



STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES:
Indefinite Scope-Indefinite Delivery

THIS CONTRACT, authorized this 17th day of February the year two-thousand and twenty-three (2023), by the Director, Department of Technology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, 3111 W. St. Joseph Street, Lansing, Michigan, 48917, hereinafter called the Department, and

Triterra, LLC
1305 S. Washington Ave., Suite 102
Lansing, MI 48910

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

Indefinite-Scope, Indefinite-Delivery Contract No. 00950

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

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

2023 Environmental ISID Services

Various State Departments and Facilities
Various Site Locations, Michigan

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

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

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

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

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

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

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

FOR THE PROFESSIONAL:

Triterra

Firm Name

VS0000257

SIGMA Vendor ID Number



Signature

March 10, 2023

Date

Director - Technical Services

Title

FOR THE STATE OF MICHIGAN:



April 20, 2023

Director, DTMB | SFA | Design and Construction

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 100 - ENVIRONMENTAL INVESTIGATION/STUDY SERVICES

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

PHASE 300—SCHEMATIC DESIGN

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

PHASE 400—DESIGN DEVELOPMENT

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

PHASE 500—CONSTRUCTION DOCUMENTS AND BIDDING DOCUMENTS

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

PHASE 900 – OPERATION AND MAINTENANCE SERVICES – REMEDIATION FACILITY

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

ARTICLE II COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III PAYMENTS

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

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

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

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

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

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

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

ARTICLE IV ACCOUNTING

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

ARTICLE V INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INDEMNIFICATION

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

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

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

ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE VIII TERMINATION

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

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

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

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

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

ARTICLE IX SUCCESSORS AND ASSIGNS

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

ARTICLE X GOVERNING LAWS

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

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

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

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

ARTICLE XI NONDISCRIMINATION

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

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

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

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

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

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

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

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

ARTICLE XII

CONTRACT CLAIMS AND DISPUTES

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

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

ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV COMPLETE AGREEMENT / MODIFICATION

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

APPENDIX 1

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

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

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

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:

There is no Pre-Proposal Meeting required.

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

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

PROJECT DESCRIPTION/SERVICES REQUESTED

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

Please NOTE:

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

proposal response has been uploaded.

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

NIGP CODES

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

DESIRED SCHEDULE OF WORK

Dependent on the assigned project

ACCEPTING RFP QUESTIONS UNTIL:

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

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

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



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

(Authority PA 431 of 1984)

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

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

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

ISSUING OFFICE

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



Minor State Capital Outlay Projects REQUEST FOR PROPOSALS

Part I - Technical Proposal

Part II – Cost Proposal

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

SECTION I GENERAL INFORMATION

I-1 Purpose

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

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

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

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

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

Please Note:

1. FIRMS HOLDING ISID CONTRACTS ARE NOT GUARANTEED ANY ASSIGNMENTS

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

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

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

Phase—

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

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

I-2 Project/Program Statement

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

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

I-3 Issuing Office

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

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

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

I-4 Contract Award

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

The Technical Portion will include the following breakdown:

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

The Cost Portion will include the following breakdown:

Professional Billing Rates	75%
Billing Rate Increase	25%

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

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

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

I-5 Rejection of Proposals

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

I-6 Incurring Costs

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

I-7 Mandatory Pre- Proposal Meeting

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

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

I-8 Responsibilities of Professional

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

I-9 Proposals

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

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

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

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

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

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

SECTION II PROPOSAL FORMAT - PART I – TECHNICAL

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

II-1 General Information and Project Team

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

II-2 Understanding of Project and Tasks

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

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

II-3 Personnel

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

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

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

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

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

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

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

II-4 Management Summary, Work Plan, and Schedule

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

II-5 Questionnaire

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

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

II-6 References

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

SECTION III PROPOSAL FORMAT - PART II - COST

III-1 Instructions and Information – Billable Rate

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

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

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

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

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

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

III-2 Identification of Personnel and Estimated Compensation

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

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

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

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

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

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

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

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

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

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

B. Reimbursable Expenses – for Individual Assigned Projects

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

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

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

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

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

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

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

2023 HOURLY BILLING RATE

Based on 2022 Expenses

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

SALARIES:

Principals (Not Project
Related)
Clerical / Secretarial

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

EMPLOYEE BENEFITS:

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

INSURANCE:

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

TAXES:

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

SERVICES (PROFESSIONAL)

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

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

OFFICE FACILITIES:

Rents and Related
Expenses
Utilities
Cleaning and Repair

LOSSES:

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

FINANCIAL:

Depreciation

SUPPLIES:

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

**PRINTING AND
DUPLICATION:**

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

**SERVICES
(NONPROFESSIONAL):**

Telephone and Telegram
Messenger Services

TRAVEL:

All Project – Related
Travel*

MISCELLANEOUS:

Professional Organization
Dues for Principals and
Employees
Licensing Fees

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

Firm Name

XYZ, Inc.

Yearly Hourly Billing Rate Increase

≈2%

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

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

** Key Project Personnel

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

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

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

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

III-2D. Total, Summarized by Phase

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



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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

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

(Check all that apply):

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

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

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

Bidder shall also indicate one of the following:

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



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

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

Responsibility Certification

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

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



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

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

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

Bidder: _____

 Authorized Agent Name (print or type)

 Authorized Agent Signature & Date

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



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

ACKNOWLEDGMENT OF ADDENDUMS

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

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



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

SUMMARY

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

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

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

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

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

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

SCOPE OF WORK

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

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

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

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

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

ASSIGNMENTS

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

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

DISPOSAL OF WASTE

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

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

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

ENVIRONMENTAL DRILLING

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

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

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

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

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

LABORATORIES

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

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

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

EQUIPMENT AND SUPPLY PURCHASES AND RENTAL PROCEDURES

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

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

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

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

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

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

HEALTH AND SAFETY PLANS (HASP)

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

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

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

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

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

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

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

INVOICING AND PAYMENT PROCEDURES

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

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

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

LITIGATION SUPPORT

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

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

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

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

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

PROJECT CONTROL REPORTS AND DELIVERABLES

1. Deliverables

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

2. Project Control

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

3. Reports

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

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

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

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

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

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

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

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

SELECTION CRITERIA

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

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



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

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

ARTICLE 1: BUSINESS ORGANIZATION

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

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

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

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

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

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

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

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

2. Check the appropriate status:

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

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

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

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

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

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

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

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

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

ARTICLE 3: PROJECT LOCATION

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

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

ARTICLE 4: CONTRACT UNDERSTANDING

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

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

ARTICLE 5: CAPACITY AND QUALITY

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

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

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

Yes ☐ No ☐

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

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

Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

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

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

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

- 5.15 Describe your experience with similar ISID contracts.

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

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

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

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

☐ Yes

☐ No

ARTICLE 6: PERSONNEL STAFFING

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

☐ Yes

☐ No

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

Key Personnel 1

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

☐Yes ☐No

Key Personnel 2

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 3

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 4

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

Key Personnel 5

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

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

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

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

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

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

ARTICLE 7: SPECIAL FACTORS

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

ARTICLE 8: EXPERIENCE

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

Project 1 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

Project 2 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

Project 3 Reference Information

Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

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

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

Project Description: Click or tap to enter text

GUIDELINES FOR POSITION CLASSIFICATIONS

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

1. PROFESSIONAL KEY PERSONNEL

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

Typical Title:

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

Qualifications and Experience:

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

MS degree with 12 years or more experience.

BS degree with 14 years or more experience.

Experience Factors:

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

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

Typical Title:

Regional Team Leader, Project Engineer.

Qualifications and Experience:

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

MS degree with 6 to 12 years' experience

BS degree with 8 to 14 years' experience

Experience Factors:

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

2. PROFESSIONAL NON-KEY PERSONNEL

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

Typical Title:

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

Qualifications and Experience:

MS degree with 2 to 6 years' experience.

BS degree with 3 to 8 years' experience.

Experience Factors:

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

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

Typical title:

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

Qualifications and Experience:

MS degree with 0 to 2 years' experience.

BS degree with 0 to 3 years' experience.

Experience Factor: None

3. TECHNICIAN NON-KEY PERSONNEL

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

Typical Title:

Senior Technician

Qualifications and Experience:

6 years or more experience.

Experience Factor:

Related to scope of contract.

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

Typical Title:

Senior Technician

Qualifications and Experience:

Two to six years' experience or equivalent

Experience Factor:

Related to scope of contract.

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

Typical Title:

Junior Technician (field technician)

Qualifications and Experience:

0 to 2 years' experience.

Experience Factor:

None

4. TECHNICAL SUPPORT (TS) NON-KEY PERSONNEL

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

Typical Title:

Project Assistant, Data Entry Clerk, etc.

Qualifications and Experience:

0 to 2 years or more

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

Firm Name _____

Yearly Percentage Billing Rate Increase _____

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

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

** Key Project Personnel



COST OR PRICE SUMMARY

(see accompanying instructions before completing this form)

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

PART I - GENERAL

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

PART II - COST SUMMARY

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

PART III - PRICE SUMMARY

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

PART IV - CERTIFICATIONS

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

PURPOSE AND APPLICABILITY

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

INSTRUCTIONS

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

Use only the applicable portion of this form:

Part I is applicable to all subagreements.

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

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

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

PART I - GENERAL

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

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

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

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

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

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

Part II - COST SUMMARY

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

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

Item 7 - Direct Labor

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

shall not be included in the rate of compensation.

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

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

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

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

Item 8- Indirect Costs

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

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

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

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

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

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

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

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

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

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

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

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

Item 9 - Other Direct Costs

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

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

b. *Equipment, Materials, and Supplies*

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

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

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

(4) Special equipment.

c. *Subcontractors*

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

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

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

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

a. basis for other direct costs proposed.

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

Item 10 - Total Estimated Cost

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

Item 11 - Profit

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

a. *degree of risk.*

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

c. *extent of firm's investment.*

d. *subcontracting of work, and*

e. *other criteria.*

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

Enter the dollar amount of profit in block 11.

Item 12 - Total Price

Enter the total of items 10 and 11.

Part III - PRICE SUMMARY

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

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

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

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

Part IV - CERTIFICATIONS

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

Complete this block only if part II has been completed.

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

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

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

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

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

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

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



STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES:
Indefinite Scope-Indefinite Delivery

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

PSC NAME
MAILING ADDRESS
CITY, STATE, ZIP

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

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

Index No. (To Be Established)

Contract Order No. Y (To Be Assigned)

File No. (To Be Assigned)

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

2023 Environmental ISID Services

Various State Departments and Facilities

Various Site Locations, Michigan

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

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

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

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

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

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

FOR THE PROFESSIONAL:

Firm Name

SIGMA Vendor ID Number

Signature

Date

Title

FOR THE STATE OF MICHIGAN:

Director, DTMB | SFA | Design and Construction

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 100 - ENVIRONMENTAL INVESTIGATION/STUDY SERVICES

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

PHASE 300—SCHEMATIC DESIGN

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

PHASE 400—DESIGN DEVELOPMENT

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

PHASE 500—CONSTRUCTION DOCUMENTS AND BIDDING DOCUMENTS

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

PHASE 900 – OPERATION AND MAINTENANCE SERVICES – REMEDIATION FACILITY

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

ARTICLE II COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III PAYMENTS

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

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

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

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

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

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

ARTICLE IV ACCOUNTING

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

ARTICLE V INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INDEMNIFICATION

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

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

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

ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE VIII TERMINATION

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

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

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

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

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

ARTICLE IX SUCCESSORS AND ASSIGNS

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

ARTICLE X GOVERNING LAWS

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

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

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

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

ARTICLE XI NONDISCRIMINATION

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

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

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

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

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

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

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

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

ARTICLE XII

CONTRACT CLAIMS AND DISPUTES

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

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

ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV COMPLETE AGREEMENT / MODIFICATION

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

APPENDIX 1

PROJECT/PROGRAM STATEMENT

APPENDIX 2

PROFESSIONAL'S PROPOSAL

APPENDIX 3
PROFESSIONAL CERTIFICATION FORMS

SAMPLE

APPENDIX 4

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

SAMPLE

APPENDIX 5

CERTIFICATES OF INSURANCE

SAMPLE



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

REQUEST FOR PROPOSAL
ADDENDUM NO. 01

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

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

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

This addendum is to clarify the date for questions.

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

APPROVED BY:

PROJECT DIRECTOR Indumathy Jayamani

DATE December 6, 2022

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

To: **All applicants and interested parties**

Date: December 21, 2022

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

Please acknowledge receipt of this Addendum in your proposal.

Questions and Answers:

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

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

A1. Confirmed.

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

A2. Confirmed.

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

A3. Only one questionnaire is required for the submission.

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

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

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

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

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

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

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

A7. Confirmed.

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

A8. No.

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

A9. No.

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

A10. Yes.

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

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

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

A12. Yes.

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

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

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

A14. See A4.

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

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

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

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

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

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

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

A18. Yes.

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

A19. See A2.

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

A20. Any changes within the past 12 months.

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

A21. At a minimum the percentage is required.

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

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

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

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

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

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

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

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

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

A26. Yes.

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

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

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

A28. None.

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

A29. None.

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

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

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

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

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

A32. No.

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

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

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

A34. No.

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

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

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

A36. Can be either.

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

A37. No.

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

A38. No.

APPENDIX 2

PROFESSIONAL'S PROPOSAL



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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

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

(Check all that apply):

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

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

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

Bidder shall also indicate one of the following:

- ☒ Bidder qualifies as a Michigan business (provide zip code: 48910)
- ☐ Bidder does not qualify as a Michigan business (provide name of State: _____).
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)

R 08/20



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

Bidder: Triterra

Donald K. McNabb, CEO

Authorized Agent Name (print or type)

A handwritten signature in black ink, appearing to read "DK McNabb", is written over a horizontal line.

Authorized Agent Signature & Date

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



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

Responsibility Certification

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

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



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

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

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

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

Bidder: Triterra

Donald K. McNabb
Authorized Agent Name (print or type)


Authorized Agent Signature & Date

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

R 08/20



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

ACKNOWLEDGMENT OF ADDENDUMS

PSC acknowledges receipt of Addenda: No. 1 dated: 12/7/22,

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

A handwritten signature in black ink, enclosed within an oval shape. The signature appears to be "D.H.T." or similar.

