampling
- Dutch Hutch; McBain MI, (Cadillac District Office), quarterly groundwater sampling and perform hydrogen peroxide pilot test
- 413 Hall Street, Grand Rapids, MI, (Grand Rapids District Office), Groundwater/Soil investigation, large scale/time sensitive vertical aquifer profiling event, monitoring well installation, and groundwater monitoring

Hazardous Waste Contract 2008 to 2013

Global conducted similar project to those listed above for EGLE, formerly MDEQ, such as:

- Torch Pit Stop, Torch River, MI. (Gaylord Field Office), quarterly sampling of monitoring wells and reporting
- Hostettler's Office Supply, Cheboygan, MI (Gaylord Field Office), source area removal, underground storage tank (UST) removal, Verification of Soil Remediation (VSR) sampling,

monitoring well installation, quarterly sampling and reporting, and well abandonment

- Chapin General Store, Chapin, MI (Saginaw Bay District), light nonaqueous phase liquid (NAPL) recovery and O&M at the site

Other State of Michigan Projects funded under other funding mechanisms

Global conducted similar project to those listed above for EGLE, formerly MDEQ, such as:

- Davis Country Corners, Kalkaska, MI (Cadillac District), quarterly groundwater sampling and reporting.
- Carl's Retreading, Grawn, MI (Cadillac District), groundwater investigation, monitoring well installation, Geoprobe sampling and quarterly monitoring well sampling.
- Former Pick Up Capitol, Central Lake, MI (Gaylord Field Office), quarterly monitoring well sampling and reporting.
- Sommers Mobil, Lincoln, MI (Gaylord Field Office), quarterly monitoring well sampling and reporting.

Private Client Project Experience

Superfund Site, Manufacturing facility, Oscoda, Michigan

Global was retained in 1993 by a private client to conduct operation and maintenance of a groundwater treatment system and regulatory reporting for a Superfund Site located in Oscoda, Michigan.

The Site consists of a dissolved phase groundwater plume extending from a manufacturing facility. Wastewater containing chlorinated solvents, namely trichloroethylene (TCE), was discharged onto the ground surface. Contamination migrated to the aquifer and impacted several residential wells. The Township of Oscoda extended municipal water utilities to the area. The United States Environmental Protection Agency (USEPA) directed the implementation of a remedy for the facility by way of a Record of Decision (ROD). The ROD requires the operation of a pump and treat remedial system until applicable groundwater cleanup criteria are met. The ROD was later amended through an Explanation of Significant Differences (ESD) to include a remedial enhancement measure and institutional controls. Two (2) remedial systems currently operate a groundwater pump and treat and the remedial enhancement measure, a proprietary combined in-well air sparging, soil vapor extraction, and groundwater recirculation system. Global conducts operation and maintenance for both systems.

From approximately 2009 through 2012, Global worked extensively with the community, local government, health department, EGLE, and USEPA to enact institutional controls protective of human health. The institutional controls at the site took the form of a Local Ordinance restricting groundwater use in the affected area. Global conducted groundwater well surveys, abandoned existing private wells, and acted as a proxy to the community and government on behalf of the Client. The Local Ordinance for the Hedblum Industries site was the 29th passed in the State and was considered incredibly successful due

to the collaboration of multiple units of government facilitated by Global. This collaboration and intensive community involvement led to Global having an excellent rapport in the community.

In 2017, as part of requirements for a surface water discharge permit, Global sampled the influent, intermediate, the effluent, and an upgradient monitoring well for per- and polyfluoroalkyl substances (PFAS). PFAS were determined not to be a concern at this site.

In 2021, Global was promoted to the lead local consultant for this project. Efforts have focused on increasing the efficacy of the existing remedies and the characterization of the volatilization to indoor air pathway (VIAP). A robust onsite and downgradient investigation, including the installation and sampling of Vapor Pins™, installation of fifteen (15) additional nested soil gas sample points, and indoor air sampling is ongoing on an approximately quarterly basis to account for seasonality to address VIAP. Global conducts all sampling events and provides the client and legal team with technical review and Quality Assurance/Quality Control (QA/QC) of provided laboratory data. The project team continues to participate in data evaluation to determine risks to occupants of the subject residential and nonresidential structures.

Global has prepared and revised several Work Plans for Agency review to characterize relevant pathways and resolve existing data gaps in site characterization. Work Plans include additional characterization for groundwater and soil gas. Additionally, the Quality Assurance Project Plan (QAPP) has been updated to capture changes in scope and sampling methodologies. The updated QAPP confirms the collection and generation of defensible data, which facilitates the revision of the Conceptual Site Model (CSM), as necessary, and ensures Data Quality Objectives (DQOs) are met.

Ongoing Responsibilities include bi-weekly site visits to inspect equipment, record significant treatment system data, and collect samples; sample groundwater monitoring wells and conduct hydraulic monitoring on a quarterly basis; sampling soil gas samples points quarterly, analyze quarterly monitoring data and submit quarterly reports to EGLE and USEPA, participate in discussions regarding State and federal requirements; and other activities to keep the site in compliance.

Investigation and Closure at Leaking Underground Storage Tank Site, Davison, Michigan

Global was retained by a private client (potentially responsible party) to conduct an investigation and regulatory reporting for Heidi's Market, Schwerin Ltd. in Davison, Michigan as a result of a Leaking Underground Storage Tank.

Global evaluated the conditions at the site with regard to risk-based corrective action (RBCA) criteria. Due to the fact that the source of the impact (the former 6,000-gallon unleaded gasoline UST) had been identified and properly closed in place, all primary sources were eliminated. The remaining sources for contaminants were the impacted groundwater within the UST excavation, as well as, the contaminants adsorbed to the soil particles within the saturated water-bearing zone.

Groundwater impacted from the release of unleaded gasoline from the closed 6,000-gallon UST was identified and defined. The dissolved groundwater plume exists beneath a large portion of the northern section of the project site. Contaminants of concern (COCs) at the site include BTEX compounds (benzene, toluene, ethylbenzene, and xylene) and trimethylbenzene isomers.

Additional investigations were conducted to further characterize the existing contamination, as well as, the non-aqueous phase liquid (NAPL) body. Work conducted on-site as part of the additional investigations consisted of the following general tasks: Ground Penetrating Radar (GPR) to determine the location of public and private underground piping and utilities on-site; saturated and unsaturated zone sampling, groundwater sampling, evaluating the drinking water exposure pathway, conducting a vapor intrusion assessment, catch basin sampling and utility backfill sampling.

Global completed four rounds of seasonal indoor air and catch basin sampling, as well as conducting semiannual sampling. A Final Assessment Report is being prepared which will include a conceptual site model and remedial alternatives. Once the remedial activities are chosen and completed, site closure will be sought.

Investigation, Feasibility Study and Closure at Leaking Underground Storage Tank Site, Lansing, Michigan
Global was retained by a private client (potentially responsible party) to conduct an investigation, feasibility study and prepare a closure report for a distribution center in an industrialized area as a result of a Leaking Underground Storage Tank.

Over the past several years, Global has conducted investigations, remediation efforts and regulatory reports and negotiations. Two separate releases occurred at the site. An investigation indicated that soil and groundwater contamination existed at the site. Remedial activities were conducted at this site included the installation and operation of a Pump and Treat System utilizing an air stripper for groundwater treatment. Subsequent to treatment, results of sampling indicated that groundwater contamination exceeding the Residential Drinking Water Criteria (RDWC) still existed.

In 2017, additional investigations were conducted to further characterize the site, evaluate the exposure pathways and determine the light non-aqueous phase liquid (NAPL) body and included Ground Penetrating Radar (GPR) for the purposes of closing the site. Additional investigations including further definition and characterization of the vertical and horizontal extent of soil contamination, install LNAPL and sentinel wells, and sample the utility backfill. Quarterly sampling was conducted on the monitoring wells and catch basins. Site specific VIAP criteria were also requested from EGLE.

Global is currently in the process of evaluating the data and exposure pathways and preparing a Conceptual Site Model (CSM). Once complete, Global will prepare a Final Assessment Report (FAR) with a draft Restrictive Covenant (RC) for submittal to EGLE.

Global is well suited to effectively perform tasks outlined in the 2023 Environmental ISID project due to our extensive experience on similar type projects.

Additional Project Experience / Project Profiles included as **Exhibit B**.

3.0 PERSONNEL

The project team responsible for implementing the 2023 ISID Project Work will consist of key employees, all of whom have extensive experience with a variety of environmental projects. The project team selected to work on the specific sites were based on each employee's expertise and availability. Key personnel are listed below:

Project Director

Jill Auger, P.E., Traverse City, MI Office

B.S. Michigan State University Civil Engineering with an Option in Environmental Engineering
(28 years of experience)

Senior Project Manager

Trevor Painter, P.E. Traverse City, MI Office

B.S. Michigan State University Environmental Engineering
(9 years of experience)

QA/QC Manager

Robert Hikade, Holly, MI Office

B.S. Oakland University, Environmental Science/Sustainability and Resources Management
(9 years of experience)

Senior Project Manager

Alexander Fancy, Holly, MI Office

B.A. Albion College, Geology
(10 years of experience)

Project Supervisor

Chris Livingston, Holly, MI Office

(5 years of experience)

Staff Technician

Drew Zeigler, Holly, MI Office

(1 year of experience)

Company-wide and project specific Organizational Charts are included as **Exhibit C**. Copies of Global resumes for key employees proposed to work on 2023 ISID project are included as **Exhibit D**.

Global employees attend regularly scheduled training courses to maintain qualifications and to keep certifications current, including updates on regulatory changes, new sampling techniques, and other information pertinent to the environmental/engineering industry. Additionally, Global complies with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), State agencies (MIOSHA, MDEQ, and MDCH), and other local regulations and standards. Global staff currently maintains the following professional certifications:

- Professional Engineers;
- Environmental Professionals as defined by AAI;
- Certified Industrial & Construction Site Storm Water Operators;
- Certified Wastewater Treatment Plant Operators;
- 40-hour OSHA HAZWOPER with current 8-hour Updates;
- Confined Space Entrant/Attendant/Supervisor Training;
- OSHA 10
- OSHA 30

4.0 MANAGEMENT SUMMARY, WORK PLAN AND SCHEDULE

For the 2023 ISID Project, the Project Director, Jill Auger, P.E., will handle all management aspects of the projects and the contract. All communications with the DTMB will be handled through Ms. Auger. Since work on the 2023 ISID may involve multiple sites, work on individual sites will be delegated to Global Project Managers based on experience and availability.

For each site that is part of the ISID Project, the selected Project Manager will conduct the job, including all professional tasks, events and deliverables, according to the Statement of Work and site-specific Work Plan completed for each site. For the 2023 ISID Project, the Scope of Work contains a broad range of projects. Once each site's requirements are specified to Global by the EGLE, the Project Director along with the Project Manager will review the EGLE files and prepare a Work Plan outlining the type of work to be completed which will include methodology.

The Project Manager will work closely with Ms. Auger regarding the project status. Ms. Auger will communicate with the client at regular intervals depending on the project. Project setup, scheduling, preliminary fieldwork results, laboratory report results; report preparation progress, etc. are all communicated to the client. Regular updates for all sites are conducted and specified. Global uses checklists and project scheduling to manage the scheduling of the projects and work at each site goes through regular reviews to ensure that we are on course to complete each site within the expected time frame. During these communications, the Project Director, Ms. Auger, will be available for any comments/complaints from the client. If DTMB has a complaint at any time during a project, Ms. Auger will work with the DTMB and Global personnel to quickly resolve the problem so as not to affect the outcome of the project.

5.0 REFERENCES

Global has more than thirty (30) years of experience with governmental, institutional, and private-sector clients. Our experience conducting project work on behalf of governmental and institutional clients is outlined in **Section 2.0**. Individual client references and descriptions of three (3) projects in the last five (5) years related to each of the project types and professional services requested in the 2023 Environmental Questionnaire are included as Project Experience / Project Profiles **Exhibit B**.

The project types and professional services which Global is exceptionally qualified and experienced are as follows:

- Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- Environmental/ Roto Sonic Drilling / Well Abandonment
- Ground Penetrating Radar (GPR) / Laser-Induced Fluorescence (LIF) Field Screening
- Per- & Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation
- Phase I / Phase II / Baseline Environmental Assessments
- Remediation Systems Design / Construction Oversight / O&M / Decommissioning
- Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition / Soil Excavation / Closure
- Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

6.0 FORMS

A Certification of a Michigan Based Business and a Responsibility Certification form are included as **Exhibit E**. A copy of Global's Certificate of Insurance (COI) is also included as **Exhibit E**.

PART I- TECHNICAL SUBMITTALS

- I. Environmental Questionnaire
- II. Daily Field Activity Logs & Weekly Report Examples





**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: Global Environmental Engineering Company LLC

Address: 10312 N. Holly Road, Holly MI 48442

Telephone and Fax: 810-238-9190

Website: www.globaleei.com E-Mail: info@globaleei.com

SIGMA Vendor ID: VS0218912

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: Traverse City Office: 2018 South Airport Road W, Traverse City, MI 49684

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)? Traverse City Office: 2018 South Airport Road W, Traverse City, MI 49684

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include person's name, title, address, email and phone number. Jill Auger, PE, Senior Project Manager, 2018 South Airport Road W, Traverse City, MI 49684, 231-264-3000, jauger@globaleei.com

2. Check the appropriate status:

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

Explain: Global Environmental Engineering Company LLC is a single-member LLC wholly owned and operated by Alaina Korreck Zeigler.

Include a brief history of the Professional's firm: Global Environmental Engineering was founded in 1992 in Traverse City, MI as an environmental consulting firm. After several years of growth and successful projects, Global acquired a competing firm in Flint, MI and

established a presence in the Southeast portion of the State. In 2014 Global was selected as the water-treatment specialist for the remediation of submerged oil-contaminated sediment on the Kalamazoo-River and the scale of the project led to the creation of Global Treatment Solutions as a remediation equipment and contract services provider. In 2021, Global's ownership transitioned from its original founder, Bill Korreck, to his daughter, Alaina Korreck-Zeigler.

Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. See **Exhibit C – Organization Chart**

3. 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
4. Provide a four year rate schedule per position. See **Part II – Cost Submittals, Position Classification and Employee Billing Rate.**

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 Service

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: See **Section 2.0** and **Exhibit B Project Experience/Project Profiles**.

ARTICLE 5: CAPACITY AND QUALITY

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

Global's 30-year reputation as a quality environmental engineering firm relies on the accuracy of the work we perform and the conduct of our personnel. The practices we use to collect samples, gather information, interpret data and report data are continually reviewed for improvement to ensure we are providing the best product possible. Global maintains Standard Operating Procedures (SOPs) and Quality Control/Quality Assurance (QA/QC) for all aspects of fieldwork, data management and reporting. Where applicable, fieldwork is conducted in accordance with current ASTM, EGLE and EPA guidelines. Data collection and analyses are conducted under applicable and required standards. Reports generated are written in compliance with the corresponding regulation for the specific type of report generated. Global maintains a Corporate QA/QC Plan and Standard Operating Procedures which are provided to employees and discussed during on-the-job training and reviewed prior to each field event. For all projects, Global appoints a Project QA/QC Director. This person is not responsible for day-to-day managing of the project, in order to maintain objectivity, but is of Project Manager status or higher. This person's role is to review all project related documents for completeness, accuracy, and technical rigor prior to publication. The QA/QC Director also develops documents such as Sampling and Analysis Plan and Health and Safety Plan (HASP), for the project to meet overall quality objectives and monitors compliance with QA/QC documents throughout all phases of the project. Enforcement of Global's QA/QC Plan and Standard Operating Procedures is conducted by our QA/QC Director, as well as, the Project Managers for the specific projects. Interpretation of data, QA/QC of relevant environmental data and report contents are reviewed on all projects by the QA/QC Project Manager. The Project Manager and Company President will handle any concerns regarding an employee's conduct on a project immediately. Any enforcement actions will then be handled by the employee's supervisor and dealt with accordingly, i.e. additional training, future project placement, demotion, dismissal, etc.

- 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.

Global will be part of the project team with the DTMB and the State Project Manager. Contracts, bid documents, modification and invoicing will be conducted through the DTMB, as well as any other issues pertaining to the contract. Site specific issues will be handled with the State Agency Project Manager. Global will act as an extension of the DTMB/State Agency team to provide the highest quality, most cost effective service in a timely manner. Global will require the same level of service from any of its subcontractors.

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

If a bidder proposes a substitution of a specified material during bidding, Global would require the bidder provide material documentation and request a substitution in accordance with DTMB/State Agency procedures as outlined in either Item 19 of DC SPEC (revised Nov 2018) Materials and Equipment Substitution or Article 6 of 50K Spec (revised Nov 2018) depending on the type of project. If the bidder complies with the requirements as outlined in the specifications, such as written request to the Professional not later than seven days before the due date for bids and submittal of product data to permit evaluation and comparison with specified products or materials as required in the DC SPEC, then Global will examine and evaluate the product data and if found acceptable, an addendum will be recommended to the DTMB by Global. If accepted, the addendum will be issued to each person who has received a set of shop drawings and specifications. It will also become part of the contract requirements. The bidder would be responsible for any extra work and expense incurred to satisfactorily and completely incorporate each substitute product into the Project. If the project is a 50K Spec project, then a substitute of equal qualifications may be used upon written approval of the Professional Services Contractor. All substitutions will be handled in accordance with the contract and DTMB requirements for that type of project. Any substitution request would be communicated with the State Agency / DTMB.

