

ISID –
Environmental
Expanded Triage
(Billing Rate)
Indefinite-Scope,
Indefinite-Delivery
Contract
R 01/19/2022



**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 SERVICES:
Indefinite Scope-Indefinite Delivery**

THIS CONTRACT, authorized this 8th Day of April in the year two-thousand and twenty - two (2022), 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 West St. Joseph Street, Lansing, Michigan, hereinafter called the Department, and

Environmental Resources Group, LLC
28003 Center Oaks Court, Suite 106
Wixom, MI 48393

The Prime Professional Services Contractor, hereinafter called the Professional.

WHEREAS the Department proposes securing professional services for:

Indefinite-Scope, Indefinite-Delivery Contract No. 00905

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

Department of Technology, Management and Budget (DTMB), State Facilities Administration (SFA), Design and Construction Division (DCD), Professional Architectural and Engineering Indefinite-Scope, Indefinite-Delivery Contract (ISID) for Minor Projects – **2022 Environmental Expanded Triage ISID Services for Cadillac, and SE Michigan Districts**

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 the professional environmental services for the Project in the study, Phase and Task sequence provided in this Professional Services Contract and to the extent authorized by the DTMB, SFA, DCD [The Department] and be solely responsible for such professional services. The Professional's services shall be performed in strict accordance with the Project.
- II. 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:

Environmental Resources Group, LLC

Firm Name



Signature

CV0052614

SIGMA Vendor Number

April 13, 2022

Date

President

Title

FOR THE STATE OF MICHIGAN:



Director, DTMB, SFA, Design & Construction

April 13, 2022

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. These various ISID minor projects may include projects where the investigation/construction costs are between five dollars (\$5,000) and five-hundred-thousand dollars (\$500,000) for this Contract.

This Contract is for professional design 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 firm. The professional environmental services required for each of these assigned projects requested by the Department/Agency may include any or all of the Tasks included in the Phase 100 – Study.

The Professional firm's environmental services shall be performed in strict accordance with this Professional Services Contract and follow the Department's approved and attached Appendix 1– Project/Program Statement.

This Contract does not warrant or imply to the Professional design firm, entitlement to perform any specific percentage (%) amount of environmental work during the life of this two (2) year Contract.

This Contract will remain in effect for two (2) year 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) option 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 one Contract 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 for this Professional Services Contract ISID Contract No., as noted on page 1, must be provided on all Project correspondence and documents. Also, you are not to provide any services or incur expenses until individual ISID Projects are assigned to this Contract (see the Article II – Compensation and the Appendix 1 – Project/Program Statement).

The Professional shall provide all professional services, technical staff, and support personnel necessary to achieve the Project as described in its Project/Program Statement, in the best interest of the State, and be 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 be 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 services required by the Department to provide it, 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 fee to the Professional will be allowed unless there is a material change made to the Project as described in its Project/Program Statement and the change in scope to the Project/Program Statement is accepted and approved in writing, by the Project Director and the Professional. 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 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 bring the Project Cost back to the Professional's original authorized Budget amount. 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 Principal 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. Before any "Key Principal Personnel/Employee" substitution takes place, the Professional shall submit a written request to the Project Director, 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 and the Director of the Department.

The Department will designate an individual to serve as the Project Director 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 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.

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 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 represents the Department's standard of care method for describing the Professional's responsibilities for providing the professional services of this Contract, but by inclusion, or omission, do not limit or exclude any regular or normal professional services necessary to accomplish the Project and be in accordance with the approved Project Budget and the industries accepted practice and standards for professional services.

However, all the services outlined in this Contract may or may not be applicable to the Project/Program Statement and will require the Professional to identify only the services that are applicable for the Project at hand. The Professional shall determine and coordinate the interface of the services required for the Project at hand and be responsible for identifying any additional services necessary to successfully complete their Project.

PHASE 100 - STUDY PHASE

Provide a complete and comprehensive environmental study consistent with the Project's Program Statement, with itemized construction cost estimates as defined by the Department.

Task 101 COORDINATION: Meet with the Project Team and define all areas of investigation. Establish Project Team responsibilities and lines of communications for the assigned Project. Review the status of the study efforts with the Project Team at such frequency and times as maybe required to achieve the Project objectives.

Present study documents to the State/Client Agency and the Department for their review at the 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated and/or critical decisions are made, whether in meetings, conversation, or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

Task 102.01 PHASE I - SITE ASSESSMENT: Conduct a Phase I - Site Characterization Assessment of the Project site, its buildings and/or structures, and the natural environment. The survey shall be performed, and reported, in accordance with the current edition of the American Society for Testing and Materials (ASTM) standard practice for E1527-05 Environmental Site Assessment, the instructions for which are part of this Contract and its specifications. The subjects of investigation within the text of this standard practice guide shall be supplemented with such other topics of investigation as may be necessary, and appropriate, to completely describe the Project site. Upon finding any definitive indication of possible defect or reaching any conclusion that a Phase II Site Assessment Investigation is necessary, photographs and additional site assessment investigations and sampling shall be performed while on-site, using manual and portable power tools and equipment.

Task 102.02 PHASE II - SITE ASSESSMENT: Upon receiving the Department's written authorization, conduct the Phase II - Site Assessment Investigations to evaluate potential defects identified in the related Phase I - Site Characterization Assessment. Submit a summary report of the Phase II - Site Assessment Investigation in accordance with the Task 110 Report format.

Task 102.03 SITE CLASSIFICATION: Determine which classification scenarios (Class 1 through Class 4) fit the Project site based on their threat to human health, safety, or sensitive environmental receptors in accordance with the Department of Environmental Quality operational memoranda and the American Society for Testing and Materials, Standard Guide for Risk-Based Corrective Action process for sites under Part 213 of the 1994 PA 451, as amended.

Task 102.04 RESEARCH: Gather and/or develop all data to evaluate and clarify the Project. Research existing data, analyze and refine the concepts of the assigned Project's Program Statement. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the information required to complete the Study for functional and operational needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance and other support features. Identify all additional research, studies, and analysis necessary to express such objectives and requirements in terms of a fully operable facility or system which will acceptably serve its intended use.

Task 103.01 INITIAL RESPONSE INVESTIGATIONS: Conduct such on-site investigations as may be necessary to assess any potential for, verify the occurrence/circumstance of, and envision the implications of, fugitive contamination. Except as may be otherwise directed by the Department, the following work of this Task shall be commenced within twenty-four (24) hours of the assignment by the Department:

- A. Perform site surveys and site investigations to identify, and initially assess, the extent of uncontrolled toxic/hazardous materials at the Project site. Conduct site Inspections to detect any immediate hazard to public health, safety, and welfare. Prescribe and oversee implementation of measures to arrest, stabilize, contain, and negate or remedy such hazards. In circumstances posing risk of fire, explosion, or release of toxic materials to the atmosphere, develop contingency response procedure plans for the affected area. Prepare submittals and provide all information necessary to secure the approval of the State and the local disaster preparedness authority having governing jurisdiction at the Project site.
- B. Recommend procedures for the safe execution of the affected State/Client Agency functions, consistent with the character and impacts of the site contamination. Provide appropriate information for notifications to personnel impacted by the site contamination, and/or for the Department of Environmental Quality's use in its public information program regarding the site contamination. Provide no statements to State/Client Agency staff, wards of the State, inmates, news media, or the public, regarding any circumstance of the site contamination.
- C. Provide, on the Department's behalf, the appropriate notifications to the Department of Environmental Quality's, State Project Manager and the local and State government agencies and identify any reportable quantities of hazardous materials that may have been released, as required by the 1994 PA 451, as amended. Provide reports required by the 1994 PA 451, as amended, and make all other required notifications to the respective enforcing agency(s).

Prepare and provide the initial response investigation(s) reports for this Task, in accordance with the Task 110 Report format or the format required by the enforcing agency.

Provide initial response services including emergency response to a new spill or source area at the request of the Department of Environmental Quality.

Task 103.02 ANALYSIS: Analyze data, information and research gathered. Create draft recommendations or results of the study and research. Upon completion of all on-site field investigation activities, prepare a complete study report. If appropriate, provide itemized construction cost estimates. The analysis will correlate, describe, and record research findings and information for the Project Team's understanding and acceptance. Transcribe and consolidate all existing data, studies, and the research analysis of Task 102 into a draft study report. Submit five (5) copies of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments.

Task 104 PRELIMINARY SITE INVESTIGATION: Conduct the following on-site Inspections, and research, as appropriate, to define the Project site and the circumstances of the site contamination:

A. Identify and analyze the character, use, history, construction, utilities, and all other pertinent built and natural features of the site, and those within any proximate area which may be impacted by, subject to, responsible for, or contributory to, fugitive contamination. Secure, for reference, all site maps utility/building/structural drawings, well/boring records, surveys, any enforcement records, and all other applicable data. Conduct additional on-site surveys and investigations as necessary to adequately define and depict the Project site. Identify all known, and suspected, contaminants and those that may be predictable from previous site usage.

B. Conduct an evaluation of the existing data based on preliminary site data and the characteristics of the contaminants, and to the extent that reasonable predictions can be made, envision the source(s), routes, and consequences of active contamination, and inspect for indications thereof.

As applicable, prepare and submit, on the Department's behalf, a site characterization plan in accordance with the 1994 PA 451, as amended. Prepare and provide preliminary site investigation report(s) for this Task in accordance with the Task 110 Report format requirements.

C. Conduct Tier 1 Assessment for sites under Part 213 of the 1994 PA 451, as amended. Gather site assessment data on source characterization, potential for exposure and degradation of beneficial uses and extent of contamination. Evaluate Tier 1 results for no action, final corrective action, interim corrective action or tier upgrade-further analysis. Prepare and provide the ninety (90) calendar day initial assessment report in accordance with the report format required by the Department of Environmental Quality.

Task 105 PROJECT WORK PLAN: Prepare a complete, cost effective, viable, and efficient, work plan to determine the extent and degree of environmental contamination at the Project site.

A. The work plan shall be consistent with the Department's approved Project/Program Statement scope of work and the governing enforcing agency's guidelines for preparation of Project work plan(s). Incorporate the Project specific adapted Project Health and Safety Plan and Quality Control/Quality Assurance Plan of Tasks 602 and 603 and the cost and schedule estimate of Task 108 and Task 109. Summarize the preliminary site investigation findings of Task 104. Develop an appropriate program of sampling and other specialized, nondestructive, investigations to adequately characterize the Project site with respect to geologic, hydrogeologic, hydrologic, topographic, surface and ground water, soil, sediment, air quality, biota, demographics, and other parameters influencing, or influenced by the contaminants, and/or affecting the vertical and horizontal dispersal and intensities of contaminants, and the migration of the same.

Support each line of site investigation with the logic and principals underlying and being applied to define test indicators, detection levels, expected background levels, and the prescribed Project work.

- B. Where Project site sample analysis is to be by other than the Professional firm's own staff, or subcontracted laboratory, the work plan shall include, as appendixes, a listing of the type, method, and number, of environmental tests to be performed and an inventory of all sampling supplies required. The work plan shall be objectively composed and shall not identify the Professional, by name, as performing any part of the work plan. This document shall be so comprehensive, definitive, clearly presented, and self-contained, that the intended work may readily be competitively bid from that document. Review the work plan with the Project Team and revise as required. Where the Project requires, submit the work plan in accordance with the 1994 PA 451, as amended.

Submit the work plan and report in accordance with the Task 110 Report work plan format requirements.

Task 106 REMEDIAL INVESTIGATION/SITE ASSESSMENT: Direct, or as appropriate supervise, the Phase 600 and 700 related Tasks of this Contract for site specific surveys, sampling, and subsurface investigations as necessary to fully identify and/or monitor the circumstances of contamination.

Task 106.01 Conduct all site investigation work in accordance with the requirements of the accepted Project work plan (and such extensions and modifications thereof as the governing enforcement authority may require), and with the Project schedule. Notify the Department and the governing enforcing agency of all sampling with adequate advance notification to allow for their participation.

Task 106.02 Provide a summary report of all findings and determinations. Include and analyze the results of all laboratory testing. Conduct dispersion modeling as appropriate. Identify and define all geological parameters having influence. Depict the results of all data to graphically show the location(s), vertical and horizontal extent, profiles, and intensities of the site contamination, any plume orientation/rate of dispersion, and the characteristics of any impacted soils and surface/ground water. Identify all computer programs used to reduce, analyze, and otherwise use data. Analyze and provide a risk assessment of the site contamination consistent with the United States Environmental Protection Agency (USEPA) and the Department of Environmental Quality evaluation criteria.

The finalized report shall be sufficiently objective, comprehensive, and inclusive that no other reference will be required to understand the circumstances of the site contamination, determine the appropriate method of remediation, and submit proposals for its design. Submit the remedial investigations reports in accordance with the Task 110 Report format requirements.

- Task 106.03 Conduct Tier 2 Assessment: Upon receiving the Department's written authorization, to consider site-specific target levels (SSTLs) and appropriate points of compliance in accordance with the Department of Environmental Quality operational memoranda and the American Society for Testing and Materials, Standard Guide for Risk-Based Corrective Action process. Evaluate the results of Tier 2 for no action, final corrective action, interim corrective action or tier upgrade. Provide a summary report of the Tier 2 assessment in accordance with the report format required by the Department of Environmental Quality.
- Task 106.04 Conduct Tier 3 Assessment: Where the Project requires under Part 213 of the 1994 PA 451, as amended. Upon receiving the Department's written authorization, conduct Tier 3 assessment to consider a more refined site-specific target levels to improve the accuracy of the applicable models in accordance with the Department of Environmental Quality operational memoranda and the American Society for Testing and Materials, Standard Guide for Risk-Based Corrective Action process. Evaluate the results of Tier 3 for no action, final corrective action or interim corrective action. Provide a summary report of the Tier 3 assessment in accordance with the report format required by the Department of Environmental Quality.
- Task 106.05 Conduct a Site Characterization: By collecting sufficient data to understand source area(s), define the nature and extent of contamination, understand contaminant transport and exposure pathways, and design a remediation system. Conduct a feasibility study to select a viable and most economical remedial alternative for implementation as a corrective action plan at the site. Prepare the final assessment three- hundred and sixty-five (365) calendar day report. Prepare a closure report for the sites qualified for closure under Part 213 of the 1994 PA 451, as amended. Provide the reports in accordance with the report format required by the Department of Environmental Quality.
- Task 106.06 BUILDINGS / AIR QUALITY: Define and conduct the appropriate testing program to confirm and/or establish the existing baseline/ambient air quality for the site/building(s)/facility and to identify any level(s) of contamination therein.
- A. Determine the local air quality as reported by most current air quality report of the Department of Environmental Quality, Air Quality Division. Such program shall consist of one (1) or more sampling stations on-site and upwind of buildings. Within buildings and structures, identify and sample appropriate areas of homogeneous use, common air supply/return/circulation. Provide a minimum of three (3) samples per area known to contain hazardous materials or sources of contamination as well as one (1) or more representing the main ventilation system air return within each mechanical room, boiler room, and utility tunnel, at all open space or above ceiling plenums, and at such other locations as may represent quantifiable areas having common air supply or circulation characteristics.
 - B. Present test results in comparison to standard limits of concentrations allowed and/or recommended by the Department of Community Health, the Department of Environmental Quality, the Michigan Occupational Safety and Health Regulations, and the United States Environmental Protection Agency.