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
REQUEST FOR PROPOSAL (RFP)**

**2023 INDEFINITE SERVICE, INDEFINITE DELIVERY
FOR
ENVIRONMENTAL REMEDIATION**

January 11, 2023

Prepared For:

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

Prepared By:

***Triterra
1305 S. Washington Avenue, Suite 102
Lansing, Michigan 48910
Phone: (517) 702-0470
www.triterra.us***



Greg S. Oslosky, PG
Associate Geologist



Garnet R. Johnson
Director | Remediation Services

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ATTACHMENT I

Environmental Questionnaire

ATTACHMENT II

Organization Chart

Resumes

Position, Classification, and Employee Billing Rate Information Table

Example Daily Field Logs

Project Close-out Report

1. GENERAL INFORMATION & PROJECT TEAM

Triterra was founded in 2008 following the downsizing of a medium-sized, Midwestern environmental consulting firm. The Michigan operations, staff, and clients were retained and provided the foundation for Triterra to become immediately successful.

Triterra is a Michigan-based, environmental consulting firm with offices in Lansing, Grand Rapids, and Alma, Michigan. Our company's philosophy is to provide prompt and timely service, while continually finding methods to increase the level of value delivered to our clients. Using our expert knowledge in brownfield development, environmental consulting, and natural resource management services, Triterra has successfully advised and assisted a wide range of organizations implement solutions to complex environmental and/or development challenges. These organizations include businesses, developers, property owners, lending institutions, attorneys, municipalities, tribal, and other governmental entities.

The firm draws from a wealth of experience as our professional staff has an extensive and proven track record in the environmental sciences, having completed numerous property due diligence, contaminant investigation/remediation, and brownfield-related projects. Triterra's professional staff provides over 100 years of combined experience in the environmental industry. Our knowledge, shared commitment, and core focus provide the driving force behind Triterra's continued success.

Triterra is a privately-owned firm providing professional environmental consulting expertise with headquarters in Lansing, Michigan. Triterra is licensed to operate as a Limited Liability Company (LLC: S-Corp Status) in the State of Michigan. Triterra is also in good standing with the Michigan Department of Licensing and Regulatory Affairs (LARA).

Triterra and/or any of its related business entities has not defaulted on a contract or had a contract terminated for cause within the past 5 years. Triterra also maintains an office presence in Alma, Michigan and the staff from this office will perform and/or assist with the management of work under this RFP.

If awarded a contract, the following persons are authorized to receive and sign a resulting contract and/or subsequent assignment:

Mr. Garnet Johnson	Office: 517.702.0470
Director Remediation Services	Cell: 616.644.9219
220 E. Superior Street	Fax: 517.702.0477
Alma, Michigan 48801	
garnet.johnson@triterra.us	

Mr. Greg Oslosky, PG	Direct: 616.349.7346
Associate Geologist	Cell: 561.214.1396
625 Kenmoor Ave. SE, Ste. 204	Fax: 517.702.0477
Grand Rapids, Michigan 49546	
greg.oslosky@triterra.us	

Mr. Don McNabb, CGWP, CP
CEO | Principal Scientist
1305 S. Washington Ave., Ste. 102
Lansing, Michigan 48910
don.mcnabb@triterra.us

Direct: 517.853.2150
Cell: 517.202.6573
Fax: 517.702.0477

2. UNDERSTANDING OF PROJECT AND TASKS

Triterra understands that the State of Michigan Department of Technology, Management and Budget (DTMB) is seeking proposals to allow for a simple and streamlined qualifications-based selection process for obtaining professional environmental services for minor, emergency and/or routine investigation and remediation projects.

Triterra understands managing, investigating, and remediating environmental concerns, such as those performed under the ISID contract takes experience and resourcefulness. Our expertise from a wide array of projects throughout Michigan and diverse client base allows us to provide the necessary results, on time and within budget. Triterra routinely performs investigations, evaluations, and design and implementation of sites of environmental contamination under Part 201 and Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA) Public Act 451 of 1994, as amended and other relevant state and federal statutes. Triterra understands the requirements of the ISID program while working on projects currently open under ISID Contract Number 00783. References closely related to each of the project types and professional services requested in this RFP are provided as **Article 8 in Attachment I – 2023 Environmental Consulting Services Questionnaire**.

3. PERSONNEL

Triterra's technical staff and consultants includes Environmental Scientists, Geologists, Engineers, Biologists, Industrial/Environmental Health Professionals, Licensed Asbestos Inspectors, Licensed Lead Paint Inspectors/Risk Assessors, and other technical support staff. Triterra will provide an experienced and technically proficient team to support the ISID contract for the State of Michigan. Mr. Johnson and/or Mr. Oslosky will oversee and manage all work under the contract. Mr. Johnson and Mr. Oslosky are experienced with the requirements of managing and performing projects under Triterra's current ISID contract. We intend to utilize the following personnel to support work under this contract. Our organization chart and resumes for the proposed personnel on the project team are presented in **Attachment II**. In addition to the organizational chart, key personnel are provided as **Article 6 in Attachment I – 2023 Environmental Consulting Services Questionnaire**

4. MANAGEMENT SUMMARY, WORK PLAN, AND SCHEDULE

Mr. Johnson has over 19 years of professional environmental consulting experience, with a focus on contaminant investigation and remediation projects along with additional experience with environmental due diligence and asbestos inspection work. He joined Triterra in 2017 as our Director of Remediation Services. Mr. Johnson's work is primarily focused on contaminant investigation and remediation work in the Part 201 and 213 areas.

Mr. Oslosky has over 18 years of professional environmental consulting experience with a focus on site assessment and remediation. He joined Triterra in 2021 as an Associate Geologist and his work is primarily focused on managing site investigation and remediation projects under Parts 201 and 213. His well-rounded experience will allow him to provide a creative and practical approach to these projects.

Mr. Johnson and Mr. Oslosky will lead the Triterra team under the 2023 Environmental Remediation ISID contract. Using their combined 37+ years of experience, Mr. Johnson and Mr. Oslosky will ensure the successful completion of any project issued under this contract. Mr. Johnson and Mr. Oslosky are familiar with preparation of the development of project-specific work plans (including sampling plans) as required under the ISID contract. Task specific work plans will be prepared for EGLE's review prior to conducting investigation, assessment, and/or remediation activities. The work plan will include the objective of the proposed work, a narrative description of the work to be performed, a sampling and analysis plan, a schedule, project submittals, and additional supporting information to communicate the scope of work (i.e., sample location maps, a health and safety plan, etc.).

5. QUESTIONNAIRE

A completed **2023 ISID Environmental Consulting Services Questionnaire** is provided in **Attachment I**.

6. REFERENCES

References closely related to each of the project types and professional services requested in this RFP are provided as **Article 8 in Attachment I – 2023 Environmental Consulting Services Questionnaire**.

7. BILLING RATES, IDENTIFICATION OF PERSONNEL, AND ESTIMATE COMPENSATION

Please see the Position, Classification, and Employee Billing Rate Information Table in **Attachment II**.

ATTACHMENT I

ENVIRONMENTAL QUESTIONNAIRE



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

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

ARTICLE 1: BUSINESS ORGANIZATION

1. Full Name: Triterra, LLC

Address: 1305 S. Washington Avenue, Suite 102, Lansing, MI 48910

Telephone and Fax: Phone: (517) 702-0470 and fax (517) 702-0477

Website: www.triterra.us E-Mail: garnet.johnson@triterra.us

SIGMA Vendor ID: VS0000257

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: N/A

If awarded a contract and / or subsequent assignment(s), state the specific SIGMA business address which you would like associated for all communication (Contracts, Contract Order, Contract Modifications and Payments)? *If awarded a contract, Triterra requests the SIGMA business address listed above to be used for all communication (Contracts, Contract Order, Contract Modifications and Payments).*

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include persons name, title, address, email and phone number. Information provided on Page 1 under General information and Project Team Section of the main proposal document.

2. Check the appropriate status:

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

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

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: Triterra is licensed to operate as a Limited Liability Company (LLC: S-Corp Status) in the State of Michigan

Include a brief history of the Professional's firm: **Information provided in Section 1 on Page 1 of the proposal text.**

3. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. **See Attachment II.**
4. Has there been a recent change in organizational structure (e.g., management team) or control (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. N/A
5. Provide a four year rate schedule per position. **See Attachment II.**

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

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

☒ Asbestos / Lead / Mold / Biohazard / Free Product / Regulated Waste Survey /

Abatement

☒ Brownfield Development

☒ Ecological Risk Assessment / Forestry and Land Management / Wetland

Mitigation / Streams and Lakes Restoration

☒ Environmental Investigation / Characterization / Pilot Tests / Feasibility Study

☐ Environmental/ Roto Sonic Drilling / Well Abandonment

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

Screening

☐ Landfill Maintenance / Monitoring

☐ Nuclear Waste Management / Disposal / Remediation

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

☒ Phase I / Phase II / Baseline Environmental Assessments

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

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

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

ARTICLE 3: PROJECT LOCATION

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

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

ARTICLE 4: CONTRACT UNDERSTANDING

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

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

If yes, explain: See Section 5.4 and 5.14 of this Questionnaire

ARTICLE 5: CAPACITY AND QUALITY

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

Prior to initiating work on a project, Triterra will request an on-site meeting with the State Project Manager to better understand the required scope of work. After the site meeting, Triterra will prepare a site-specific Sampling and Analysis Plan (SAP) which will detail the scope of work. The SAP will outline the project objective, the scope of work required to meet the objective, quality assurance/quality control measures (QA/QC), detail about the required sampling and laboratory analysis, and describe the project deliverable(s). Triterra uses industry standard practices to provide QA/QC during sample collection activities in order to produce data representative of site conditions at that time. Triterra will use the EGLE laboratory (or overflow laboratory as directed by EGLE) for analysis. Triterra will collect QA/QC samples appropriate for the media collected, constituents analyzed, and number of samples. Upon receipt of laboratory data, Triterra will review the laboratory report and if approved for use, will provide the laboratory report to the State Project Manager. Triterra will summarize the data in tabular form and on-site figures (if applicable). The data summary tables, figures, and laboratory analytical reports will be included in the project deliverable. Each project deliverable will be prepared by personnel familiar with the project and each deliverable undergoes internal review by senior project personnel prior to submittal.

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

Yes ☐ No ☒

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

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

Yes ☒ No ☐

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

Triterra currently performs work under ISID Contract Number 00783 for 2019 Environmental ISID Services. The contract was awarded to Triterra in April 2019 and a contract extension was issued on January 31, 2022 to extend the contract until March 8, 2023. Triterra maintains consistent communication with the state project manager in order to meet the project objectives and discuss modifications when required. Triterra provides invoices to the Department of Technology, Management and Budget (DTMB) on a monthly

basis including the Payment Request Form (DTMB-440). Many of Triterra's projects are completed in accordance with regulations set forth by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Triterra maintains consistent communication with EGLE personnel in order to meet their requirements and to provide project updates. Triterra project managers frequently reach out to EGLE representatives to discuss project objectives or items which may require a change in the scope of the project.

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

Triterra will only procure bids from firms experienced with working at sites of environmental contamination. Triterra will communicate the known and potential hazards and contaminants at the property and will request pricing from multiple firms unless sole-source bidding is justified. However, if a bidder proposes a substitution of a specified material, Triterra will first evaluate the effectiveness of the proposed material and if the material is appropriate for use. Triterra will also evaluate the pricing implications of the proposed material. Triterra will request justification for using the requested material if the material is more expensive than the originally proposed material. After this evaluation, Triterra will determine if the material is appropriate for use and will communicate the requested change to the State Project Manager. If approved for use, the Sampling and Analysis Plan may be updated, if required or the deviation from the plan will be described in the project submittal.

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

If a contractor proposes a substitution, Triterra will review the proposed substitution for effectiveness, cost, and use with known or suspected contaminants. Triterra will discuss the proposed substitution with the State Project Manager before approving the substitution. If applicable, Triterra will update the Sampling and Analysis Plan or will describe the deviation of the plan in the project submittal.

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

Communication will begin with a request for a site visit or meeting to discuss the site and proposed scope of work. Triterra will provide a Sampling and Analysis Plan for EGLE review and approval prior to starting work. Triterra will provide 14 days of notice to the State Project Manager prior to any site activities. Monthly progress reports will be submitted to describe the work completed during the previous calendar month. Triterra will contact the State Project Manager if any issue arises which would affect the scope of work, schedule, and/or budget. In some cases, written or verbal approval may be required by the State Project Manager prior to deviating from the Sampling and Analysis Plan. Triterra will suggest meetings with the State Project Manager throughout the project when appropriate. Project submittals will provide detail and supporting materials for work conducted during the project.

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

Yes ☒ No ☐

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

Triterra performs a detailed cost estimation for each project to accurately account for all labor, equipment, reimbursable items, and subcontractor costs. Triterra will develop costs for the project using the DTMB-0410 Professional Services Contract form. When contracted services are required, Triterra will request bids from at least three firms unless sole source bidding is justified (i.e., specialty services, etc.). Triterra has worked with several trusted firms on projects of varying nature. Triterra performs project budget analysis throughout the project period to evaluate estimated cost and performance against that estimate.

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

Communication with project personnel is the first step to avoid cost overruns. Understanding and adherence to the agreed upon scope of work will help avoid overages. Triterra's employees utilize a creative approach to completion of unique projects within or under budget. When site conditions dictate that deviations from the scope of work may be required, Triterra will work with contractors to develop an alternative approach to completion. Triterra will also communicate with the State Project Manager when deviations may be required.

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

The ratio of construction administration costs versus construction costs will vary depending on the size and complexity of the project. Based on historical projects with varying scopes of work, Triterra estimates that the range of construction administration costs to overall construction typically ranges between 8% to 12%.