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

If a contractor proposes a substitution of a specified material or detail with shop drawing submittals or in construction, Global would require written explanation from the contractor as to rationale for the change and documentation that the specified material was a satisfactory equivalent of the initially proposed material. If the rationale is cost savings, then the cost saving should be passed on to the State of Michigan. If the rationale is safety or improved project quality, the substitution or shop drawing change would be evaluated, and recommendations provided to the DTMB/State Agency. A substitution or change to shop drawings will be addressed pursuant to the applicable contract documents. If allowable and the substitution is an adequate substitution and results in a cost savings to the State, Global will recommend the substitution to DTMB / State Agency. If contract documents specify all substitutions need to be presented prior to the bid submission and the substitution does not have any substantial impact on the successful completion of construction, the proposed substitution would not be approved by Global. A change to the contract may be

recommended if Global determines the substitution has a significant bearing on the completion of the project.

- 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?

At project initiation, Global will conduct a project kick-off meeting internally to determine the appropriate scheduling of project updates and communications based on the project's size, duration, and requirements. Global will prepare and submit monthly comprehensive summary reports including a narrative of the project's status, schedule, current or anticipated cost problem areas, if any, and proposed corrective measures. Global will provide more frequent project updates via email (weekly or biweekly) to the State of Michigan throughout the project. If the project requires it based on technical complexity, stakeholder involvement, or financial constraints, weekly or biweekly meetings with the State of Michigan and State Project Manager may also be conducted 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.

When estimating construction costs, Global uses past experience with similar projects as a baseline for determining reasonable cost estimation. The experience level of our personnel allows us to achieve high levels of accuracy at with initial project cost expectations and our project managers stay in constant communication with one another to compare product, consumable, and subcontractor pricing to identify variances or cost increases quickly. Global's SOP for estimating is to receive at least three (3) quotes for each subcontracted task in order to maintain competitive pricing and is experienced in validating and leveraging low quotes in the marketplace to garner the most cost effective option to pass savings on to the client. Our purchasing and accounting department reviews estimates and proposals prior to publication to clients for accuracy. After project initiation and ultimate completion, project costs are reconciled against the initial budget to determine any unexpected variations in costs discrepancies are communicated to the project team and other project managers so all cost information remains current and future construction costs are estimated with the highest degree of accuracy possible.

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

As described in section 5.9, completed projects are reconciled against their set budgets to determine any inaccurately budgeted costs and these cost discrepancies and communicated to all project managers. Future projects are proposed with the most current costs on hand and at least three (3) quotes from each subcontractor or supplier. Global evaluates project manager performance based on the quantitative ability to complete projects within the predetermined budget thereby incentivizing proper job costing prior to project initiation and minimizing construction cost over-runs.

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

The percentage of construction cost devoted to construction administration would vary depending on the scope of the project but based on the project types common to the State of Michigan ISID Global estimates 10% of the costs would be allocated to administration. For any work awarded under this ISID contract, Global will provide a formalized break down of the expected amount of hours and costs dedicated to construction administration.

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

For any work awarded under this ISID contract, Global will provide a formalized break down of the expected amount of hours and costs dedicated to sub-consultants, if any. As an estimate, Global predicts that 80-90% of the work would be completed by in-house staff and key project personnel, and 10-20% may be performed by sub-consultants/sub-contractors.

- 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.)

Global's response time would be 10 Business Days. Factors that may impact project initiation include reports required prior to site work including Site Specific Health and Safety Plans, Work Plans, QAAP, and the availability of required vendors including MISSDIG (requiring 72 hours to stake utilities if underground work is necessitated).

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

Global has long-established relationships with many construction contractors throughout the State of Michigan that we rely on to meet project objectives. Our minimum requirements for new subcontractor relationships are that the business be licensed and insured, able to provide at least three (3) references for previously completed similar projects, and when required, can provide a payment and or performance bond for the work they are completing. We convey to all bidders that we maintain a "time is of the essence" philosophy on all bid and contract documents and will eliminate them from consideration if communication is not returned within 3 (three) business days without prior notice. For the ISID contract, Global will utilize the instructions provided in the DTMB Best Value Construction Bidder Evaluation form. The bidders will be evaluated using the evaluation checklist. As described in the instructions, Global reviews the bid sheets and the associated forms provided for the three lowest bidders. The bid sheets are reviewed for completeness and for mathematical errors. Global will contact the bidder if any errors or irregularities are observed and discuss them with the bidder. The results of the discussion would be provided to the State Project Manager. Global will also contact the references provided by the low bidder. The comments provided by the references will also be shared with the State Project Manager.

- 5.15 Describe your experience with similar ISID contracts.

Global has successfully performed work for the State of Michigan under many different contracting programs. Global provided engineering services as a PSC under the Project

Management Program for several different of the State's Project Management firms. Global has been a Trade Contractor on three DTMB/DEQ projects as well as, provide soil and groundwater sampling as well as engineering services under small project contract mechanisms. Additionally, Global has three previous ISID- Discretionary Contracts with thirteen (13) projects awarded under these contracts. Global has also provided support to EGLE, formerly MDEQ, under the Hazardous Waste Contract program on three different sites. The support has ranged from quarterly groundwater sampling of a Leaking Underground Storage Tank (LUST) site, removal of source area material with follow up verification soil sampling and ongoing groundwater monitoring. Global has an existing project under the 2015 ISID contract program. Under the 2019 Environmental ISID, Global conducted work on behalf of the Michigan Department of Natural Resources (MDNR) at the Torch River Bridge – BAS Copeland Acquisition in Rapid City, MI. This work consisted of Due Diligence, Notice of Migration, Asbestos Abatement, and Documentation of Due Care Compliance.

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

Global's subcontractor agreements address changes in project scope and require contractors to prepare a Change Order request documenting the additional compensation and rationale for the request. There must be a material change in scope of work or unanticipated site conditions encountered for a change order to be warranted. This request would be reviewed internally by Global and discussed with DMTB/State Agency personnel only if proven valid by Global's Project Director. If the supporting documentation indicates an appropriate change in conditions, then Global would provide recommendations to support the request for additional documentation.

- 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 **Part I – Technical Submittals – Daily Field Activity Logs and Weekly Report Examples.**

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:

(This space is intentionally left blank.)

Key Personnel 1

Name: Jill Auger, PE

Job Title: Senior Project Manager

Labor Classification: Level 4 (P4)

College Degree(s): B.S. Michigan State University Civil Engineering with an Option in Environmental Engineering

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

Key Personnel 2

Name: Trevor Painter, PE

Job Title: Senior Project Manager

Labor Classification: Level 3 (P3)

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

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

Key Personnel 3

Name: Robert Hikade

Job Title: QA/QC Manager

Labor Classification: Level 3 (P3)

College Degree(s): B.S. Oakland University, Environmental Science/Sustainability and Resources Management

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

Key Personnel 4

Name: Alex Fancy

Job Title: Operations Manager/Senior Project Manager

Labor Classification: Level 3 (P3)

College Degree(s): B.A. Albion College, Geology

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: Drew Zeigler

Job Title: Environmental Field Technician

Labor Classification: Level 1 (T1)

College Degree(s): N/A

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

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 **Exhibit D Resumes of Key Personnel**.

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.

Global Environmental Engineering and Global Treatment Solutions is uniquely positioned to serve the State of Michigan through this ISID contract because of the strength of experience of our technical staff and our robust in-house inventory of remediation equipment and technologies. By eliminating the middleman and not relying on subcontractors for remedial technologies, our technical staff is given unparalleled access to cost information, performance data, and innovative solutions. This dynamic allows for cost and time efficiencies to be passed on to the client.

CERTIFIED OPERATORS

Global employees several EGLE Certified Commercial/Industrial Wastewater Operators.

MDOT CERTIFIED DBE FIRM

In 2022 Global received its certification as a Michigan Department of Transportation Disadvantage Business Enterprise due to being 100% woman-owned. This rigorous certification is a credit to the organization of Global's business and strength of its financial reporting.

2022 GREAT LAKES PFAS SUMMIT

Global's equipment and operation treating surface water contaminated with PFAS and other compounds was highlighted at the 2022 EGLE Great Lakes PFAS Summit during the

presentation, “What Would you do? When PFAS Contaminated Water Overflows a Lagoon.” presented by Grant Trigger, RACER Trust. See ***Exhibit B, Remediation Systems Design/Construction Oversight/ O&M / Decommissioning, Project 2 Reference Information.***

MDEQ (EGLE) CONFERENCE SPEAKERS

Global employees, Jill Auger and Chris Griffin (retired), were selected by the MDEQ to be speakers at the MDEQ Remediation and Redevelopment conference in October 2016 in Grand Rapids and Traverse City. Due to their expertise, they were asked to give presentations to conference attendees which included regulators and other consultants. Ms. Auger presented two projects which utilized Local Ordinances as Institutional Controls for sites in which the exposure was restricted by enacting a Local Ordinance to prohibit the use of groundwater. Ms. Auger co-presented with MDEQ personnel for one of the sites which is a Superfund site. Mr. Griffin presented on Certificates of Closure which he had successfully implemented at a shooting range site in northern Michigan and was able to “close” portions of the sites in a stepwise approach instead of waiting until the entire site was completed.

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 experience from the past five years closely related to each of the project type requested in this RFP are included in this proposal as **Exhibit B.**

Weekly Report
Linden North MPE System
109/111 North Bridge Street, Linden MI

Dates:	12/5/22 THRU 12/9/22
Name of Contractor(s) On Site:	AIR TECHNOLOGIES
Global Personnel:	ROBERT HIKADE
Scope	OTM + OVERSIGHT

Description of Activities Completed:

12/5/22 - ARRIVED ON SITE 7:10; COMPLETED ROUTINE OTM ACTIVITIES; COLLECTED WEEKLY COMPLIANCE SAMPLES
 NO ISSUES OBSERVED; LEAVE SITE @ 7:45

12/6/22 - ARRIVED ON SITE @ 7:30; COMPLETE ROUTINE OTM ACTIVITIES. NO ISSUES OBSERVED, LEAVE SITE @ 7:55

12/9/22 - ARRIVE ON SITE @ 7:45; MEETING AIR TECHNOLOGIES ON SITE @ 8AM; AIR TECHNOLOGIES ON SITE @ 9:15; COMPLETE FILTER CHANGE ON AIR SEPARATOR, TOP OFF OIL; OIL CHANGE RECOMMENDED @ 8,000-HRS. NO SYSTEM ISSUES OBSERVED; LEAVE SITE @ 11:30

 12/9/22

Global Project #:	TS21010A
Global Project Manager:	Robert Hikade
Page:	1 of 1

DATE 12-5-22
TIME Onsite/Offsite 7:10-7:45

PERSONNEL ROBERT HIKADE
COMPANY GLOBAL

SYSTEM OPERATING UPON ARRIVAL (Y/N) Y If "No", why: -
SYSTEM OPERATING UPON DEPARTURE (Y/N) Y If "No", why: -
ANY ALARM LIGHTS 'ON' UPON ARRIVAL (Y/N) N If "Yes", which one(s): -

BUILDING SET TEMP (F°) 60
BUILDING OUTSIDE TEMP (F°) 28
SVE BLOWER RUNNING (Y/N) Y
SVE BLOWER VACCUUM ("Hg) 9.5/9.5
SVE BLOWER EXHAUST TEMP (F°) 139
SVE Exhaust PID Reading (ppm) N/A
BLOWER ETM (HR) 6791
COMPRESSOR ETM (HR) 622

SEQUESTANT RUNNING (Y/N) N
SEQUESTANT REMAINING (GAL) 110*
K/O TANK TOTALIZER (GAL) 36.88
BAG FILTER PRESSURE (IN/OUT) 16/16
GAC 1 (IN/OUT) 12/3
GAC 2 (IN/OUT) 0/0
TREATMENT TOTALIZER (GAL) 1258300
FLOW RATE (GPM) 27

WELL	GW Totalizer (GAL)	SVE VACUUM ("Hg)	SVE FLOW (CFM)	GENERAL NOTES
EW-1	142,769			
EW-2	208,972	8	16	
EW-3	203,801			
EW-4	1.05	8	16	
EW-5	9999653			
EW-6	1.95	8	16	
EW-7	9999804			
EW-8	5186	8	16	
EW-9	0			
EW-10	1968	8	16	
EW-11	216,319			
EW-12	5250	8	16	
EW-13	0			
EW-14	327.06	8	16	
EW-15	60.79			
EW-16	9999570	8	16	
EW-17	0.83			
EW-18	251.105	8	16	
EW-19	321.37			
EW-20	0	8	16	
EW-21	9999197			
EW-22	5779	8	16	
SUMPS	2125			

Samples Collected (Y/N) if 'Yes' List samples collected GAC-INF / GAC-INT / GAC-EFF

OUTFALL pH: N/A OUTFALL DO (mg/L): N/A OUTFALL Color: NONE OUTFALL Turbidity/Clarity: CLEAR

GENERAL COMMENTS/CONDITIONS

DATE 12/6/22 PERSONNEL ROBERT HICKMAN
TIME Onsite/Offsite 7:30-755 COMPANY GLOBAL

SYSTEM OPERATING UPON ARRIVAL (Y/N) Y If "No", why: -
SYSTEM OPERATING UPON DEPARTURE (Y/N) Y If "No", why: -
ANY ALARM LIGHTS 'ON' UPON ARRIVAL (Y/N) N If "Yes", which one(s): -

BUILDING SET TEMP (F°) 60 SEQUESTANT RUNNING (Y/N) N
BUILDING OUTSIDE TEMP (F°) 90 SEQUESTANT REMAINING (GAL) 110
SVE BLOWER RUNNING (Y/N) Y K/O TANK TOTALIZER (GAL) 30.88
SVE BLOWER VACUUM ("Hg) 9.5/9.5 BAG FILTER PRESSURE (IN/OUT) 16/16
SVE BLOWER EXHAUST TEMP (F°) 140 GAC 1 (IN/OUT) 12/2
SVE Exhaust PID Reading (ppm) N/A GAC 2 (IN/OUT) 0/0
BLOWER ETM (HR) 6815.7 TREATMENT TOTALIZER (GAL) 1,260,300
COMPRESSOR ETM (HR) 6142 FLOW RATE (GPM) 27

WELL	GW Totalizer (GAL)	SVE VACUUM ("Hg)	SVE FLOW (CFM)	GENERAL NOTES
EW-1	143,002			
EW-2	708,972	8	16	
EW-3	204,270			
EW-4	1.05	8	16	
EW-5	9999653			
EW-6	1.95	8	16	
EW-7	9999804			
EW-8	5186	8	16	
EW-9	0			
EW-10	1968	8	16	
EW-11	216,319			
EW-12	5250	8	16	
EW-13	0			
EW-14	327.26	8	16	
EW-15	60.79			
EW-16	9999570	8	16	
EW-17	0.84			
EW-18	251,501	8	16	
EW-19	321.37			
EW-20	0 20205 RNA	8	16	
EW-21	9999197			
EW-22	5779	8	16	
SUMPS	2137			

Samples Collected (Y/N) If 'Yes' List samples collected NONE

OUTFALL pH: N/A OUTFALL DO (mg/L): N/A OUTFALL Color: NONE OUTFALL Turbidity/Clarity: CLEAR

GENERAL COMMENTS/CONDITIONS

DATE 12-9-22
TIME Onsite/Offsite 7:45-11:30

PERSONNEL ROBERT HILLADE
COMPANY GLOBAL TREATMENT

SYSTEM OPERATING UPON ARRIVAL (Y/N) Y If "No", why: -
SYSTEM OPERATING UPON DEPARTURE (Y/N) Y If "No", why: -
ANY ALARM LIGHTS 'ON' UPON ARRIVAL (Y/N) N If "Yes", which one(s): -

BUILDING SET TEMP (F°) 60
BUILDING OUTSIDE TEMP (F°) ~~32~~ 33
SVE BLOWER RUNNING (Y/N) Y
SVE BLOWER VACUUM ("Hg) 9.5/9.5
SVE BLOWER EXHAUST TEMP (F°) 140
SVE Exhaust PID Reading (ppm) N/A
BLOWER ETM (HR) 6887
COMPRESSOR ETM (HR) 6202

SEQUESTRANT RUNNING (Y/N) N
SEQUESTRANT REMAINING (GAL) 110 gal
K/O TANK TOTALIZER (GAL) 36.88
BAG FILTER PRESSURE (IN/OUT) 16/16
GAC 1 (IN/OUT) 12/13
GAC 2 (IN/OUT) 0/0
TREATMENT TOTALIZER (GAL) 1,266,000
FLOW RATE (GPM) 27

WELL	GW Totalizer (GAL)	SVE VACUUM ("Hg)	SVE FLOW (CFM)	GENERAL NOTES
EW-1	143,719			
EW-2	208,902	8	16	
EW-3	205,681			
EW-4	1.02	8	16	
EW-5	9999653			
EW-6	1.95	8	16	
EW-7	9999804			
EW-8	5186	8	16	
EW-9	0			
EW-10	1968	8	16	
EW-11	216,319			
EW-12	5750	8	16	
EW-13	0			
EW-14	327,96	8	16	
EW-15	60.79			
EW-16	9999570	8	16	
EW-17	0.83			
EW-18	252,653	8	16	
EW-19	321.37			
EW-20	0	8	16	
EW-21	9999197			
EW-22	5779	8	16	
SUMPS	2170			

Samples Collected (Y/N) if 'Yes' List samples collected NONE

OUTFALL pH: N/A OUTFALL DO (mg/L): N/A OUTFALL Color: NONE OUTFALL Turbidity/Clarity: CLEAR

GENERAL COMMENTS/CONDITIONS AIR TECHNOLOGIES ON SITE @ 9:15 (TIME SCHEDULED 8AM)
COMPLETED FILTER CHANGE ON AIR SEPARATOR OIL CHANGE RECOMMENDED AT 8K
HRS CLEARED COMPRESSOR / AIR DRYER - COMPRESSOR LOW ON OIL - ADDED OIL.
NO ISSUES OBSERVED.