Present findings in such format as the Department may prescribe. Verbally notify the governing enforcing agency and the Department of any test results exceeding allowable limits and confirm notice in writing.

Provide a summary testing report in accordance with the Task 110 Report format requirements.

Task 106.07 HAZARDOUS MATERIALS: Define and conduct an appropriate bulk sampling program for suspected toxic/hazardous materials and/or for waste characterization.

A. **ASBESTOS:** Assess all asbestos containing materials and provide a management plan and operating/maintenance program in the following format:

- (1) Assessment.
- (2) Management Plan.
- (3) Operations and Maintenance Program.

Task 107 RISK ASSESSMENT: Provide support to the Department and the State/Client Agency to determine ecological and human health risks at the site due to the presence of contaminants.

Conduct statistical analysis and data evaluations to support risk assessment. The Professional will evaluate site specific data on a reach-by-reach basis to develop statistically significant relations of contaminants, to the extent that the data allow.

Task 107.01 ECOLOGICAL RISK ASSESSMENT: Provide support to the Department and the State/Client Agency to determine risks posed by contaminants at the site. Evaluate the studies, analysis, models, and comments on the Ecological Risk Assessment provided by the Potential Responsible Parties (PRPs) and/or the United States Environmental Protection Agency (USEPA) and prepare a response to address the issues/comments.

Task 107.02 HUMAN HEALTH RISK ASSESSMENT: Provide support to the Department and the State/Client Agency to determine risks posed by contaminants at the site to humans. Evaluate the studies, analysis, models, and comments on the Human Health Risk provided by PRPs and/or USEPA and prepare a response to address the issues/comments.

Task 108 PROJECT COST: Provide itemized construction cost(s) estimates for each Project and maintain current, the estimated cost for, and expenditures of each Task of each respective Phase. In addition to remediation costs, such costs shall include, and specifically identify, all professional, testing, construction, and remediation costs, as well as any costs to maintain the State/Client Agency facility operations. Project cost analysis shall consider funding sources availability, and all steps of the Project Budget and appropriation processes and similar allocation processes affecting funding availability. Such availability shall be compared to projected cash flows. Where any cost is projected to occur over more than one (1) fiscal year, the estimate shall reflect annual costs.

Task 109 **PROJECT SCHEDULE:** Provide and submit for the Department and the State/Client Agency's acceptance, and maintain current for each assigned Project, a schedule for the events of Tasks 104, 105, 106, and 107. The schedule format will be prescribed by the Department. This schedule shall include the procedural steps of Project Budget submittal, legislative appropriation, and the allocation and release of funds. Project schedules shall be in total compliance with the requirements of any court order(s), consent agreement(s) or other governing directive(s). Prescribed, agreed upon, or historically reasonable schedule times shall be included for reviews and approvals by the governing enforcing agency and for budgetary processes. Such schedules shall be provided in undated unit time durations (day(s), week(s), month(s), etc.)

Project schedule dates will be incorporated when approvals or other written orders to proceed become known. Adherence by the Professional, to the Project's accepted schedule time/duration is a condition for satisfactory performance of this Contract.

Task 110 **PROJECT STUDY REPORTS:** Submit weekly written reports for the work of Tasks 103, 104, 106, and 107 (or as the Department may require) which briefly summarize the on-site field investigation activities, findings, significant decisions, and accomplishment of the preceding period. These reports shall transmit and summarize the findings of the on-site field investigation reports of the Phase 700 Project Tasks. Give notice of identified, or anticipated, problems which require response by the Project Team. Project study reports shall identify any significant deviations from the accepted Project work plan, itemized construction cost estimate, or schedule, and provide explanations of the same.

A. Submit the Task 102, draft, preliminary, and final versions, of the Project written report in accordance with the current edition of the American Society for Testing and Materials (ASTM) standard practice for E1527-05, Environmental Site Assessment and as outlined in the Department's approved Project/Program Statement, and the summary reports of Tasks 102, 103, 104, 106, and 107 as the Department may require. Prepare all revisions thereto as the Project Team may deem necessary to produce complete and acceptable report documents. The draft, preliminary, and final reports of Tasks 102.01, 103, 104, 105, 106, and 107 shall be as required by the governing enforcing agency or the Department, as appropriate, and shall include as a minimum the following items:

1. Problem
2. Conclusion
3. Recommendations
4. Discussion, details, and documentation

B. Provide copies of the finalized work plan of Task 105 and summary reports of Tasks 102, 103, 104, 106, and 107 as necessary for submittal to the governing enforcing agency and the Department, along with one (1) camera-ready original, suitable for legible reproduction. In addition, copies of the work plan, and all study reports of this Phase shall be provided to the Project Team members along with up to five (5) additional copies to be distributed as the Department may direct. Provide the Department copies of all electronic/computer data records generated for the Project scope of work, suitable for reapplication to the Project by others.

- C. When directed by the Department, submit the Project work plan and reports to the governing enforcing agency on the State/Client Agency's behalf. Monitor the progress of the approval process. Attend all Project related meetings, make presentations, explain all submitted technical data and proposals, provide, and submit such amending information, and make such revisions, as may be necessary for the governing enforcing agency's evaluation and approval of the Project work plan and report. Provide environmental investigation/study presentations as indicated in the Project scope of work plan for Department acceptance and incorporate all study review comments required for Department written acceptance of the Project program analysis report. Provide one (1) acceptable environmental investigation/study presentation to the Project Team for this Task. Any additional environmental investigation/study presentations requested by the Department will be considered extra professional services and the additional environmental investigation/study costs will be paid to the Professional firm by the Department with a Contract Change Order.

Task 111 DATA MANAGEMENT: Review data submitted by Potential Responsible Party (PRP) to determine completeness, integrity, and comparability to other data sets. Develop and manage a comprehensive database to allow the Department and the State/Client Agency access to all electronically submitted data. Run queries on the data at the direction of the Project Director to support the agency's analysis and decision-making processes. Review and validate data submitted by Potential Responsible Party (PRP) on quarterly basis. Provide data queries, maps, and associated summaries as requested by the Department and the State/Client Agency.

Task 112 DOCUMENT MANAGEMENT: Provide services to the Department and the State/Client Agency Project to organize, log, maintain document database, and manage the documents associated with the administrative records for the site. Assist the Department and the State/Client Agency in locating, copying, and distributing documents as requested through the Freedom of Information Act or as otherwise requested by the Department and the State/Client Agency. Project

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 modification 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 DMB Form 402 - 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 cost shall be the actual amount paid for the employee services on the Project exclusive of fringe benefits, vacations, sick leave, other indirect costs, and profit.

Such costs and the Professional firm's hourly billing rates shall not change during the life of this Contract without written approval by the Department.

The Professional firm's hourly billing rates may also include: (1) All consumables used by the Professional or the Professional firm's Consultants for collection of samples to be tested and analyzed by others; and (2) The costs of owning, operating, maintaining, insuring, and replacing all direct reading/measuring and testing instruments designed for on-site field Inspection and testing work, along with their computer or data recorders, as the Professional may use for on-site field Inspections, investigations, measuring, sampling, or testing services See attached Appendix 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. Compensation is approved and authorized by the Department on a per test basis for laboratory services by Professional firm(s) identified and listed in this Contract to: (1) Test and analyze samples collected by their technical employees; and (2) The Professional firm's per test costs shall be recognized by the Department to include all consumables necessary to prepare and secure the respective sample(s) and to conduct the required analytical testing procedures thereon. NO mark-up of these items shall be allowed.

The Professional shall provide, but no additional monetary compensation shall be allowed, for the professional services necessary to respond to and resolve all claims arising wholly or in part from the Professional firm's Design and Contract Documents/study/design/drawing errors 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 directing in writing by the Project Director.
- 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. The Professional may not provide different hourly billing rates for the same individual for different Phases.

No lump-sum amounts of any of the Firm's employees may be billed against this Contract. Any employee associated with this Project who performs the 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 during the life of this Contract 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 closest Professional's Michigan office, computer costs/operating costs and time, telephone, telephone-related services, and all reproduction services (except Contract Bidding Documents).

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 shall be accounted as part of the Professional's calculated hourly billing rate. 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 overhead employees. 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, or 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 Consultant's staff. Each Consultant firm must submit a separate hourly billing rate with proper documentation for the Consultant services they will provide 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 times the firm's mark-up percentage amount approved by the Department, not to exceed 5%. Reimbursement of authorized expense items at direct cost times the firm's mark-up percentage amount is intended only to compensate the Professional for their direct costs.

The Professional shall be responsible for the selection of the supplier of their professional services or materials, the coordination, adequacy, and application of their professional services, whether provided by the Professional's staff or provided by their Consultant, and therefore responsible for any Project costs that exceed the Contract per Phase reimbursement Budget.

For Projects further than 100 miles one-way from the Professional firm's office, travel expenses to the project site will be allowed as a reimbursable expense at the State of Michigan's rates, based on DTMB's Vehicle and Travel Services Travel Rate Reimbursement for premium mileage rates in effect at execution of this contract. Mileage allowed will be actual, less 100 miles each way. Other travel expenses are not to be included, unless specifically authorized in writing.

Compensation for this Contract shall not exceed the amounts per Project Phase shown in the attached Contract Order unless authorized by a Department approved Contract Modification.

It shall be the Professional's responsibility to carefully monitor their and their Consultant firms Project costs, activities, and progress and to give the Project Director timely notification of any justifiable need to increase the authorized fee. The Professional may not proceed with professional services that have not been authorized by the Project Director and shall immediately notify the Project Director if such services have been requested or have become necessary.

Identification of Professional and Consultant staff, hourly billable rates, and an itemized list per Project Phase of authorized direct cost reimbursement items are identified in the attached Professional's proposal.

ARTICLE III PAYMENTS

Payment of the professional services fee 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 on a payment request form (DTMB-0440). 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:

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

ARTICLE IV ACCOUNTING

The Professional shall keep current and accurate records of Project costs and expenses, of hourly billing rates, authorized reimbursable expense items, and all other Project related accounting document 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 three (3) 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 this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The Professional 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 Professional's or a consultant's performance, including any person directly or indirectly employed by the Professional or a Consultant, or any person for whose acts the Professional or a consultant may be

liable.

- (b) The Professional waives all rights against the State for the recovery of damages that are covered by the insurance policies the Professional is required to maintain under this Section. The Professional'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) The Professional is responsible for the payment of all deductibles.
- (g) 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.
- (h) Workers' Compensation Insurance: The Professional must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Professional's domicile. If the applicable coverage is provided by a self-insurer, the Professional must provide proof of an approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of the Professional's domicile, the Professional must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.
- (i) Except where the State has approved a subcontract with other insurance provisions, the Professional must require any Consultant to purchase and maintain the insurance coverage required in this Article. Alternatively, the Professional may include a Consultant/Subconsultant under the Professional's insurance on the coverage required in that Section. The failure of a Consultant/Subconsultant to comply with insurance requirements does not limit the Professional's liability or responsibility.
- (j) If any of the required policies provide **claims-made** coverage, the Professional must:
 - (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Professional must purchase extended reporting coverage for a minimum of three (3) years after

completion of work.

- (k) Professional must: (a) provide insurance certificates to the Contract Administrator, containing the **(1) project file number; (2) the project title; and (3) description of the program**, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that consultants maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

| 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 <u>Deductible Maximum:</u> \$50,000 Each Occurrence | 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 2010 07 04 and CG 2037 07 04. |
| 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 | |

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| 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. |

(***

Professional to include Pollution Liability Insurance if needed *)**

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 Contractor 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 because 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 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 LAW

This Contract shall be construed in accordance with the laws of the State of Michigan.

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 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 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 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 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 architectural and/or engineering 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 SIGMA Funding Information, 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 submitted a Bid, for the purpose of rebidding the Project work without re-advertising, is referred to as a post-Bid Addendum.

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 prices 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 architectural and/or engineering 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, current version of MICHSPEC or DC Spec 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 and the 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/architectural and/or engineering 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 progress (twice monthly) 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 Appendix 1 – 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 architectural and/or engineering 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 if applicable, 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 of the Master Format 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 Appendix 1 – 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 2, 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/architectural and/or engineering 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-402 certifies that: (1) The State will enter 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, State Facilities 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 "DTMB DCD Design and Construction Standards for Office Construction and Tenant Fit out" and Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies and Professional Services Contractors" 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) Bidder's 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. The Project Director, or the 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. The Department Field Representative is included throughout all other phases (100 – 400) to provide additional knowledge and input throughout the development of the project.

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 and the 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/architectural and/or engineering 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, best value 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 during the Professional providing architectural and/or engineering study, design, and construction administration services.

PRIME PROFESSIONAL SERVICES PROFESSIONAL/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 Professional/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, architectural and/or engineering 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 the 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, the 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 decided 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 and the Department Field Representative, the State/Client Agency 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 architectural and/or engineering 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 the 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 architectural and/or engineering 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 | ACCOUNTING TEMPLATE Various | PROPOSAL DUE DATE Thursday, March 3, 2022, at 2:00 p.m., local time |
| CLIENT AGENCY Department of Technology, Management and Budget | | |
| PROJECT NAME AND LOCATION 2022 Environmental Expanded Triage Indefinite Scope Indefinite Delivery (ISID) | | |
| PROJECT ADDRESS (if applicable) Various | | |
| CLIENT AGENCY CONTACT Lee Gosson | | TELEPHONE NUMBER 517.582.4482 |
| DTMB - DCD PROJECT DIRECTOR Kristi Zakrzewski, P. E. | | TELEPHONE NUMBER 517.243.5669 |
| WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION: None | | |

COVID 19 Precautions:

1. Fully vaccinated individuals who are asymptomatic will no longer be required to wear a mask or social distance while indoors unless that fully vaccinated individual chooses to do so.
2. Non-vaccinated individuals will still be required to continue to mask and social distance when indoors and outdoors.
3. Requirements may change at any time and any updated guidance must be followed to be allowed to attend any meetings and for a firm to be eligible to submit proposals / quotations / bids.
4. Bring and be prepared to wear a mask if required upon arrival.