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

Triterra will oversee all work conducted on each project. The portion of work performed by Triterra, or its sub-consultants will vary depending on the specific task, site conditions, and several other factors. Investigation activities typically include a drilling subcontractor to install soil borings, groundwater monitoring wells, and/or soil gas wells. The installation task would require a large percentage of subcontractor cost (i.e., drilling subcontractor). Alternatively, a task which involves quarterly collection of groundwater samples from existing wells would require a greater portion of Triterra labor. Laboratory costs may vary greatly from site to site depending on the media sampled, number of samples, constituents, and/or analytical turnaround times. Based on historical projects with varying scopes of work, Triterra estimates that the range of Triterra labor relative to subcontractor labor typically ranges between 40% to 60%.

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

Upon receipt of a project assignment, Triterra immediately sets up the project and assigns personnel based on appropriate skill set and experience for the project. Triterra will

perform a review of historical data and information for the project if provided and propose an on-site meeting (or virtual meeting as appropriate) with the State Project Manager. Triterra can typically review the historical data and attend an on-site meeting within two weeks of project award. Within two weeks of the on-site meeting, Triterra can provide a Sampling and Analysis Plan. Upon approval of the Sampling and Analysis Plan, Triterra will schedule the field work and can typically begin site activities immediately after the 14-day site work notification is provided to EGLE.

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

During the bid solicitation process, Triterra typically requests a response date. A responsive bidder will provide an indication of proper understanding of the requested scope of work or request additional information for clarification. A responsible bidder will typically acknowledge receipt of the bid request and provide a timely response. Triterra will typically request bids from multiple firms (typically three or more). If a bidder does not respond or provides a bid that is not consistent with the scope of work, it would be indicative that the bidder is not responsible. Depending on several factors, Triterra may request a site meeting with prospective bidders. Bidders that provide a cost estimate who were not present during the site meeting will be viewed as non-responsive, but Triterra will require assurance that the scope of work is well understood.

5.15 Describe your experience with similar ISID contracts.

Triterra currently has three open projects under ISID Contract Number 00783. Two projects include additional assessment under Part 213 with the objective of preparing a Final Assessment Report for EGLE's review and approval and the other project includes environmental site assessment and a pre-demolition hazardous materials assessment. Based on Triterra's experience with these projects, we are familiar with general objectives under the ISID program and understand that effective communication is vital to a successful project. Triterra is familiar with the budgeting and invoicing process which require applicable DTMB forms.

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

Triterra would require that the contractor effectively communicate the requested change as soon as the required change is identified and provide valid reasoning for that change. If the compensation change is within the terms of the contract, and the reasoning is valid, Triterra will communicate the requested change to DTMB and provide a Budget Modification Form prior to performing any work not included in the original scope of work or any work which exceeds the approved budget.

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

☒ Yes

☐ No

ARTICLE 6: PERSONNEL STAFFING

6.1 Is an organizational chart that includes each person on your project team and their

identified roles for a typical assigned project provided?

☒Yes ☐No

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

Key Personnel 1

Name: Greg Oslosky, PG

Job Title: Associate Geologist

Labor Classification: P3

College Degree(s): BS Geology - 2003

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

☒Yes ☐No

Key Personnel 2

Name: Garnet Johnson

Job Title: Director – Technical Services Group

Labor Classification: P4

College Degree(s): BS Biology - 2003

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

Key Personnel 3

Name: Mariah Bennett

Job Title: Project Geologist

Labor Classification: P2

College Degree(s): BS Geological Sciences - 2019

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

Key Personnel 4

Name: Brannon Roach

Job Title: Project Scientist

Labor Classification: P2

College Degree(s): BS Environmental Science - 2019

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

Key Personnel 5

Name: Adam Bishop

Job Title: Project Scientist

Labor Classification: P2

College Degree(s): BS Environmental Science and Planning - 2017

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

Key Personnel 6

Name: Meredith Crane

Job Title: Senior Scientist

Labor Classification: P2

College Degree(s): BS Fisheries and Wildlife/Conservation Biology - 2015

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

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

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

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

ARTICLE 7: SPECIAL FACTORS

Include a brief description of your firm's special qualifications such as awards, recognitions, innovations, etc. that would pertain to this RFP. (As examples: any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm appropriate to this project, financial capacity, etc. Respondents may say anything they wish in support of their qualifications). All the pertinent information for consideration has been provided throughout this Questionnaire and the remaining documents included with the entire proposal. Thanks in advance for your consideration.

ARTICLE 8: EXPERIENCE

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

Project Name: Lansing Regional Brownfields Coalition (Overview)

Project Location: Clinton, Eaton and Ingham Counties, Michigan

Key Personnel: JP Buckingham

Project Description: Triterra has been awarded the last two contracts to assist the Lansing Regional Brownfields Coalition (LRBC) with the management and implementation of tasks associated with the FY2015 and FY2019 U.S. EPA Brownfields Assessment Grants. The coalition consists of Eaton, Ingham and Clinton Counties, City of Lansing and East Lansing. The assessment grant is administered by Lansing Economic Area Partnership (LEAP). Triterra has completed 26 Environmental Assessment projects under the LRBC EPA Brownfield Assessment Grant. Services provided included Eligibility Determinations, Environmental Site Assessment, Sampling & Analysis Plans, Baseline Environmental Assessments, Hazardous Materials Surveys, Due Care Plans, and ACRES reporting for redevelopment projects.

Timeframe: 2015-Present

Costs:Project Based, Variable

Client:Lansing Regional Brownfield Coalition

Karl Dorshimer

1000 S. Washington Ave. Suite 201

Lansing, MI 48910

517.702.3387 x210

Project Name: Wolf River Development Project

Project Location: Ferndale, Michigan

Key Personnel: Dave Van Haaren, JP Buckingham

Project Description: In 2016, Triterra entered contracts with the Wolf River Development for Environmental Consulting and Brownfield services provided which included environmental due diligence (Phase I ESA, Phase II, BEA, Due Care), Asbestos and Hazardous Material Assessment, State Historic Preservation Office (SHPO) Section 106 Review, Vapor Mitigation Design and Brownfield Consulting. The Wolf River Development Project includes a complete demolition and redevelopment of the complex of underutilized, contaminated parcels consisting of seven (7) parcels located in downtown Ferndale immediately adjacent to City Hall. The mixed-use development includes a 114,219 square foot, 4-story building with parking integrated into the building structure.

Timeframe: June 2016 – Present (includes Phase I, Phase II, BEA, Due Care, ACM, Vapor Mitigation Design, SHPO Review, & Brownfield Consulting)

Costs:Phase I: \$1,800
Phase II: \$7,200
BEA: \$3,200
ACM/Haz Mat Assessment: \$4,500
Soil Gas Evaluation: \$3,800
Vapor Mitigation System Design: \$4,220
SHPO Section 106 Review: \$1,400
Brownfield Plan & Act 381 Work Plan: \$15,500

Client:Wolf River Development Company
Dale Inman
2190 Oakwood Boulevard
Troy, Michigan 48085
dale.inman57@gmail.com
248.388.7780

Project Name: Allen Place Development Project

Project Location: Lansing, Michigan

Key Personnel: Dave Van Haaren

Project Description: In 2018, Triterra contracted with the Allen Neighborhood Center for Environmental Consulting Services for Allen Place, which included environmental due diligence (Phase I ESA, Phase II ESA, and BEA). In 2019, Triterra provided an updated Phase I ESA with MSHDA Review Requirements and a Limited Asbestos Containing Materials Survey. Brownfield Consulting commenced in 2019, and a \$850,000 EGLE Brownfield Grant was approved for purposes of project Due Care Planning, Due Care Response Activities, Vapor Mitigation, and Demolition. Triterra also completed a Pre-Demolition Survey (Asbestos and Lead Hazardous Material Assessments), Soil Gas Investigation, and additional Soil Assessment in 2019. The Allen Place Development project includes a partial building demolition, development of several additions, including a third story, interior renovations, and a vapor mitigation system. The completed project will provide 38 units (30,372 square feet) of mixed-income housing along with integrative commercial services and programming.

Timeframe: May 2018 – Present

Costs:Phase I: \$4,200 (includes updates)
Phase II: \$8,500
BEA: \$2,000
ACM/Haz Mat Assessment: \$6,500
Demolition and Abatement Oversight: \$3,200
Due Care Planning: \$13,200
EGLE Brownfield Grant Application: \$4,200

Client: Allen Place
Joan Nelson
1000 S. Washington Avenue, Suite 202
Lansing, MI 48910
(517) 999-3912

Project Name: Former McKinley Elementary School
Project Location: Cadillac, Michigan
Key Personnel: Garnet Johnson, Alan Snell

Project Description: The City of Cadillac School District made the decision to properly demolish an aging elementary school prior to site redevelopment and contracted Triterra for the project management and oversight. Working collaboratively with the Cadillac School District, Triterra prepared bid specifications and correspondence regarding the evaluation of bid proposals for the asbestos abatement, building demolition and site restoration for the former elementary school. After contractors were selected and the project scheduled, Triterra managed the building demolition and abatement oversight and conducted ongoing air quality monitoring and final closeout reporting. Through reassessment of their previous work scope, sampling and eliminating formerly presumed asbestos areas, efficient bidding, and strategic contractor procurement Triterra was able to save the City of Cadillac school district \$240,000 on the total project cost.

Timeframe: 2020-2021

Costs: Bid Specifications & Bidding & Abatement Contractor Selection: \$7,300
Demolition & Abatement Oversight (includes Air Quality Monitoring): \$5,000
Abatement and Demolition Contract: \$160,516
Project Closeout Report: \$600

Client: Cadillac School District
Owen Malson, Facilities Director
421 S. Mitchell Street
Cadillac, Michigan 49601
(989) 429-4094

Project Name: Boston Square Together Development
Project Location: Grand Rapids, Michigan
Key Personnel: Craig Mulica, Greg Oslosky

Project Description: Triterra is currently providing brownfield consulting services for the Boston Square Together Development. The Boston Square Together Development consists of several occupied and vacant commercial and residential properties which will be demolished prior to construction of several mixed use (commercial and residential) buildings. Triterra's services include several Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Due Care Plans, Baseline Environmental Assessments, assistance with obtaining a

\$1 Million Brownfield Redevelopment Grant through EGLE, and a \$750K municipal Brownfield Grant, pre-demolition hazardous materials assessments, preparation of abatement specifications, design and installation of vapor mitigation systems, and management of impacted soil. The development will begin with the construction of two mixed-used buildings, which will contain 102 mixed-income residential apartments and 16,000-square-feet of commercial space for local entrepreneurs. Future phases of the development are anticipated to include additional mixed-income residential apartments and townhomes, commercial spaces for local entrepreneurs, a community hub with an early learning center, an amphitheater, and a public park.

Timeframe: 2019 – Present

Costs:Phase I: \$4,000

BEA: \$8,000

ACM/Haz Materials Inspections: \$16,000

Management of Contaminated Soil (including transportation and disposal): \$167,000

Vapor Mitigation System Design and Installation: \$393,000

Due Care Assessment: \$132,600

Client: Brinshore-Amplify, LLC

Peter Levavi

666 Dundee Road, Suite 1102

Northbrook, Illinois 60062

plevavi@brinshore.com

224.927.5057

Project Name: By Lo Oil Co. #208

Key Personnel: Don McNabb, Garnet Johnson, Alan Snell, and Luke Groat

Project Address: 805 Pine Grove Avenue

Project City/State/Zip: Port Huron, Michigan

Timeframe: 2019 – Present

Costs:\$300,000+

Project Description: Originally, project started with the removal of 3 USTs as the Owner was no longer going to operate this Site as a gas station. Following removal of the USTs, a confirmed release was reported to the MDEQ. Initial investigation activities were completed and included the advancement of soil borings, installation of temporary monitoring wells, collection of numerous soil and groundwater samples, and preparation of an Initial Assessment Report (IAR). The IAR indicated the likely presence of impact in soil and groundwater migrating off-site. Interim corrective actions were implemented and consisted of the removal of approximately 1,000-cubic yards of impacted soil followed by an application of Oxygen-Releasing Compounds. The Site is currently in groundwater monitoring and sampling mode, while we continue moving forward with obtaining off-site access. Once access is obtained, additional investigation activities (soil borings, monitoring wells, and soil/groundwater sampling) will commence. Prior to conduct the excavation

activities, Triterra conducted an asbestos inspection on the former gas station building and then provided oversight of asbestos abatement and building demolition.

Client:Wadhams Development

Craig Lawrence
2799 Wadhams Road
Kimball, MI 48074
(810) 982-1450

Project Name: Wildwood Shell #1960

Key Personnel: Garnet Johnson and Luke Groat

Project Address: 801 Wildwood Avenue

Project City/State/Zip: Jackson, Michigan 49202

Timeframe: 2019 – Present

Costs:\$350,000+

Project Description: Project began with oversight of UST removal (5 tanks), removal of 840 cubic yards of contaminated soil, dewatering of excavation for UST installation and design/installation/operation of air sparge/SVE system for in-situ remediation of soil/GW not accessible during UST removal. Additional investigation with soil boring advancement and monitoring well installation was also conducted. The air sparge/SVE system ran for several years in addition to routine groundwater sampling efforts. The project is currently in a groundwater monitoring stage with annual evaluations for closure.