PART II- COST SUBMITTALS

- I. Position Classification and Employee Billing Rate



POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

Firm Name Global Environmental Engineering Company LLC

Yearly Percentage Billing Rate Increase: ~2%

LEVEL	CLASSIFICATION	Year	Year	Year	Year	Year
		2023	2024	2025	2026	2027
Level 4 (P4)-	Alaina Korreck Zeigler, President**	125	128	130	133	135
Level 4 (P4)-	Jill Auger, PE, Project Director**	120	122	125	127	130
Level 4 (P4)-	Darrell Pierce, Senior Project Manager	120	122	125	127	130
Level 3 (P3)-	Trevor Painter, PE, Project Engineer**	110	112	114	117	119
Level 3 (P3)	Alex Fancy, Senior Project Manager **	110	112	114	117	119
Level 3 (P3)	Robert Hikade, QA/QC, Project Manager**	105	107	109	111	113
Level 2 (P2)	Brent McBride, Field Supervisor	95	97	99	101	103
Level 2 (P2)	Chris Livingston, Project Supervisor	95	97	99	101	103
Level 1 (T1)	Drew Zeigler, Field Technician**	85	87	88	90	92
Level 1 (T1)	David Kuczera, Field Technician	80	82	83	85	87
Level 1 (T1)	Desiree Yaksic, Administrative Assistant and Field Technician	80	82	83	85	87
Level TS	Marnie Lawrence, Administrative Assistant	80	82	83	85	87

Yearly Percentage Billing Rate Increase

*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

EXHIBIT A- COMPANY OVERVIEW AND PRODUCT INFORMATION

- I. Company Overview
- II. Water Treatment System Inventory
- III. Remediation System Parts & Accessories
- IV. Activated Carbon & Filtration Media Inventory



Global Environmental Engineering (Global) was founded in 1992 and is a full-service environmental engineering firm and leading provider of remediation equipment and treatment systems. Global employs engineers, geologists, environmental scientists and technicians with offices in Traverse City and Holly, Michigan.

Global offers a wide range of services based on the unique needs of our clients and the changing regulatory environment of our industry. The variety of projects completed by Global has created a firm that is responsive to needs across the public and private sector. Our professional expertise and training coupled with our in-house inventory of remediation equipment, turn-key treatment systems, and treatment media allows us to not only identify areas of environmental concern but provide our clients with a readily available remediation solution.



Global is a SAM Active, woman-owned small business enterprise (WOSBE) and operates under the following NAICS codes:

- 541620 Environmental Consulting Services
- 562910 Remediation Services

SERVICES PROVIDED BY GLOBAL

- Due Diligence Services including
 - Phase I and Phase II Environmental Investigations
 - Baseline Environmental Assessments (BEA)
 - Documentation of Due Care Compliance (DDCC)
 - Environmental Reviews
- Stormwater Pollution Prevention Plans (SWPPP)
- Spill Control and Countermeasure Plans (SPCC)
- Pollution Incident Prevention Plans (PIPP)
- Remedial Investigations/Feasibility Studies/Corrective Action Plans
- Underground Storage Tank Assessments and Removals
- Vapor Intrusion Remediation/Sub Slab Depressurization Installation
- Asbestos Building Inspections
- Soil, Groundwater, and Soil Gas Sampling
- Water, Soil, and Vapor Remedial Systems
 - Design
 - Manufacturing
 - Operation and Maintenance
- Industrial Wastewater Treatment Plans and System Installation
- National Pollutant Discharge Elimination System – NPDES Permitting
- Air Sparge and Soil Vapor Extraction System Design and Installation

WATER TREATMENT SYSTEMS

Global Treatment Solutions' fleet of temporary water treatment systems is readily available for mobilization nationwide. Our systems are offered for rent on a weekly or monthly basis and can be configured for a variety of applications and treatment requirements. Global experts can assist with overall treatment process design and activated carbon or specialty media recommendations based on analytical data and applicable regulatory requirements from local authorities. Systems can be rented, delivered, and installed with additional components including sand or gravel filters, holding tanks, frac tanks, weir tanks, oil-water separators, pH adjustment, coagulants, flocculants, above or below ground piping or hoses, and pumps of various sizes.

All of our systems come with optional remote telemetry alarms and are designed to be easily operated by other capable industry professionals or can be staffed by one of our State Certified Operators. Our rental equipment inventory also includes loose liquid and vapor phase media vessels and bag filter skids for projects not suitable for a trailer-mounted system.



MWT-1K2
Mobile Carbon Filtration Treatment Trailer
65 GPM



MWT-2K2
Mobile Carbon Filtration Treatment Trailer
140 GPM



MWT-3K2
Mobile Carbon Filtration Treatment Trailer
200 GPM



MWT-3K4
Mobile Carbon Filtration Treatment Trailer
420 GPM



MWT-8K2
Mobile Carbon Filtration Treatment Trailer
500 GPM



MWT-10K2
Mobile Carbon Filtration
Treatment Trailer
660 GPM



MWT-6K3
Water Treatment System
300 GPM



EMWT-20
Enclosed Mobile Carbon
Filtration Treatment Trailer
20 GPM

**Max flow rate is based on 7.5 minutes empty bed contact time.*

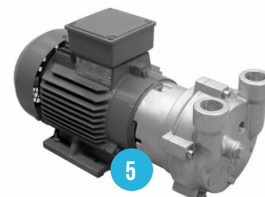
For projects requiring soil vapor extraction, air sparging, or multiphase extraction equipment please contact us at info@global-treatmentsolutions.com.

PARTS & ACCESSORIES

In order to best serve our clients across multiple industries with air, water, and soil treatment needs, we are constantly expanding and optimizing our inventory of remediation systems and equipment. All equipment can be customized to meet specific designs and requirements and is available for lease or purchase. Global experts are familiar with many complex system integrations and are available to assist with the initial design, installation, and ongoing operation and maintenance.

EQUIPMENT AND COMPONENTS AVAILABLE FOR RENTAL OR PURCHASE

- Trade Size #2 Fabric Bag Filters 1-200 Micron (1)
- Regenerative Blowers (2)
- Rotary Lobe Pumps (3)
- Rotary Claw Pumps (4)
- Liquid Ring Pumps (5)
- Oil Water Separators
- Air Strippers
- Electronic Catalytic Oxidizers (6)
- Thermal Oxidizers
- Regenerative Thermal Oxidizers
- Chlorinated Oxidizers
- Bag Filter Housings (7)
- Liquid Phase Carbon Vessels (8)
- pH Adjustment Equipment
- Sand & Gravel Filters
- Flocculants & Coagulants
- Frac Tanks & Weir Tanks



ACTIVATED CARBON SALES

Global Treatment is one of the largest granular activated carbon (GAC) and specialty water treatment media providers in Michigan, and we have become known for our responsiveness, accurate and robust inventory, and ease of delivery.

GTS stocks inventory for both liquid and vapor phase adsorption processes including virgin bituminous coal-based carbon, virgin coconut-based carbon, reactivated carbon, organoclay, natural zeolite, and varieties of sand and gravel. All media sold by Global can be delivered nationwide with a minimum order size of 50 pounds.

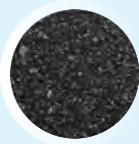
Global Treatment Solutions has years of experience designing, building, and operating treatment systems utilizing all of the filter media that we sell. We will make sure that you have the right media for your application and will work closely with you to ensure your treatment requirements are being met.

THE FOLLOWING PRODUCTS ARE STOCKED AT OUR FACILITY AND ARE READY FOR IMMEDIATE DELIVERY.



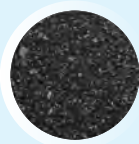
TS8X30CPR

TS8X30CPR is an economical, reactivated, liquid phase Granular Activated Carbon that is primarily used for the removal of volatile organic compounds, color bodies, and toxic compounds from wastewater. This product features a minimum iodine number of 800 and is offered in an 8 X 30 sieve size.



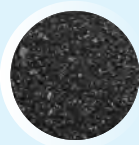
TS8X30CBV

TS8X30CBV is a hard, virgin, liquid phase Granular Activated Carbon produced from select grades of steam activated bituminous coal. Coal base carbon is features a high surface area characterized by meso and microporosity. With a consistent density and a minimum iodine number of 900, TS8X30 CBV is an excellent choice for long term remediation projects that require the removal of dissolved organics, hydrocarbons, and solvents.



TS8X30CSV

TS8X30CSV is a hard, virgin, liquid phase Granular Activated Carbon produced from coconut shell featuring large internal pore structures characterized by microporosity. Like coal-based carbon, coconut shell carbon features an iodine number of 900 and is an excellent choice for long term remediation projects that require the removal of dissolved organics, hydrocarbons, and solvents. Coconut based carbon exhibits a higher hardness, lower ash content, and smaller pores making it an ideal choice for PCB removal.



TS12X40NSF

COL-PA60 is a highly active pelletized vapor phase carbon manufactured from select grades of anthracite coal. COL-PA60 is designed for use in a wide variety of air purification and vapor phase applications. The pellets are 4 mm in size.



TS4X10CPR

TS4X10CPR is an economical, reactivated, vapor phase Granular Activated Carbon that is primarily used for the removal of volatile organic compounds and other toxic compounds from an air stream. Used for the treatment of gases for applications such as SVE discharge, leachate off gas, air stripper off gas, industrial plant emissions, and odor control. This product features a minimum iodine number of 800 and is offered in a 4 X 10 sieve size.



TS4X10CBV

TS4X10CBV is a hard, virgin, vapor phase Granular Activated Carbon produced from select grades of steam activated bituminous coal. Coal base carbon is features a high surface area characterized by meso and microporosity. These features provide the carbon with high VOC adsorption capacities and the ability to prevent desorption of previously adsorbed compounds.



TS4X10CSV

TS4X10CSV is a hard, virgin, vapor phase Granular Activated Carbon produced from coconut shell featuring a high geometric surface area characterized by microporosity making this the superior product for adsorbing VOC's from gases with short contact time. Coconut shell carbons feature a lower ash content than coal-based carbons and also produces less dust during handling and loading.



TS4MMCBV

TS4mmCBV is a hard, virgin, vapor phase Granular Activated Carbon produced from select grades of extruded coal. This cylindrical pellet features the adsorptive capabilities of other vapor phase carbons with the added benefit of lower pressure drop across the bed reducing fan/ blower power consumption. Its high hardness provides excellent resistant to mechanical stresses leading to less dust during handling and loading operations.

THE FOLLOWING PRODUCTS ARE STOCKED AT OUR FACILITY AND ARE READY FOR IMMEDIATE DELIVERY.



TS100HS

TS100HS is a molecular sieve of clinoptilolite zeolite. Zeolites are an economical aluminosilicate material with excellent ion-exchange and adsorption properties. Zeolites exhibit an excess negative charge on their surface making this product an excellent choice for removing metals and other cations, such as ammonium, from wastewaters. This product is offered in an 8X14 standard sieve size though other sizes are available upon request.



TS200HS

TS200HS is a zeolite impregnated with cetyl trimethyl ammonium chloride to increase its surface area and adsorptive capacity. This product is used to remove oil, heavy metals, and similar organics from wastewater. TS200HS can adsorb up to 70% of its weight in hydrocarbons giving it a bed life that is much longer than activated carbons or other process media.



TS250HS

TS250HS is a 50/50 blend of TS200HS and TS8X30CBRR and can be used for the removal of oil, heavy metals, and similar organics from wastewater. This product is a cost-effective solution to add HS-200 to a carbon treatment system without adding additional vessels.



TS300HS

TS300HS is a chemically modified liquid phase zeolite impregnated with naphthalonium chloride leading to the generation of positively charged hydroxides enabling the media to remove anionic compounds such as phosphates and nitrates.



TS600HS

TS600HS is a vapor phase zeolite impregnated with 6% potassium permanganate and is used for the oxidation and subsequent adsorption of pollutants such as hydrogen sulfides, sulfur dioxides, vinyl chloride, ethylene, and corrosive gas.



TSXB17P

TSXB17P is a 50/50 blend of TS600HS and TS4mmCBV making it the ideal choice for air treatment processes that contain both high and low molecular weight hydrocarbons as well as acid gases. This media blend has a bulk density of 43-45 pounds per cubic foot and has a moisture content of 12-15% by weight meaning minimal dust will be released during handling.



TS8X30CBRR

This reagglomerated, reactivated coal-based carbon is especially suited for PFAS reduction in water due to its uniform distribution of meso and macropores which help prevent a reduction in available surface area due to the presence of larger organic molecules. This product is a cost-effective alternative to virgin grades of coal without the inconsistencies of a pooled reactivated product.



FOR MORE INFORMATION

info@global-treatmentsolutions.com
810.238.9190

EXHIBIT B- PROJECT EXPERIENCE

- I. Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- II. Environmental/ Roto Sonic Drilling / Well Abandonment
- III. Ground Penetrating Radar (GPR) / Laser-Induced Fluorescence (LIF) Field Screening
- IV. Per & Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation
- V. Phase I / Phase II / Baseline Environmental Assessments
- VI. Remediation Systems Design / Construction Oversight / O&M / Decommissioning
- VII. Specialty Sub-Surface / Utility Inspection / Sewer Camera / Cleaning
- VIII. Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition / Soil Excavation/ Closure
- IX. Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services



Global Environmental Engineering is exceptionally qualified and experienced for the following project types and professional services. Three (3) project examples have been included for each following project types:

Environmental Investigation / Characterization / Pilot Tests / Feasibility Study

Environmental/ Roto Sonic Drilling / Well Abandonment

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

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

Environmental Investigation / Characterization / Pilot Tests / Feasibility Study

Project 1 Reference Information:

Project Name: Former Action Auto Multi Phase Extraction Pilot Study System

Project Address: 1943 Cedar Street, Holt, MI 48842

Key Personnel: Alex Fancy, Chris Livingston, Robert Hikade

Contact: Robert Butler, DLZ Corporation, 517-393-6800, rbutler@dlz.com

Global was contracted by DLZ Corporation to provide rental, operation, and maintenance of a custom built 300 CFM multi-phase extraction (MPE) system for a 6-month duration pilot study to assess the viability of a MPE technology to remediate ground conditions at an open LUST site. The MPE system consisted of a Busch rotary claw vacuum blower capable of up to 24" HG vacuum, 10-point extraction manifold, moisture separation tank with a coalescing mist elimination pad, inline air filter, Falco 300 catalytic oxidizer with automated vapor dilution, Class I, Div. II explosion proof process equipment room, non-classified control room, PLC control panel for automatic system operation, system shut-down controls for temperature, pressure, enclosure lower explosive limit (LEL) concentrations, and motor overloads with wireless telemetry remote alarm notification. Extracted groundwater was pumped automatically to an onsite frac tank for future disposal. Global conducted weekly O&M site visits to record vacuum and flow conditions, monitor inlet/ outlet VOC concentrations, change extraction wells, and perform maintenance on the MPE components. The MPE system operated at 99.9% uptime. Upon completion of the project, Global removed the temporary MPE system and the site was restored to previous conditions.

Project 2 Reference Information:

Project Name: LUST Pilot Study

Project Address: Linden, MI

Key Personnel: Alex Fancy, Robert Hikade

Contact: Christie Santiago, 248-414-1431, christie.santiago@pmenv.com

Global provided a mobile soil vapor extraction (SVE) system with variable flow/vacuum capabilities to assist with **pilot testing** activities at an open LUST site. The target system parameters were 100 CFM at 4" HG to simulate proposed permanent system conditions. The project goal was to determine appropriate vacuum levels for previously installed extraction wells as well as collect discharge readings to evaluate the need for an air permit on a permanent treatment system.

Project 3 Reference Information:

Project Name: City of Flint Water Service Center

Project Address: 3300 East Court Street, Flint, Michigan

Key Personnel: Jill Auger, Trevor Painter, Robert Hikade

Contact: Dwight Cummings, EGLE Lansing, (517) 245-3931, cummingsd@michigan.gov

Global was retained by the Michigan Department of Environmental Quality (now Michigan Department of Environment, Great Lakes and Energy – EGLE) to conduct a **Final Assessment Investigation** and report under the Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA), 1994 P.A. 451, as amended, on property located in the City of Flint utilized as the City of Flint Water Department Service Center. This project was awarded and is currently being conducted under the 2015 ISID. The subject property consists of a large warehouse and attached administration building. The property had three (3) former underground storage tanks (USTs) on the subject property (10,000-gallon gasoline UST, 5,000-gallon diesel UST and 1,000-gallon gasoline UST). The tanks were removed from the ground previously, a release was confirmed and is a Part 213 Leaking Underground Storage Tank (LUST) Site.

As part of the Final Assessment on-site investigation Global conducted the following tasks: a Ground Penetrating Radar (GPR) and electromagnetic (EM) survey was completed to locate any possible underground storage tanks (USTs) and utilities in specified area of the site; conduct a site survey to locate site features including buildings, utilities, fences, etc., and all soil boring locations and monitoring wells; install over thirty (30) soil boring locations and five (5) monitoring wells for groundwater and soil sample collection; and install three (3) soil vapor pins for soil gas sample collection. Under the direction of the EGLE Project Manager, Global has conducted on-site soil and groundwater investigations and soil vapor investigations.

The purpose of the environmental investigation was to define and characterize the vertical and horizontal extent of soil and groundwater contamination for the purpose of preparing a Final Assessment Report. To determine the extent and distribution of soil and groundwater contamination associated with this site, Global conducted soil borings and obtained soil and groundwater samples for chemical analysis. The soil borings were advanced utilizing a track mounted GeoProbe® DT66. Soils were continuously screened using handheld photoionization detector (PID), as well as, visually and olfactory for evidence of contamination. In addition, the soil classification was determined and recorded for use in soil boring log preparation and potential future remediation options.