PROJECT DESCRIPTION/SERVICES REQUESTED

Provide professional ISID services for the investigation of soil, groundwater, and / or soil vapors, risk assessment, and possible closures at leaking underground storage tank (Part 213) sites and potentially at other contaminated sites (Part 201), which may include, but not be limited to dry cleaners, fuel oil, etc. The professional will be required to effectively perform tasks at assigned sites with confirmed releases through appropriate investigation / assessment in accordance with the applicable Part 201 / Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended. Assigned activities may include site reconnaissance with ground penetrating radar / electromagnetic (GPR / EM). Boring / Drilling sample collection, site restoration, and reporting. The assigned activities may also include installation and sampling of temporary and / or permanent soil gas points, laser induced fluorescence – ultraviolet optical screening tool (LIF-UVOST)TM, monitoring well sampling, monitoring well abandonment, and / or a site survey. The professional firm is required to refer to State and Federal statutes, procedures, guidelines, and the administration rules when providing the services or entering into contracts with subcontractors to provide the services.

Proposals must be submitted electronically through the SIGMA VSS website at
<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

The professional is required to complete and submit one or more of the 2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET and the 2022 ENVIRONMENTAL EXPANDED TYPICAL PROJECT COSTS SHEET for the Department of Environment, Great Lakes and Energy (EGLE) District Offices in which they are interested in providing services. Also, the Professional must use the attached appropriate forms to indicate the billing rates. The State Of Michigan reserves the right not to award the contract(s) or award the contract(s) to one or more firms per District Office.

Please NOTE:

- Proposal responses MUST be uploaded to SIGMA VSS. Please enter the total cost for all phases as bid amount.
- Please remember that individual attachments can be no larger than 6mb.

-
- If you experience issues or have questions regarding your electronic submission, you must contact the SIGMA Help Desk for assistance. They can be reached by telephone at 888.734.9749 or by email at sigma-procurement-helpdesk@michigan.gov
 - Please notify the Office of Design and Construction if you are having SIGMA VSS issues. Include your SIGMA ticket number in an email to our contract specialists, Anne Watros (WatrosA@michigan.gov) and Don Klein (KleinD4@michigan.gov). You may be asked 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.
-

NIGP CODES

91843, 92535, 92683, 92685 and 92690

DESIRED SCHEDULE OF WORK

Dependent on the assigned project

ACCEPTING RFP QUESTIONS UNTIL: Wednesday, February 2, 2022, at 5:00 p.m., local time

Please do not submit online questions via VSS. ALL questions should be emailed to Kristi Zakrzewski at zakrzewskik@michigan.gov

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 (DCH, 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)
Attachment(s)

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
3111 W. St. Joseph Street
Lansing, Michigan 48917

ADDENDUM NO. 1

To: All applicants and interested parties

Date: February 7, 2022

Subject: **Department of Technology, Management and Budget**
2022 Environmental Expanded Triage ISID RFP
Professional Environmental Consulting Services
Various Locations, Michigan
Request for Proposal

Below are the questions received for the above-noted project with the answers.

Please acknowledge receipt of this Addendum in your proposal.

Corrections:

Section I General Information, Paragraph I-4 Contract Award

Replace

“Professionals are requested to submit a proposal in two parts. The professionals will be evaluated based on their Technical Proposal - Part I, 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

“Professionals are requested to submit a proposal in two parts. The professionals will be evaluated based on their Technical Proposal - Part I, and Cost Proposal - Part II. Proposals will be evaluated by an Ad Hoc Advisory Committee based on the Technical Portion - Part I fifty percent (50%) and the Cost Proposal - Part II fifty percent (50%).”

Questions

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

- Q1. How is the scoring evaluation determined if one Professional’s proposal is for 4 EGLE Districts compared to a Professional’s proposal submitted for all EGLE Districts?**

A1. *The scoring evaluation is determined by each district individually. Professionals will only be evaluated for the specific districts they have submitted completed proposal responses for. There are not any advantages or disadvantages of submitting a response for all districts versus only a few districts.*

Q2. Is sonic drilling in bedrock acceptable in addition to liquid rotary?

A2. *No.*

Q3. Are the majority of sites anticipated to involve installation of soil vapor pins/vapor wells and then vapor sampling to follow?

A3. *Yes, most of the sites will have either vapor wells, sub-slab vapor pins or both vapor wells and sub-slab pins installed at each site with required sampling afterward. For the Expanded Triage program only, sampling of the vapor wells/pins may be completed at a minimum no sooner than 24 hours after installation.*

Q4. Regarding soil vapor pin/probe installation and sampling, since the installation and sampling must be at least 48 hours apart, is a 2nd mobilization to the site billable?

A4. *Yes, whenever soil gas wells/pins are sampled a second mobilization is allowed. Additionally, for the Expanded Triage program **only**, sampling of the vapor wells/pins may be completed at a minimum no sooner than 24 hours after installation.*

Q5. How many consulting firms are anticipated to be awarded contracts?

A5. *There will be up to three (3) Professionals awarded per district with the Upper Peninsula District divided into two areas. There is not set number of awarded contracts for the 2022 Expanded Triage ISID contract.*

Q6. How many expanded triage sites are there in each district?

A6. *Please see Section A Project Objectives of the 2022 Environmental Expanded Triage ISID RFP Scope of Work.*

APPENDIX 2

PROFESSIONAL'S PROPOSAL



Environmental Resources Group

Assessment • Remediation • Compliance • Risk Management

PART I – TECHNICAL PROPOSAL

DEPARTMENT OF TECHNOLOGY, MANAGEMENT, AND BUDGET

2022 ENVIRONMENTAL EXPANDED TRIAGE ISID

PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

VARIOUS LOCATIONS, MICHIGAN

PREPARED FOR:

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT, AND BUDGET
FACILITIES AND BUSINESS SERVICES ADMINISTRATION
DESIGN AND CONSTRUCTION DIVISION
3111 W. ST. JOSEPH STREET
LANSING, MICHIGAN 48917**

PREPARED BY:

**ENVIRONMENTAL RESOURCES GROUP, LLC
28003 CENTER OAKS COURT, SUITE 106
WIXOM, MICHIGAN 48393
SIGMA VENDOR NO.: CV0052614**

ERG PROPOSAL NO.: 9339

MARCH 3, 2022

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Attachment A Organizational Chart and Personnel Resumes

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1.0 GENERAL INFORMATION AND PROJECT TEAM

1.1 COMPANY HISTORY

Environmental Resources Group, LLC (ERG) is a Michigan based company that was established in 2009 to provide Environmental Consulting Services to a mix of public and private clients and has grown to 43 employees by consistently providing quality services at a competitive price and offering a full complement of environmental services. ERG provides Michigan-based resources with unique capabilities to successfully and efficiently complete the work requirements set forth in a scope of work. Today, ERG's qualified staff of professionals offer a multi-disciplined, full range of in-house engineering, hydrogeologic, geophysical and field services.

ERG has significant experience providing services to the Michigan Department of Technology, Management and Budget (DTMB), Michigan Department of Environment, Great Lakes, and Energy (EGLE), United States Department of Housing and Urban Development (US HUD), Michigan State Housing Development Authority (MSHDA) and Local Agencies for over 32 years. These projects have been funded by Level of Effort (LOE), Indefinite-Scope, Indefinite-Delivery (ISID) contracts, Refined Petroleum Fund, Clean Michigan Initiative, and American Recovery and Reinvestment Act.

1.2 BUSINESS ORGANIZATION

ERG's corporate office is in Wixom, Michigan. ERG's Michigan office locations are:

Corporate Office

28003 Center Oaks Ct.
Suite # 106
Wixom, MI 48393
248-773-7986
248-924-3108 Fax

Muskegon, MI Office

75 W. Walton Ave.
Suite C
Muskegon, MI 49440
231-747-8556
231-747-8558 Fax

Detroit, MI Office

17800 Woodward Avenue
Suite # 100C
Detroit, MI 48203
313-949-3770
313-279-0519 Fax

Lansing, MI Office

3125 Sovereign Drive
Suite B
Lansing, MI 48911
517-999-6020
248-924-3108



In addition, ERG has offices in Grand Junction, Colorado, Omaha, Nebraska, and Reno, Nevada.

Toll Free: 888-589-1746. Website www.ERGrp.net. ERG is a corporation registered in the State of Michigan. Federal ID #45-4274942

1.3 PROJECT MANAGERIAL TEAM

ERG will provide the Project Management function for each project. Mr. Robert T. Reichenbach, CPG, will serve as the Program Manager. His contact information follows:

Robert T. Reichenbach, CPG
President
Environmental Resources Group, LLC
28003 Center Oaks Ct., Suite # 106
Wixom, MI 48393
Telephone: 248-773-7986
Facsimile: 248-924-3108
Email: bob.reichenbach@ergrp.net

The Key Project Managers and office locations are as follows:

| NAME | CONTACT INFORMATION | OFFICE ADDRESS & PHONE |
|-----------------------------|--|--|
| Matt Germane, PE | matt.germane@ergrp.net | 17800 Woodward Avenue Suite # 100C Detroit, MI 48203 313-949-3770 |
| Alfred Jordan, CPG | al.jordan@ergrp.net | 75 W. Walton Ave., Suite C Muskegon, MI 49440 231-747-8556 |
| Mike Marshall | mike.marshall@ergrp.net | 75 W. Walton Ave., Suite C Muskegon, MI 49440 231-747-8556 |
| Craig A. Savage | craig.savage@ergrp.net | 28003 Center Oaks Ct., Suite # 106 Wixom, MI 48393 248-773-7986 |
| Christina C. Schroeder | christina.schroeder@ergrp.net | 28003 Center Oaks Ct., Suite # 106 Wixom, MI 48393 248-773-7986 |
| Tim F. Hebert, C.P.G., P.G. | Tim.Hebert@ergrp.net | 3125 Sovereign Drive Suite B Lansing, MI 48911 517-999-6020 |
| Phillip Peterson | phillip.peterson@ergrp.net | 3125 Sovereign Drive Suite B Lansing, MI 48911 517-999-6020 |

An Organizational Chart and resumes for the key professionals are included in Attachment A. Additional ERG staff will be involved in the completion of the proposed scopes of work and achieving the desired goals, as needed.

1.4 ADDENDUM ACKNOWLEDGEMENT

ERG acknowledges receipt of Addendum No. 1 dated February 7, 2022.

2.0 UNDERSTANDING OF PROJECT TASKS

2.1 UNDERSTANDING THE PROJECT REQUIREMENTS

ERG understands that the State of Michigan Department DTMB is seeking qualified firms to assist EGLE with site assessments throughout Michigan, which have been identified by the Remediation and Redevelopment Division (RRD). The objectives are to gather as much on-site data in the shortest amount of time to allow EGLE to prioritize sites for future state-funded corrective action or potential closure.

ERG professionals have provided technical expertise, business insight, and regulatory knowledge on thousands of environmentally contaminated sites in Michigan following the requirements of Parts 201 and 213 of the NREPA, 1994 P.A. 451 and CERCL. ERG professionals have performed a variety of tasks on these projects, including but not limited to:

- Remedial Investigations (RI) to characterize the nature and extent of contamination, and to evaluate the potential risk to human health and the environment (Risk Assessments).
- Feasibility Studies (FS) to evaluate remedial action alternatives to select the best alternative technologies at the most economical cost.
- Conceptual Site Models (CSM) to provide a written and/or illustrative representation of the physical, chemical and biological processes that control the transport, migration and actual/potential impacts of contamination in soil, air, groundwater, surface water and/or sediments to human and/or ecological receptors.
- Engineering Design to prepare plans, specifications and contract documents that will be used to implement the selected interim response and/or remedial action alternative.
- Construction Management (CM) to oversee the procured contractor on behalf of DTMB and contracting agency to ensure the work is completed as planned, within schedule and budget.
- Natural Resources Damage Assessments to determine which natural resources may have been impacted by the release of hazardous substances and the estimated current and future economic and other losses.
- Implementing database management, graphics capabilities, and survey tools to handle project information that can be imported into existing databases where it can be reviewed by DTMB and contracting agency staff.
- Maintaining and implementing a Quality Assurance/Quality Control (QA/QC) program to ensure quality results.
- Maintaining and implementing health and safety programs designed to train and monitor the personnel who will be working on sites of environmental contamination.

Our professionals stay current on changes to the regulations and state of the art site characterization and remediation technologies by research, technical publication review, and attending and presenting at professional development programs/workshops. ERG fully understands the importance of the work being

performed under this contract including: the project is completed on schedule, within budget, in accordance with industry standards; and the desired results are achieved.

2.1.1 ERG COMMITMENT TO CONTRACT SUCCESS

ERG fully understands the services required, and we believe that to achieve Contract success, communication between ERG and RRD district staff is critical. The ERG Project Managers will regularly communicate directly with district staff. The experienced ERG Project managers bring strong management skills, excellent listening skills and outstanding technical expertise. ERG is comprised of key staff members who have been involved directly or indirectly in the former and current LOE and ISID Contracts and Environmental ISID Triage Contract programs. ERG has the capabilities to provide:

- Strong technical and managerial skills from individuals who are familiar with the current ISID contracting strategy, policies, and procedures. This lends itself to rapid start up and project assignment commencement for the 2022 Environmental ISID contracts.
- Proven high quality performance levels on past LOE and ISID assignments for the EGLE. This should give EGLE the assurance that selecting ERG will result in a highly competent consultant and one that will exceed the agencies' expectations.
- Extremely experienced Project Management and Support Staff are available to EGLE Project Managers to support the execution of the scope of work.

2.1.2 ERG'S ADMINISTRATIVE KNOWLEDGE

ERG will provide oversight, administrative duties and reporting on various aspects of the projects including pre-construction meetings, construction observation, pay item tracking, soil and material testing, and obtain final agency acceptance. Construction observation and administration shall be completed as required by DTMB and EGLE.