Client:Walters Dimmick Petroleum

Nick Zuehlke
1620 S. Kalamazoo
Marshall, MI 49068
(269) 781-4654

Project Name: Lofts on Lake

Key Personnel: Dave VanHaaren, Brannon Roach

Project Address: 100 N. Lake Street

Project City/State/Zip: Boyne City, Michigan 49712

Timeframe: 2019 – Present

Costs:Phase I: \$1,800

Phase II/BEA: \$5,250

ACM/Haz Materials Inspections: \$3,000

Demolition and Abatement Oversight: \$3,200

Brownfield Plan: \$9,500

EGLE Brownfield Grant Application: \$5,500

Act 381 Work Plan: \$8,400

Additional Vapor Assessment: \$8,175

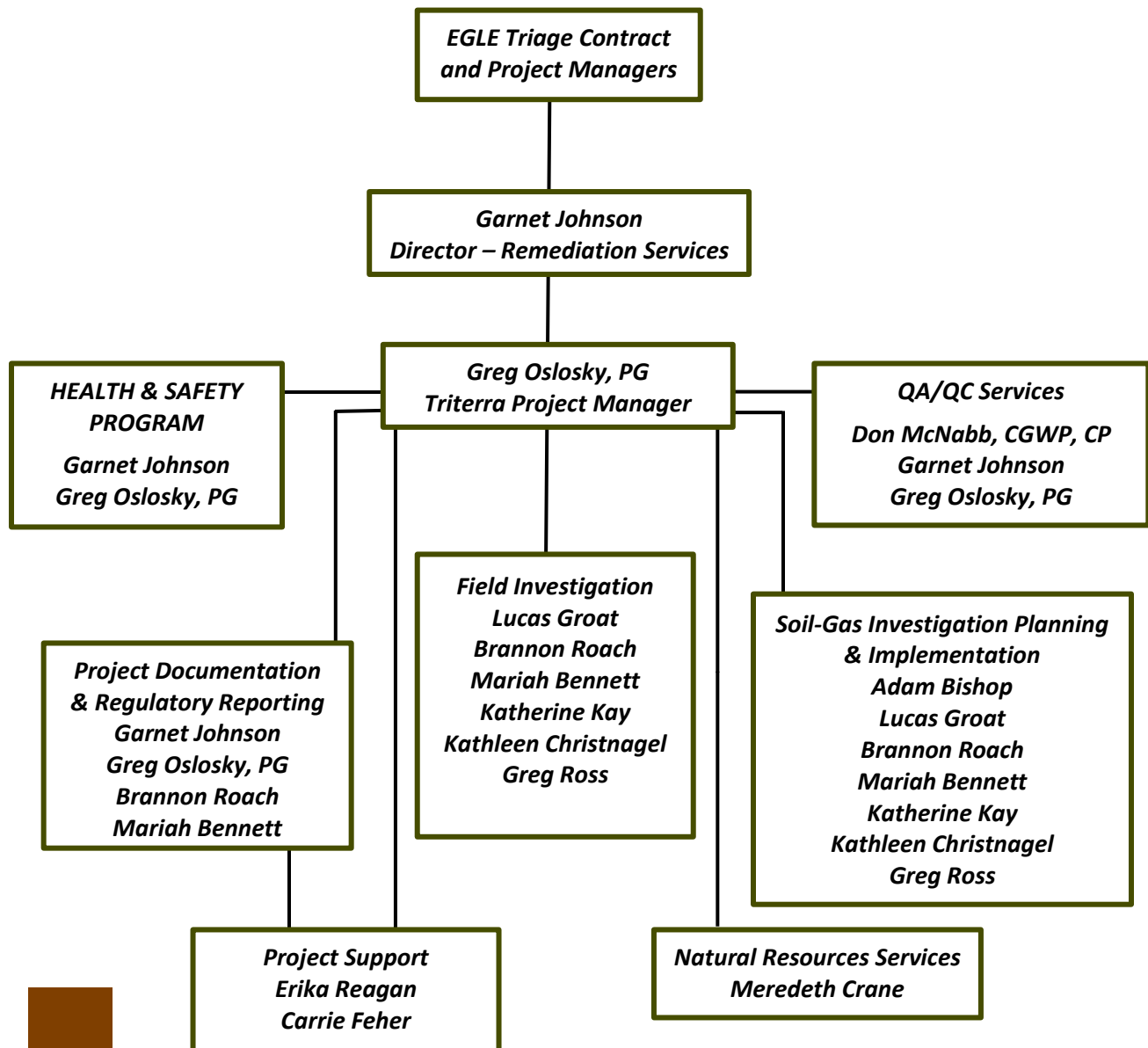
Project Description: Results of environmental assessments of the property revealed the presence contamination at levels which required the implementation of Due Care in accordance with Part 20107a of the NREPA, PA 451 of 1994, as amended. Subsurface investigations were performed due to the former presence of a gasoline UST and a diesel UST on the property. The investigations indicated that mercury was present at concentrations above Part 201 Residential Generic Cleanup Criteria. Triterra developed a scope of work to remove soil impacted with mercury for offsite disposal. Triterra provided excavation oversight and coordination of transportation and disposal of 2,828 tons of non-hazardous contaminated soil from four areas within the property. Verification of soil remediation sampling confirmed that impacted soil was removed, and Documentation of Due Care Compliance was prepared by Triterra. Copies of field activity logs detailing a 1 week period are provided immediately following this document. In addition, a copy of the final closeout report for the project is provided in **Attachment II**. A weekly report was not provided for reference because Triterra has not been required to provide weekly reports for a project in the past 5 years. Our weekly field report would be of similar format as the final close-out report with the details for the week provided instead of the entire project.

Client:Lofts on Lake Street, LLC
Eric Hanna
507 S. Grand Avenue
Lansing, MI 48933
(517) 626-1861

ATTACHMENT II

***ORGANIZATION CHART, RESUMES, POSITION,
CLASSIFICATION, & EMPLOYEE BILLING RATE
INFORMATION TABLE, DAILY FIELD LOGS AND
EXAMPLE CLOSEOUT REPORT***

2023 ENVIRONMENTAL REMEDIATION ISID PROJECT ORGANIZATION CHART



GREG OSLOSKY, PG

ASSOCIATE GEOLOGIST



Greg Oslosky serves as an Associate Geologist and assists with technical aspects of several projects. His responsibilities include developing a scope of work and budget, communicating with regulatory officials, mentoring staff, and project management. Mr. Oslosky has over 17 years of experience as an environmental consultant working under multiple state and federal programs to assist both industrial clients and consulting for property development in Michigan, Pennsylvania, and Florida. His experience includes soil and groundwater investigations, project management, scope of work and budget preparation, facility decommissioning, soil vapor investigations, development of conceptual site models, human health risk assessments, and hydrogeological investigations.

AREAS OF EXPERTISE

- Soil and groundwater contamination assessments
- Hydrogeological investigations
- Phase II Environmental Site Assessments (ESAs)
- Baseline Environmental Assessments (BEAs) and Due Care Plans/Documentation of Due Care Compliance
- Borehole logging and screening with soil and groundwater sampling
- Oversight of drilling and construction of groundwater monitoring wells, development, and sampling
- Evaluating Soil and Groundwater Data for Due Care Obligations
- Evaluating Soil and Groundwater Data for Risk-Based Closures

NOTABLE PROJECT EXPERIENCE

- Over 17 years of experience as an environmental consultant in Michigan, Pennsylvania, and Florida.
- Soil and groundwater investigations, project management, scope of work and budget preparation, facility decommissioning, soil vapor investigations, development of conceptual site models, human health risk assessments, and hydrogeological investigations.
- Working under multiple state and federal programs to assist both industrial clients and consulting for property development.

EDUCATION

- BS Geology - 2003
University of South Florida, Tampa, Florida

CERTIFICATIONS

- Licensed Professional Geologist – Pennsylvania (# PG005243)
- Licensed Professional Geologist – Wisconsin (# 1410)
- Hazardous Waste Operations & Emergency Response (HAZWOPER) Training
- OSHA Supervisor Training

TRIOTERRA

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561.214.1396 | greg.oslosky@triterra.us | P.O. Box 6674, Grand Rapids, MI, 49516

GARNET JOHNSON

DIRECTOR | REMEDIATION SERVICES



Garnet Johnson has more than 18 years of experience in a wide array of environmental services, including specialization in due diligence services, leaking underground storage tank sites, and property/brownfield development. Presently, he serves as the Director of Remediation Services with the firm. He is focused on providing timely and quality services to clients when environmental needs arise through our creative, practical, responsive, and effective approach. His investigation and remediation work has resulted in obtaining numerous regulatory closures throughout Michigan.

AREAS OF EXPERTISE

- ASTM Phase I and II Environmental Site Assessments (ESAs)
- Evaluating Soil and Groundwater Data for Due Care Obligations
- Baseline Environmental Assessments (BEAs) and Due Care Plans
- Underground Storage Tank Removal and Assessment
- Leaking Underground Storage Tank Investigation and Remediation
- Non-aqueous Phase Liquid (NAPL) Investigation & Recovery
- Implementation of Remedial Technologies, including Oxygen-Releasing Compound Applications/Injections & Groundwater Pump-and-Treat Systems with Activated Carbon
- Evaluating Soil and Groundwater Data for Risk-Based Closures
- Aquifer Testing and Groundwater Modeling
- Redevelopment & Demolition Oversight: Owner's Representation and Administration
- Hazardous Material Assessments (Asbestos, Mold, and Lead)
- Brownfield Redevelopment Planning & Implementation
- Brownfield Grant & Loan Application Preparation
- Brownfield Tax Increment Financing Work Plans & Incentive Evaluations

PROFESSIONAL

- Hazardous Waste Operations & Emergency Response (HAZWOPER) Training
- Asbestos Building Inspector – Michigan (#A31634)

EDUCATION

- BS Biology / Environmental Studies - 2003
Alma College, Alma, Michigan
- Additional specialized training includes completing programs in Risk-Based Corrective Action (RBCA) and Due Diligence.

NOTABLE PROJECT EXPERIENCE

- Overall project experience includes: performing over 200 ASTM Phase I ESAs, completing over 100 Phase II ESAs and 25 BEAs/Due Care Plans, conducting over 40 LUST site investigation and remediation projects, and supervising over 50 UST removals and site assessments. In addition, Mr. Johnson has overseen the design, installation, and operation of air sparge/soil vapor extraction remediation systems and implementation of enhanced bio-remediation at sites throughout Michigan.
- Redevelopment of early 1900s, 3.5-acre industrial site into a \$25-million dollar mixed used market place – Management and Facilitation of \$50,000 EPA site assessment grant, Bid Specification and Contractor Procurement for environmental remediation, Soil Remediation, Groundwater Monitoring, Regulatory Site Closure, Asbestos and Lead Paint Abatement, Environmental Due Diligence (Phase I Environmental Site Assessment, and Preparation of Project Closeout Documentation. Redevelopment was completed in 2013.



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517.853.2154 | garnet.johnson@triterra.us | 220 E. Superior St., Unit B, Alma, MI

MEREDETH CRANE

SENIOR SCIENTIST MANAGER | NATURAL RESOURCES



Meredeth Crane serves as a Senior Scientist and Manager of Natural Resource Services for the Firm. She is primarily responsible for wetland evaluations and delineations, wetland permitting, threatened and endangered species reviews, vegetation and tree surveys, invasive species assessments, industrial stormwater management, natural resource assessments, soil and sediment sampling, and water quality evaluations, along with managing subcontractors, evaluating innovative and cost-effective strategies for natural resource services, mentoring staff, and attracting new clients.

AREAS OF EXPERTISE

- ASTM Phase I and II Environmental Site Assessments (ESAs)
- Baseline Environmental Assessments (BEAs), Due Care Plans, and Environmental Transaction Screens
- Evaluating Soil and Groundwater Data for Due Care Obligations
- Storm Water Assessment and Water Quality Characterization
- Industrial and Construction Site Stormwater Management
- Wetland Assessments and Routine Wetland Delineations
- Wetland Permit Application Consulting and Project Planning
- NEPA Assessments

NOTABLE PROJECT EXPERIENCE

- Over 7 years Environmental Consulting Experience
- Borehole logging, Screens and Sampling, and Sediment Sampling and Evaluation for Due Care
- Hazardous Materials Assessments (Asbestos and Mold)
- Michigan Association Environmental Professionals – Member
- Mid-Michigan Environmental Action Council – Member at Large

EDUCATION

- AS in Biological Science - 2021
Lansing Community College, Lansing, Michigan
- BS in Fisheries and Wildlife/Conservation Biology – 2015
Michigan State University, East Lansing, Michigan

CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response (HAZWOPER) Training
- Army Corps of Engineers Wetland Delineation Training Program
- Asbestos Building Inspector – Michigan (#A49536)
- Certified Construction Site Storm Water Operator (# C-19492)



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517.853.2157 | meredeth.crane@triterra.us | 1305 S. Washington Ave., Ste. 102

ADAM BISHOP

PROJECT SCIENTIST MANAGER | VAPOR INTRUSION



Adam Bishop currently serves as a Project Scientist and the Manager of the Vapor Intrusion Division with Triterra. His work focuses on the design and installation of vapor mitigation systems to address vapor intrusion concerns at contaminated properties and regularly collaborates with staff and contractors in the installation and prove-out testing of these systems. Adam understands regulatory requirements and considerations necessary for vapor intrusion projects.

AREAS OF EXPERTISE

- Vapor Mitigation System Design and Install
- Vapor Intrusion Standards
- ASTM International Vapor Encroachment Screening
- ASTM International Phase I Environmental Assessments (ESAs), Phase II ESAs, and Environmental Transaction Screens
- Baseline Environmental Assessments and Due Care Evaluations
- Borehole Logging and Soil Classification
- Monitoring Well Installation and Groundwater Interpretation
- Soil, Groundwater, Soil Gas, and Indoor Air Sampling
- Data Evaluation and Pathway Compliance
- Wetland Delineations and Wetland Assessments
- Wetland Permit Application Consulting and Project Planning

EDUCATION

- BS Environmental Science and Planning– 2017
University of Michigan - Flint, Michigan

NOTABLE PROJECT EXPERIENCE

- Designed, installed, and tested vapor mitigation systems for new and existing buildings on at-risk and/or contaminated properties to mitigate volatilization to indoor air concerns and protect occupant health.
- Conducted numerous Due Diligence activities including Phase I Environmental Site Assessments, Phase II Subsurface Investigations, Baseline Environmental Assessments, Due Care Evaluations, and Response Activity Plans.
- Conducted Asbestos Containing Materials (ACM) Inspections
- Created Wetland Delineation Maps using Geographic Information Systems (GIS)

CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response (HAZWOPER)
- Army Corps of Engineers Wetland Delineation Training Program
- Certified Construction Site Storm Water Operator – C-20003
- Asbestos Inspector – Michigan (# A54532)



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517.853.2155 | adam.bishop@triterra.us | 1305 S. Washington Ave., Ste. 102

MARIAH BENNETT

GEOLOGIST



Mrs. Bennett currently serves as a Geologist with Triterra. Her work focuses on the investigation and remediation of LUST sites. She has an extensive background in geological field work, with a history of sample acquisition and subsequent analysis. Mrs. Bennett's responsibilities include coordinating field activities, completing subsurface investigations including borehole logging, monitoring well installation, soil/groundwater sampling, routine free product monitoring/recovery activities, data evaluation, and preparing technical reports for investigation/remediation projects.