Once results of the investigations were reviewed, the scope of work was updated to include preparation of a Technical Memo in place of a Final Assessment Report and two years of quarterly monitoring of the five (5) monitoring wells and three (3) soil vapor pins. A Technical Memo was completed in December 2020 and quarterly sampling continued.

The scope of work was updated to include the installation of an additional five (5) soil vapor pins. Quarterly sampling of soil vapor pins continued to December 2022 in addition to monthly vacuum extraction events

from March 2021 to February 2022. Once the results of the latest quarterly vapor pin results have been received, Global will compile the data and prepare an Approved Project Completion (APC) Report. This project involved extensive planning and scheduling between the City of Flint Water Services Department and the EGLE.

Project 4 Reference Information:

Project Name: Distribution Center
Project Address: Lansing, Michigan
Key Personnel: Jill Auger, Trevor Painter, Robert Hikade
Contact: Client Confidential

Global was retained by a private client (potentially responsible party) to conduct an **investigation, feasibility study** and prepare a closure report for a distribution center in an industrialized area as a result of a leaking underground storage tank.

Global conducted environmental investigations, remedial actions, regulatory reporting and negotiations at the Part 213 LUST site. Three former underground storage tanks were removed from the site and two separate confirmed releases occurred at the site. An investigation indicated that soil and groundwater contamination existed at the site. Remedial activities at this site included the installation and operation of a Pump and Treat System utilizing an air stripper for groundwater treatment. Subsequent to treatment, results of sampling indicated that groundwater contamination exceeding the Residential Drinking Water Criteria (RDWC) still existed.

In 2017, additional investigations were conducted to further characterize the site, evaluate the exposure pathways and determine the light non-aqueous phase liquid (LNAPL) body and included Ground Penetrating Radar for the purposes of closing the site. Additional investigations including further definition and characterization of the vertical and horizontal extent of soil contamination, install NAPL and sentinel wells, and sample the utility backfill. Quarterly sampling was conducted on the monitoring wells and catch basins. Site-Specific Volatilization to Indoor Air Criteria (VIAC) were also requested from EGLE.

Global is currently in the process of evaluating the data and exposure pathways and preparing a Conceptual Site Model (CSM). Once complete, Global will prepare a Final Assessment Report with a draft Restrictive Covenant for submittal to EGLE.

Environmental/ Roto Sonic Drilling / Well Abandonment

Project 1 Reference Information:

Project Name: City of Flint Water Service Center

Project Address: 3300 East Court Street, Flint, Michigan

Key Personnel: Jill Auger, Trevor Painter, Robert Hikade

Contact: Dwight Cummings, EGLE Lansing, (517) 245-3931, cummingsd@michigan.gov

*Global conducted **environmental drilling** at this site utilizing a track mounted GeoProbe® DT66 to install over thirty (30) soil boring locations and five (5) monitoring wells for groundwater and soil sample collection.*

Global was retained by the Michigan Department of Environmental Quality (now Michigan Department of Environment, Great Lakes and Energy – EGLE) to conduct a **Final Assessment Investigation** and report under the Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA), 1994 P.A. 451, as amended, on property located in the City of Flint utilized as the City of Flint Water Department Service Center. This project was awarded and is currently being conducted under the 2015 ISID. The subject property consists of a large warehouse and attached administration building. The property had three (3) former underground storage tanks (USTs) on the subject property (10,000-gallon gasoline UST, 5,000-gallon diesel UST and 1,000-gallon gasoline UST). The tanks were removed from the ground previously, a release was confirmed and is a Part 213 Leaking Underground Storage Tank (LUST) site.

As part of the Final Assessment on-site investigation Global conducted the following tasks: a Ground Penetrating Radar (GPR) and electromagnetic (EM) survey was completed to locate any possible underground storage tanks (USTs) and utilities in specified area of the site; conduct a site survey to locate site features including buildings, utilities, fences, etc., and all soil boring locations and monitoring wells; install over thirty (30) soil boring locations and five (5) monitoring wells for groundwater and soil sample collection; and install three (3) soil vapor pins for soil gas sample collection. Under the direction of the EGLE Project Manager, Global has conducted on-site soil and groundwater investigations and soil vapor investigations.

The purpose of the environmental investigation was to define and characterize the vertical and horizontal extent of soil and groundwater contamination for the purpose of preparing a Final Assessment Report (FAR). To determine the extent and distribution of soil and groundwater contamination associated with this site, Global conducted soil borings and obtained soil and groundwater samples for chemical analysis. The soil borings were advanced utilizing a track mounted GeoProbe® DT66. Soils were continuously screened using handheld photoionization detector (PID), as well as, visually and olfactory for evidence of contamination. In addition, the soil classification was determined and recorded for use in soil boring log preparation and potential future remediation options.

Once results of the investigations were reviewed, the scope of work was updated to include preparation of a Technical Memo in place of a FAR and two years of quarterly monitoring of the five (5) monitoring wells and three (3) soil vapor pins. A Technical Memo was completed in December 2020 and quarterly sampling continued.

The scope of work was updated to include the installation of an additional five (5) soil vapor pins. Quarterly sampling of soil vapor pins continued to December 2022 in addition to monthly vacuum extraction events from March 2021 to February 2022. Once the results of the latest quarterly vapor pin results have been received, Global will compile the data and prepare an Approved Project Completion (APC) Report.

This project involved extensive planning and scheduling between the City of Flint Water Services Department and the EGLE.

Project 2 Reference Information:

Project Name: Distribution Center

Project Address: Lansing, Michigan

Key Personnel: Jill Auger, Trevor Painter, Robert Hikade

Contact Name and phone number: Client Confidential

*Global conducted **environmental drilling** at this site utilizing a track mounted GeoProbe® DT66 to install over thirty (37) soil boring locations and two (2) monitoring wells for groundwater and soil sample collection. Additionally, Global utilized an air knife to collect utility backfill samples. Historically, twenty-one (21) monitoring wells on site were installed by Global were installed utilizing a B-52 Hollow Stem Auger Drill Rig.*

Global was retained by a private client (potentially responsible party) to conduct an investigation, feasibility study and prepare a closure report for a distribution center in an industrialized area as a result of a leaking underground storage tank.

Global conducted environmental investigations, remedial actions, regulatory reporting and negotiations at the Part 213 LUST site. Three former underground storage tanks were removed from the site and two separate confirmed releases occurred at the site. An investigation indicated that soil and groundwater contamination existed at the site. Remedial activities at this site included the installation and operation of a Pump and Treat System utilizing an air stripper for groundwater treatment. Subsequent to treatment, results of sampling indicated that groundwater contamination exceeding the Residential Drinking Water Criteria (RDWC) still existed.

In 2017, additional investigations were conducted to further characterize the site, evaluate the exposure pathways and determine the non-aqueous phase liquid (NAPL) body and included Ground Penetrating Radar for the purposes of closing the site. Additional investigations including further definition and characterization of the vertical and horizontal extent of soil contamination, install NAPL and sentinel wells,

and sample the utility backfill. Quarterly sampling was conducted on the monitoring wells and catch basins. Site specific VIAP criteria were also requested from EGLE.

Global is currently in the process of evaluating the data and exposure pathways, and preparing a Conceptual Site Model (CSM). Once complete, Global will prepare a Final Assessment Report with a draft Restrictive Covenant for submittal to EGLE.

Project 3 Reference Information:

Project Name: Heidi's Market, Schwerin Ltd.

Project Address: State Road, Davison, Michigan

Key Personnel: Jill Auger, Trevor Painter, Robert Hikade, Alex Fancy, Desiree Yaksic

Contact: Heidi Schwerin (810) 653-0324, no email address

*Global conducted **environmental drilling** at this site utilizing a track mounted GeoProbe® DT66 to install five (5) soil boring locations and three (3) monitoring wells for groundwater and soil sample collection.*

Global was retained by a private client (potentially responsible party) to conduct an investigation and regulatory reporting for Heidi's Market, Schwerin Ltd. in Davison, Michigan as a result of a leaking underground storage tank.

Global evaluated the conditions at the site with regard to risk-based corrective action (RBCA) criteria. Due to the fact that the source of the impact (the former 6,000-gallon unleaded gasoline UST) had been identified and properly closed in place, all primary sources were eliminated. The remaining sources for contaminants were the impacted groundwater within the UST excavation, as well as the contaminants adsorbed to the soil particles within the saturated water-bearing zone.

Groundwater impacted from the release of unleaded gasoline from the closed 6,000-gallon UST was identified and defined. The dissolved groundwater plume exists beneath a large portion of the northern section of the project site. Contaminants of concern (COCs) at the site include BTEX compounds (collectively known as benzene, toluene, ethylbenzene, and xylene) and trimethylbenzene isomers.

Additional investigations were conducted to further characterize the existing contamination, as well as, the light non-aqueous phase liquid (LNAPL) body. Work conducted on-site as part of the additional investigations consisted of the following general tasks: Ground Penetrating Radar (GPR) to determine the location of public and private underground piping and utilities on-site; saturated and unsaturated zone sampling, groundwater sampling, evaluating the drinking water exposure pathway, conducting a vapor intrusion assessment, catch basin sampling and utility backfill sampling.

Global has completed four rounds of seasonal indoor air and catch basin sampling. Presently Global is conducting semiannual sampling. A Final Assessment Report (FAR) is being prepared which will include a conceptual site model and remedial alternatives. Once the remedial action is selected and completed, site closure will be sought.

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

Project 1 Reference Information:

Project Name: Private Client

Project Address: Undisclosed location

Key Personnel: Jill Auger, Trevor Painter, Robert Hikade, Alex Fancy

Contact: Client Confidential

Project Description: Ground Penetrating Radar

Ground Penetrating Radar at this site was conducted to determine location of underground utilities and clear areas for installation of soil gas sample points. Additionally, underground utilities on and off site were identified to evaluate preferential pathways for contamination.

The site consists of a dissolved phase groundwater plume extending from a manufacturing facility. Wastewater containing chlorinated solvents, namely Trichloroethylene (TCE), was discharged onto the ground surface. Contamination migrated to the aquifer and ultimately ended up impacting several residential wells. The Township of Oscoda extended municipal water utilities to the area. The United States Environmental Protection Agency (USEPA), the lead agency at the site, directed the implementation of a remedy for the facility through a Record of Decision (ROD). The ROD requires the operation of a purge and treat remedial system until applicable clean up criteria are met. The ROD was later amended through an Explanation of Significant Differences to include an additional remediation system and Institutional Controls. The remedy consisted of a pump and treat system which utilized granular activated carbon to treat the groundwater before discharging to a nearby surface water.

Global worked extensively with the community, local government, health department, Michigan Department of Environment Quality (MDEQ), now Michigan Department of Environment, Great Lakes, and Energy (EGLE), and the USEPA to enact institutional controls that were protective of human health. The Institutional Controls at the site took the form of a Local Ordinance restricting groundwater use in the affected area. Global conducted groundwater well surveys, abandoned existing private wells, and acted as a proxy to the community and government on behalf of the Client. The Local Ordinance for the site was the 29th of its kind passed in the State and was considered incredibly successful due to the collaboration of multiple units of government facilitated by Global. This collaboration and intensive community involvement led to Global having an excellent rapport in the AuSable Township community.

Responsibilities include weekly site visits to inspect equipment, record significant treatment system data, and collect samples; sample groundwater monitoring wells and conduct hydraulic monitoring on a quarterly basis; analyze quarterly monitoring data and submit quarterly reports to EGLE and the USEPA, participate in discussions regarding state and federal requirements; prepare and implement Institutional Controls Work Plan for U.S. EPA and other activities to keep the site in compliance. The project is ongoing.

In 2017, as part of requirements for surface water discharge permit, Global sampled the influent, after the first tank, after the second tank, the effluent of the pump and treat system and an upgradient

monitoring well for per- and polyfluoroalkyl substances (PFAS). PFAS were determined not to be a concern at this site, however, continues to be a prevalent problem in the surrounding area.

Since 2021, Global has been the lead local consultant for this project. Efforts have focused on increasing the efficacy of the existing remedies and the characterization of the indoor air pathway (VIAP). A robust onsite and downgradient investigation, including the sampling of Vapor Pins™, nested soil gas sample points, and indoor air sampling is ongoing on an approximately quarterly basis to account for seasonality to address VIAP. Prior to installation of nested soil gas points and vapor pin, **Ground Penetrating Radar (GPR)** was utilized to locate any subsurface utilities or objects. Results are continually evaluated to determine the need for additional characterization or response activities.

Global has prepared and revised several Work Plans for Agency review to characterize relevant pathways and resolve existing data gaps in site characterization. Work Plans include additional characterization for groundwater and soil gas. Additionally, the Quality Assurance Project Plan (QAPP) has been updated to capture changes in scope and sampling methodologies. The updated QAPP confirms the collection and generation of defensible data, which facilitates the revision of the Conceptual Site Model (CSM), as necessary, and ensures Data Quality Objectives (DQOs) are met.

Project 2 Reference Information:

Project Name: City of Flint Water Service Center

Project Address: 3300 East Court Street, Flint, Michigan

Key Personnel: Jill Auger, Trevor Painter, Robert Hikade

Contact: Dwight Cummings, EGLE, (517) 245-3931, cummingsd@michigan.gov

*Global utilized **Ground Penetrating Radar** several times at this site to locate underground utilities prior to conducting Geoprobe borings on site and installing soil vapor points inside the building. Additionally, underground utilities and drains on site were identified to evaluate preferential pathways for contamination.*

Global was retained by the Michigan Department of Environmental Quality (now Michigan Department of Environment, Great Lakes and Energy – EGLE) to conduct a **Final Assessment Investigation** and report under the Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA), 1994 P.A. 451, as amended, on property located in the City of Flint utilized as the City of Flint Water Department Service Center. This project was awarded and is currently being conducted under the 2015 ISID. The subject property consists of a large warehouse and attached administration building. The property had three (3) former underground storage tanks (USTs) on the subject property (10,000-gallon gasoline UST, 5,000-gallon diesel UST and 1,000-gallon gasoline UST). The tanks were removed from the ground previously, a release was confirmed and is a Part 213 Leaking Underground Storage Tank (LUST) Site.

As part of the Final Assessment on-site investigation Global conducted the following tasks: a Ground Penetrating Radar (GPR) and electromagnetic (EM) survey was completed to locate any possible underground storage tanks (USTs) and utilities in specified area of the site; conduct a site survey to locate

site features including buildings, utilities, fences, etc., and all soil boring locations and monitoring wells; install over thirty (30) soil boring locations and five (5) monitoring wells for groundwater and soil sample collection; and install three (3) soil vapor pins for soil gas sample collection. Under the direction of the EGLE Project Manager, Global has conducted on-site soil and groundwater investigations and soil vapor investigations.

The purpose of the environmental investigation was to define and characterize the vertical and horizontal extent of soil and groundwater contamination for the purpose of preparing a Final Assessment Report. To determine the extent and distribution of soil and groundwater contamination associated with this site, Global conducted soil borings and obtained soil and groundwater samples for chemical analysis. The soil borings were advanced utilizing a track mounted GeoProbe® DT66. Soils were continuously screened using handheld photoionization detector (PID), as well as, visually and olfactory for evidence of contamination. In addition, the soil classification was determined and recorded for use in soil boring log preparation and potential future remediation options.

Once results of the investigations were reviewed, the scope of work was updated to include preparation of a Technical Memo in place of a Final Assessment Report and two years of quarterly monitoring of the five (5) monitoring wells and three (3) soil vapor pins. A Technical Memo was completed in December 2020 and quarterly sampling continued.

The scope of work was updated to include the installation of an additional five (5) soil vapor pins. Quarterly sampling of soil vapor pins continued to December 2022 in addition to monthly vacuum extraction events from March 2021 to February 2022. Once the results of the latest quarterly vapor pin results have been received, Global will compile the data and prepare an Approved Project Completion (APC) Report.

This project involved extensive planning and scheduling between the City of Flint Water Services Department and the EGLE.

Project 3 Reference Information:

Project Name: Phase I ESA, Central Lake

Project Address: 12190 Barnes Road, Central Lake, Michigan

Key Personnel: Jill Auger

Contact: Robert Morgan, (810) 845-2238, robertl.morgan@hotmail.com

Global conducted an ASTM 1537 Phase I Environmental Site Assessment at a property located at 12190 Barnes Road Central Lake. The building on the property was formerly used for automotive repair and was an International Truck Dealer. Floor drains were located inside the building in a shop area.

Global utilized **Ground Penetrating Radar (GPR)** to determine the terminus location of the floor drains for purposes of soil sampling.

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

Project 1 Reference Information:

Project Name: Former Ford Wixom Plant

Project Address: Wixom, MI

Key Personnel: Alex Fancy, Robert Hikade, Chris Livingston, Brent McBride

Contact: Casey Armstrong, 517-507-2335, carmstrong@manniksmithgroup.com

Global provided a temporary treatment system from summer of 2019 through the spring of 2021 to remove, treat, and discharge contaminated wastewater, including **per- and polyfluoroalkyl compounds**, from various open structures located throughout the property to facilitate site redevelopment activities. Global designed and provided a 100 GPM treatment system consisting of a dewatering pump, sand filtration with automatic backwash, 5-micron bag filtration, lead/lag impregnated zeolite beds, lead/lag activated carbon beds, and pH adjustment skid. Water was pumped through the treatment system and discharged to the City of Wixom publicly owned treatment works (POTW) at a maximum discharge of 75,000 gallons per day. Global provided daily onsite monitoring in order to respond rapidly to the changing site conditions and routine system maintenance requirements. The treatment system was winterized to allow for year-round operation.