ERG will complete the required tasks and complete contract administration for DTMB and EGLE as necessary. Functions and activities of this task include:

- Establish, maintain, and utilize a project documentation filing system.
- Process subcontracts - add subcontractor(s) to the filing system and maintain associated documentation and items.
- Import, review, and post Daily Field Reports (DFRs) and associated calculations/drawings.
- Track materials (certification/testing) and material quantities.
- Create required project performance, monitoring, and milestone reporting and monitoring records for submittal, as needed.
- Process and maintain records for contract modifications and/or work orders.
- Monitor project progress versus the planned schedule.
- Track and maintain status of miscellaneous submittals and Requests for Information.

2.1.3 ERG'S TECHNICAL KNOWLEDGE-SCOPE OF SERVICES

Our senior professionals have an extensive record in managing small and large environmental contracts for both private and public-sector clients. Our professionals have been providing our clients with a full range of CM, RI, FS, risk-based-corrective-actions (RBCA) and expert testimony. Our capabilities match very well with the items outlined in the Scope of Work provided:

1. GEOPHYSICAL STUDIES

ERG staff has provided geophysical investigations to a wide variety of clients. ERG owns and operates ground penetrating radar (GPR) equipment for a variety of environmental and engineering applications. Our clients have included governmental agencies, consulting firms and private clients for projects ranging from utility detection and mapping to environmental assessment and geologic mapping.

2. PHASE I/PHASE II /BASELINE ENVIRONMENTAL ASSESSMENTS AND HYDROGEOLOGICAL INVESTIGATIONS, VAPOR INTRUSION TO INDOOR AIR ASSESSMENTS

ERG has conducted numerous ESAs and BEAs in compliance with the ASTM Standard and the EPA's "All Appropriate Inquiries" and Section 20104 of 1994 Michigan Public Act 451, respectively; for banking, property development, manufacturing and the commercial sector clients. ERG has conducted numerous Phase II ESAs and hydrogeologic investigations at sites throughout Michigan. We completed soil sampling, groundwater sampling, air sampling, and hydrologic testing at properties with consolidated (bedrock) and unconsolidated soils. We are thoroughly familiar with all aspects of soil boring and well installation methods.

ERG has also completed numerous NAPL/DNAPL investigations and are very experienced with the use of LIF-UVOST. Additionally, ERG has completed numerous vapor intrusion to indoor air assessments and is very familiar with the EGLE protocols for these types of investigations.

3. VAPOR INTRUSION RISK MITIGATION DESIGN, INSTALLATION, AND O&M SERVICES OF BOTH ACTIVE AND PASSIVE SYSTEMS

ERG has designed and installed several Vapor Mitigation systems at former dry cleaning and other operations where Vapor Intrusion was occurring. Our experienced staff provided the installation and O&M for these systems. We are experienced with passive and active mitigation systems.

4. UNDERGROUND/ABOVEGROUND STORAGE TANK (UST/AST) REMOVAL/ CLOSURE

ERG provides full UST and AST removal and closure services. Our experienced staff has provided and coordinated all permitting, equipment, product removal and disposal, environmental sampling, and the preparation of all required forms, reports and submittals mandated by the State. Additionally, we have prepared and implemented numerous post UST/AST closure activities utilizing various soil and groundwater remediation technologies.

5. SAMPLING AND ANALYSIS OF HAZARDOUS MATERIALS AND CONTAINERS (WASTE PILES, DRUMS, TANKS, ETC.)

ERG professionals have completed hazardous waste inventories and sampling of potentially hazardous materials and containers, including waste piles, drums, USTs and ASTs. Our team manages and coordinates appropriate transport and disposal of the materials.

6. COLLECTION AND ANALYSIS OF SOIL, SEDIMENT, FLORA, FAUNA, WATER, AND AIR SAMPLES

ERG staff have collected samples from various environmental media for analysis. This includes soil, surface water, groundwater, flora, fauna, and air. Sampling and sample preservations is performed using the appropriate EPA methods. ERG is familiar and currently works with the EGLE Laboratory as well as several of the contracted overflow laboratories.

7. EVALUATION OF SAMPLE DATA

ERG professionals perform quality assurance/quality control (QA/QC) reviews on all laboratory results. Once the data is determined to be valid and accurate, it is then tabulated for comparison with the appropriate cleanup criteria, permit levels, or action levels.

8. RISK-BASED CORRECTIVE ACTIONS (RBCA)

ERG is experienced with RBCA pathway evaluations. Using a risk-based process, site remediation is based on site-specific human health and environmental risk from exposure to contamination. Safe levels of contaminants of concern are based on land use (residential or non-residential) and the analysis of exposure pathways.

9. EVALUATION AND DEVELOPMENT OF DISPOSAL AND REMEDIAL ALTERNATIVES

ERG evaluates disposal and remedial alternatives of environmental contaminated media where necessary. ERG engineers assess various options and media, to determine the most cost-and technologically feasible alternative to meet disposal/remedial objectives.

We are confident that the ERG team of professionals we have assembled is of the highest quality. ERG has consistently demonstrated that we will excel in all aspects of the services provided on these projects. ERG will strive to provide value added solutions to the EGLE, just as we do with all our clients. ERG will promote the use of sustainable practices during the investigation, construction, remediation, redevelopment, and monitoring of environmental cleanup sites, with the objective of balancing economic viability, conservation of natural resources and biodiversity, and the enhancement of the quality of life in surrounding communities.

Our philosophy of moderate overhead and operating costs, combined with the vast experience and technical capabilities of our personnel, makes ERG one of the best values for these services. ERG is

committed to making an impact beyond our projects by showing a responsibility to the community, respect for the environment and fiscal responsibility to the State of Michigan taxpayers.

3.0 PERSONNEL

3.1 ALL PERSONNEL BY CLASSIFICATION WHO WILL BE EMPLOYED ON THE PROJECT

The ERG staff identified in the Organizational Chart, included as Attachment A, will be involved in the completion of the proposed scopes of work and achieving the desired goals. The Resumes for the key personnel are included in Attachment A.

3.2 SUBCONTRACTED SERVICES

ERG recognizes the importance of teaming with other experienced professionals to perform environmental services, including geophysical surveys, land survey, and waste management. ERG will subcontract with specialty firms to assist in meeting the project goals. These specialty firms include LaPoint Drilling, JSS, Shepler Well Drilling, and Roosien Survey. These and any other firms subcontracted to perform services under this contract will be required to meet ERG's health and safety requirements. These firms are listed on the Organizational Chart included in Attachment A.

4.0 MANAGEMENT SUMMARY, WORK PLAN AND SCHEDULE

It is our understanding that the scope of services in this RFP involves gathering as much on-site data in the shortest amount of time possible while leaving no permanent fixtures. This will allow EGLE to prioritize sites for future state-funded corrective action.

ERG's management approach is based on the philosophy that the proposed team is an accountable, functional, and in-depth extension of our client, and will remain a supporting partner throughout the project's duration. The entire ERG Team, including Contract Administrator, Project Manager, and field oversight staff, will work closely with DTMB/EGLE to set goals, exchange information, identify potential problems, propose effective solutions, develop responsive schedules, assure resource availability, comply with federal and state requirements, work within budget, and share ideas on innovative and cost-effective means to support the project.

Mr. Robert Reichenbach, CPG, will act as Contract Administrator. For each site, he will assign a project manager. The ERG Project Manager (PM) will be responsible for executing the project scope, to meet the project objectives and expectations of DTMB. ERG's PM will regularly update the Agency PM on project activities/progress. ERG's PM will be responsible for identifying any project issues, bringing them to the attention of the Agency PM and identify possible resolutions for discussion. Mr. Reichenbach will monitor all aspects of the project and will confer regularly with the project manager. He will monitor ERG's performance to assure that project objectives are being met and quality is being maintained.

4.1 PROJECT WORK PLANS

A site-specific work plan will be developed prior to field activities for the review and approval of the contracting agency that will include at a minimum:

- Boring and drilling methods,
- Field screening methods
- Sample procedures and protocols for sampling soil, soil gas, and groundwater,
- Decontamination procedures
- IDW handling and disposal
- Site restoration activities
- Communication plans for assuring the professional, EGLE project manager, and triage contract manager are aware of site issues to collect the needed data

A generic work plan for these types of projects details the activities, tasks, and resources required and allocated for each objective in the Scope of Work. A schedule is included for the project objectives and activities. The work plan be provided in a timely manner for review and approval by the contracting agency.

4.2 PROJECT DELIVERABLES

The following deliverables and project reports are generally submitted to the contracting agency for review on similar projects:

1. Health and Safety Plan – Prepare a Health and Safety Plan to address the site-specific concerns for the site and scope of work, which includes COVID guidelines as defined by the CDC, EGLE, and ERG.
2. Work Plan – As described above.
3. Final Report – ERG will submit one electronic copy to the triage contract manager and EGLE district project manager as required by the contracting agency. The report will include at a minimum the following:
 - Chronological site activities,
 - site conditions encountered before, during, and after investigation activities,
 - Daily field reports, including field sketches and boring logs,
 - Site photographs, including before work is initiated, during on-site activities (when safely feasible), and after completion of site restoration,
 - Site Figures in both PDF and Shapefile formats, including Site Location Map, and Site Map identifying site features and known utilities, and an Analytical Map depicting all sample locations and analytical results with exceedances highlighted and identified,
 - Comparison summary tables of analytical data, laboratory reports, and COCs,
 - Digitized soil boring logs,
 - Coordinates of all borings in Michigan GeoRef,
 - GPR Survey results (also submitted prior to field investigation activities),
 - LIF-UVOST logs, with photo documentation (if conducted),
 - Groundwater monitoring well, soil-gas, and sub-slab abandonment records
 - Landfill waste approvals, disposal documentation/manifests
 - Survey Map and legal property sealed by licensed surveyor (if conducted)

The reports will be provided in draft form for contracting agency review with exception of the Progress Reports. The draft documents may be submitted by email, as long as the digital file contains the entire document, including text, figures, tables, and appendices.

4.3 QUALITY CONTROL PLAN

ERG has an established program for project QA/QC that is incorporated into the project management processes. Our primary means of building quality into every phase of each project is through the use of assigned senior technical reviewers and periodic QA reviews at the program level.

ERG maintains Standard Operating Procedures (SOPs) and Quality Control / Quality Assurance (QA/QC) for all aspects of a project including sampling plans, Health and Safety Plans, data analysis, data management, waste management, and reporting. In all instances, where applicable, field work is

conducted in accordance with current ASTM, EGLE, and EPA Guidelines. Data collection and analyses are conducted under applicable and required standards.

ERG will assign Mr. Tim Hebert as the QA/QC Officer, who is independent of program and project management, and is responsible for monitoring work, procedures, and documentation; identifying quality problems for key management; initiating, recommending, and/or providing solutions to quality problems; and assuring implementation of corrective action. Mr. Hebert has the authority to direct removal and replacement of any substandard work. The following is an overview of ERG's QA/QC Program. Mr. Reichenbach will serve as QA/QC Officer for projects managed by Mr. Hebert.

- The QA/QC Officer, independent of the program, has freedom to monitor work, procedures, and documentation; to identify problems; and authority to develop corrective actions, verify their implementation, and stop work.
- Programs to orient and train personnel in implementation of the corporate and contract-specific QA/QC program.
- Development of project-specific design quality assurance project plans (QAPPs) focusing on the unique needs of environmental projects. This includes a QC system for coordination of plans and minimization of errors and omissions in deliverable products.
- Identification of senior technical reviewers who meet qualifications requirements for the necessary training, experience, and skills to provide peer review for each technical service area.
- Periodic audits of each engineering or scientific program, technical service area, and/or regional operation to ensure compliance with QA/QC program requirements.
- Assigned QA/QC responsibilities for sub-consultants.
- A system of checks and balances within the organization requiring appropriate authorized signature authority and adhering to a structured chain of command at all levels of management.
- A comprehensive Contracts Policy and Procedures Manual that establishes a controlled system for the handling, documentation, revision, review, and sign-off procedures for all contracts.

Process for Checking and Verifying Studies for Clarity and Completeness, Plans and Specifications for Errors, Omissions and Quality — All project team members are expected to contribute to the overall quality of a project. All data, deliverables, documentation, etc. will, at a minimum, be peer reviewed for completeness and accuracy. Deliverables, such as work plans and reports, will be reviewed by the project manager, senior technical personnel (as appropriate), and the QA/QC Officer.

Documenting Design Decisions - As part of ERG's commitment to providing quality services, we have an established quality management philosophy. The cornerstone of this philosophy is thorough documentation of design information and decisions. ERG utilizes well-established procedures for documenting design reports which record design methodology, design decisions, meeting minutes, review comments and other communication.

Incorporating and Tracking Review Comments - The key to successful project control is diligent tracking and acknowledgement of clients' review comments and concerns. ERG maintains records of client review comments for each deliverable to track and ensure each comment is addressed with the submittal of the final document.

4.4 SCHEDULE

For each assignment, ERG will prepare a detailed project schedule to encompass the duration of the project. The schedule will be maintained and updated in consult with the EGLE Project Manager as the work progresses.

4.5 NOTICE OF ON-SITE WORK ACTIVITY

ERG will submit a Notice of On-site Activity (NOA) through the RIDE website and the EGLE Project Manager with at least 14 days' notice prior to conducting any on-site work activity.

4.6 INVOICING

Up to two progress invoices and one final invoice will be submitted per district. The triage schedule of values form will be utilized for tracking to be submitted with the invoice and necessary DTMB forms. The invoice will include a summary table for each site that includes a summary of samples collected and drilling information.