AREAS OF EXPERTISE

- Underground Storage Tank (UST) Removal and Assessment
- Leaking Underground Storage Tank (LUST) Investigation and Remediation
- Borehole Logging, Field Screening, and Soil/Groundwater Sampling
- Monitoring Well Installation Development, Oversight, and Sampling
- Evaluating Soil and Groundwater Data for Risk-Based Closures
- Evaluating Geochemical Indicators of Natural Attenuation Processes
- Preparation of Initial Assessment, Final Assessment, and Closure Reports for LUST Sites
- Aquifer Testing and Groundwater Modeling
- Interpreting Groundwater/ Surface Water Interactions

CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response (HAZWOPER) Training
- Geographic Information Systems (GIS) Certification
- National Institute of Occupational Safety & Health (NIOSH) – 582 Equivalency Certification

EDUCATION

- BS Geological Sciences - 2019

Michigan State University, East Lansing, Michigan

NOTABLE PROJECT EXPERIENCE

- Underground Storage Tank Removal and Assessments
- LUST Investigation – Borehole Advancement, Monitoring Well Installation, Soil & Groundwater Sampling, Free Product Monitoring & Recovery, and Data Evaluation
- LUST Remediation – Soil Excavation and Use of Oxygen Releasing Compounds

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BRANNON ROACH

ENVIRONMENTAL SCIENTIST



Mr. Roach currently serves as an Environmental Scientist with Triterra. His work focuses on the investigation and remediation of LUST sites. He has an extensive background in geological field work, with a history of sample acquisition and subsequent analysis. Mr. Roach's responsibilities include coordinating field activities, completing subsurface investigations including borehole logging, monitoring well installation, soil/groundwater sampling, routine free product monitoring/recovery activities, data evaluation, and preparing technical reports for investigation/remediation projects.

AREAS OF EXPERTISE

- Underground Storage Tank (UST) Removal and Assessment
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- Borehole Logging, Field Screening, and Soil/Groundwater Sampling
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- Evaluating Soil and Groundwater Data for Risk-Based Closures
- Evaluating Geochemical Indicators of Natural Attenuation Processes
- Preparation of Initial Assessment, Final Assessment, and Closure Reports for LUST Sites
- Aquifer Testing and Groundwater Modeling
- Interpreting Groundwater/ Surface Water Interactions

CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response (HAZWOPER) Certification
- Certified Construction Site Storm Water Operator (# C-22151)
- Certified Industrial Site Storm Water Operator (# I-18090)
- Licensed Asbestos Inspector (A56493)

EDUCATION

- BS Environmental Science - 2019
- Alma College, Alma, Michigan

NOTABLE PROJECT EXPERIENCE

- Underground Storage Tank Removal and Assessments
- LUST Investigation – Borehole Advancement, Monitoring Well Installation, Soil & Groundwater Sampling, Free Product Monitoring & Recovery, and Data Evaluation
- LUST Remediation – Soil Excavation



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POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

Firm Name Triterra

Yearly Percentage Billing Rate Increase 3%

LEVEL	CLASSIFICATION	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
Principal	P4	\$ 154.35	\$ 158.98	\$ 163.75	\$ 168.66	\$ 173.72
Associate	P4	\$ 154.35	\$ 158.98	\$ 163.75	\$ 168.66	\$ 173.72
Senior	P3	\$ 121.28	\$ 124.92	\$ 128.67	\$ 132.53	\$ 136.50
Project	P3	\$ 121.28	\$ 124.92	\$ 128.67	\$ 132.53	\$ 136.50
Staff	P2	\$ 93.71	\$ 96.52	\$ 99.42	\$ 102.40	\$ 105.47
Senior Technician	P2	\$ 82.69	\$ 85.17	\$ 87.73	\$ 90.36	\$ 93.07
Field Technician	P1	\$ 55.13	\$ 56.78	\$ 58.49	\$ 60.24	\$ 62.05
CAD Drafting	P2	\$ 82.69	\$ 85.17	\$ 87.73	\$ 90.36	\$ 93.07
Administrative Assistant	P1	\$ 55.13	\$ 56.78	\$ 58.49	\$ 60.24	\$ 62.05

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

** Key Project Personnel

Project Information at a Glance		
Project Name: Lofts on Lake Street	Grantee: City of Boyne City	Final Report Date: 4/26/2022
Project Address: Former: 100 & 120 N. Lake Street & 114 State Street Now: 100 N. Lake Street Boyne City, Michigan 49712	Grantee Contact Person: Scott McPherson	Final Report Prepared by: Craig Mulica, Triterra
EGLE Tracking Code: 2020-2434	EGLE Location Code: 6G00	EGLE Brownfield Coordinator: Julie Lowe
Grant Amount: \$600,000.00	Grant Amount Spent: \$427,972.45 (Through March 31, 2022)	Grant Type(s): <input checked="" type="checkbox"/> BRF ¹ <input type="checkbox"/> CMI ² <input type="checkbox"/> RPG ³ <input type="checkbox"/> RMG ⁴ <input type="checkbox"/> Other _____
Loan Amount:	Loan Amount Spent: \$	Loan Type(s): <input type="checkbox"/> BRL ⁵ <input type="checkbox"/> RRL ⁶ <input type="checkbox"/> RLF ⁷
Development Name (if different than above): Lofts on Lake, LLC	Parcel ID(s): Former: 15-051-240-028-50, 15-051-240-030-10, & 15-051-240-054-00 Combined: 051-240-030-50	Project Area Size (acres): 0.93
Development Type: Construct new Mixed-use building	Development Details (# of buildings, sq ft, etc.): 42,000 square foot, three-story, commercial space on the first floor and residential rentals on the second and third floors. (Pending Construction)	Capital Investment (excluding EGLE funds): \$9,000,000.00 Renew Michigan Grant (RMG)

¹ BRF: Brownfield Redevelopment Fund

² CMI: Clean Michigan Initiative

³ RPG: Refined Petroleum Grant

⁴ RMG: Renew Michigan Grant

⁵ BRL: Brownfield Redevelopment Loan

⁶ RRL: Revitalization Revolving Loan

⁷ RLF: United States (US) Environmental Protection Agency (EPA) Revolving Loan Fund

Project Information at a Glance		
Jobs Created (FTE⁸): FT 12 (Projected)	Jobs Retained (FTE⁸):	Redevelopment/Project Completion Date: Anticipated Spring 2024
Property Taxable Value (pre-project): \$235,182 Tax Year: 2019	Property Taxable Value (post-project): \$2,250,000 (Projected) Tax year: Projected	Increased Taxable Value⁹: \$ 2,014,818 (Projected)

1.0 PROJECT SUMMARY

The following sections provide a summary of the overall brownfield project including history, background, environmental information, and synopsis of the completed project.

1.1 Site History/Background *Summarize the site history, background, previous uses, ownership, that led up to the brownfield project.*

The Property was comprised of three contiguous parcels located in Boyne City. Several houses and commercial/light industrial buildings existed on the Property at various times between at least 1889 and approximately 1955. Former buildings and occupants included a city electrical plant, county road commission, blacksmith, and a mill. In 2019, a commercial building with office and boat/automobile warehouse (100 N. Lake Street), a commercial office building that was originally a bank (120 N. Lake Street), and a house most recently utilized as a bicycle shop; the buildings were demolished in 2021. According to the historical environmental documents, one 500-gallon gasoline underground storage tank (UST) and one 500-gallon diesel UST were formerly located on the central portion of the Property and utilized by the City of Boyne City, a UST was located near the northwest portion of the Property in at least 1929, and an oil house was located in the west-central portion of the Property from at least 1901 to 1905.

1.2 Environmental Condition *Summarize the environmental condition of the property before and after the brownfield project.*

On March 28, 2019, Triterra advanced eight soil borings (SB-1 – SB-8) and installed two temporary groundwater monitoring wells (B-2W and B-4W) to assess the potential for contamination from historical Property operations, including the former presence of USTs and an oil house. Concentrations of polynuclear aromatic hydrocarbons (PAHs) were detected in soil above laboratory method detection limits but below Part 213 Risk-Based Screening Levels (RBSLs). Mercury was detected in soil above the Part 201 Residential Generic Cleanup Criteria (GCC). A Baseline Environmental Assessment (BEA) dated April 24, 2019, was completed for the Property by Triterra and was received by EGLE on April 25, 2019 (15000147-BEA-1). Triterra received Site-Specific Volatilization to Indoor Air Criteria (SSVIAC) for mercury and various PAHs for the Property from EGLE on July 24, 2019; mercury exceeded SSVIAC.

⁸ FTE: Full Time Equivalent (2 part time jobs = 1 FTE)

⁹ Pre-project taxable value – Post project taxable value = Increased Taxable Value

Triterra completed Asbestos Containing Materials (ACM) Inspections and Hazardous Materials Surveys for the former buildings located at 100 & 120 N. Lake Street and 114 State Street in March 2019. Friable and non-friable ACM identified on the property included glazing on windows, exterior transite siding, and 12x12-inch floor tile.

On November 8, 2019, Triterra advanced nineteen soil borings (SB-12 – SB-30) on the Property to approximately seven feet below grade to delineate the vertical and horizontal extent of mercury contaminated soils. Four areas (A through D) were identified on the Property to be excavated for removal of mercury contaminated soils. Excavation area A was located in the northwest portion of the Property in the area of the former UST and areas B through D were located in the eastern portion of the former 120 N. Lake Street Parcel and the entirety of the 114 State Street parcel. Various PAHs were identified in sample SB-13 (6-7') above laboratory minimums; phenanthrene was detected in SB-13 in exceedance of Part 201 residential GCC for Groundwater to Surface-water Interface Protection (GSIP) criteria. It was explored with EGLE that the data seems to demonstrate the impact was delineated to an extent that will allow for removal and a vapor mitigation system would not be necessary as long as the soils were removed and properly verified through confirmation testing.

The Michigan Brownfield Redevelopment program Grant and Loan Application for the Lofts on Lake Street project was completed July 26, 2019. Agreement between the City of Boyne and Lofts on Lake Street, LLC for MI EGLE Brownfield Redevelopment Grant signed August 25, 2020. The Grant Work Plan #1 was completed by Triterra and dated February 24, 2021.

ACM abatement and building demolition and disposal was completed between June 8 and June 21, 2021. From June 21, through July 1, 2021, approximately 2,828 tons of mercury impacted soils were removed from excavation areas A through D on the Property (as per the May 21, 2021, Due Care Plan) and were disposed of at the Waste Management Waters Landfill in Frederic, Michigan; excavations were filled with clean fill sand. The portion of the Property proximate to SB-13 (phenanthrene in soil in exceedance of GSIP) was not included within excavations and remains onsite.

Between June 23, through July 1, 2021, thirty-one excavation verification samples (EV-01 through EV-30) were collected from an approximately 30-foot grid pattern on the floor of the excavation (3 feet below grade) and were submitted for laboratory analysis for mercury. All verification samples were non-detect for mercury.

1.3 Redevelopment Summary *Provide a brief overview of the of the redevelopment. If redevelopment changed from the original application provide a discussion of the change. If redevelopment is ongoing provide a status of where project stands and projected completion date.*

The project will result in the revitalization of a vacant and contaminated parcel, while also mitigating environmental exposure risks to public health and the environment. Redevelopment plans for the property include the construction of a three-story mixed-use building totaling approximately 42,118 square feet with commercial space on the first-floor and 42 residential (rental) units on the second and third floors. The apartment breakdown includes six studio/1-bath units (400sq. ft.), twenty-eight 1 bedroom/1-bath units (500 sq. ft.), and eight 2-bedroom/2-bath units (750 sq. ft.). At least 51% of the residential units will be priced at 80% AMI rents or less. 69 parking spaces will be available onsite for residents and commercial users. In addition, the project will create 13 public parking spaces on both State Street and Lake Street. The project will create 12 permanent FTE jobs at living wage.

Construction of the proposed building is currently on hold due to the current elevated costs of construction materials and has been tentatively scheduled for fall 2022.

1.4 Project Partners and Contributions *Provide a brief summary or list of other project partners and contributions to project. Provide a summary of funding sources and amounts that equal the total capital investment. Table 1 may be used for the list.*

Michigan Community Capital (MCC, “the Developer”) was formed in 2004 by the Michigan Economic Development Corporation (MEDC), the Michigan State Housing Development Authority (MSHDA) and the Great Lake Capital Fund for Housing, now Cinnaire. It is a private non-profit public charity, a Community Development Entity (CDE) for qualification purposes under the New Market Tax Credit Program and a Community Development Financial Institution (CDFI) certified by US Department of Treasury. MCC’s objective is to pursue federal and private sector resources to achieve State & Local objectives and priorities. In this project, MCC, and its associated entities, act as the long-term developer and owner leverage investment from the New Market Tax Credit Program.

The developer has a terms sheet from Independent Bank for 75% of the Appraised Loan to Value. In addition, the project is negotiating funding through the Community Revitalization Program from the Michigan Economic Development Corporation.

The City of Boyne City is in full support of the proposed project, as such the city commission has approved a Commercial Rehabilitation Exemption Certificate (PA 210) in support of the project and the project received site plan approval.

- EGLE Brownfield Redevelopment Grant \$600,000
- Developer Capital Investment (construction & Site Development \$9,000,000)

1.5 Sustainable Development and Community/Social Benefits *Summarize the placemaking, green building, sustainable development, interesting features, or other community/social benefits of the project.*

Key impacts to the community include providing long term housing for permanent residents of the City where there is currently a shortage, assist the businesses in attracting and retaining talent by providing housing options for employees, redevelop an underutilized site into a vibrant walkable destination, create additional public parking and increase the tax base at the end of 10 years. The future building will include significant hardscape areas in front of the building to encourage future tenants to provide outdoor dining options. The completed Lofts on Lake Street project will bring new commercial spaces and dozens of quality housing units to a long under-used, waterfront redevelopment site in the heart of our community within short walking distances from jobs, shopping and recreational opportunities.