Project 2 Reference Information:

Project Name: Bridging North America USA JV/Gordie Howe International Bridge

Project Address: Detroit, MI

Key Personnel: Alex Fancy, Robert Hikade, Chris Livingston, Drew Zeigler

Contact: Chris Lauzon, BNA, 226-506-9119, clauzon@bnausjv.com

Global has provided on-site water treatment services at the Gordie Howe International Bridge site in Detroit, MI, since the summer of 2019. Groundwater at this site contains low levels of per- and polyfluoroalkyl substances (**PFAS**) as well as various volatile organic compounds (VOCs), heavy metals, and polychlorinated biphenyls (PCBs). Global is currently using two granular activated carbon treatment systems in support of operations at two locations onsite, each capable of 300 gallons per minute with treated water being discharged to either the sanitary sewer on a local POTW permit or to portable water-towers for reuse on site for fugitive dust control. Global provides daily onsite monitoring in order to provide routine system maintenance and respond rapidly to changing site conditions. The treatment system is winterized to allow for year-round operation. To date, Global has processed and treated over 120,000,000 gallons of groundwater from the site.

Project 3 Reference Information:

Project Name: RACER Willow Run Airport
Project Address: Ypsilanti, MI
Key Personnel: Alex Fancy, Robert Hikade, Brent McBride
Contact: RACER Trust, Grant Trigger, 313-670-6226, gtrigger@racertrust.org

Global provided a full-scale pilot study treatment system throughout the summer of 2021 to test the effectiveness of activated carbon as a full scale **PFAS** mitigation strategy for groundwater at the project location. Global designed and provided a temporary treatment system consisting of an influent holding tank, automated pump skid with telemetry, 25-micron bag filtration followed by 5-micron bag filtration, and four (4) 2,000-pound capacity GAC vessels plumbed in series. The treatment system was designed based on a flow rate of 50 GPM at 40-minutes of empty-bed contact time. Global also provided weekly O&M visits, alarm response, and lead vessel activated carbon change-outs as needed.

Phase I / Phase II/ Baseline Environmental Site Assessment

Project 1 Reference Information:

Project Name: Torch Pit Stop - Torch River Bridge BAS - Copeland Acquisition
Project Address: 12929 Cherry Avenue and 12565 S West Torch Lake Drive, Rapid City, Michigan
Key Personnel: Jill Auger, Trevor Painter
Contact: Matt Lincoln, (517) 881-3492, lincolnm@michigan.gov

Global was retained by the Michigan Department of Natural Resource (MDNR) to conduct a **Phase I Environmental Site Assessment** (Phase I ESA) in conformance with American Society for Testing and Materials (ASTM) Standard E 1527-13, for 12929 Cherry Avenue and 12565 S West Torch Lake Drive, Rapid City, Antrim County, Michigan. The property was being acquired by the MDNR to expand the public boat access on the south end of Torch Lake. The subject property was comprised of two (2) separate, but adjacent, parcels.

One was a vacation lodge and the other was a former gas station and Part 213 Leaking Underground Storage Tank (LUST) Site. Results of the Phase I ESA indicated recommended environmental conditions exist and a **Phase II Investigation** was recommended. The Phase II consisted of utilizing a truck mounted Geoprobe to install ten (10) soil borings. Soil and groundwater samples were collected. Several compounds in both soil and groundwater exceeded generic Part 201 criteria; therefore, the subject property was be considered a “facility” according to Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451 and a **Baseline Environmental Assessment** was conducted.

Project 2 Reference Information:

Project Name: Aurora Cellars Phase I ESA, Phase II Investigation, Baseline Environmental Assessment and Documentation of Due Care Compliance, Site Specific Criteria Determination and Small Business Administration (SBA) Reliance letter

Project Address: 7788 E Horn Road, Lake Leelanau, Michigan

Key Personnel: Trevor Painter, Jill Auger

Contact: Michael Lindsey, The Huntington National Bank, (614) 331-8247

Global was retained by the Huntington National Bank to conduct a **Phase I Environmental Site Assessment** (Phase I ESA) in conformance with American Society for Testing and Materials (ASTM) Standard E 1527-13, for 7788 E Horn Road, Leland Township, Leelanau County, Michigan. Based on information obtained from a review of the historical resources provided to Global by Environmental Data Resources (EDR), tax assessment cards and interviews, it was determined that the residential building (farm house) on the northwest corner of the subject property was first developed prior to 1938. The farm house was remodeled in 2008 to be used as a rental for the winery and currently utilizes propane for heating.

The commercial building located on the southcentral portion of the subject property was constructed in 2008 and is currently operated as a winery. A large percentage of the 37-acre subject property was utilized as a fruit orchard from prior to 1938 through to the 1970s. It was a common practice from the 1930s through to the 1970s to use lead arsenate (an insecticide) to control insects on fruit trees. It is possible that lead arsenate was used on the subject property while it was operated as an orchard. The potential historical use of lead arsenate on the subject property was a Recognized Environmental Condition (REC). It was the opinion of Global that the assessment revealed evidence of Recognized Environmental Conditions (RECs) on the subject property in the form of the potential historic use of lead arsenate as an insecticide on the subject property.

Global conducted a **Phase II Investigation** based on the RECs identified in the Phase I ESA Report. Sampling the soil in the area of the former orchard was completed. All of the soil samples exceeded the cleanup criteria for Residential Drinking Water Protection (DWP) Criteria, Residential Direct Contact (DC) Criteria, Nonresidential Drinking Water (DW) Criteria, and concentrations exceeding the most restrictive State of Michigan Cleanup Criteria Requirements for Response Activity (Formerly the Part 201 Generic Cleanup Criteria and Screening Levels), therefore, the subject property is considered a “facility” according to Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451. Section 26(1)(c) of Part 201. A Baseline Environmental Assessment and Documentation of Due Care Compliance (DDCC) including a Request for EGLE Review - Response Activity Plan to Comply with 7a(1)(b) or 7a(2) was prepared and submitted.

Based on the current property use and the potential for children and laborers by the National Rural Development Coordinating Committee (NR-DCC) to be on the subject property, review of the Due Care Compliance Plan resulted in the need to request Site-Specific Criteria for the levels of arsenic in the soils. Global completed the necessary documentation and met with toxicologists from EGLE to complete the

request. Site-Specific Criteria were determined by EGLE and the levels of arsenic at the subject property were below the calculated values.

Project 3 Reference Information:

Project Name: Commercial Property, Phase I ESA, Phase II Soil Gas Sampling

Project Address: Suttons Bay, Michigan

Key Personnel: Trevor Painter, Jill Auger

Contact: Ian Hollands, State Savings Bank (231) 943-2543, ihollands@ssbankmi.com

Global was retained by the State Savings Bank to conduct a **Phase I Environmental Site Assessment** (Phase I ESA) in conformance with American Society for Testing and Materials (ASTM) Standard E 1527-13, at a commercial property in Suttons Bay, Michigan. Global reviewed standard environmental records sources to determine if there were any sites relevant to ASTM Standards and within the ASTM approximate minimum search distance. Of the sites identified in the radius report, one (1) property was considered to represent a concern for the subject property. The property adjacent to the north operated was a dry cleaner historically. Impacts to soil, groundwater, soil gas, and indoor air were identified on the former dry cleaner property. The proximity of this site to the subject property represented a concern for the subject property.

It was the conclusion of the Phase I ESA that Recognized Environmental Conditions existed on the subject property in the form of the adjacent parcel to the north operated as a dry-cleaning facility from approximately 1937 through 2013. Groundwater and soil contamination have been documented on the adjacent property at levels that exceed screening levels for the volatilization to indoor air pathway (VIAP). Soil gas and indoor air samples were also found to exceed these screening values, indicating the pathway is likely complete and unacceptable exposures may be occurring. Due to the proximity of this property to the subject property, additional investigation was warranted to adequately characterize the risk to occupants of the subject property.

Global conducted a limited soil gas investigation (**Phase II**) at the subject property which included the installation of two (2) soil gas points on the exterior portion of the building and two (2) vapor pins within the interior of the basement. Two (2) 6-inch soil gas points were installed in the vicinity of the parking area and near the air conditioning unit along the northern property line. Global adhered to the installation and sampling procedures established in EGLE's May 2013 Guidance Document for the Vapor Intrusion Pathway. The samples were analyzed by Method TO-15, for toxic organic substances found in soil gas and air samples.

Analytical results indicated that soil gas impacts on the subject property existed at concentrations that exceed the Recommended Interim Action Screening Levels (RIASLs). Time-Sensitive RIASLs were also exceeded, which indicates additional investigation was warranted immediately to adequately characterize the risk to human health. Tetrachloroethylene (PCE) and trichloroethylene (TCE) were identified. These

exceedances indicate that there is the potential for the VIAP to be complete. In other words, soil gas contamination exists on the subject property at concentrations high enough to potentially impact the indoor air quality at levels that exceed the health-based levels for human exposure. Global recommended a site-wide assessment and monitoring to characterize risk and/or mitigation. The project was postponed for the current property owner to consider their options.

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

Project 1 Reference Information:

Project Name: Multi-Phase Extraction Remediation System

Project Location: Linden, MI

Contact: Christie Santiago, 248-414-1431, christie.santiago@pmenv.com

Key Personnel: Darrell Pierce, Alex Fancy, Robert Hikade, Brent McBride

Global was contracted to **build-out and install a multi-phase extraction system** in Linden, MI. The system included a rotary lobe blower, 22 pneumatic QED groundwater extraction pumps, iron sequestration injection system, 500-gallon holding tank, bag filtration, lead/lag 1,000-pound liquid phase GAC vessels with a discharge line to the local storm sewer for discharge under NPDES permit. The treatment system is controlled from an electrical control panel with PLC and auto-dialer for remote call outs. The MPE system is housed in a CONEX box, placed on a concrete slab with a 9-foot wooden fence surrounding the system, and with class I, Div. II electrical and controls for hazardous locations. A rotary screw air compressor, air dryer and control panel were installed at the rear entrance of an existing structure, which was remodeled to meet climate control measures and soundproofing requirements. The basement area of the commercial building houses three manifolds: one to supply compressed air to the groundwater extraction pumps, one to consolidate and convey water from the extraction wells to the MPE system enclosure, and the third to consolidate and convey soil vapor from the extraction wells. Underground lines were installed from the basement to the MPE treatment building. Global has provided **O&M** 3x/week, NPDES permit compliance sampling, routine maintenance, and activated carbon change out services at this system since February 2022 when the system began operation.

Project 2 Reference Information:

Project Name: RACER/Buick City Lagoon Remediation

Project Location: Flint, MI

Contact: RACER Trust, Grant Trigger, 313-670-6226, gtrigger@racertrust.org

Key Personnel: Alex Fancy, Robert Hikade, Brent McBride, Drew Zeigler

The redevelopment of a former manufacturing facility in Flint, MI called for the treatment of surface water and Global **designed, installed, and operated** a unique and cost-effective solution with a modular treatment system and remote solar-powered telemetry. The **treatment process** utilized nine 2,000-pound

GAC vessels plumbed in a series of three which allows for variations in flow rates and easy isolation and removal of individual vessels and treatment trains ultimately giving the client the ability to maximize limited redevelopment funds while still achieving the required treatment results.

The telemetry alarm system was completely solar-powered and included a high differential pressure shut-down and cellular callout to alert Global if service was required. This provides the highest possible operational efficiency as the system can run effectively without oversight. Global technicians were available on-site within three hours in the event of an alarm. Throughout the 3-month period of the project, Global treated and discharged approximately 6,500,000 gallons of water.

Project 3 Reference Information:

Project Name: Former Ford Wixom Plant

Project Address: Wixom, MI

Key Personnel: Alex Fancy, Robert Hikade, Chris Livingston, Brent McBride

Contact: Casey Armstrong, 517-507-2335, carmstrong@manniksmithgroup.com

Global provided a temporary **treatment system** from summer of 2019 through the spring of 2021 to remove, treat, and discharge contaminated wastewater, from various open structures located throughout the property to facilitate site redevelopment activities. Global designed and provided a 100 GPM treatment system consisting of a dewatering pump, sand filtration with automatic backwashing, 5-micron bag filtration, lead/lag impregnated zeolite beds, lead/lag activated carbon beds, and pH adjustment skid. Water was pumped through the treatment system and discharged to the City of Wixom POTW at a maximum discharge of 75,000 gallons per day. Global provided daily onsite monitoring in order to respond rapidly to the changing site conditions and routine system maintenance requirements. The treatment system was winterized to allow for year-round operation.

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

Project 1 Reference Information:

Project Name: City of Flint Water Service Center

Project Address: 3300 East Court Street, Flint, Michigan

Key Personnel: Jill Auger, Trevor Painter, Robert Hikade

Contact: Dwight Cummings, EGLE Lansing, (517) 245-3931, cummingsd@michigan.gov

Global was retained by the Michigan Department of Environmental Quality (now Michigan Department of Environment, Great Lakes and Energy – EGLE) to conduct a **Final Assessment Investigation** and report under the Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA), 1994 P.A. 451, as amended, on property located in the City of Flint utilized as the City of Flint Water Department

Service Center. This project was awarded and is currently being conducted under the 2019 ISID. The subject property consists of a large warehouse and attached administration building. The property had three (3) former underground storage tanks (USTs) on the subject property (10,000-gallon gasoline UST, 5,000-gallon diesel UST and 1,000-gallon gasoline UST). The tanks were removed from the ground previously, a release was confirmed and is a Part 213 Leaking Underground Storage Tank (LUST) Site.

As part of the Final Assessment on-site investigation Global conducted the following tasks: a ground penetrating radar (GPR) and electromagnetic (EM) survey was completed to locate any possible underground storage tanks (USTs) and utilities in specified area of the site; conduct a site survey to locate site features including buildings, utilities, fences, etc., and all soil boring locations and monitoring wells; install over thirty (30) soil boring locations and five (5) monitoring wells for groundwater and soil sample collection; and install three (3) soil vapor pins for soil gas sample collection. As part of the onsite study, **a sewer camera** was utilized to **inspect the interior utilities** (location and terminus of interior floor drains). Under the direction of the EGLE Project Manager, Global has conducted on-site soil and groundwater investigations and soil vapor investigations.

The purpose of the environmental investigation was to define and characterize the vertical and horizontal extent of soil and groundwater contamination for the purpose of preparing a Final Assessment Report. To determine the extent and distribution of soil and groundwater contamination associated with this site, Global conducted soil borings and obtained soil and groundwater samples for chemical analysis. The soil borings were advanced utilizing a track mounted GeoProbe® DT66. Soils were continuously screened using handheld photoionization detector (PID), as well as visually and olfactory for evidence of contamination. In addition, the soil classification was determined and recorded for use in soil boring log preparation and potential future remediation options.

Once results of the investigations were reviewed, the scope of work was updated to include preparation of a Technical Memo in place of a Final Assessment Report (FAR) and two (2) years of quarterly monitoring of the five (5) monitoring wells and three (3) soil vapor pins. A Technical Memo was completed in December 2020 and quarterly sampling continued.

The scope of work was updated to include the installation of an additional of five (5) soil vapor pins. Quarterly sampling of soil vapor pins continued to December 2022 in addition to monthly vacuum extraction events from March 2021 to February 2022. Once the results of the latest quarterly vapor pin results have been received, Global will compile the data and prepare an Approved Project Completion (APC) Report.

This project involved extensive planning and scheduling between the City of Flint Water Services Department and the EGLE.

Project 2 Reference Information:

Project Name: Distribution Center

Project Address: Lansing, Michigan

Exhibit B- Project Experience

Prepared by Global Environmental Engineering Company LLC

Key Personnel: Jill Auger, Trevor Painter, Robert Hikade
Contact: Client Confidential

Global was retained by a private client (potentially responsible party) to conduct an investigation, feasibility study and prepare a closure report for a distribution center in an industrialized area as a result of a leaking underground storage tank.

Global conducted environmental investigations, remedial actions, regulatory reporting and negotiations at the Part 213 LUST site. Three former underground storage tanks were removed from the site and two separate confirmed releases occurred at the site. An investigation indicated that soil and groundwater contamination existed at the site. Remedial activities at this site included the installation and operation of a Pump and Treat System utilizing an air stripper for groundwater treatment. Subsequent to treatment, results of sampling indicated that groundwater contamination exceeding the Residential Drinking Water (DW) Criteria.

In 2017, additional investigations were conducted to further characterize the site, evaluate the exposure pathways and determine the light non-aqueous phase liquid (LNAPL) body and included ground penetrating radar (GPR) for the purposes of closing the site. Additional investigations including further definition and characterization of the vertical and horizontal extent of soil contamination, install LNAPL recovery and sentinel wells, and sample the utility backfill. **Utility inspection** consisted of screening and sampling the utility backfill utilizing an **air knife**. Quarterly sampling was conducted on the monitoring wells and catch basins. Site-Specific Volatilization to Indoor Air Criteria (VIAC) was also requested from EGLE.

Global is currently in the process of evaluating the data and exposure pathways, and preparing a Conceptual Site Model (CSM). Once complete, Global will prepare a Final Assessment Report (FAR) with a draft Restrictive Covenant (RC) for submittal to EGLE.

Project 3 Reference Information:

Project Name: Heidi's Market, Schwerin Ltd.
Project Address: State Road, Davidson, Michigan
Key Personnel: Jill Auger, Trevor Painter, Robert Hikade, Alex Fancy, Desiree Yaksic,
Contact Name and phone number: Heidi Schwerin (810) 653-0324, no email address
Project Description: Specialty Subsurface and Utility Inspection

Global was retained by a private client (potentially responsible party) to conduct an investigation and regulatory reporting for Heidi's Market, Schwerin Ltd. in Davison, Michigan as a result of a leaking underground storage tank.