5.0 REFERENCES

City of Muskegon
Frank Peterson, City Manager 231-724-6724

Former Gus's Mini Mart
44974 Gratiot Avenue
Clinton Township, Michigan
Ms. Kim Ethridge, EGLE 586-324-0183

Environmental Expanded Triage
Kalamazoo District
Mr. Steve Beukema, EGLE 269-567-3513
Lansing District
Mr. Paul Bucholtz, EGLE 517-243-7574
Jackson District
Ray Govus, EGLE 517-290-9074

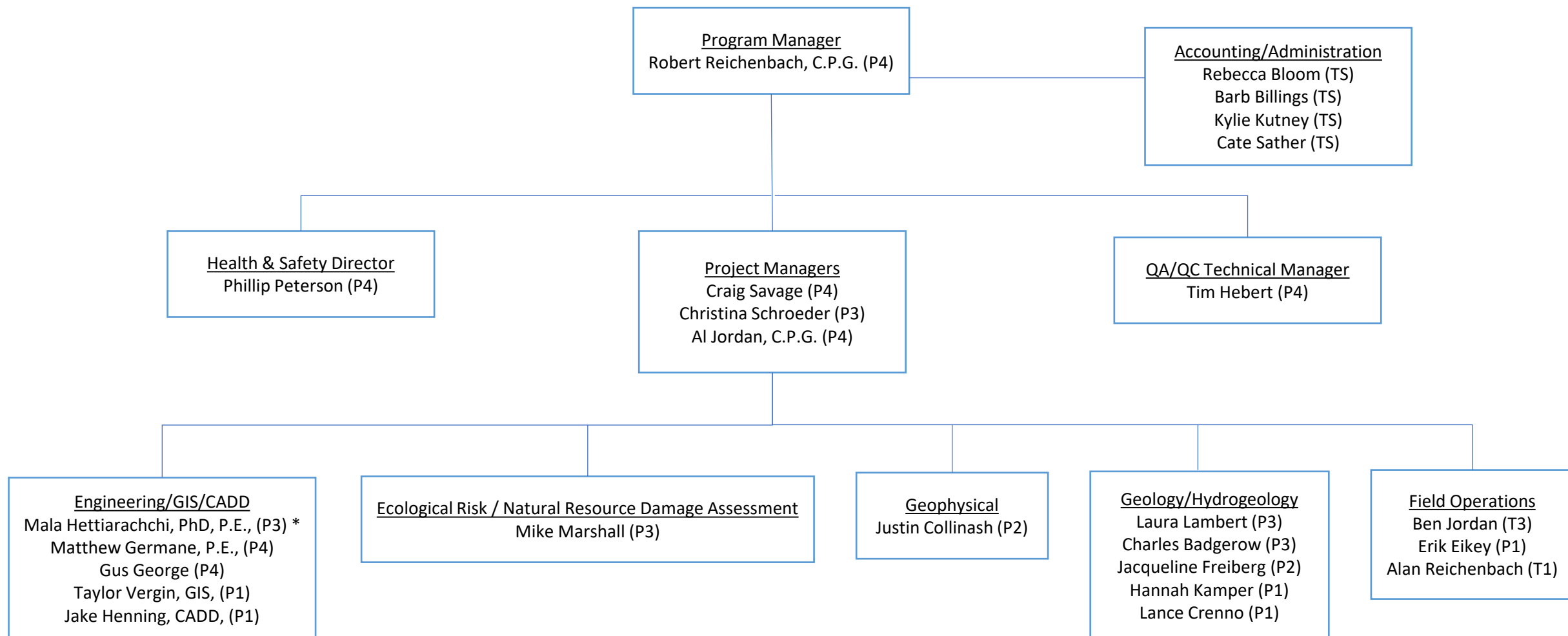
Closed Waterford Hills Landfill
Waterford, Michigan
Mr. Brandon Alger, EGLE 586-623-2839

Four Corners Square
1451 Union Lake Road
8152 and 8198 Cooley Lake Road
White Lake Twp., Michigan
Mr. Shakir W. Alkhafaji, Veritas Unlimited 248-351-8800

Hantz Farms
Detroit, Michigan
Mr. Mike Score, Hantz Farms, 313-893-1937

ATTACHMENT A

ORGANIZATIONAL CHART AND KEY PERSONNEL RESUMES





Robert T. Reichenbach, CPG

President

248-773-7986

bob.reichenbach@ergrp.net

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EDUCATION/ CERTIFICATIONS

B.S., Geology, Western Michigan University, 1985

Certified Professional Geologist, #09090, American Institute of Professional Geologists

Certified Underground Storage Tank Professional, #236, State of Michigan

Certified Waste Treatment Plant Operator, #W-4176, Classification A-2d, B-3b

PROFESSIONAL COURSES

Environmental Remediation and Risk Management Conference, MDEQ, 2015.

Remediation Workshop, Association of Environmental & Engineering Geologists, 2015.

Understanding & Accelerating Remediation of Contaminated Groundwater, Regenisys, 2004.

Sampling Strategies & Statistics Training for Part 201 Cleanup Criteria, MDEQ.

Michigan Air Emissions Reporting System (MAERS) Workshop, MDEQ.

M & A Advisory Services - Lead Assessor Course, Environmental Resources Management Group (ERM).

Project Management Course, ERM, 1998.

Risk Based Corrective Action, Foster Wheeler, 1995.

Site Remediation - Case Study - Michigan Environmental Health Association, Groundwater Conference, 1991.

Confined Space Entry Training Course, Competent Entrant, Attendant and Entry Supervisor, Groundwater Technology, Inc., 1994.

DOT/HM - 126F H.A.Z.M.A.T. Employee Training, Groundwater Technology, Inc.

OSHA Excavation and Trenching Safety Regulations, Competent Person Training Seminar, Groundwater Technology, Inc., 1994.

Managers Health and Safety Training, Groundwater Technology, Inc.

40-Hour Hazardous Waste Site Activities Initial Health & Safety Training, Groundwater Technology, Inc., 1988 (with annual refreshers).

Geology Field Studies, San Diego State University, 1986.

PROFESSIONAL EXPERIENCE

Petroleum Pipeline Pump Station, Southeast Michigan

- Project Director responsible for completing the final assessment/closure activities.

Newspaper Production Facility, Midwest United States

- Project Director responsible for completing regulatory compliance.

Automotive Service Center, Clinton Township, Michigan

- Project Manager responsible for final assessment and remediation activities of multiple releases.

Solid Waste Landfill, Waterford, Michigan

- Administration of the contract on behalf of the State of Michigan and evaluation of the monitoring and landfill activities. PFAS site characterization. PFAS remediation and treatment.

Former Sanicem Landfill, Auburn Hills, Michigan

- Landfill gas monitoring and reporting.

State of Michigan Statewide Expanded TRIAGE (SWET) Program

- Project support/data QA/QC review for State of Michigan LUST TRIAGE projects.

Multi-Site Divestment Project, Southeast Michigan

- Senior Project Manager responsible for completing real estate divestiture assessments at 26 locations in the metropolitan Detroit area.

State of Michigan Soil/UST Removal - Multiple Assignments

- Program Administrator/Project Director for State-wide remediation projects with the Department of Environment, Great Lakes, and Energy.





Timothy F. Hebert, CPG

Senior Project Manager

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EDUCATION/ CERTIFICATIONS

B.S., Geology, University of Akron, 1984

B.S., Biology, University of Akron, 1984

AIPG Certified Professional Geologist, No 8297

Professional Geologist: Wisconsin, Pennsylvania, Kentucky

PROFESSIONAL COURSES

Sampling Strategies and Statistics Training for Part 201 Cleanup Criteria, Michigan
Department of Environmental Quality (MDEQ)

Risk-Based Corrective Action

40-Hour Hazardous Waste Site Activities Initial Health and Safety Training

8-Hour Health and Safety Refresher

PROFESSIONAL EXPERIENCE

- **Director/Principal-in-Charge - State of Michigan Level of Effort and Indefinite-Scope/ Indefinite-Delivery Discretionary Contracts:** Provided technical and administrative management and oversight regarding the due diligence strategies and the development of work plans and design specifications for numerous projects.
- **Clean Michigan Initiative (CMI) Project Director;** Remedial Investigation (RI) Oversight at the former Michigan Department of Environmental Quality (MDEQ) Albion Steel Facility
- **CMI Project Director;** Facility Demolition, Remedial Investigation and Waste Characterization/Abatement Oversight at the MDEQ Former Owosso Sugar Beet Facility
- **CMI Project Director;** Subsurface Facility Assessment Oversight at the MDEQ Former Panelyte Facility
- **Project Director/Manager; UST Removal, Corrective Action, and Closure Program at the Lansing School District** – Directed and coordinated all technical aspects and staff in the proper closure of 33 UST systems throughout the Lansing School District's regulated/unregulated UST facilities.
- **Project Director/Project Manager; Emergency Response and Expedited Free-Product Recovery Actions at the City of DeWitt Department of Public Works**—Directed and implemented the emergency removal and corrective actions associated with the facility's ruptured diesel fuel UST.
- **Project Director/Project Manager; UST Emergency Response Actions at the Consolidated Freightways Lansing Terminal** – Directed and implemented the emergency removal and corrective actions associated with a 10,000-gallon diesel fuel UST system





Phillip A. Peterson

Senior Project Manager

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EDUCATION/ CERTIFICATIONS

B.S. Geology, Michigan State University, 1987
Certified Asbestos Building Inspector, Accreditation #A5242, State of Michigan
Certified Asbestos Project Designer, #A5242, State of Michigan
Certified Asbestos Management Planner, Accreditation #A5242, State of Michigan

PROFESSIONAL COURSES

Phase Contrast Microscopy (NIOSH 582 equivalent) - The McCrone Research Institute
Advanced Polarized Light Microscopy - The McCrone Research Institute
IAQ Microscopy - The McCrone Research Institute
CPR/First Aid - ASHA Training
Confined Space Training - TEOC
7-hour Technical Workshop on the ANSI/IICRC S-520 Guidelines - Belfor
40 Hour Hazardous Waste Operations Training - Jensen Environmental
EPA RRP Certified Renovator Training - Fibertec Industrial Hygiene Services, Inc.
Bloodborne Infectious Disease Prevention Workshop - ASHA Training
Facilities Readiness Seminar for Disaster Preparedness - Coach's Catastrophe Clean-Up
Mercury Spill Response Workshop - MDHHS
Methamphetamine Evaluation Training - Fibertec Industrial Hygiene Services, Inc.
Legionella Training - EMSL Webinar Series
Situational Leadership II - Ken Blanchard Group
XRF Operator Training - EDAX and Niton

PROFESSIONAL EXPERIENCE

- **Fibertec Industrial Hygiene Services, Inc., Lansing, MI - Vice President, Jan 2001 - December 2020** Responsible for acquiring, leading, supervising, mentoring, developing and training a staff of up to 12 employees, including Industrial Hygienists, Field Technicians, Laboratory Analysts and support staff. Responsible for successful operation of a NVLAP accredited Polarized Light Microscopy (PLM) Laboratory, including compliance with ISO 17025/2017 requirements. Responsible for conducting select training, asbestos, lead, indoor air quality, IH and methamphetamine evaluations and projects.
- **Fibertec, Inc., Holt, MI - Operations Manager - Mobile Services Department, Mar 1998 - Mar 2001** Responsible for acquiring, training, supervising and scheduling a staff of 5 GeoProbe Operators. Responsible for transition of a new manager in to my position while simultaneously acquiring, training and mentoring staff in the expanding Industrial Hygiene Division.
- **WonderMakers, Inc. (WMI), Kalamazoo, MI - Manager, Environmental Services Division, Jan 1994 - Mar 1998** Responsible for conducting asbestos and lead workplace exposure assessments with project management. Responsible for the reaccreditation and successful continuing operation of the NVLAP accredited PLM laboratory located within the DC Cook Nuclear Plant, Brigman, Michigan.
- **Fibertec, Inc., East Lansing and Holt, MI Manager, Environmental and Mobile Services Department, Apr 1992 - Jan 1994.** Responsible for scheduling and supervising department staff. Responsible for mobile analytical laboratory operation on select sites with underground contamination.





Matthew J. Germane, PE

Senior Engineer

248-773-7986

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EDUCATION/ CERTIFICATIONS

B.S., Environmental Sciences Engineering, University of Michigan, 1983
Licensed Professional Engineer, States of Michigan and Ohio
Michigan Chapter of Agricultural and Biological Engineers - Board of Directors
Multiple Michigan Wastewater Treatment Plant Licenses

PROFESSIONAL COURSES

Risk Based Corrective Action
Annual OSHA 8-Hour Health and Safety Refresher
Corp of Engineers Quality Management Course, 2002
ASABE annual Conference, Dallas, Texas, 2012
Waste to Worth Annual Conference, Seattle, Washington, 2015 & 2017
Borchardt Water/Wastewater Conference, Ann Arbor, Michigan, 2017

PROFESSIONAL EXPERIENCE

- **Pre-Demolition Environmental Due Diligence** — Over 20 properties for City of Detroit
- **Environmental Site Assessments** — Multiple property acquisition in the City of Detroit
- **Environmental Compliance** - Reviewed procedures and recommended corrective action for various manufacturing and industrial complexes throughout the US for compliance with CERCLA, RCRA, OSHA, SPCC, and other federal and state regulations. Provided project management and technical oversight for preparing over 95 SPCC plans for Wal-Mart midwest locations in a three-month period.
- **Site Investigations and Remediation** - Provided pre-remediation investigation services for sites nationwide including transportation accidents, underground storage and above ground storage tanks releases, industrial accidents, and neglectful or illegal land application of hazardous waste, followed by selecting and implementing multiple remediation technologies..
- **Multi-site Project Management, Michigan** - Managed remedial activities at over 200 retail petroleum petroleum facilities, four petroleum distribution facilities, and dozens of industrial facilities.
- **Brownfield Redevelopment, Jackson, Michigan** - Performed real estate due diligence and Brownfield services for the Brownfield redevelopment of a former Goodyear Tire manufacturing facility.
- **Agricultural Wastewater Treatment, Michigan** - Provide consulting services to multiple Michigan-based food processing industries to operate the wastewater treatment systems.
- **Design and Construction, Midwest** - Provide geotechnical investigations services, waste storage facility design, and permitting services for large livestock facilities. Construction oversight and construction testing services also provided to verify installation occurs in accordance with the state-issued permits.
- **Agricultural Environmental Compliance** - Assist agribusinesses with environmental compliance services associated with NPDES CAFO permits, EGLE Groundwater Discharge Permits, and specialty crop producers (fruits, vegetables, hemp and cannabis) with applications and permit requirements.
- **Air Permitting Services, Michigan** - Assist businesses to obtain the air permits to operate their businesses to comply with state air potential to emit emissions volumes. Assist with annual report preparation.
- **Industrial Wastewater Pre-Treatment** - assist multiple clients to discharge of their process wastewater to the local public sewer with appropriate advance pre-treatment.