1.6 Other Project Information and Benefits *Describe if the project is in a Core Community, Redevelopment Ready Community, Main Street Community, Traditional Downtown, Targeted Redevelopment area, involved the restoration of a historic resource, addressed environmental justice concerns, and other benefits not discussed elsewhere.*

The redevelopment project is located within the City of Boyne City (the City) which has been certified as a Redevelopment Ready Community by the MEDC and this Project has been identified as a top priority redevelopment by the City.

2.0 SUMMARY OF GRANT AND/OR LOAN FUNDED ACTIVITIES

Provide a summary of each “Task” and “Activity” that involved the brownfield grant/loan funds. Use your professional judgement to modify or add to the following sections as appropriate to communicate the work completed with the brownfield grant/loan. If possible, keep the summary consistent with the “Tasks” in Appendix A of the grant/loan agreement and “Activities” in the work plans.

“Tasks” and “Activities” are defined as follows:

- *Tasks: are the broad category of eligible activities provided in Appendix A of the grant/loan agreement.*
- *Activities: are the specific eligible activities (e.g. Phase I and II Environmental Site Assessment, contaminated soil management, vapor mitigation system, etc.) in the approved work plans. The summary should correlate to the activities approved in the work plans.*

2.1 Task # Task Name

- 2.1.1 - Due Care
- 2.1.2 - Demolition and Abatement
- 2.1.3 - EGLE Sign
- 2.1.4 - Grant Administration
- 2.1.5 - Contingency

2.1.1 Activity Name

2.1.1 - Due Care (Task 1)

2.1.1.1 - Preparation of EGLE Work Plan No. 1 (Approved 2/24/21)

2.1.1.2 - Preparation of a Plan for Compliance with Section 20107a (5/21/21)

2.1.1.3 - Excavation, Loading, Transportation & Disposal of Non-Hazardous Contaminated Soils

Completed: ~2,440 cu. Yds., 2,828 tons disposed at Waters Landfill)

See Documentation of Due Care Compliance Report (3/16/22)

- Site Restoration – Import, Backfill, Compact Clean Fill Material and 5% GC fee

Completed: Clean Fill Sand import/backfill (~2,892 cu. Yds., 2,892 Tons)

See Documentation of Due Care Compliance Report (3/16/22)

- Surveying and Staking
- Temporary Fencing
- General Contractor (general conditions and requirements)
- Environmental Project Management (Oversight, Verification Sampling, Reporting)

See Documentation of Due Care Compliance Report (3/16/22)

2.1.2 – Demolition & Abatement (Task 2)

2.1.2.1 - ACM abatement/disposal – Completed (6x 30 yd. (180 yds.) Roll off loads to GFL, 6 loads to Waste Management Waters Landfill 28.97 tons)

2.1.3 – EGLE Sign (Task 3)

Completed (on-site throughout project)

2.1.4 – Grant Administration (Task 4)

Ongoing quarterly reporting and admin.

2.1.5 – Contingency (Task 5)

2.1.5.1 – Grant Closeout Report and DDCC (3/16/22)

2.1.5.2 - Demo & Abatement oversight/Equip & Expenses

2.1.5.3 - Transient siding additional found under bldg.

2.1.5.4 - Extra lab with unknown UST

2.1.5.5 - Reporting

3.0 SUMMARY OF DELIVERABLES

A report or deliverable must be provided documenting every activity conducted using grant or loan funding. This final report may be used as the deliverable in some circumstances. As necessary use the Appendices to include deliverables not otherwise provided to EGLE. See EGLE Brownfield Grant/Loan Deliverables Guidance for additional documentation requirements.

The following table summarizes the reports and deliverables prepared with the brownfield grant/loan funding.

Deliverable Name	Deliverable Date	Date Submitted to EGLE
Work Plan 01	February 24, 2021	February 24, 2021
Plan for compliance with 20107A	May 21, 2021	April 21, 2022
Documentation of Due Care Compliance	March 16, 2022	April 26, 2022
FY21 Q1 Quarterly Report	December 31, 2020	May 11, 2021 (revised)
FY21 Q2 Quarterly Report	February 8, 2021	May 18, 2021
FY21 Q3 Quarterly Report	May 1, 2021	August 20, 2021
FY21 Q4 Quarterly Report	September 30, 2021	September 30, 2021
FY22 Q1 Quarterly Report	January 27, 2021	January 27, 2021
FY22 Q2 Quarterly Report	April 30, 2021 (<i>Pending</i>)	<i>Pending</i>
Grant Closure Report	April 26, 2022	April 27, 2022

Figures

Figure 1: Figure 1 Property Location

Figure 2: Boring Locations & Analytical Exceedances

Figure 3: Excavation Locations

Figure 4: Excavation Verification Sample Locations

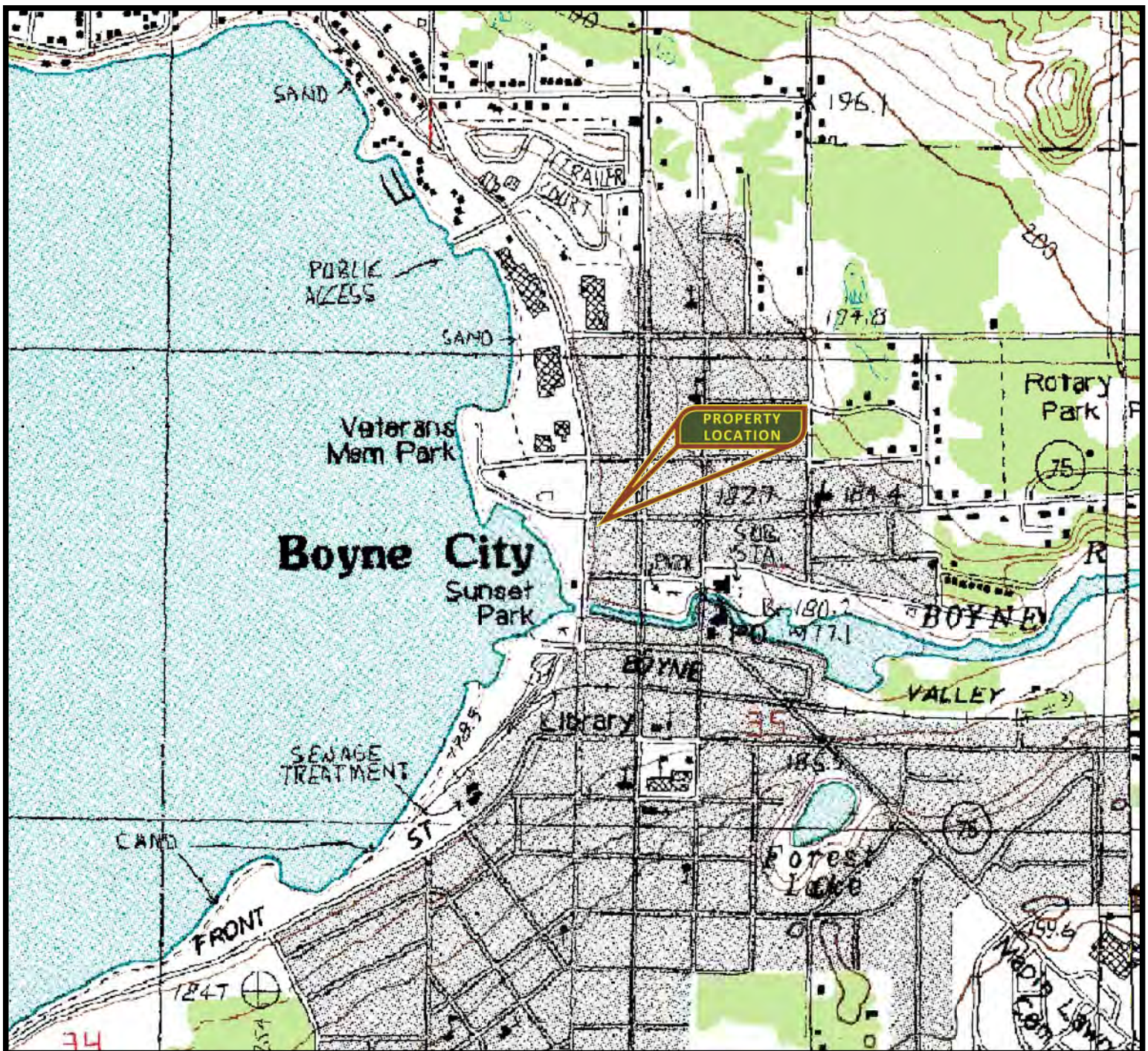


FIGURE 1 PROPERTY LOCATION

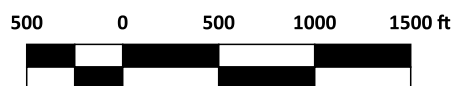
100 & 120 N. LAKE STREET AND
114 STATE STREET
BOYNE CITY, MICHIGAN 49712

CHARLEVOIX COUNTY
T33N, R6W, SECTION 35

PROJECT NUMBER: 19-2088

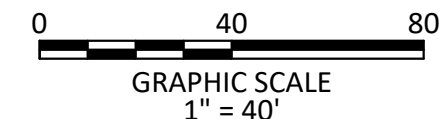
ADAPTED FROM MI GEOGRAPHIC DATA LIBRARY DRG

TRI TERRA






1:12000





LEGEND

- SB-5  PREVIOUS SOIL BORING LOCATION
B-1  SOIL BORING LOCATION
 LIMITS OF EXCAVATION

CONSTITUENTS LEGEND

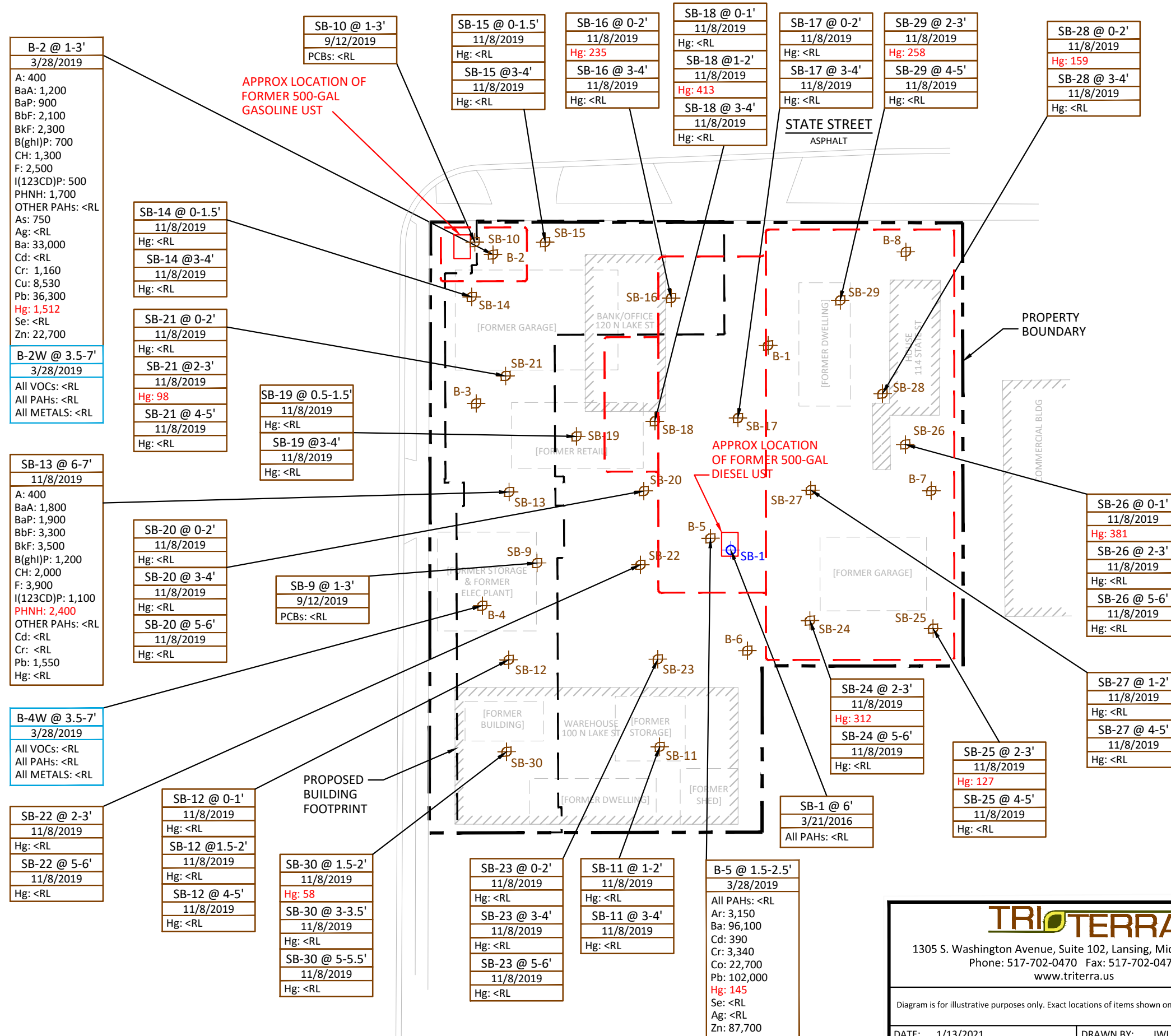
SEMIVOLATILES
A: ANTHRACENE
BaA: BENZO(A)ANTHRACENE
BaP: BENZO(A)PYRENE
BbF: BENZO(B)FLOURANTHENE
BkF: BENZO(K)FLOURANTHENE
B(ghi)P: BENZO(GHI)PERYLENE
CH: CHRYSENE
F: FLOURANTHENE
I(123CD)P: INDENO(123CD)PYRENE
PHNH: PHENANTHRENE

INORGANICS, METALS
Al: Aluminum
Ag: Silver
As: Arsenic
Ba: Barium
Cd: Cadmium
Co: Cobalt
Cr: Chromium, Total
Cu: Copper
Fe: Iron
Hg: Mercury, Total (B)
Mn: Manganese
Pb: Lead, Total
Se: Selenium (B)
Zn: Zinc

<RL: Result was less than the laboratory reporting limits.

NOTES

1. Soil concentrations are in µg per kg (ppb).
2. Groundwater concentrations are in µg per L (ppb).
3. All exceedances are highlighted in red.