Global evaluated the conditions at the site with regard to risk-based corrective action (RBCA) criteria. Due to the fact that the source of the impact (the former 6,000-gallon unleaded gasoline UST) had been identified and properly closed in place, all primary sources were eliminated. The remaining sources for

contaminants were the impacted groundwater within the UST excavation, as well as, the contaminants adsorbed to the soil particles within the saturated water-bearing zone.

Groundwater impacted from the release of unleaded gasoline from the closed 6,000-gallon UST was identified and defined. The dissolved groundwater plume exists beneath a large portion of the northern section of the project site. Contaminants of concern (COCs) at the site include BTEX compounds (collectively known as benzene, toluene, ethylbenzene, and xylene) and trimethylbenzene isomers.

Additional investigations were conducted to further characterize the existing contamination, as well as, the light non-aqueous phase liquid (LNAPL) body. Work conducted on-site as part of the additional investigations consisted of the following general tasks: Ground penetrating radar (GPR) to determine the location of public and private underground piping and utilities on-site; saturated and unsaturated zone sampling, groundwater sampling, evaluating the drinking water exposure pathway, conducting a vapor intrusion assessment, catch basin sampling and utility inspection. **Utility inspection** consisted of screening and sampling the utility backfill utilizing an **air knife**.

Global has completed four rounds of seasonal indoor air and catch basin sampling. Presently, Global is conducting semi-annual sampling. A Final Assessment Report (FAR) is being prepared which will include a conceptual site model (CSM) and remedial alternatives. Once the remedial action is selected and completed, site closure will be sought.

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

Project 1 Reference Information:

Project Name: Kingsburry Farm Spill

Project Address: Attica, MI

Key Personnel: Alex Fancy, Robert Hikade

Contact: Jake Potter, Young's Environmental Cleanup, 810-789-7155, jpotter@yeci.us

Global was retained by Young's Environmental Cleanup (Young's) to facilitate **soil excavation** oversight activities at the Kingsburry Farm Property located in Attica, MI. In February 2022, the property owner reported a release of diesel fuel from a 1,000-gallon diesel fuel above ground storage tank (AST). During cleanup activities, Global screened soils and collected a total of twenty (20) verification of soil remediation (VSR) samples from the excavation area. Upon completion of field activities, a Spill Response Summary Report was prepared and provided to the client.

Project 2 Reference Information:

Project Name: Auburn Hills Spill Response

Project Address: Auburn Hills, MI

Key Personnel: Robert Hikade

Contact: Jake Potter, Young's Environmental Cleanup, 810-789-7155, jpotter@yeci.us

Project Description: Soil Excavation/Emergency Response Activities

Global was retained by Young's Environmental Cleanup (Young's) to facilitate **soil excavation** oversight activities at a commercial property located in Auburn Hills, MI. In November 2021, a service vehicle released approximately 30-gallons of diesel vehicle onto a gravel parking lot. During cleanup activities, Global screened soils and collected a total of twelve (12) verification of soil remediation (VSR) samples from the excavation area. Upon completion of field activities, a Spill Response Summary Report was prepared and provided to the client.

Project 3 Reference Information:

Project Name: Residential Heating Oil Tank Pull

Project Address: 2039 Northshore Drive, Walloon Lake, Michigan 49796

Key Personnel: Jill Auger

Contact: Nancy Rushlow, (231) 881-4296, northernisky@sbcglobal.net

Global was retained by a homeowner to oversee the **underground storage tank removal** and sample the excavation of an approximately 550-gallon home heating oil tank. Global was on-site to observe the excavation and collect three soil samples, one from under each end of the former tank location and one from under the location of the pipe run.

Samples were collected from the floor of the excavation which was approximately 6-feet below ground surface (bgs). Samples were analyzed for polynuclear aromatics (PNAs) and BTEX (collectively known as benzene, toluene, ethylbenzene and xylene), common compounds of concern found in home heating oil. Sampling and analysis were performed in accordance with Former Michigan Department of Environmental Quality (MDEQ), now Department Environment, Great Lakes, and Energy of Energy (EGLE) Site Assessments for Underground Storage Tank systems (form BFS-3881). A report including a figure depicting the excavation and sample locations and photographs was prepared.

Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

Project 1 Reference Information:

Project Name: Private Client

Project Address: Undisclosed location

Key Personnel: Jill Auger, Trevor Painter, Robert Hikade, Alex Fancy

Contact: Client Confidential

Project Description: Vapor Intrusion Assessment

The site consists of a dissolved phase groundwater plume extending from a manufacturing facility. Wastewater containing chlorinated solvents, namely Trichloroethylene (TCE), was discharged onto the ground surface. Contamination migrated to the aquifer and ultimately ended up impacting several residential wells. The Township of Oscoda extended municipal water utilities to the area. The United States Environmental Protection Agency (USEPA), the lead agency at the site, directed the implementation of a remedy for the facility through a Record of Decision (ROD). The ROD requires the operation of a purge and treat remedial system until applicable clean up criteria are met. The ROD was later amended through an Explanation of Significant Differences to include an additional remediation system and Institutional Controls. The remedy consisted of a pump and treat system which utilized granular activated carbon to treat the groundwater before discharging to a nearby surface water.

Global worked extensively with the community, local government, health department, Michigan Department of Environment Quality (MDEQ), now Michigan Department of Environment, Great Lakes and Energy (EGLE), and the USEPA to enact institutional controls that were protective of human health. The Institutional Controls at the site took the form of a Local Ordinance restricting groundwater use in the affected area. Global conducted groundwater well surveys, abandoned existing private wells, and acted as a proxy to the community and government on behalf of the Client. The Local Ordinance for the site was the 29th of its kind passed in the State and was considered incredibly successful due to the collaboration of multiple units of government facilitated by Global. This collaboration and intensive community involvement led to Global having an excellent rapport in the AuSable Township community.

Responsibilities include weekly site visits to inspect equipment, record significant treatment system data, and collect samples; sample groundwater monitoring wells and conduct hydraulic monitoring on a quarterly basis; analyze quarterly monitoring data and submit quarterly reports to the Michigan Department of Environmental Quality and the U.S. Environmental Protection Agency, participate in discussions regarding state and federal requirements; prepare and implement Institutional Controls Work Plan for U.S. EPA and other activities to keep the site in compliance. The project is ongoing.

In 2017, as part of requirements for surface water discharge permit, Global sampled the influent, after the first tank, after the second tank, the effluent of the pump and treat system and an upgradient monitoring well for per- and poly- fluoroalkyl substances (PFAS). PFAS were determined not to be a concern at this site, however, continues to be a prevalent problem in the surrounding area.

Since 2021, Global has been the lead local consultant for this project. Efforts have focused on increasing the efficacy of the existing remedies and the characterization of the indoor air pathway (VIAP). A robust onsite and downgradient investigation, including the **installation and sampling of Vapor Pins™, nested soil gas sample points, and indoor air sampling** is ongoing on an approximately quarterly basis to account for seasonality to address VIAP. Prior to installation of nested soil gas points and vapor pin, Ground Penetrating Radar was utilized to locate any subsurface utilities or objects. Results are continually evaluated to determine the need for additional characterization or response activities.

Global has prepared and revised several Work Plans for Agency review to characterize relevant pathways and resolve existing data gaps in site characterization. Work Plans include additional characterization for groundwater and soil gas. Additionally, the Quality Assurance Project Plan (QAPP) has been updated to capture changes in scope and sampling methodologies. The updated QAPP confirms the collection and generation of defensible data, which facilitates the revision of the Conceptual Site Model (CSM), as necessary, and ensures Data Quality Objectives (DQOs) are met.

Project 2 Reference Information:

Project Name: Commercial Property, Phase I ESA, Phase II and Soil Gas Sampling

Project Address: Suttons Bay, Michigan

Key Personnel: Trevor Painter, Jill Auger

Contact: Ian Hollands, State Savings Bank (231) 943-2543, ihollands@ssbankmi.com

Project Description: Vapor Intrusion Assessments

Global was retained by the State Savings Bank to conduct a Phase I Environmental Site Assessment (Phase I ESA) in conformance with American Society for Testing and Materials (ASTM) Standard E 1527-13, at a commercial property in Suttons Bay, Michigan. Global reviewed standard environmental records sources to determine if there were any sites relevant to ASTM Standards and within the ASTM approximate minimum search distance. Of the sites identified in the radius report, one (1) property was considered to represent a concern for the subject property. The property adjacent to the north operated was a dry cleaner historically. Impacts to soil, groundwater, soil gas, and indoor air were identified on the former dry cleaner property. The proximity of this site to the subject property represented a concern for the subject property.

It was the conclusion of the Phase I ESA that Recognized Environmental Conditions (RECs) existed on the subject property in the form of the adjacent parcel to the north operated as a dry-cleaning facility from approximately 1937 through 2013. Groundwater and soil contamination have been documented on the adjacent property at levels that exceed screening levels for the volatilization to indoor air pathway (VIAP). Soil gas and indoor air samples were also found to exceed these screening values, indicating the pathway is likely complete and unacceptable exposures may be occurring. Due to the proximity of this property to the subject property, additional investigation was warranted to adequately characterize the risk to

occupants of the subject property.

Global conducted a limited soil gas investigation (Phase II) at the subject property which included the **installation and sampling of two (2) soil gas points** on the exterior portion of the building and **two (2) vapor pins** within in the interior of the basement. Two (2) 6-inch soil gas points were installed in the vicinity of the parking area and near the air conditioning unit along the northern property line. Global adhered to the installation and sampling procedures established in EGLE's May 2013 Guidance Document for the Vapor Intrusion (VI) Pathway. The samples were analyzed by Method TO-15, for toxic organic substances found in soil gas and air samples.

Analytical results indicated that soil gas impacts on the subject property existed at concentrations that exceed the Recommended Interim Action Screening Levels (RIASLs). Time Sensitive RIASLs were also exceeded, which indicates additional investigation was warranted immediately to adequately characterize the risk to human health. Tetrachloroethylene (PCE) and trichloroethylene (TCE) were identified. These exceedances indicate that there is the potential for the VIAP to be complete. In other words, soil gas contamination exists on the subject property at concentrations high enough to potentially impact the indoor air quality at levels that exceed the health-based levels for human exposure. Global recommended a site-wide assessment and monitoring to characterize risk and/or mitigation. The project was postponed for the current property owner to consider their options.

Project 3 Reference Information:

Project Name: City of Flint Water Service Center

Project Address: 3300 East Court Street, Flint, Michigan

Key Personnel: Jill Auger, Trevor Painter, Robert Hikade

Contact: Dwight Cummings, EGLE Lansing, (517) 245-3931, cummingsd@michigan.gov

Global was retained by the Michigan Department of Environmental Quality (now Michigan Department of Environment, Great Lakes and Energy – EGLE) to conduct a **Final Assessment Investigation** and report under the Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA), 1994 P.A. 451, as amended, on property located in the City of Flint utilized as the City of Flint Water Department Service Center. This project was awarded and is currently being conducted under the 2019 ISID. The subject property consists of a large warehouse and attached administration building. The property had three (3) former underground storage tanks (USTs) on the subject property (10,000-gallon gasoline UST, 5,000-gallon diesel UST and 1,000-gallon gasoline UST). The tanks were removed from the ground previously, a release was confirmed and is a Part 213 Leaking Underground Storage Tank (LUST) site.

As part of the Final Assessment on-site investigation Global conducted the following tasks: a ground penetrating radar (GPR) and electromagnetic (EM) survey was completed to locate any possible underground storage tanks (USTs) and utilities in specified area of the site; conduct a site survey to locate site features including buildings, utilities, fences, etc., and all soil boring locations and monitoring wells; install over thirty (30) soil boring locations and five (5) monitoring wells for groundwater and soil sample

collection; and install three (3) soil vapor pins for soil gas sample collection. Under the direction of the EGLE Project Manager, Global has conducted on-site soil and groundwater investigations and soil vapor investigations.

The purpose of the environmental investigation was to define and characterize the vertical and horizontal extent of soil and groundwater contamination for the purpose of preparing a Final Assessment Report (FAR). To determine the extent and distribution of soil and groundwater contamination associated with this site, Global conducted soil borings and obtained soil and groundwater samples for chemical analysis. The soil borings were advanced utilizing a track mounted GeoProbe® DT66. Soils were continuously screened using handheld photoionization detector (PID), as well as visually and olfactory for evidence of contamination. In addition, the soil classification was determined and recorded for use in soil boring log preparation and potential future remediation options.

Once results of the investigations were reviewed, the scope of work was updated to include preparation of a Technical Memo in place of a FAR and two years of quarterly monitoring of the five (5) monitoring wells and **three (3) soil vapor pins**. A Technical Memo was completed in December 2020 and quarterly sampling continued.

The scope of work was updated to include the installation of an **additional five (5) soil vapor pins**. **Quarterly sampling of soil vapor pins** continued to December 2022 in addition to monthly vacuum extraction events from March 2021 to February 2022. Once the results of the latest quarterly vapor pin results have been received, Global will compile the data and prepare an Approved Project Completion (APC) Report.

This project involved extensive planning and scheduling between the City of Flint Water Services Department and the EGLE.

EXHIBIT C- ORGANIZATIONAL CHARTS

- I. Company-Wide Organizational Chart
- II. Project-Specific Organizational Chart, Environmental Investigation/Characterization





GLOBAL

ENVIRONMENTAL ENGINEERING | TREATMENT SOLUTIONS

Organizational Structure



Alaina Korreck Zeigler
President



Darrell Pierce
Senior Project Manager



Alex Fancy
Operations Manager



Marnie Lawrence
Accounting



Trevor Painter, PE
Senior Project Manager



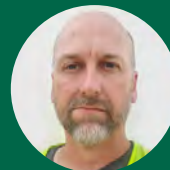
Jill Auger, PE
Senior Project Manager



Robert Hikade
Project Manager
QA/QC



Brent McBride
Project Supervisor



Chris Livingston
Project Supervisor



David Kuczera
Field Technician



Drew Zeigler
Field Technician



Desiree Yaksic
Field Technician

2023 ISID
Various Locations, Michigan
Hypothetical Organizational Chart
Environmental Investigation/Characterization

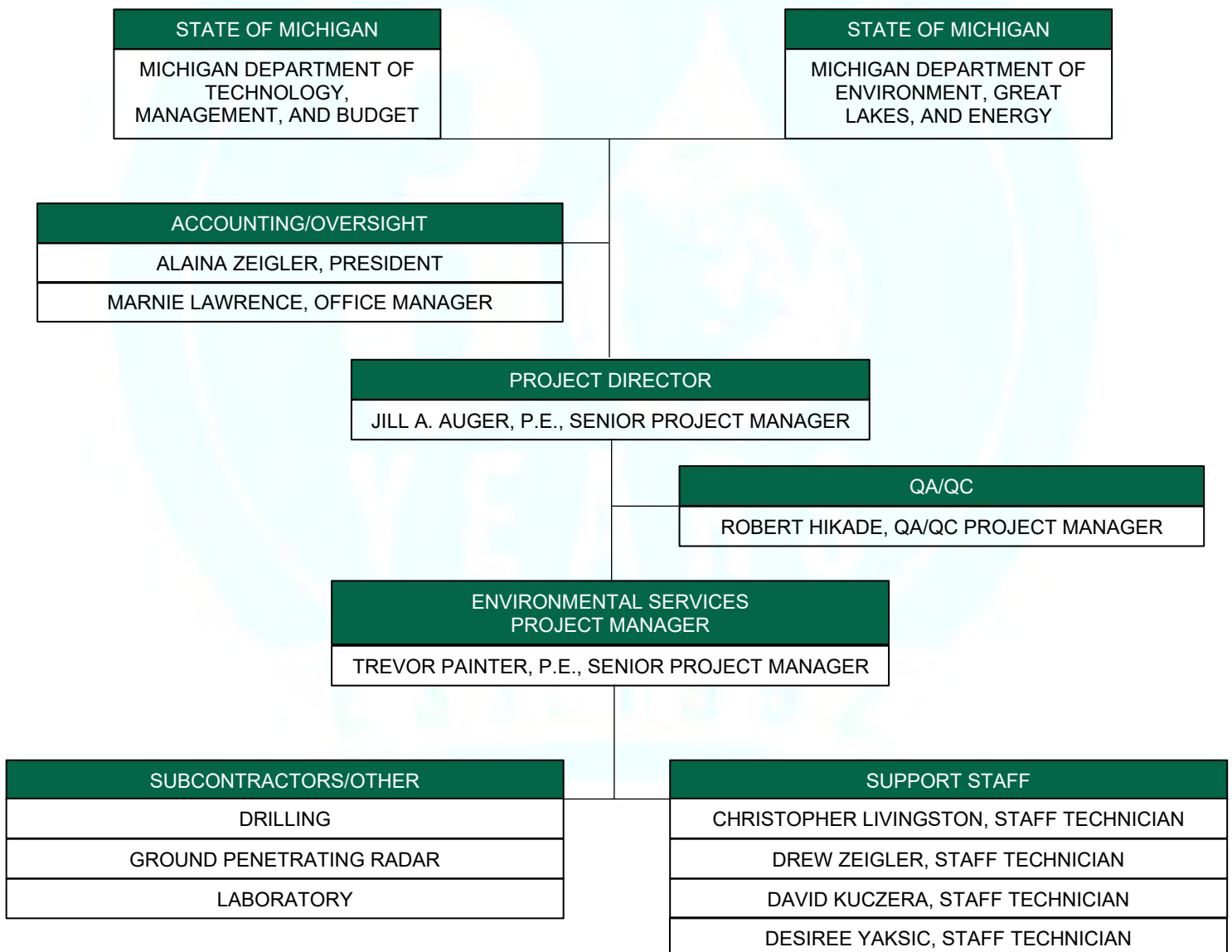


EXHIBIT D- RESUMES OF KEY PERSONNEL

- I. Jill Auger, P.E.
- II. Trevor Painter, P.E.
- III. Robert Hikade
- IV. Alexander Fancy
- V. Chris Livingston
- VI. Drew Zeigler



EDUCATION

Michigan State University
East Lansing, MI
*B.S. Civil Engineering with
Environmental Engineering
Option - 1994*

CERTIFICATIONS

Professional Engineer (P.E.)
OSHA 40-Hour HAZWOPER
EGLE Certified Industrial or
Commercial Wastewater
Treatment Plant Operator; B-3b
Environmental Professional as
defined in §312.10 of 40 CFR
312

EXPERTISE

Wastewater Treatment
Operation – Carbon Adsorption
Soil & Groundwater
Investigations
Phase I, II ESAs and BEAs
Remedial System Design,
Installation, Operation &
Maintenance

OVERVIEW

Ms. Auger is a Senior Project Manager with Global. She has been with Global since 1995 and has held several roles at with the company. Currently she serves as a Senior Project Manager on several long standing private and state funded projects for Global, overseeing all aspects of each project including scheduling, field work, regulatory review, report preparation, budgeting and invoicing.