Christina C. Schroeder

Environmental Scientist

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EDUCATION/ CERTIFICATIONS

B.S., Earth Science: Geology Focus, University of Michigan, 2013

PROFESSIONAL COURSES

OSHA 40-Hour Hazardous Waste Operations and Emergency Response Safety Training
OSHA 8-Hour Hazardous Waste Operations and Emergency Response Refresher Course
OSHA Confined Space Training

PROFESSIONAL EXPERIENCE

-
- **Environmental Site Assessments - Multiple Sites, Michigan and Toronto, Canada** - Performed reconnaissance, assessment of background and historical data, soil sampling, groundwater monitoring and sampling, field oversight, analysis of laboratory data and preparation of Phase I and Phase II Environmental Site Assessments (ESAs), Baseline Environmental Site Assessments (BEAs) and Documentation of Due Care Compliance (DDCC).
 - **Underground Storage Tank Removal Oversight - Multiple Sites, Michigan and Ohio** - Performed UST removal oversight, closure investigation and sampling. Prepared Initial Assessment Reports (IARs), Final Assessment Reports (FARs) and Closure Reports.
 - **Spill Prevention, Control, and Countermeasure (SPCC) Plan** - Prepared SPCC Plans for multiple automobile dealerships in Michigan.
 - **Solid Waste Landfill - Waterford, Michigan** - Monitoring and maintenance of a leachate pretreatment system. Activities also include leachate discharge monitoring in accordance with a Detroit Water and Sewer Department (DWSD) wastewater discharge permit.
 - **Sediment Analysis - Belle Isle, Detroit, Michigan** - Performed soil and sediment sampling, field oversight, soil classification and analysis of laboratory data.
 - **Preliminary Site Investigation - MDOT M-1 Rail Project, Detroit, Michigan** - Performed soil sampling along Woodward Avenue prior to M-1 Rail construction for soil disposal recommendations.
 - **Drilling Supervision - MDOT I-75 Mega Project, Oakland County, Michigan** - Performed soil sampling, soil classification, identification of ground water seepage, and field verification for design parameters.





Michael J. Marshall

Project Manager

231-747-8556

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75 West Walton Ave., Suite C, Muskegon, MI 49440

EDUCATION/ CERTIFICATIONS

B.S., Fisheries and Wildlife Sciences, Michigan State University, 1992

Juneau Icefield Research Program, University of Idaho, 1987

PROFESSIONAL COURSES

OSHA 40-Hour (29 CFR 1910.120) - Hazardous Waste Operations, 1993,

OSHA 8-Hour Annual Refreshers

8-Hour Supervisor, Hazardous Waste Operations and Emergency Response Course

ATC Associates Inc., Electrical Systems and Safety Training Certifications, Level 1 - 3

ASTM E1739-95 Risk based corrective actions at Petroleum release Sites, 2007

Assessment and Remediation of Petroleum Hydrocarbons, Alpine Environmental, Inc.

Wetlands Workshop for Local Government Officials, ERMNET, Inc.

Advanced technologies for Accelerated Natural Attenuation, Regensis, Inc.

eRAILSAFE System Line Worker Certification

CSX & CN Rail Roadway Worker Protection Contractor Safety

Pipeline Awareness for Excavator Operations

PROFESSIONAL EXPERIENCE

- **State of Michigan ISID Contract Project Manager** - Ex-Situ hazardous lead soil stabilization and treatment to render as non-hazardous for landfill disposal. Chlorinated solvent vapor intrusion investigation and mitigation system design and installation. UST removal and remedial excavation oversight at multiple sites.
- **State of Michigan Statewide Expanded TRIAGE (SWET) Program** - Project Manager for State of Michigan LUST TRIAGE projects.
- **LUST Response Investigation and Remediation, Retail Petroleum Clients in Multiple States** - Project Manager for LUST projects, including removal and in-place closures, contaminant delineation and remediation in accordance with Risk-Based Corrective Action (RBCA) procedures. Responsibilities included interfacing with environmental agencies and contractors, underground & aboveground storage tank system design and installation, and multi-phase free product recovery system design and installation.
- **Remedial [corrective Actions, Fertilizer Blending Facilities, Michigan, 2005-2011** - Projects included remedial investigation and soil removal, stormwater management, phyto-remediation system installation and source removal.
- **Wastewater Lagoon Closures, Poultry and Beef Processing Plants, Michigan, 1997-2006** - Projects included the design and implementation of the closure plans for the wastewater treatment systems' anaerobic seepage lagoons.
- **Emergency Spill Response Investigations and Remediation, Transportation Clients, Michigan, 1997-2013** - Served as Project Manager on over 200 Emergency Response Clean-up projects.
- **Environmental Site Assessments (ESAs), Michigan** - Served as Project Manager and provided oversight on over 200 Phase II ESAs throughout the state of Michigan.
- **Baseline environmental Assessments (BEAs)** - Completed BEAs and Due Care Plans for numerous contaminated sites in accordance with State of Michigan requirements.





Craig A. Savage, CPG

Senior Project Manager

248-773-7986

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EDUCATION/ CERTIFICATIONS

B.A., Environmental Studies, Binghamton University (SUNY-Binghamton)

B.S., Geology, Binghamton University (SUNY-Binghamton)

M.S., Geology, University of Nebraska-Lincoln

Certified Professional Geologist, #08052, American Institute of Professional Geologists

Certified Professional Geologist, #113498, Kentucky

Certified Underground Storage Tank Professional, #284, State of Michigan

PROFESSIONAL COURSES

40-Hour Hazardous Waste Site Activities Initial Health and Safety Training,

8-Hour Health and Safety Refresher

e-Rail Safe

PROFESSIONAL EXPERIENCE

- **Power Plant Water Allocation Studies, Various Locations, Various Clients** Reviewed hydrogeological conditions and conducted water resource evaluations for siting proposed power plants in New Jersey and Indiana. Reviewed existing local supply wells and current water allocation budgets, assessed groundwater quality, evaluated potential withdrawal rates from local aquifers, and conducted meetings with other team members, subconsultants, and state regulators.
- **Poly/Per Fluorinated Alkyl Substances (PFAS) Investigation, Former Manufacturing Facility, Genesee County Brownfield Authority, Flint, MI** Directed planning and participated in collection of groundwater samples for PFAS evaluation at a former industrial facility. The client was concerned about liabilities associated with PFAS due to potential upgradient sources and proximity to surface water.
- **Groundwater and Soil Vapor Monitoring, Large Public University in MI** Conducted groundwater investigation and soil vapor intrusion assessment at a former manufacturing building currently used as an archive. Collected data for determining groundwater flow direction and gradient, concentrations of chlorinated volatile organic compounds in groundwater and sub-slab soil gasses under the building, and assessment of indoor vapor intrusion risks.
- **Groundwater Remediation and VI NFA, Former Manufacturing Plant, St. Johns, MI** Advanced soil borings and used membrane interface hydraulic profiling technology (MIHPT) to determine distribution of chlorinated VOCs in a thin sand and gravel aquifer and determined extent of VOC penetration into adjacent clay units. Data was used to design and implement a permeable reactive barrier (PRB) consisting of microparticulate GAC to sequester contaminants, and ZVI and anaerobic biological remediation to destroy contaminants in place. Trichloroethene concentrations decreased from 22,000 ug/L to less than detection limits in 12 months. Prepared a detailed conceptual site model and provided data to demonstrate that the vapor intrusion pathway is not complete in neighborhoods surrounding the site, obtaining an NFA for vapor intrusion.



ATTACHMENT B

CERTIFICATION OF MICHIGAN BASED BUSINESS AND RESPONSIBILITY CERTIFICATE



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 of 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: 48393)
- ☐ 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: _____)

Bidder: Environmental Resources Group, LLC

Robert T. Reichenbach

Authorized Agent Name (print or type)

21 X [Signature] 3.3.2022

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.
 - 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 time 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: Environmental Resources Group, LLC

Robert T. Reichenbach

Authorized Agent Name (print or type)

 3/3/2022
 Authorized Agent Signature & Date

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



Environmental Resources Group

Assessment • Remediation • Compliance • Risk Management

PART II – COST PROPOSAL

DEPARTMENT OF TECHNOLOGY, MANAGEMENT, AND BUDGET

2022 ENVIRONMENTAL EXPANDED TRIAGE ISID

PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

VARIOUS LOCATIONS, MICHIGAN

PREPARED FOR:

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT, AND BUDGET
FACILITIES AND BUSINESS SERVICES ADMINISTRATION
DESIGN AND CONSTRUCTION DIVISION
3111 W. ST. JOSEPH STREET
LANSING, MICHIGAN 48917**

PREPARED BY:

**ENVIRONMENTAL RESOURCES GROUP, LLC
28003 CENTER OAKS COURT, SUITE 106
WIXOM, MICHIGAN 48393**

ERG PROPOSAL NO.: 9339

MARCH 3, 2022

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET**DEQ DISTRICT: BAY CITY DISTRICT****Firm Name** Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|------------------|---|-------------|-----------------|-------------------|-----------------|
| 1a | Project Administration and Work Plan | Lump Sum | 1 | 548 | \$ 548.00 |
| 1b | Municipal Road Right of Way Permit | Lump Sum | 1 | 426 | \$ 426.00 |
| 1c | Signage for Road Work | Lump Sum | 1 | 60 | \$ 60.00 |
| 2a | Mob/ Demob – Direct Push Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2b | Mob / Demob – HSA Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2c | Mob / Demob – Rock Drilling | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2d | Mob / Demob – LIF-UVOST™ | Lump Sum | 1 | 4474 | \$ 4,474.00 |
| 2e | Mob/ Demob – Soil-Gas | Lump Sum | 1 | 1724 | \$ 1,724.00 |
| 3 | Site Recon. GPR/EM | Lump Sum | 1 | 1032 | \$ 1,032.00 |
| 4 | Direct Push Borings (0-80 ft bgs) | Lineal Feet | 500 | 5.532 | \$ 2,766.00 |
| 4a | Direct Push Soil Samples- VOCs | Sample | 30 | 0 | \$ - |
| 4b | Direct Push Soil Samples- SVOCs | Sample | 15 | 0 | \$ - |
| 4c | Direct Push Water Samples- VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 4d | Direct Push Water Samples- SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 5 | Drill Rig with HSA (0- 80 ft bgs) | Lineal Feet | 500 | \$ 8.50 | \$ 4,250.00 |
| 5a | Drill Rig Soil Samples - VOCs | Sample | 30 | | \$ - |
| 5b | Drill Rig Soil Samples – SVOCs | Sample | 15 | 0 | \$ - |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET

DEQ DISTRICT: BAY CITY DISTRICT

Firm Name Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|-----------|---|-------------------------|----------|------------|-------------|
| 5c | Drill Rig Water Samples - VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 5d | Drill Rig Water Samples - SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 6 | Rock Drilling (0 – 80 ft bgs) | Lineal Feet | 500 | \$ 1.89 | \$ 945.00 |
| 6a | Rock Drilling Water Samples - VOCs | Sample | 20 | 0 | \$ - |
| 6b | Rock Drilling Water Samples - SVOCs | Sample | 10 | 0 | \$ - |
| 7 | LIF-UVOST™ (0 – 60 ft bgs) | Lineal Feet | 300 | \$ 2.95 | \$ 884.00 |
| 8a | Soil-Gas Point Installation and Sampling (0 – 10 ft bgs) | Soil Gas Point | 15 | \$ 62.20 | \$ 933.00 |
| 8b | Sub-Slab Soil-Gas Point Installation and Sampling | Sub-Slab Sampling Point | 5 | 193.60 | \$ 968.00 |
| 9 | Monitoring Well Sampling | Well | 10 | \$ 102.50 | \$ 1,025.00 |
| 10 | Monitoring Well Abandonment | Lineal Foot | 500 | \$ 4.78 | \$ 2,388.00 |
| 11 | Site Survey | Lump Sum | 1 | 2500 | \$ 2,500.00 |
| 12 | Site Restoration | Lump Sum | 1 | 622.00 | \$ 622.00 |
| 13 | IDW Disposal | | | | |
| 13a | IDW Disposal Soil | Drum | 1 | 75 | \$ 75.00 |
| 13b | IDW Disposal Water | Drum | 1 | 75 | \$ 75.00 |
| 14 | Report | Report | 1 | 1964 | \$ 1,964.00 |

TOTAL

\$ 38,756.00

Phase 100 Study

| | |
|-------------------------|--------------------|
| PHASE 100 FEES | \$ 11,762.00 |
| PHASE 100 REIMBURSABLES | \$ 26,994.00 |
| TOTAL | \$38,756.00 |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET

DEQ DISTRICT: CADILLAC DISTRICT

Firm Name Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|-----------|---|-------------|----------|------------|-------------|
| 1a | Project Administration and Work Plan | Lump Sum | 1 | 548 | \$ 548.00 |
| 1b | Municipal Road Right of Way Permit | Lump Sum | 1 | 426 | \$ 426.00 |
| 1c | Signage for Road Work | Lump Sum | 1 | 60 | \$ 60.00 |
| 2a | Mob/ Demob – Direct Push Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2b | Mob / Demob – HSA Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2c | Mob / Demob – Rock Drilling | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2d | Mob / Demob – LIF-UVOST™ | Lump Sum | 1 | 4474 | \$ 4,474.00 |
| 2e | Mob/ Demob – Soil-Gas | Lump Sum | 1 | 1724 | \$ 1,724.00 |
| 3 | Site Recon. GPR/EM | Lump Sum | 1 | 1032 | \$ 1,032.00 |
| 4 | Direct Push Borings (0-80 ft bgs) | Lineal Feet | 500 | 5.532 | \$ 2,766.00 |
| 4a | Direct Push Soil Samples- VOCs | Sample | 30 | 0 | \$ - |
| 4b | Direct Push Soil Samples- SVOCs | Sample | 15 | 0 | \$ - |
| 4c | Direct Push Water Samples- VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 4d | Direct Push Water Samples- SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 5 | Drill Rig with HSA (0- 80 ft bgs) | Lineal Feet | 500 | \$ 10.63 | \$ 5,312.50 |
| 5a | Drill Rig Soil Samples - VOCs | Sample | 30 | | \$ - |
| 5b | Drill Rig Soil Samples – SVOCs | Sample | 15 | 0 | \$ - |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET