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Phone: 517-702-0470 Fax: 517-702-0477
www.triterra.us

Diagram is for illustrative purposes only. Exact locations of items shown on figure may vary slightly.

DATE: 1/13/2021

DRAWN BY: JWL

DATE: 2/10/2021

REVISED BY: JWL

BORING LOCATIONS & ANALYTICAL EXCEEDANCES

100 & 120 N. LAKE STREET AND 114 STATE STREET
BOYNE CITY, MICHIGAN

PROJECT NUMBER: 19-2088

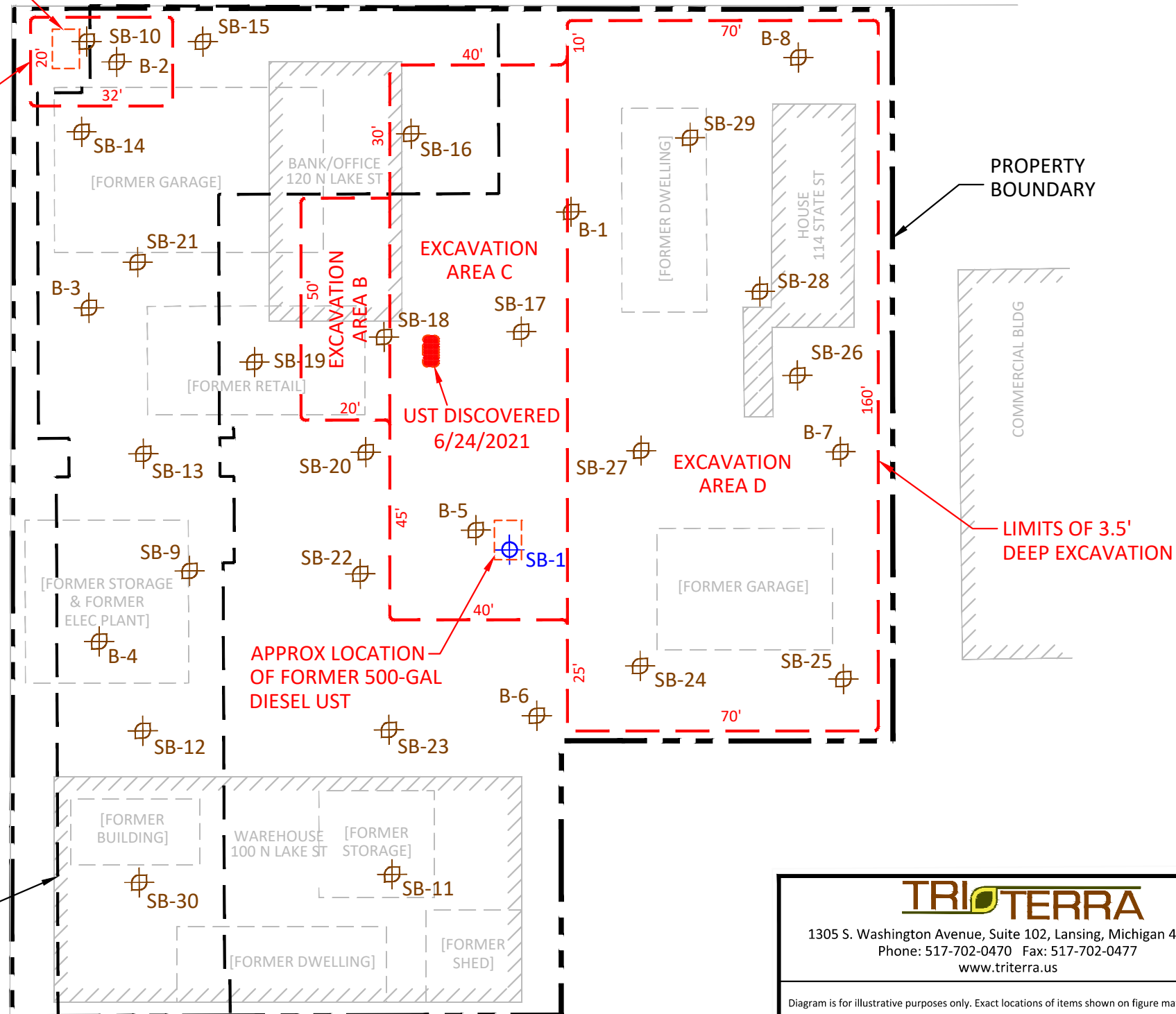
FIGURE 2

APPROX LOCATION OF
FORMER 500-GAL
GASOLINE UST

LIMITS OF 3.5' DEEP
EXCAVATION AREA A

PROPOSED
BUILDING
FOOTPRINT

STATE STREET
ASPHALT



0 30 60

GRAPHIC SCALE
1" = 30'

LEGEND

SB-5 PREVIOUS SOIL BORING LOCATION

B-1 SOIL BORING LOCATION

LIMITS OF EXCAVATION

PROPERTY
BOUNDARY

LIMITS OF 3.5'
DEEP EXCAVATION

TRITERRA

1305 S. Washington Avenue, Suite 102, Lansing, Michigan 48910
Phone: 517-702-0470 Fax: 517-702-0477
www.triterra.us

Diagram is for illustrative purposes only. Exact locations of items shown on figure may vary slightly.

DATE: 1/12/2021

DRAWN BY: JWL

DATE: 8/8/2021

REVISED BY: JWL

EXCAVATION LOCATION

100 & 120 N. LAKE STREET AND 114 STATE STREET
BOYNE CITY, MICHIGAN

PROJECT NUMBER: 19-2088

FIGURE 3

APPROX LOCATION OF
FORMER 500-GAL
GASOLINE UST

LIMITS OF 3.5' DEEP
EXCAVATION AREA A

EV-29






EV-31

STATE STREET
ASPHALT



0 30 60
GRAPHIC SCALE
1" = 30'

LEGEND

- SB-5  PREVIOUS SOIL BORING LOCATION
- B-1  TRITERRA SOIL BORING LOCATION
-  LIMITS OF EXCAVATION
- EV-01  3.5 ft. EXCAVATION VERIFICATION SAMPLE
-  TB-1 UST VERIFICATION SAMPLE


PROPERTY
BOUNDARY

LIMITS OF 3.5'
DEEP EXCAVATION

30' X 30' VERIFICATION
SAMPLE GRID

APPROX LOCATION
OF FORMER 500-GAL
DIESEL UST

PROPOSED
BUILDING
FOOTPRINT

 1305 S. Washington Avenue, Suite 102, Lansing, Michigan 48910 Phone: 517-702-0470 Fax: 517-702-0477 www.triterra.us		EXCAVATION VERIFICATION SAMPLE LOCATIONS	
		100 & 120 N. LAKE STREET AND 114 STATE STREET BOYNE CITY, MICHIGAN	
DATE: 1/19/2021	DRAWN BY: JWL	PROJECT NUMBER: 19-2088	FIGURE 4
DATE: 8/20/2021	REVISED BY: BMK		

Tables

Table 1: Project Funding Source Summary Table

Table 2: Grant Cumulative Expenditure Table

Table 1: Summary of Soil Analytical Results (Results from 3/21/2016, 3/28/2019, 9/12/2019, 11/8/2019, and 6/24/2021)

Table 2: Summary of Soil Analytical Results (Results from 3/28/2019)

Table 3: Mercury in Soil (Includes 6/23/2021, 6/24/2021 & 7/1/2021 Excavation Verification Sample Results)

Table 1
Work Plan 1
Activity Costs and Schedule
Lofts on Lake Street Project
City of Boyne City, Michigan
EGLE Tracking Code 2020-2434

Work Plan Activity Costs and Schedule					
Eligible Activities	Quantity	Unit	Unit Cost	Cost	Estimated Completion Quarter
Task 1: Due Care					
Work Plan 1	1	T&M	\$ 5,000.00	\$ 5,000.00	Complete
Preparation of a Plan for Compliance with Section 20107a	1	T&M	\$ 4,200.00	\$ 4,200.00	FY2021 - Q2
Excavation, Transportation & Disposal of Non-Hazardous Contaminated Soils (Forbes)					
Excavation and loading of Non-hazardous Soil (Forbes)	3006	CY	\$ 6.00	\$ 18,036.00	FY2021 - Q3
Transportation and Disposal of Non-hazardous Soil (Forbes)	3908	TN	\$ 50.00	\$ 195,400.00	FY2021 - Q3
Site Restoration - Import, Backfill, Compact Clean Fill Material (to replace soil removed from site (Forbes)	3006	CY	\$ 25.00	\$ 75,150.00	FY2021 - Q3
GC Fee (5.00%) (Midwest Construction Group's fee applied to Forbe's cost only)	1	T&M	\$ 14,429.30	\$ 14,429.30	FY2021 - Q3
Surveying and staking during soil removal activities (Midwest Construction)	1	T&M	\$ 6,500.00	\$ 6,500.00	FY2021 - Q3
Temporary Fencing (Midwest Construction)	1	T&M	\$ 9,000.00	\$ 9,000.00	FY2021 - Q3
GC General Conditions - mobilization, labor, equipment, materials (Midwest Construction)	1	T&M	\$ 36,500.00	\$ 36,500.00	FY2021 - Q3
Environmental Project Management, Oversight, and Reporting during soil removal and site restoration (Triterra)					
Project Management and On-site Oversight	35	DY	\$ 1,195.00	\$ 41,825.00	FY2021 - Q3
Equipment and Expenses					
Vehicle	35	DY	\$ 120.00	\$ 4,200.00	FY2021 - Q3
Hand Auger	35	DY	\$ 40.00	\$ 1,400.00	FY2021 - Q3
Photoionization Detector (PID) and water trap	35	DY	\$ 105.00	\$ 3,675.00	FY2021 - Q3
Lodging and Meals (direct cost, no mark-up)	35	DY	\$ 175.00	\$ 6,125.00	FY2021 - Q3
Miscellaneous Equipment (tools, headlamps, etc.)	35	DY	\$ 35.00	\$ 1,225.00	FY2021 - Q3
Laboratory Analysis - Hg	31	Samples	\$ 27.50	\$ 852.50	FY2021 - Q3
Reporting	1	T&M	\$ 7,500.00	\$ 7,500.00	FY2021 - Q4
Task 1: Total				\$ 431,017.80	
Task 2: Demolition and Abatement					
Asbestos abatement, building demolition, site demolition (Forbes) including utility disconnects (water, sewer), soil erosion and sedimentation controls, asbestos abatement, building & site demolition, and additional items noted in Midwest Construction Bid Package 02-100, dated October 13, 2020 (page 2 of attachment 2).	1	T&M	\$ 85,000.00	\$ 85,000.00	FY2021 - Q2
GC Fee (5.00%) (Midwest Construction Group's fee applied to Forbe's cost only)	1	T&M	\$ 4,250.00	\$ 4,250.00	FY2021 - Q2
Utility Disconnects - electric, gas (Midwest Construction)	1	T&M	\$ 5,000.00	\$ 5,000.00	FY2021 - Q2
Task 2: Total				\$ 94,250.00	
Task 3: EGLE Sign					
EGLE Sign	1	T&M	\$ 500.00	\$ 500.00	FY2021 - Q2
Task 3: Total				\$ 500.00	
Task 4: Grant Administration (up to 3%)					
Grant Administration	1	LS	\$ 18,200.00	\$ 18,200.00	FY2021 - Q2
Task 4: Total				\$ 18,200.00	
Task 5: Contingency (up to 15%)					
Demolition and Abatement - Project Management, Oversight, and Reporting during Demolition and Abatement (Triterra)					
Project Management and On-site Oversight, as needed	4	DY	\$ 990.00	\$ 3,960.00	FY2021 - Q2
Equipment and Expenses	4	DY	\$ 120.00	\$ 480.00	FY2021 - Q2
Vehicle	4	DY	\$ 120.00	\$ 480.00	FY2021 - Q2
Shipping for asbestos laboratory analysis	4	Set	\$ 15.00	\$ 60.00	FY2021 - Q2
Laboratory Analysis - Asbestos	30	Sample	\$ 12.00	\$ 360.00	FY2021 - Q2
Reporting	1	T&M	\$ 1,520.00	\$ 1,520.00	FY2021 - Q3
Task 5: Total				\$ 6,860.00	
EGLE Eligible Activities Total Costs				\$ 550,827.80	

NOTES:

Table 2
Cumulative Expenditures Table
Lofts on Lake Street
City of Boyne City, Michigan
EGLE Tracking Code: 2020-2434

Cumulative Expenditures Table						
Task	Grant Budget	Amendment 2 Budget	Work Plan #1 (2/24/21)	Amount Approved to Date	Amount Spent to Date*	Amount Remaining
Task 1: Due Care	\$ 423,550.00	\$ 550,000.00	\$ 431,017.80	\$ 431,017.80	\$ -	\$ 431,017.80
Task 2: Demolition and Asbestos Abatement	\$ 95,500.00	\$ 95,500.00	\$ 94,250.00	\$ 94,250.00	\$ -	\$ 94,250.00
Task 3: EGLE Sign	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ -	\$ 500.00
Task 4: Grant Administration	\$ 15,600.00	\$ 18,200.00	\$ 18,200.00	\$ 18,200.00	\$ -	\$ 18,200.00
Task 5: Contingency	\$ 64,350.00	\$ 85,300.00	\$ 6,860.00	\$ 6,860.00	\$ -	\$ 6,860.00
EGLE Eligible Activities Total Costs	\$ 600,000.00	\$ 750,000.00	\$ 550,827.80	\$ 550,827.80	\$ -	\$ 550,827.80