RESPONSIBILITIES

Project work is comprised of environmental site investigations, characterizations, regulatory reporting, and sampling at Michigan Part 201/Part 213 sites; due diligence investigations and reporting; Superfund/CERCLA reporting, work plan development, and discussions related to regulatory compliance; site-specific human health risk evaluations; SPCC/PIP Plans, and large scale, time-sensitive groundwater, and soil investigations.

PROJECT EXPERIENCE

Groundwater Plume, Superfund Site, 1995-Present

Oscoda, MI

Project responsibilities include regulatory agency interactions, regular groundwater and treatment system monitoring, volatilization to indoor air pathway (VIAP) characterization, and progress reports for EPA and EGLE. Since 2021, Global has been the lead local consultant for this project. Several work plans have been prepared and revised to characterize relevant pathways and resolve existing data gaps in site characterization. The Quality Assurance Project Plan (QAPP) has also been updated to capture changes in scope and sampling methodologies. A robust onsite and downgradient investigation, including the sampling of Vapor Pins™, nested soil gas sample points, and indoor air sampling is ongoing on a quarterly basis to account for seasonality and address VIAP. Additional responsibilities include bi-weekly site visits to inspect equipment, record significant treatment system data, and collect samples; sample groundwater monitoring wells and

conduct hydraulic monitoring on a quarterly basis; sampling soil gas samples points quarterly, analyze quarterly monitoring data, and submit quarterly reports to EGLE and USEPA, participate in discussions regarding State and federal requirements; other activities to keep the site in compliance.

Investigation at Leaking Underground Storage Tank Site, 2014-Present

Lansing, MI

Global was retained by a private client (potentially responsible party) to conduct an investigation, feasibility study and prepare a Final Assessment Report for a distribution center in an industrialized area as a result of a Leaking Underground Storage Tank. Global conducted environmental investigations, remedial actions, regulatory reporting and negotiations at the Part 213 LUST site. Additional investigations were conducted to further

characterize the site, evaluate the exposure pathways, and determine the non-aqueous phase liquid (NAPL) body. Ms. Auger's responsibilities were to coordinate all on site activities relating to soil boring, well installation, utility backfill sampling, routine monitoring well sampling and waste disposal. Additionally, Ms. Auger conducts all regulatory agency correspondence and prepares all reports for the site.

Phase I ESAs, Phase II Investigations, and Baseline Environmental Assessments, 1995 to Present – MI, WI, IN, GA

Ms. Auger has extensive experience in conducting various assessments and investigations on industrial, commercial, residential, oil and gas industry properties and agricultural properties. She is well versed in the American Society for Testing and Materials (ASTM) Standard E 1527-13, Part III of EPA 40 CFR Part 312 Standards and Practices for Appropriate Inquiries; Final Rule (AAI), Part 201, 1994 PA 451 Baseline Environmental Assessments and Section 7a Compliance Analysis and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). In her twenty-eight (28) years of experience Ms. Auger has conducted over 600 due diligence reports.

Investigation at Leaking Underground Storage Tank Site, 2017-Present

Flint, MI

Global was retained by EGLE to conduct a Final Assessment Investigation and report under the Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA), 1994 P.A. 451, as amended, on property located in the City of Flint utilized as the City of Flint Water Department Service Center. Ms. Auger's responsibilities were to coordinate all on site activities relating to soil boring, well installation, utility backfill sampling, routine monitoring well sampling and waste disposal. Additionally, Ms. Auger conducts all regulatory agency correspondence, correspondence with the property representative and prepares all reports for the site. Recent activities include vacuum extraction events and collection of quarterly sub-slab soil gas samples. Future plans for the site include conducting a review of data and preparing an Approved Project Completion report.

Investigation at Leaking Underground Storage Tank Site, 2012-Present

Davison, MI

Groundwater impacted with gasoline constituents because of a Leaking Underground Storage Tank at a gas station. Global conducted a soil and groundwater investigation to delineate the contamination, installed monitoring wells, sampled groundwater semi-annually, and prepared regulatory reports. A Final Assessment Report will be prepared for the site. Ms. Auger managed the project from 2012 to 2016 and presently serves as a peer for review to the current Project manager.

SPCC/SWPP Power Plant, 2021

Hillman, MI

Global completed and certified a Spill Prevention, Control, and Countermeasure (SPCC) and a Stormwater Plan review in compliance with State and Federal rules for the storage of hazardous materials and oil. Material storage in excess of applicable thresholds was inventoried and secondary containment systems were evaluated for capacity. Ms. Auger conducted all aspects of this project. The plan was submitted to EGLE's Waste Management Division (WMD), the Local Emergency Planning Committee, and the Health Department.

Enbridge Kalamazoo River Remediation 2013-2014

Kalamazoo, MI

Global served as subcontractor to Terra Environmental Services, LLC to conduct sediment removal and water treatment for dredge operations as part of the response to the Enbridge oil spill in the Kalamazoo River. Ms. Auger supervised and conducted all aspects of water treatment from construction to operation including pipe layout and installation, geotextile bag layout and placement, polymer injection, sand and bag filtration, and activated carbon treatment. Ms. Auger served as a Certified Wastewater Treatment Operator for water treatment operations as part of the dredge operations at the Mill Ponds Division in 2013 and at the Morrow Lake dredge site in 2014.

EDUCATION

Michigan State University
East Lansing, MI
B.S. Environmental Engineering
2016

CERTIFICATIONS

OSHA 40-Hour HAZWOPER

Professional Engineer (P.E.)

EGLE Certified Industrial or
Commercial Wastewater
Treatment Plant Operator; B-3b

EGLE Certified Industrial
Storm Water Operator; A-1i

Environmental Professional as
defined in §312.10 of 40 CFR
312

EXPERTISE

Water and Wastewater
Treatment
Soil & Groundwater
Investigations
Phase I & II ESAs

OVERVIEW

Mr. Painter is a Senior Project Manager with Global. He is tasked with project oversight, technical input, report preparation/review and fieldwork/fieldwork oversight.

RESPONSIBILITIES

Project work is comprised of due diligence investigations; Michigan Part 201/Part 213 site characterization, monitoring and closure; groundwater contaminant fate and transport modeling; water/wastewater treatment; Superfund/CERCLA reporting, work plan development, and discussions related to regulatory compliance; hydrogeological studies; site-specific human health risk evaluations; SPCC/PIP Plans, and large scale, time-sensitive groundwater and soil investigations. Additional responsibilities include wastewater treatment system design, review, and certification.

PROJECT EXPERIENCE

Groundwater Plume, Superfund Site, 2015-Present

Oscoda, MI

Project responsibilities include Agency Interactions, regular groundwater and treatment system monitoring, volatilization to indoor air pathway (VIAP) characterization, and progress reports for EPA and EGLE. Since 2021, Global has been the lead local consultant for this project. Several Work Plans have been prepared and revised to characterize relevant pathways and resolve existing data gaps in site characterization. The Quality Assurance Project Plan (QAPP) has also been updated to capture changes in scope and sampling methodologies.

A robust onsite and downgradient investigation, including the sampling of Vapor Pins™, nested soil gas sample points, and indoor air sampling is ongoing on a quarterly basis to account for seasonality and address VIAP. Additional responsibilities include bi-weekly site visits to inspect equipment, record significant treatment system data, and collect samples; sample

groundwater monitoring wells and conduct hydraulic monitoring on a quarterly basis; sampling soil gas samples points quarterly, analyze quarterly monitoring data, and submit quarterly reports to EGLE and USEPA, participate in discussions regarding State and federal requirements; other activities to keep the site in compliance.

Due Diligence/Documentation of Due Care Compliance, 2020-2022

Traverse City, MI

A 60-acre parcel of wooded land was purchased for redevelopment as a sub-divided neighborhood. Historic dumping practices on the property (i.e., an old "State Dump") were identified as part of a Phase I Environmental Site Assessment. Soil impacts were identified in proximity to the historic dumping area during a Phase II Investigation. The parcel was also bound to the east by a former township dump. Documentation of Due Care Compliance included restricting access to impacted soils, exclusion zones for drinking water well installation based on groundwater flow direction and health department criteria, and soil sampling to confirm road construction did not pose a concern for exacerbating contamination.

Investigation at Leaking Underground Storage Tank Site, 2016-Present**Davison, MI**

Groundwater impacted with gasoline constituents because of a Leaking Underground Storage Tank at a gas station. Global conducted a soil and groundwater investigation to delineate the contamination, installed monitoring wells, sampled groundwater semi-annually, and prepared regulatory reports. A Final Assessment Report will be prepared for the site

Stormwater: No Potential to Discharge, 2022**Attica, MI**

Global assisted the owner of an automotive recycling facility to gain compliance with stormwater regulations by modifying existing property configuration and storage practices. Based on Global's recommendations, berms were installed on the property which facilitated the completion and submittal of a *No Potential to Discharge* stormwater application.

SPCC/PIPP Renewable Energy Power Generation Plant, 2021**Cadillac, MI**

Global completed and certified a Spill Prevention, Control, and Countermeasure (SPCC) and Pollution Incident Prevention Plan (PIPP) in compliance with State and Federal rules for the storage of hazardous materials and oil. Material storage in excess of applicable thresholds was inventoried and secondary containment systems were evaluated for capacity. The plan was submitted to EGLE's Waste Management Division (WMD), the Local Emergency Planning Committee, and the Health Department.

Documentation of Due Care Compliance/Human Health Risk Assessment, 2018-2019**Leelanau Co., MI**

Soil arsenic concentrations exceeded residential direct contact criteria, and EGLE expressed concerns for child receptors at the site for recreational exposures. Global and EGLE's Toxicology Unit developed site-specific criteria arsenic. The calculations and justifications for site-specific criteria were submitted as part of a Human Health Risk Assessment. Soil arsenic concentrations did not exceed site-specific criteria, and therefore, arsenic concentrations did represent an unacceptable risk for child receptors. With this demonstration, EGLE provided a concurrence letter for Documentation of Due Care Compliance.

Vapor Intrusion Near a Former Dry-Cleaning Facility, 2015-2017**Grand Rapids, MI**

Groundwater, soil, soil gas, and indoor air sampling were conducted near a former dry-cleaning facility in Grand Rapids, MI. Elevated indoor air concentrations of chlorinated solvents resulted in the evacuation of two occupied buildings by the Michigan Department of Health and Human Services. EPA's Emergency Response Branch mobilized to the facility and conducted an extensive vapor intrusion evaluation guided, in part, by a time sensitive groundwater sampling event. Over a three-week period, vertical aquifer profiling was conducted to characterize the horizontal and vertical extent of the dissolved-phase groundwater plume. Samples were analyzed in near real-time by a mobile laboratory.

Regulatory Reporting, Institutional Controls and Site Closure, 2014-2016**Kalkaska, MI**

A report modeling the fate and transport of dissolved petroleum constituents in groundwater was completed and submitted to the EGLE for a leaking underground storage tank facility in Kalkaska, MI. The report was used to establish an Affected Area. Institutional Controls (Local Ordinance) restricted groundwater use and require on-going property owner notification in Affected Area. Risk-based closure for the site was obtained.

EDUCATION

Oakland University
Rochester Hills, MI
*B.S. Environmental Science
Specialization in Sustainability and
Resource Management, 2013*

CERTIFICATIONS

EGLE Certified Industrial or
Commercial Wastewater Treatment
Operator; B-3b

EGLE Certified Stormwater
Operator; A-1i

Environmental Professional as
defined in §312.10 of 40 CFR 312

TRAINING

OSHA 40-Hour HAZWOPPER
OSHA 1910.120 40 CFR 312
ASTM International Risk-Based
Corrective Action at Petroleum
Release Sites Course
ITRC Vapor Intrusion Pathway
Training
Red Cross CPR/First Aid

Mr. Robert Hikade's has ten years of experience in the environmental industry and has been at Global since 2020. Mr. Hikade supports both the Environmental Engineering and Treatment Solutions divisions.

OVERVIEW

RESPONSIBILITIES

Mr. Robert Hikade's responsibilities include project management activities for Part 201 and Part 213 projects, wastewater treatment, stormwater compliance sampling/reporting, vapor intrusion (VI) projects, construction services during soil, groundwater, and/or wastewater removal, building demolition, and remedial system installation services.

PROJECT EXPERIENCE

Multi-Phase Extraction System Construction, Installation, and Operation: Ongoing Linden, MI

Global was contracted to build-out and install a multi-phase extraction system in Linden, MI. The system included a rotary lobe blower, 22 pneumatic QED groundwater extraction pumps, iron sequestration injection system, 500-gallon holding tank, bag filtration, lead/lag 1,000-pound liquid phase GAC vessels with a discharge line to the local storm sewer for discharge under a NPDES permit. Mr. Hikade assisted directly with the remediation system build activities. Additionally, Mr. Hikade has conducted routine O&M activities, compliance sampling, and NPDES permit reporting activities.

Construction Dewatering and Treatment: Ongoing Detroit, MI

Global has provided on-site water treatment services at the Gordie Howe International Bridge site through its contract with Bridging North America since March of 2020. Groundwater at this site contains low levels of per- and

polyfluoroalkyl substances (PFAS) as well as concentrations of various volatile organics, heavy metals, and polychlorinated biphenyls (PCBs). Global is currently using two granular activated carbon treatment systems in support of operations at two locations onsite, each capable of 300 gallons per minute with treated water being discharged to either the sanitary sewer on a local POTW permit or to portable water-towers for reuse on site for fugitive dust control. Mr. Hikade assists with O&M activities for the temporary treatment system onsite.

Investigation at Leaking Underground Storage Tank Site: Ongoing Flint, MI

Global was retained by EGLE under a previously awarded ISID contract to conduct Final Assessment Investigation and report under the Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA), 1994 P.A. 451, as amended, on property located in the City of Flint utilized as the City of Flint Water Department Service Center. Mr. Hikade completed field activities including oversight during vacuum extraction events and collection of quarterly sub-slab soil gas samples.

Investigation at Leaking Underground Storage Tank Site: Ongoing Davison, MI

Global was retained in by a private client (potentially responsible party) to conduct an investigation and regulatory reporting for Heidi's Market, Schwerin Ltd. in Davison, MI as a result of a Leaking Underground Storage Tank. Mr. Hikade conducted various groundwater monitoring events utilizing low-flow sampling techniques, and prepared regulatory reports as part of required EGLE Part 213 LUST closure activities.

Halogenated Solvents - Groundwater Plume, Superfund Site: Ongoing**Oscoda, MI**

Responsibilities include site visits to inspect equipment, record significant treatment system data, and collect compliance samples from the treatment system; sample groundwater monitoring wells and conduct hydraulic monitoring on a quarterly basis. A robust investigation, including the delineation of sampling of soil gas, and collection of indoor air sampling is ongoing on a quarterly basis to account for seasonality and address the volatilization to indoor air pathway (VIAP).

Spill Response/Soil Excavation Activities: 2/22**Attica, MI**

Global was retained by Young's Environmental Cleanup (Young's) to facilitate soil excavation oversight activities at the Kingsbury Farm Property located in Attica, MI. In February 2022, the property owner reported a release of diesel fuel from a 1,000-gallon diesel fuel above ground storage tank (AST). Mr. Hikade was the project manager for the project and also conducted the field activities, including screening soils with a photoionization detection (PID) for presence of petroleum VOCs and collected a total of 20 verification of soil remediation (VSR) samples from the excavation area. Upon completion of field activities, a Spill Response Summary Report was prepared and provided to the client.

Spill Response/Soil Excavation Activities: 11/21**Auburn Hills, MI**

Global was retained by Young's Environmental Cleanup (Young's) to facilitate soil excavation oversight activities at a commercial property located in Auburn Hills, MI. In November 2021, a service vehicle released approximately 30-gallons of diesel vehicle onto a gravel parking lot. Mr. Hikade was the project manager for the project and also conducted the field activities, including screening soils with a photoionization detection (PID) for presence of petroleum VOCs and collected a total of 12 verification of soil remediation (VSR) samples from the excavation area. Upon completion of field activities, a Spill Response Summary Report was prepared and provided to the client.