DEQ DISTRICT: CADILLAC DISTRICT

Firm Name Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|-----------|---|-------------------------|----------|------------|-------------|
| 5c | Drill Rig Water Samples - VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 5d | Drill Rig Water Samples - SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 6 | Rock Drilling (0 – 80 ft bgs) | Lineal Feet | 500 | \$ 1.89 | \$ 945.00 |
| 6a | Rock Drilling Water Samples - VOCs | Sample | 20 | 0 | \$ - |
| 6b | Rock Drilling Water Samples - SVOCs | Sample | 10 | 0 | \$ - |
| 7 | LIF-UVOST™ (0 – 60 ft bgs) | Lineal Feet | 300 | \$ 2.95 | \$ 884.00 |
| 8a | Soil-Gas Point Installation and Sampling (0 – 10 ft bgs) | Soil Gas Point | 15 | \$ 62.20 | \$ 933.00 |
| 8b | Sub-Slab Soil-Gas Point Installation and Sampling | Sub-Slab Sampling Point | 5 | 193.60 | \$ 968.00 |
| 9 | Monitoring Well Sampling | Well | 10 | \$ 102.50 | \$ 1,025.00 |
| 10 | Monitoring Well Abandonment | Lineal Foot | 500 | \$ 4.78 | \$ 2,388.00 |
| 11 | Site Survey | Lump Sum | 1 | 2500 | \$ 2,500.00 |
| 12 | Site Restoration | Lump Sum | 1 | 622.00 | \$ 622.00 |
| 13 | IDW Disposal | | | | |
| 13a | IDW Disposal Soil | Drum | 1 | 75 | \$ 75.00 |
| 13b | IDW Disposal Water | Drum | 1 | 75 | \$ 75.00 |
| 14 | Report | Report | 1 | 1964 | \$ 1,964.00 |

TOTAL

\$ 38,756.00

Phase 100 Study

| | |
|-------------------------|--------------------|
| PHASE 100 FEES | \$ 11,762.00 |
| PHASE 100 REIMBURSABLES | \$ 26,994.00 |
| TOTAL | \$38,756.00 |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET
DEQ DISTRICT: GRAND RAPIDS DISTRICT

Firm Name Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|-----------|---|-------------|----------|------------|-------------|
| 1a | Project Administration and Work Plan | Lump Sum | 1 | 548 | \$ 548.00 |
| 1b | Municipal Road Right of Way Permit | Lump Sum | 1 | 426 | \$ 426.00 |
| 1c | Signage for Road Work | Lump Sum | 1 | 60 | \$ 60.00 |
| 2a | Mob/ Demob – Direct Push Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2b | Mob / Demob – HSA Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2c | Mob / Demob – Rock Drilling | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2d | Mob / Demob – LIF-UVOST™ | Lump Sum | 1 | 4474 | \$ 4,474.00 |
| 2e | Mob/ Demob – Soil-Gas | Lump Sum | 1 | 1724 | \$ 1,724.00 |
| 3 | Site Recon. GPR/EM | Lump Sum | 1 | 1032 | \$ 1,032.00 |
| 4 | Direct Push Borings (0-80 ft bgs) | Lineal Feet | 500 | 5.532 | \$ 2,766.00 |
| 4a | Direct Push Soil Samples- VOCs | Sample | 30 | 0 | \$ - |
| 4b | Direct Push Soil Samples- SVOCs | Sample | 15 | 0 | \$ - |
| 4c | Direct Push Water Samples- VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 4d | Direct Push Water Samples- SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 5 | Drill Rig with HSA (0- 80 ft bgs) | Lineal Feet | 500 | \$ 8.50 | \$ 4,250.00 |
| 5a | Drill Rig Soil Samples - VOCs | Sample | 30 | | \$ - |
| 5b | Drill Rig Soil Samples – SVOCs | Sample | 15 | 0 | \$ - |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET

DEQ DISTRICT: GRAND RAPIDS DISTRICT

Firm Name Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|-----------|---|-------------------------|----------|------------|-------------|
| 5c | Drill Rig Water Samples - VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 5d | Drill Rig Water Samples - SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 6 | Rock Drilling (0 – 80 ft bgs) | Lineal Feet | 500 | \$ 1.89 | \$ 945.00 |
| 6a | Rock Drilling Water Samples - VOCs | Sample | 20 | 0 | \$ - |
| 6b | Rock Drilling Water Samples - SVOCs | Sample | 10 | 0 | \$ - |
| 7 | LIF-UVOST™ (0 – 60 ft bgs) | Lineal Feet | 300 | \$ 2.95 | \$ 884.00 |
| 8a | Soil-Gas Point Installation and Sampling (0 – 10 ft bgs) | Soil Gas Point | 15 | \$ 62.20 | \$ 933.00 |
| 8b | Sub-Slab Soil-Gas Point Installation and Sampling | Sub-Slab Sampling Point | 5 | 193.60 | \$ 968.00 |
| 9 | Monitoring Well Sampling | Well | 10 | \$ 102.50 | \$ 1,025.00 |
| 10 | Monitoring Well Abandonment | Lineal Foot | 500 | \$ 4.78 | \$ 2,388.00 |
| 11 | Site Survey | Lump Sum | 1 | 2500 | \$ 2,500.00 |
| 12 | Site Restoration | Lump Sum | 1 | 622.00 | \$ 622.00 |
| 13 | IDW Disposal | | | | |
| 13a | IDW Disposal Soil | Drum | 1 | 75 | \$ 75.00 |
| 13b | IDW Disposal Water | Drum | 1 | 75 | \$ 75.00 |
| 14 | Report | Report | 1 | 1964 | \$ 1,964.00 |

TOTAL

\$ 38,756.00

Phase 100 Study

| | |
|-------------------------|--------------------|
| PHASE 100 FEES | \$ 11,762.00 |
| PHASE 100 REIMBURSABLES | \$ 26,994.00 |
| TOTAL | \$38,756.00 |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET

DEQ DISTRICT: JACKSON DISTRICT

Firm Name Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|-----------|---|-------------|----------|------------|-------------|
| 1a | Project Administration and Work Plan | Lump Sum | 1 | 548 | \$ 548.00 |
| 1b | Municipal Road Right of Way Permit | Lump Sum | 1 | 426 | \$ 426.00 |
| 1c | Signage for Road Work | Lump Sum | 1 | 60 | \$ 60.00 |
| 2a | Mob/ Demob – Direct Push Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2b | Mob / Demob – HSA Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2c | Mob / Demob – Rock Drilling | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2d | Mob / Demob – LIF-UVOST™ | Lump Sum | 1 | 4474 | \$ 4,474.00 |
| 2e | Mob/ Demob – Soil-Gas | Lump Sum | 1 | 1724 | \$ 1,724.00 |
| 3 | Site Recon. GPR/EM | Lump Sum | 1 | 1032 | \$ 1,032.00 |
| 4 | Direct Push Borings (0-80 ft bgs) | Lineal Feet | 500 | 5.532 | \$ 2,766.00 |
| 4a | Direct Push Soil Samples- VOCs | Sample | 30 | 0 | \$ - |
| 4b | Direct Push Soil Samples- SVOCs | Sample | 15 | 0 | \$ - |
| 4c | Direct Push Water Samples- VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 4d | Direct Push Water Samples- SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 5 | Drill Rig with HSA (0- 80 ft bgs) | Lineal Feet | 500 | \$ 8.50 | \$ 4,250.00 |
| 5a | Drill Rig Soil Samples - VOCs | Sample | 30 | | \$ - |
| 5b | Drill Rig Soil Samples – SVOCs | Sample | 15 | 0 | \$ - |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET

DEQ DISTRICT: JACKSON DISTRICT

Firm Name Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|-----------|---|-------------------------|----------|------------|-------------|
| 5c | Drill Rig Water Samples - VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 5d | Drill Rig Water Samples - SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 6 | Rock Drilling (0 – 80 ft bgs) | Lineal Feet | 500 | \$ 1.89 | \$ 945.00 |
| 6a | Rock Drilling Water Samples - VOCs | Sample | 20 | 0 | \$ - |
| 6b | Rock Drilling Water Samples - SVOCs | Sample | 10 | 0 | \$ - |
| 7 | LIF-UVOST™ (0 – 60 ft bgs) | Lineal Feet | 300 | \$ 2.95 | \$ 884.00 |
| 8a | Soil-Gas Point Installation and Sampling (0 – 10 ft bgs) | Soil Gas Point | 15 | \$ 62.20 | \$ 933.00 |
| 8b | Sub-Slab Soil-Gas Point Installation and Sampling | Sub-Slab Sampling Point | 5 | 193.60 | \$ 968.00 |
| 9 | Monitoring Well Sampling | Well | 10 | \$ 102.50 | \$ 1,025.00 |
| 10 | Monitoring Well Abandonment | Lineal Foot | 500 | \$ 4.78 | \$ 2,388.00 |
| 11 | Site Survey | Lump Sum | 1 | 2500 | \$ 2,500.00 |
| 12 | Site Restoration | Lump Sum | 1 | 622.00 | \$ 622.00 |
| 13 | IDW Disposal | | | | |
| 13a | IDW Disposal Soil | Drum | 1 | 75 | \$ 75.00 |
| 13b | IDW Disposal Water | Drum | 1 | 75 | \$ 75.00 |
| 14 | Report | Report | 1 | 1964 | \$ 1,964.00 |

TOTAL

\$ 38,756.00

Phase 100 Study

| | |
|-------------------------|--------------------|
| PHASE 100 FEES | \$ 11,762.00 |
| PHASE 100 REIMBURSABLES | \$ 26,994.00 |
| TOTAL | \$38,756.00 |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET**DEQ DISTRICT: LANSING DISTRICT****Firm Name** Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|------------------|---|-------------|-----------------|-------------------|-----------------|
| 1a | Project Administration and Work Plan | Lump Sum | 1 | 548 | \$ 548.00 |
| 1b | Municipal Road Right of Way Permit | Lump Sum | 1 | 426 | \$ 426.00 |
| 1c | Signage for Road Work | Lump Sum | 1 | 60 | \$ 60.00 |
| 2a | Mob/ Demob – Direct Push Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2b | Mob / Demob – HSA Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2c | Mob / Demob – Rock Drilling | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2d | Mob / Demob – LIF-UVOST™ | Lump Sum | 1 | 4474 | \$ 4,474.00 |
| 2e | Mob/ Demob – Soil-Gas | Lump Sum | 1 | 1724 | \$ 1,724.00 |
| 3 | Site Recon. GPR/EM | Lump Sum | 1 | 1032 | \$ 1,032.00 |
| 4 | Direct Push Borings (0-80 ft bgs) | Lineal Feet | 500 | 5.532 | \$ 2,766.00 |
| 4a | Direct Push Soil Samples- VOCs | Sample | 30 | 0 | \$ - |
| 4b | Direct Push Soil Samples- SVOCs | Sample | 15 | 0 | \$ - |
| 4c | Direct Push Water Samples- VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 4d | Direct Push Water Samples- SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 5 | Drill Rig with HSA (0- 80 ft bgs) | Lineal Feet | 500 | \$ 8.50 | \$ 4,250.00 |
| 5a | Drill Rig Soil Samples - VOCs | Sample | 30 | | \$ - |
| 5b | Drill Rig Soil Samples – SVOCs | Sample | 15 | 0 | \$ - |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET

DEQ DISTRICT: LANSING DISTRICT

Firm Name Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|-----------|---|-------------------------|----------|------------|-------------|
| 5c | Drill Rig Water Samples - VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 5d | Drill Rig Water Samples - SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 6 | Rock Drilling (0 – 80 ft bgs) | Lineal Feet | 500 | \$ 1.89 | \$ 945.00 |
| 6a | Rock Drilling Water Samples - VOCs | Sample | 20 | 0 | \$ - |
| 6b | Rock Drilling Water Samples - SVOCs | Sample | 10 | 0 | \$ - |
| 7 | LIF-UVOST™ (0 – 60 ft bgs) | Lineal Feet | 300 | \$ 2.95 | \$ 884.00 |
| 8a | Soil-Gas Point Installation and Sampling (0 – 10 ft bgs) | Soil Gas Point | 15 | \$ 62.20 | \$ 933.00 |
| 8b | Sub-Slab Soil-Gas Point Installation and Sampling | Sub-Slab Sampling Point | 5 | 193.60 | \$ 968.00 |
| 9 | Monitoring Well Sampling | Well | 10 | \$ 102.50 | \$ 1,025.00 |
| 10 | Monitoring Well Abandonment | Lineal Foot | 500 | \$ 4.78 | \$ 2,388.00 |
| 11 | Site Survey | Lump Sum | 1 | 2500 | \$ 2,500.00 |
| 12 | Site Restoration | Lump Sum | 1 | 622.00 | \$ 622.00 |
| 13 | IDW Disposal | | | | |
| 13a | IDW Disposal Soil | Drum | 1 | 75 | \$ 75.00 |
| 13b | IDW Disposal Water | Drum | 1 | 75 | \$ 75.00 |
| 14 | Report | Report | 1 | 1964 | \$ 1,964.00 |

TOTAL

\$ 38,756.00

Phase 100 Study

| | |
|-------------------------|--------------------|
| PHASE 100 FEES | \$ 11,762.00 |
| PHASE 100 REIMBURSABLES | \$ 26,994.00 |
| TOTAL | \$38,756.00 |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET

DEQ DISTRICT: SE MICHIGAN DISTRICT

Firm Name Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|-----------|---|-------------|----------|------------|-------------|
| 1a | Project Administration and Work Plan | Lump Sum | 1 | 548 | \$ 548.00 |
| 1b | Municipal Road Right of Way Permit | Lump Sum | 1 | 426 | \$ 426.00 |
| 1c | Signage for Road Work | Lump Sum | 1 | 60 | \$ 60.00 |
| 2a | Mob/ Demob – Direct Push Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2b | Mob / Demob – HSA Soil/Water | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2c | Mob / Demob – Rock Drilling | Lump Sum | 1 | 2449 | \$ 2,449.00 |
| 2d | Mob / Demob – LIF-UVOST™ | Lump Sum | 1 | 4474 | \$ 4,474.00 |
| 2e | Mob/ Demob – Soil-Gas | Lump Sum | 1 | 1724 | \$ 1,724.00 |
| 3 | Site Recon. GPR/EM | Lump Sum | 1 | 1032 | \$ 1,032.00 |
| 4 | Direct Push Borings (0-80 ft bgs) | Lineal Feet | 500 | 5.532 | \$ 2,766.00 |
| 4a | Direct Push Soil Samples- VOCs | Sample | 30 | 0 | \$ - |
| 4b | Direct Push Soil Samples- SVOCs | Sample | 15 | 0 | \$ - |
| 4c | Direct Push Water Samples- VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 4d | Direct Push Water Samples- SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 5 | Drill Rig with HSA (0- 80 ft bgs) | Lineal Feet | 500 | \$ 8.50 | \$ 4,250.00 |
| 5a | Drill Rig Soil Samples - VOCs | Sample | 30 | | \$ - |
| 5b | Drill Rig Soil Samples – SVOCs | Sample | 15 | 0 | \$ - |

2022 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET

DEQ DISTRICT: SE MICHIGAN DISTRICT

Firm Name Environmental Resources Group

| Line Item | Description | Unit | Quantity | Unit Price | Subtotal |
|-----------|---|-------------------------|----------|------------|-------------|
| 5c | Drill Rig Water Samples - VOCs | Sample | 20 | 75 | \$ 1,500.00 |
| 5d | Drill Rig Water Samples - SVOCs | Sample | 10 | 37.5 | \$ 375.00 |
| 6 | Rock Drilling (0 – 80 ft bgs) | Lineal Feet | 500 | \$ 1.89 | \$ 945.00 |
| 6a | Rock Drilling Water Samples - VOCs | Sample | 20 | 0 | \$ - |
| 6b | Rock Drilling Water Samples - SVOCs | Sample | 10 | 0 | \$ - |
| 7 | LIF-UVOST™ (0 – 60 ft bgs) | Lineal Feet | 300 | \$ 2.95 | \$ 884.00 |
| 8a | Soil-Gas Point Installation and Sampling (0 – 10 ft bgs) | Soil Gas Point | 15 | \$ 62.20 | \$ 933.00 |
| 8b | Sub-Slab Soil-Gas Point Installation and Sampling | Sub-Slab Sampling Point | 5 | 193.60 | \$ 968.00 |
| 9 | Monitoring Well Sampling | Well | 10 | \$ 102.50 | \$ 1,025.00 |
| 10 | Monitoring Well Abandonment | Lineal Foot | 500 | \$ 4.78 | \$ 2,388.00 |
| 11 | Site Survey | Lump Sum | 1 | 2500 | \$ 2,500.00 |
| 12 | Site Restoration | Lump Sum | 1 | 622.00 | \$ 622.00 |
| 13 | IDW Disposal | | | | |
| 13a | IDW Disposal Soil | Drum | 1 | 75 | \$ 75.00 |
| 13b | IDW Disposal Water | Drum | 1 | 75 | \$ 75.00 |
| 14 | Report | Report | 1 | 1964 | \$ 1,964.00 |

TOTAL

\$ 38,756.00

Phase 100 Study

| | |
|-------------------------|--------------------|
| PHASE 100 FEES | \$ 11,762.00 |
| PHASE 100 REIMBURSABLES | \$ 26,994.00 |
| TOTAL | \$38,756.00 |

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFOR
PROFESSIONAL SERVICES - 2022 EXPANDED TRIAGE ISID

Firm Name Environemntal Resources Group

Yearly Hourly Billing Rate Increase 0%

| Level | Employee(s) Name | Position/Classification | Year 2022 | Year 2023 | Year 2024 | Year 2025 |
|-------|------------------------------|--|-----------|-----------|-----------|-----------|
| P4 | Robert T. Reichenbach CPG ** | Program Manager / Contract Administor | \$ 140.00 | \$ 140.00 | \$ 140.00 | \$ 140.00 |
| P4 | Robert J. Zwald CPG | Senior Project Manager / QA/QC Manager | 140 | 140 | 140 | 140 |
| P4 | Timothy Hebert CPG ** | Senior Project Manager / QA/QC Manager | 140 | 140 | 140 | 140 |
| P4 | Craig Savage CPG ** | Senior Project Manager / QA/QC Manager | 140 | 140 | 140 | 140 |
| P4 | Mala C. Hettiarachchi, PE | Senior Engineer | 140 | 140 | 140 | 140 |
| P4 | Matthew Germane, PE ** | Senior Project Engineer | 140 | 140 | 140 | 140 |
| T3 | David Yost | Sr. Technician/Geologist | 74 | 74 | 74 | 74 |
| T1 | Alan Reichenbach | Field Technician | 62 | 62 | 62 | 62 |
| P2 | Gabrielle LaFayette | Staff Geologist | 88 | 88 | 88 | 88 |
| P4 | James Kirsch, PE | Project Engineer | 140 | 140 | 140 | 140 |
| P3 | Joseph Sullivan | Project Geologist | 120 | 120 | 120 | 120 |
| P2 | Justin Collinash | Staff Geologist | 88 | 88 | 88 | 88 |
| P1 | Lindsey Stone | Field Scientist | 78 | 78 | 78 | 78 |
| P1 | Jaclyn Oliver | Field Geologist | 78 | 78 | 78 | 78 |
| P2 | Jacqueline Freiberg | Staff Geologist | 88 | 88 | 88 | 88 |
| P1 | Erik Eikey | Field Geologist | 78 | 78 | 78 | 78 |
| P4 | Phillip Peterson ** | Sr. Project Manager | 140 | 140 | 140 | 140 |
| C | Kylie Kutney | Administrative | 68 | 68 | 68 | 68 |
| P3 | Laura Lambert | Sr. Geologist | 120 | 120 | 120 | 120 |
| P3 | Christina Schroeder ** | Project Manager | 120 | 120 | 120 | 120 |
| P3 | Charles Badgerow | Sr. Geologist | 120 | 120 | 120 | 120 |
| C | Rebecca Bloom | Administrative | 68 | 68 | 68 | 68 |
| C | Barbara Billings | Administrative | 68 | 68 | 68 | 68 |
| P1 | Jacob Henning, EIT | Field Engineer | 78 | 78 | 78 | 78 |
| P1 | Tristan Morales | Field Geologist | 78 | 78 | 78 | 78 |
| P2 | Kaleb Schetter | Staff Geologist | 88 | 88 | 88 | 88 |
| T3 | Benjamin Jordan | Sr. Technician | 74 | 74 | 74 | 74 |
| P1 | Lance Crenno | Field Geologist | 78 | 78 | 78 | 78 |

| Level | Employee(s) Name | Position/Classification | Year 2022 | Year 2023 | Year 2024 | Year 2025 |
|-------|---------------------|-------------------------|-----------|-----------|-----------|-----------|
| C | Catlin Sather | Administrative | 68 | 68 | 68 | 68 |
| P1 | Hannah Kamper | Field Geologist | 78 | 78 | 78 | 78 |
| P1 | Sarah Zrull | Field Geologist | 78 | 78 | 78 | 78 |
| P4 | Alfred Jordan II | Sr. Project Manager | 140 | 140 | 140 | 140 |
| P3 | Michael Marshall ** | Sr. Scientist | 120 | 120 | 120 | 120 |
| P2 | Taylor Vergin | Staff Geologist | 88 | 88 | 88 | 88 |
| T1 | Holly Grow | Field Technician | 62 | 62 | 62 | 62 |

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

** Key Project Personnel

APPENDIX 3

PROFESSIONAL CERTIFICATION FORMS (Please see pages 65 - 66 of contract)

APPENDIX 4

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

The following instructions are to be used by the Professional Services Professional 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. A moderate mark-up of the Professional's Consultant services hourly billing rates, not to exceed 5%, will be allowed.

The Department will reimburse the Professional for 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 such items are provided in house by the Professional.**

2022 HOURLY BILLING RATE

Based on 2021 Expenses

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

SALARIES:

Principals (Not Project Related)
Clerical/Secretarial
Technical (Not Project Related)
Temporary Help
Technical Training
Recruiting Expenses

OFFICE FACILITIES:

Rents and
Related
Expenses
Utilities
Cleaning and Repair

SUPPLIES:

Postage
Drafting
Room
Supplies
General
Office
Supplies
Library

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture
and Fixtures
Instruments

TRAVEL:

All Project-Related Travel

MISCELLANEOUS:

Professional
Organization Dues
for Principals and
Employees
Licensing Fees

SERVICES

(NONPROFESSIONAL):

Telephone and Telegram

EMPLOYEE BENEFITS:

Hospitalization
Employer's F.I.C.A. Tax
Unemployment Insurance
Federal Unemployment Tax
Disability
Worker's
Compensation
Vacation
Holidays
Sick Pay
Medical
Payments
Pension
Funds
Insurance - Life
Retirement Plans

PRINTING AND DUPLICATION:

Specifications (other than
Contract Bidding Documents)
Drawings (other than Contract
Bidding Documents)

Xerox/Reproduction

Maps and
Charts
Magazine
Subscriptions

SERVICES (PROFESSIONAL):

Accounting
Legal

Employee
nt Fees
Computer
Services
Research

FINANCIAL:

Depreciation

Messenger Services

TAXES:

Franchise Taxes
Occupancy Tax
Unincorporated Business Tax

Property Tax
Single

Business

Tax Income

Tax

INSURANCE:

Professional

Liability Insurance

Flight and

Commercial

Vehicle Valuable

Papers

Office

Liability

Office Theft

Premises

Insurance

Key-Personnel Insurance

Photographs

LOSSES:

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

| |
|--|
| <p align="center">DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2021</p> |
|--|

MICHIGAN SELECT CITIES *

| | Individual | Group Meeting (pre-arranged and approved) |
|-----------|-------------------|--|
| Lodging** | \$85.00 | \$85.00 |
| Breakfast | \$10.25 | \$13.25 |
| Lunch | \$10.25 | \$13.25 |
| Dinner | \$24.25 | \$27.25 |

MICHIGAN IN-STATE ALL OTHER

| | Individual | Group Meeting (pre-arranged and approved) |
|-----------------|-------------------|--|
| Lodging** | \$85.00 | \$85.00 |
| Breakfast | \$ 8.50 | \$11.50 |
| Lunch | \$ 8.50 | \$11.50 |
| Dinner | \$19.00 | \$22.00 |
| Per Diem | \$87.00 | |
| Lodging | \$51.00 | |
| Breakfast | \$ 8.50 | |
| Lunch | \$ 8.50 | |
| Dinner | \$19.00 | |

OUT-OF-STATE SELECT CITIES *

| | Individual | Group Meeting (pre-arranged and approved) |
|-----------|-----------------------|--|
| Lodging** | Contact Conlin Travel | Contact Conlin Travel |
| Breakfast | \$13.00 | \$16.00 |
| Lunch | \$13.00 | \$16.00 |
| Dinner | \$25.25 | \$28.25 |

OUT-OF-STATE ALL OTHER

| | Individual | Group Meeting (pre-arranged and approved) |
|-----------------|-----------------------|--|
| Lodging** | Contact Conlin Travel | Contact Conlin Travel |
| Breakfast | \$10.25 | \$13.25 |
| Lunch | \$10.25 | \$13.25 |
| Dinner | \$23.50 | \$26.50 |
| Per Diem | \$95.00 | |
| Lodging | \$51.00 | |
| Breakfast | \$10.25 | |
| Lunch | \$10.25 | |
| Dinner | \$23.50 | |

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

Mileage Rates

| | |
|---------------|------------------|
| Premium Rate | \$0.560 per mile |
| Standard Rate | \$0.360 per mile |

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT HIGH COST CITY LIST

TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES

Effective October 1, 2021

Michigan Select Cities/Counties

| <u>Cities</u> | <u>Counties</u> |
|---|--|
| Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City | All of Grand Traverse, Oakland and Wayne |

Out of State Select Cities/Counties

| <u>State</u> | <u>City/County</u> | <u>State</u> | <u>City/County</u> |
|----------------------|---|---------------------|--|
| Arizona | Phoenix, Scottsdale, Sedona | Maine | Bar Harbor, Kennebunk, Kittery, Rockport, Sanford |
| California | Los Angeles (Los Angeles, Orange, Mendocino & Ventura Counties, and Edwards AFB), Eureka, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park | Maryland | Counties of Montgomery & Prince Georges, Baltimore City, Ocean City |
| | | Massachusetts | Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard |
| | | Minnesota | Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties) |
| | | Nevada | Las Vegas |
| | | New Mexico | Santa Fe |
| Colorado | Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail | New York | Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Riverhead, Ronkonkoma, Melville, Suffolk County, Tarrytown, White Plains, New Rochelle |
| Connecticut | Bridgeport, Danbury | | |
| District of Columbia | Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia) | Ohio | Cincinnati |
| | | Pennsylvania | Bucks County, Pittsburgh |
| | | Rhode Island | Bristol, Jamestown/Middletown/Newport (Newport County) Providence |
| Florida | Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West | Texas | Austin, Dallas, Houston, L.B. Johnson Space Center |
| Georgia | Jekyll Island, Brunswick | Utah | Park City (Summit County) |
| Idaho | Sun Valley, Ketchum | Vermont | Manchester, Montpelier, Stowe (Lamoille County) |
| | | Virginia | Alexandria, Falls Church, Fairfax |
| Illinois | Chicago (Cook and Lake counties) | Washington | Port Angeles, Port Townsend, Seattle |
| Kentucky | Kenton | Wyoming | Jackson, Pinedale |
| Louisiana | New Orleans | | |

APPENDIX 5
CERTIFICATES OF INSURANCE



ENVIRES-01

CKNICKERBOCKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2022

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

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

| | | |
|--|--|--|
| PRODUCER General Agency Company 525 E. Broadway Mount Pleasant, MI 48858 | CONTACT NAME: Carmen France PHONE (A/C, No, Ext): (989) 817-4231 FAX (A/C, No): (989) 772-1855 E-MAIL ADDRESS: cfrance@ga-ins.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Environmental Resources Group LLC 28003 Center Oaks Ct #106 Wixom, MI 48393 | INSURER A: Scottsdale Insurance Company NAIC # 41297 | |
| | INSURER B: Union Insurance Company of Providence NAIC # 21423 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

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.

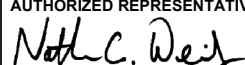
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractor Pollution <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | VRS0005415 | 9/1/2021 | 9/1/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6E37174 | 9/1/2021 | 9/1/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | VES0003485 | 9/1/2021 | 9/1/2022 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | X | 6H37174 | 9/1/2021 | 9/1/2022 | <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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Indefinite-Scope, Indefinite-Delivery Contract No. 00905
 2022 Environmental Expanded Triage ISID Services for Cadillac, and SE Michigan Districts

General Liability, Contractors Pollution Liability, Professional Liability, and Auto Liability have automatic additional insured endorsements when required by a contract. General Liability, Contractors Pollution Liability, Professional Liability, and Auto Liability include primary and non-contributory endorsements when required by written contract. Excess Liability follows form according to the terms, conditions, and endorsements found in the policy.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| State of Michigan it's departments, division agencies, offices, commissions, officers, employees and agents 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  |