Groundwater Remediation, PFAS Pilot Study: 5/21-10/21**Ypsilanti, MI**

Global provided a full-scale pilot study treatment system throughout the summer of 2021 to test the effectiveness of activated carbon as a full scale PFAS mitigation strategy for groundwater at the project location. Global designed and provided a temporary treatment system consisting of an influent holding tank, automated pump skid with telemetry, 25-micron bag filtration followed by 5-micron bag filtration, and (4) 2,000-pound capacity GAC vessels plumbed in series. The treatment system was designed based on a flow rate of 50 GPM at 40 minutes of empty-bed contact time. Mr. Hikade assisted with the design of the treatment system, O&M visits, alarm response, and lead vessel activated carbon change-outs as needed.

Wastewater Remediation Activities: 6/19-5/21**Wixom, MI**

Global provided a temporary treatment system from summer of 2019 through the spring of 2021 to remove, treat, and discharge contaminated wastewater, including PFAS, from various open structures located throughout the property to facilitate site redevelopment activities. Mr. Hikade was responsible for procuring the discharge permit through the City of Wixom, collecting and submitting discharge monitoring reports to the City of Wixom WWTP, and performing routine O&M activities throughout the entire duration of the project.

Multi-Phase Extraction System Pilot Test: 10/19**Holt, MI**

Global was contracted by DLZ Corporation to provide rental, operation, and maintenance of a custom built 300 CFM multi-phase extraction (MPE) system for a 6-month duration pilot study to assess the viability of a MPE technology to remediate ground conditions at an open LUST site. Mr. Hikade assisted with routine O&M activities, collected system readings, and demobilized the system upon completion.

EDUCATION

Albion College
Albion, MI
B.A. Geology, 2013

CERTIFICATIONS

EGLE Certified Industrial or
Commercial Wastewater Treatment
Operator; B-3b, B-2a

EGLE Certified Stormwater Operator;
A-1i

State of Michigan CDL, Class A

TRAINING

OSHA 40-Hour HAZWOPER
OSHA 10
Forklift Operation
Red Cross CPR/ First Aid

OVERVIEW

Mr. Fancy is the Operations Manager for Global Treatment Solutions controlling all active projects and ongoing remediation system field services and equipment rental contracts.

RESPONSIBILITIES

As a trained Geologist and State-Certified Class B-2a (Chemical Clarification) and B-3b (Carbon Adsorption) Industrial or Commercial Wastewater Treatment Plant Operator, Alex is routinely involved in remediation system design, build, operation, estimating, and planning. He is also responsible for the maintenance and growth of Global's inventory of temporary water treatment systems, remediation equipment, and activated carbon.

PROJECT EXPERIENCE

Construction Dewatering and Treatment: Ongoing **Detroit, MI**
Global has been retained by Bridging North America since March of 2020 to treat and discharge groundwater in association with site dewatering activities. Mr. Fancy designed and implemented the installation of multiple granular activated carbon treatment systems to reduce per-and polyfluoroalkyl substances (PFAS) and volatile organics in the extracted groundwater prior to discharge to the local sewer system. To date Global has treated and discharged over 120,000,000 gallons of water from this site with a peak flow rate of 650 gallons per minute.

Multi-Phase Extraction System Construction, Installation, and Operation: Ongoing **Linden, MI**
Global was contracted to manufacture and install a 22-point multi-phase extraction system to reduce contaminants in a sub-surface plume that was the result of a historical underground storage tank release. The system includes 22 groundwater extraction pumps with granular activated carbon treatment as well as a rotary lobe blower system connected to 22 soil vapor extraction wells. Mr. Fancy's responsibilities included materials procurement, mechanical design, automation/ telemetry sequencing, field installation, and start-up of the MPE system. Global continues to provide activated carbon exchange services, EGLE B-3b certified operator, and three times weekly O&M services.

Dewatering and Treatment, Buick City Lagoon Stabilization: 5/22-11/22 **Flint, MI**
Global was contracted by RACER Trust to remove, treat, and discharge 7,000,000 gallons of impacted surface water from a former wastewater treatment lagoon at the Buick City site in Flint, MI to allow for the stabilization of sediments and backfilling of the lagoon. Mr. Fancy was responsible for the installation of a 200 gallons per minute temporary treatment system consisting of a dewatering pump with floating intake, sand filtration unit with automatic backwashing, bag filtration, and three activated carbon treatment trains consisting of three 2000-pound capacity vessels per train to reduce per-and polyfluoroalkyl substances (PFAS) prior to discharge to the

City of Flint sanitary sewer system. The treatment system included solar-powered automation and telemetry to allow for 24/7 unattended operation site visits by a Global technician to perform maintenance as needed. Global also provided on-call carbon exchange services to minimize the downtime of the treatment system to help its client meet the project schedule.

Construction Dewatering: MDOT M-90 over Black River: 7/22-10/22

Croswell, MI

Global was contracted by Dan's Excavating to design, install, and maintain a temporary water treatment system to be used to reduce contaminants in surface/ ground water removed from coffer dams prior to discharge back to the Black River on a NPDES permit. Mr. Fancy coordinated the installation of a 200 gallons per minute system consisting of solids separation, pH reduction, filtration, and adsorptive medias to include impregnated zeolite and granular activated carbon. Mr. Fancy also served as the sited Certified Operator which involved routine sampling, data review, and daily monitoring report submission on MiEnviro (formerly known as MiWaters).

EGLE County Wide Landfill Pilot Study: 10/21-02/22

Trenton, MI

Global was contracted by Arcadis of Michigan to provide chemical pre-treatment, granular activated carbon treatment, and anion exchange resin in conjunction with pilot study activities to test the reduction of per-and polyfluoroalkyl substances (PFAS) through a customer provided ozone fractionation system. Mr. Fancy designed and implemented the installation of automated extraction pumps, a break-point chlorination system for ammonia and hydrogen sulfide reduction and subsequent dichlorination using sodium bisulfite prior to integration into the ozone fractionation system. Global also implemented a granular activated carbon contactor and Anion exchange resin vessel as a final polish to the customer's PFAS reduction system. Global provided cradle to grave services including temporary power and distribution, loading/ unloading of Global and Arcadis provided equipment, automation of field equipment, temporary enclosures as needed, and disposal of PFAS impacted medias as well as concentrated liquid PFAS fractionate from customer's fractionation system.

Lower Genesee River Corrective Measures Remedial Construction: 05/21-11/21

Rochester, NY

Decanted water from dredge spoils yielded from the New York Department of Environmental Conservation's Lower Genesee River Dredging and Capping project required onsite water treatment to reduce heavy metal and volatile organics to levels below POTW acceptance criteria. Global was contracted by White Lake Dock and Dredge to design and install a 100 gallon per minute treatment system consisting of influent water storage, pH adjustment, coagulation/ flocculation, solids separation, filtration, and granular activated carbon adsorption. The treatment system was designed to operate autonomously with little oversight from the onsite contractor. Mr. Fancy's responsibilities included the development of a water management plant, design and implementation of the treatment system, waste characterization, and off-site technical support.

Enbridge Kalamazoo River Remediation: 2013-2014

Kalamazoo, MI

Global served as subcontractor to Terra Environmental Services, LLC to conduct sediment removal and water treatment for dredge operations as part of the response to the Enbridge oil spill in the Kalamazoo River. Mr. Fancy supervised and conducted all aspects of water treatment from construction to operation including pipe layout and installation, geotextile bag layout and placement, polymer injection, sand and bag filtration, and activated carbon treatment. Mr. Fancy maintained water treatment for dredge operations at the Mill Ponds Division, Ceresco, 10.5, and then ultimately served as the lead operator at the Morrow Lake dredge site in 2014. Mr. Fancy's oversaw a team of up to five technicians throughout the project.

CHRIS LIVINGSTON
Project Supervisor
Holly, MI

TRAINING

OSHA 40-Hour HAZWOPPER
OSHA 10
Hazard Recognition and Risk
Assessment- Alison

Chris Livingston is a Project Supervisor for Global Treatment Solutions and Global Environmental Engineering. Mr. Livingston has five years of experience with Global nearly twenty years' experience in the construction industry and is well versed in facilitating large-scale, complex projects with stringent health and safety requirements.

OVERVIEW

RESPONSIBILITIES

Mr. Livingston oversees environmental remediation and construction excavation dewatering projects nationwide. He has extensive experience with operation and maintenance of remediation and water/wastewater treatment systems.

PROJECT EXPERIENCE

Lagoon Dewatering and Water Treatment: Ongoing

Detroit, MI

Global has been retained as the water supply and irrigation contractor to Bridging North America since March of 2020. Mr. Livingston has been the lead site manager for the project overseeing the dewatering and treatment of impacted groundwater via two on-site lagoons. The project has included the operation of multiple dewatering pumps to maintain acceptable levels within the lagoons while using sediment filtration and activated carbon treatment to reduce contaminants to below local municipal sewer discharge criteria. To date, Global has processed over 120,000,000 gallons of water at this location with a peak flowrate of 650 GPM. During his time on the project, Mr. Livingston also provided on-call operations for the adjacent dewatering of a nearby bridge span support foundations through a 150 GPM treatment system. Mr. Livingston maintains all on-site field logs and prepares weekly system performance reports.

Lower Genesee River Corrective Measures Remedial Construction: 05/21-11/21

Rochester, NY

Decanted water from dredge spoils yielded from the New York Department of Environmental Conservation's Lower Genesee River Dredging and Capping project required onsite water treatment to reduce contaminants to levels below POTW acceptance criteria. Mr. Livingston was responsible for the onsite setup of the end-to-end water treatment service including system design, delivery and implementation including 500' of HDPE fused pipe, operation support, system decontamination, waste characterization, and carbon disposal. Project equipment included 21,000-gallon influent holding tank, diesel transfer pump with low/high float automatic start/stop, ferric chloride coagulant injection, cationic polymer injection, 18,000-gallon weir tank, 5-micron sediment filtration, lead/lag granular reactivated carbon treatment, and 1/2 micron bag filter polish. Global also developed the water management plan and site-specific health and safety plan (HASP) for the project.

Wastewater Remediation Activities: 5/19-5/21

Wixom, MI

Global provided a temporary treatment system from summer of 2019 through the spring of 2021 to remove, treat, and discharge contaminated wastewater, including PFAS, from various open structures located throughout the property to facilitate site redevelopment activities. Mr. Livingston assisted with system design and set up

which included the utilization of a carbon treatment system, sand filtration, bag filtration, and pH adjustment to reduce contaminate concentrations to acceptable levels for discharge to the City of Wixom sewer system.

Dredge Dewatering and Water Treatment: 2013-2014

Kalamazoo, MI

Global served as subcontractor to Terra Environmental Services, LLC to conduct sediment removal and water treatment for dredge operations as part of the spill response for the Enbridge oil spill in the Kalamazoo River. Mr. Livingston supervised and conducted all aspects of water treatment from construction to operation including pipe layout and installation, Geobag layout and placement, polymer injection, water treatment design and operation and troubleshooting system operation. Mr. Livingston maintained water treatment for dredge operations at the Mill Ponds Division, Ceresco, 10.5, and Morrow Lake sites. The Morrow Lake system included the operation of two 12" pumps to feed the Geobag field, two 16" pumps to feed above ground holding tanks, two 16" pumps to feed the treatment system, and one 24" pump for discharge back to the river. The project required knowledge of water treatment and fluid dynamics the ability to modify the system to comply with ever changing needs and strict adherence to safety and health regulations. Mr. Livingston oversaw a team of up to eight technicians during the project and ensured all daily field reporting and weekly logs were completed.

TRAINING

OSHA 40-Hour HAZWOPPER

CERTIFICATIONS

State of Michigan Chauffeur License

OVERVIEW

Drew Zeigler is an Environmental Field Technician for Global providing support for both company divisions. He has two-years of experience in pond and lake management and has been with Global for one year assisting with water treatment projects, remediation system construction installation and field sampling events.

RESPONSIBILITIES

Mr. Zeigler's key responsibilities are assisting with field-based activities and supporting remediation projects throughout the State of Michigan. He is also responsible for Global's facility in Holly and inventory of activated carbon and remediation system components, parts, and accessories.

PROJECT EXPERIENCE

Lagoon Dewatering and Water Treatment: Ongoing

Detroit, MI

Global has been retained as the water supply and irrigation contractor to Bridging North America since March of 2020. Mr. Zeigler was the on-site operator for the project during December of 2022, overseeing the dewatering and treatment of impacted groundwater via two on-site lagoons. His time on-site included the operation of multiple dewatering pumps to maintain acceptable levels within the lagoons while using sediment filtration and activated carbon treatment to reduce contaminants to below local municipal sewer discharge criteria and maintaining all on-site field logs and system performance reports.

Groundwater Plume, Superfund Site: Ongoing

Oscoda, MI

Mr. Zeigler support's Global's responsibilities as the lead consultant for this project by conducting the sampling of Vapor Pins™, nested soil gas sample points, and indoor air on an on-going quarterly basis. Additional responsibilities include bi-weekly site visits to inspect equipment, record significant treatment system data, sample groundwater monitoring wells, and conduct hydraulic monitoring.

Water Filtration at Power Plant: 8/22-12/22


St. Clair Shores, MI

Global was retained to provide equipment and operators for a two-week filtration project at a power production facility. Equipment included a sand, gravel, and bag filter treatment trailer capable of up to 400 gallons per minute, two 18,000-gallon weir tanks, 4" diesel trash pumps, and all necessary hoses, pipes, and fittings. Mr. Zeigler was responsible for all on-site operation and oversight and maintained the system flow rate while conducting bag filter changes and all other necessary maintenance. At the close of the project, Global conducted the cleaning and decommissioning of all treatment equipment and assisted the client with the disposal.

Dewatering and Treatment, Buick City Lagoon Stabilization: 5/22-11/22

Flint, MI

Global was contracted by RACER Trust to remove, treat, and discharge 7,000,000 gallons of impacted surface water from a former wastewater treatment lagoon at the Buick City site in Flint, MI to allow for the stabilization of sediments and backfilling of the lagoon. Mr. Zeigler assisted with the installation of a 200 gallons per minute temporary treatment system consisting of a dewatering pump with floating intake, sand filtration unit with



automatic backwashing, bag filtration, and three activated carbon treatment trains consisting of three 2000-pound capacity vessels per train to reduce per-and polyfluoroalkyl substances (PFAS) prior to discharge to the City of Flint sanitary sewer system. The treatment system included solar-powered automation and telemetry to allow for 24/7 unattended operation. Mr. Zeigler responded to system alarms to perform maintenance as needed and assisted with carbon exchange services to minimize the downtime of the treatment system to help its client meet the project schedule.

EXHIBIT E- FORMS

- I. Certification of a Michigan Based Business
- II. Responsibility Certification
- III. Acknowledgement of Addendums
- IV. Certificate of Insurance





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: 48442)
- ☐ 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: Global Environmental Engineering Company LLC

Alaina Korreck Zeigler

Authorized Agent Name (print or type)

A handwritten signature in black ink, appearing to read 'Alaina Zeigler', written over a horizontal line.

1/11/2022

Authorized Agent Signature & Date

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



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

Responsibility Certification

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

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



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: Global Environmental Engineering Company LLC

Alaina Korreck Zeigler

Authorized Agent Name (print or type)

1/11/2022

Authorized Agent Signature & Date

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



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

ACKNOWLEDGMENT OF ADDENDUMS

PSC acknowledges receipt of Addenda: No. 1 dated: 12/7/2022,

No. 2 dated: 12/21/22 No. dated:

APPENDIX 3
PROFESSIONAL CERTIFICATION
FORMS
(See pages 206 - 209)

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>
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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

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Michigan, LLC 3099 Biddle Ave Wyandotte, MI 48192 734 283-1400	CONTACT NAME: Sandra Watterson PHONE (A/C, No, Ext): 734 283-1400 FAX (A/C, No): E-MAIL ADDRESS: Sandy.Watterson@assuredpartners.com <table border="1"> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1442 426 1563 447">NAIC #</th> </tr> <tr> <td data-bbox="816 457 1433 478">INSURER A : Westchester Surplus Lines Insurance Co</td> <td data-bbox="1442 457 1563 478">10172</td> </tr> <tr> <td data-bbox="816 489 1433 510">INSURER B : Accident Fund General Insurance Company</td> <td data-bbox="1442 489 1563 510">12304</td> </tr> <tr> <td data-bbox="816 520 1433 541">INSURER C : Michigan Millers</td> <td data-bbox="1442 520 1563 541">14508</td> </tr> <tr> <td data-bbox="816 552 1433 573">INSURER D :</td> <td data-bbox="1442 552 1563 573"></td> </tr> <tr> <td data-bbox="816 583 1433 604">INSURER E :</td> <td data-bbox="1442 583 1563 604"></td> </tr> <tr> <td data-bbox="816 615 1433 636">INSURER F :</td> <td data-bbox="1442 615 1563 636"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westchester Surplus Lines Insurance Co	10172	INSURER B : Accident Fund General Insurance Company	12304	INSURER C : Michigan Millers	14508	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Westchester Surplus Lines Insurance Co	10172														
INSURER B : Accident Fund General Insurance Company	12304														
INSURER C : Michigan Millers	14508														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Global Environmental Engineering Compan 2018 South Airport Rd Traverse City, MI 49684															

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	G28166667007	10/01/2022	10/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	C0128982	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		<input checked="" type="checkbox"/>	G28176417007	10/01/2022	10/01/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	100061619	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Cont Pollution Professional	<input checked="" type="checkbox"/>		G28166667007	10/01/2022	10/01/2023	\$1,000,000 Ea Pol Cond \$1,000,000 Ea Claim

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

As required by written contract, the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees and agents are included as Additional Insured with respects to General Liability, Auto Liability and Pollution Liability. Waiver of Subrogation applies in favor of the State of Michigan with respects to General Liability, Auto Liability, and Workers Compensation. Umbrella liability is follow form and in addition to coverages evidenced.
 30 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

The State of Michigan 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 
--	--