* See attached budget table

LOFTS ON LAKE as of 4/26/22	Agreement Amount	Amendment #1	Work Plan #1	Contingency Additional ACM	Contingency Lab Orphan UST	Email Approval	Work Plan Amount Approved to Date	Pay Request #1		Pay Request #2				
Approval Date	5/13/20	8/25/2020	2/24/2021	6/15/2021	6/25/2021	12/15/2021								
Contractor								Triterra	Boyne City	Triterra	Triterra	Triterra	Boyne City	Midwest
Invoice Number								05187	0001	05358	05307	05450	0002	19026-1
Invoice Date								31-Dec-2020	27-Jan-2021	5-Mar-2021	8-Feb-2021	9-Apr-2021	31-Mar-2021	31-May-2021
POP Check Number								633357	NA	634334	634334	634334	NA	634333
Task # 1 DUE CARE	\$ 423,550.00	\$ 550,000.00					\$ 431,017.80							
Work Plan (preapproved at \$5,000 on 1/5/21))			\$ 5,000.00					\$ 607.50	\$ -		\$ 4,380.00			
Due Care Plan			\$ 4,200.00							\$ 350.00		\$ 1,840.00		
Excavation Non-haz			\$ 18,036.00					\$ -	\$ -					
T&D Non haz			\$ 195,400.00					\$ -	\$ -					
Backfill & Restoration			\$ 75,150.00											
Survey, temp fencing			\$ 15,500.00											
General conditions, Mob, labor, equip			\$ 36,500.00											\$ 5,827.50
GC Fee 5% markup			\$ 14,429.30											
Project Management/oversight/Equip & Expenses/Reporting			\$ 66,802.50							\$ 1,110.00		\$ 240.00		
Task #2 DEMOLITION AND ABATEMENT	\$ 95,500.00	\$ 95,500.00					\$ 94,250.00							
Demo & Abatement			\$ 85,000.00					\$ -	\$ -					\$ 38,250.00
GC Fee 5% markup			\$ 4,250.00					\$ -	\$ -					\$ 2,203.88
Utility Disconnects			\$ 5,000.00					\$ -	\$ -					
Task #3 EGLE SIGN	\$ 1,000.00	\$ 1,000.00	\$ 500.00				\$ 500.00							
Task #4 GRANT ADMINISTRATION	\$ 15,600.00	\$ 18,200.00	\$ 18,200.00				\$ 18,200.00	\$ -	\$ 137.16				\$ 160.02	
Task #5 CONTINGENCY	\$ 64,350.00	\$ 85,300.00	\$ -				\$ 16,276.00	\$ -	\$ -					
Grant Closeout Report/DDCC						\$ 6,300.00								
Demo & Abatement oversight/Equip & Expenses			\$ 5,340.00											
Transient siding additional found under bldg				\$ 2,500.00										
Extra lab with unknown UST					\$ 616.00									
Reporting			\$ 1,520.00											
Total Grant/Loan Type	\$ 600,000.00	\$ 750,000.00	\$ 550,827.80	\$ 2,500.00	\$ 616.00	\$ 6,300.00	\$ 560,243.80	PR#1	\$ 744.66	\$ 1,460.00	\$ 4,380.00	\$ 2,080.00	\$ 160.02	\$ 46,281.38
											PR#2	\$ 8,080.02		

Pay Request #3				Pay Request #4				Pay Request #5	Pay Request #6			Payment Request #7			Amount Spent to Date	Work Plan Approved Amount Remaining	Agreement Amount Remaining
Midwest	Triterra	Triterra	Triterra	Triterra	Triterra	City of Boyne	Triterra	Midwest	Triterra	Triterra	Triterra	Triterra	Triterra	Triterra			
19026-2	05506	05578	05664	05860	05874	0003	05762	19026-3	05983	06090	06192	06240	06342	06408			
12-Jul-2021	1-May-2021	1-Jun-2021	1-Jul-2021	1-Sep-2021	17-Sep-2021	14-Sep-2021	1-Aug-2021	31-Jul-2021	1-Nov-2021	1-Dec-2021	1-Jan-2022	1-Feb-2022	1-Mar-2022	1-Apr-2022			
634333	634333	634333	634333			NA		635026	635026	635026	635026						
															\$ 326,133.22	\$ 104,884.58	\$ 223,866.78
															\$ 4,987.50	\$ 12.50	
		\$ 770.00	\$ 325.00	\$ 40.00			\$ 90.00				\$ 120.00				\$ 3,535.00	\$ 665.00	
\$ 11,372.18								\$ 1,263.58							\$ 12,635.76	\$ 5,400.24	
\$ 129,820.05								\$ 14,424.45							\$ 144,244.50	\$ 51,155.50	
\$ 50,260.50								\$ 11,044.50							\$ 61,305.00	\$ 13,845.00	
\$ 8,100.00								\$ 900.00							\$ 9,000.00	\$ 6,500.00	
\$ 27,247.50								\$ 3,675.00							\$ 36,750.00	\$ (250.00)	
\$ 13,477.51															\$ 13,477.51	\$ 951.79	
	\$ 935.00	\$ 1,990.00	\$ 19,713.45	\$ 2,130.00	\$ 1,660.00		\$ 8,144.50		\$ 840.00	\$ 775.00	\$ 1,190.00	\$ 520.00	\$ 750.00	\$ 200.00	\$ 40,197.95	\$ 26,604.55	
															\$ 94,219.26	\$ 30.74	\$ 1,280.74
\$ 38,250.00								\$ 8,500.00							\$ 85,000.00	\$ -	
								\$ 2,015.38							\$ 4,219.26		
\$ 4,500.00								\$ 500.00							\$ 5,000.00	\$ -	
																	\$ 1,000.00
						\$ 205.74									\$ 502.92	\$ 17,697.08	\$ 17,697.08
															\$ 7,117.05	\$ 9,158.95	\$ 78,182.95
												\$ 3,148.75	\$ 498.30	\$ 592.50	\$ 4,239.55		
			\$ 2,382.50												\$ 2,382.50	\$ 2,957.50	
															\$ -	\$ -	
			\$ 495.00												\$ 495.00	\$ 121.00	
															\$ -	\$ -	
\$ 283,027.74	\$ 935.00	\$ 2,760.00	\$ 22,915.95	\$ 2,170.00	\$ 1,660.00	\$ 205.74	\$ 8,234.50	\$ 42,322.91	\$ 840.00	\$ 775.00	\$ 1,310.00	\$ 3,668.75	\$ 1,248.30	\$ 792.50	\$ 427,972.45	\$ 239,734.43	\$ 322,027.55
			\$ 355,920.07				\$ 12,270.24	\$ 42,322.91			\$ 2,925.00			\$ 5,709.55			



TABLE 1
SUMMARY OF SOIL ANALYTICAL RESULTS
100 and 120 N. Lake Street
Boyer City, Michigan 49712
Triterra Project No. 19-2088

Analyzed Constituents <i>(Refer to laboratory report for method reference data)</i>	Chemical Abstract Service Number	Statewide Default Background Levels	EGLE Part 201 Residential Generic Cleanup Criteria and Screening Levels							Volatilization to Indoor Air Pathway (VIAP) Screening Levels		Sample ID and Collection Date							
			Drinking Water Protection Criteria	Groundwater Surface Water Interface Protection Criteria	Soil Volatilization to Indoor Air Inhalation Criteria (SVIIC)	Infinite Source Volatile Soil Inhalation Criteria (VSIC)	Particulate Soil Inhalation Criteria	Direct Contact Criteria	Soil Saturation Concentration Screening Level (C _{sat})	Residential	Nonresidential	SB-1 6' 3/21/2016	B-2 1-3' 3/28/2019	B-5 1.5-2.5' 3/28/2021	SB-9 1-3' 9/12/2019	SB-10 1-3' 9/12/2019	SB-13 6-7' 11/8/2019	TB-1 3.5' 6/24/2021	TB-2 3.5' 6/24/2021
Volatiles, VOCs ug/Kg																			
Various VOCs	Varies	NA	Vw/C	Vw/C	Vw/C	Vw/C	Vw/C	Vw/C	Vw/C	Vw/C	Vw/C	<RL	<RL	<RL	-	-	<RL	<RL	-
Semivolatiles, PAHs ug/Kg																			
Anthracene	120127	NA	41,000	ID	1,000,000,000	1,400,000,000	67,000,000,000	230,000,000	NA	13,000,000	220,000,000	<RL	400	<RL	-	-	400	<RL	<RL
Benzo(a)anthracene	56553	NA	NLL	NLL	NLV	NLV	ID	20,000	NA	160,000	11,000,000	<RL	1,200	<RL	-	-	1,800	<RL	<RL
Benzo(a)pyrene	50328	NA	NLL	NLL	NLV	NLV	1,500,000	2,000	NA	NA	NA	<RL	900	<RL	-	-	1,900	<RL	<RL
Benzo(b)fluoranthene	205992	NA	NLL	NLL	ID	ID	ID	20,000	NA	NA	NA	<RL	2,100	<RL	-	-	3,300	300	300
Benzo(k)fluoranthene	207089	NA	NLL	NLL	NLV	NLV	ID	200,000	NA	NA	NA	<RL	2,300	<RL	-	-	3,500	400	400
Benzo(ghi)perylene	191242	NA	NLL	NLL	NLV	NLV	800,000,000	2,500,000	NA	NA	NA	<RL	700	<RL	-	-	1,200	<RL	<RL
Chrysene	218019	NA	NLL	NLL	ID	ID	ID	2,000,000	NA	NA	NA	<RL	1,300	<RL	-	-	2,000	<RL	<RL
Fluoranthene	206440	NA	730,000	5,500	1,000,000,000	740,000,000	9,300,000,000	46,000,000	NA	NA	NA	<RL	2,500	<RL	-	-	3,900	400	500
Indeno(1,2,3-cd)pyrene	193395	NA	NLL	NLL	NLV	NLV	ID	20,000	NA	NA	NA	<RL	500	<RL	-	-	1,100	<RL	<RL
Phenanthrene	85018	NA	56,000	2,100	2,800,000	160,000	6,700,000	1,600,000	NA	1,700	29,000	<RL	1,700	<RL	-	-	2,400	<RL	<RL
Pyrene	129000	NA	480,000	ID	1,000,000,000	650,000,000	6,700,000,000	29,000,000	NA	25,000,000	440,000,000	<RL	2,400	<RL	-	-	3,400	300	400
Various other PAHs	Varies	NA	Vw/C	Vw/C	Vw/C	Vw/C	Vw/C	Vw/C	Vw/C	Vw/C	Vw/C	<RL	<RL	<RL	-	-	<RL	<RL	<RL
Inorganics, Metals ug/Kg																			
Arsenic	7440382	5,800	4,600	4,600	NLV	NLV	720,000	7,600	NA	NA	NA	-	750	3,150	-	-	-	-	-
Barium*	7440393	75,000	1,300,000	290,000	NLV	NLV	330,000,000	37,000,000	NA	NA	NA	-	33,000	96,100	-	-	-	-	-
Cadmium*	7440439	1,200	6,000	2,600	NLV	NLV	1,700,000	550,000	NA	NA	NA	-	<RL	390	-	-	<RL	-	-
Chromium III* (H)	16065831	18,000 (total)	1,000,000,000	2,100,000,000	NLV	NLV	330,000,000	790,000,000	NA	NA	NA	-	1,160	3,340	-	-	<RL	-	-
Copper*	7440508	32,000	5,800,000	52,000	NLV	NLV	130,000,000	20,000,000	NA	NA	NA	-	8,530	2,270	-	-	-	-	-
Lead, Total*	7439921	21,000	700,000	4,400,000	NLV	NLV	100,000,000	400,000	NA	NA	NA	-	36,300	102,000	-	-	1,150	-	-
Mercury, Total (B)	7439976	130	1,700	50 (M)	48,000	52,000	20,000,000	160,000	NA	22 (M)	390	-	1,512	145	-	-	<RL	-	-
Selenium (B)	7782492	410	4,000	400	NLV	NLV	130,000,000	2,600,000	NA	NA	NA	-	<RL	<RL	-	-	-	-	-
Silver (B)	7440224	1,000	4,500	100 (M)	NLV	NLV	6,700,000	2,500,000	NA	NA	NA	-	<RL	<RL	-	-	-	-	-
Zinc*	7440666	47,000	2,400,000	120,000	NLV	NLV	ID	170,000,000	NA	NA	NA	-	22,700	87,700	-	-	-	-	-
Organics, PCBs and Pesticides ug/Kg																			
PCBs	1336363	NA	NLL	NLL	3,000,000	240,000	5,200,000	4,000	NA	NA	NA	-	-	-	<RL	<RL	-	-	-

NOTES:
1. Analytical results compared to EGLE (formerly MDEQ) criteria presented in Administrative Rules for Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, effective December 30, 2013, Updated June 25, 2018.
2. Concentrations reported in ppb (parts per billion or ug/kg).
3. Detected results shown in **BOLD**. Exceedances are highlighted.
4. * = GSI Protection was calculated for the indicated metals using the EGLE spreadsheet for calculating GSI. A default water hardness value of 150 mg/kg as CaCO3 was used to calculate GSI. Results are presented for surface water receiving bodies that are protected as a drinking water source.
5. <RL = Result was less than the laboratory reporting limits, - = Constituent was not analyzed, NA = Not applicable, NLL = Not likely to leach under most soil conditions, NLV = Not likely to volatilize under most conditions, ID = Insufficient data to develop criterion, Vw/C = Varies with constituent.
6. B = Background, as defined in R 299.1(b), may be substituted if higher than the calculated cleanup criterion. Background levels may be less than criteria for some inorganic compounds.
7. M = Calculated criterion is below the analytical target detection limit, therefore, the criterion defaults to the target detection limit.

TABLE 2
SUMMARY OF GRPUNDWATER ANALYTICAL RESULTS
100 and 120 N. Lake Street
Boyne City, Michigan 49712
Triterra Project No. 19-2088

Analyzed Constituents (Refer to laboratory report for method reference data)	Chemical Abstract Service Number	MDEQ Part 201 Generic Residential & Non-Residential Cleanup Criteria and Screening Levels		Site Specific Residential Volatilization to Indoor Air Criteria (VIAC)	Sample ID and Collection Date	
		Residential Drinking Water Criteria	Groundwater Surface Water Interface Criteria		B-2W 3.5-7' 3/28/2019	B-4W 3.5-7' 3/28/2019
Volatiles, VOCs ug/L						
Various VOCs	Varies	Vw/C	Vw/C	NA	<RL	<RL
Semivolatiles, PAHs ug/L						
Various PAHs	Varies	Vw/C	Vw/C	Vw/C	<RL	<RL
Inorganics, Metals ug/L						
Cadmium*	7440439	5.0	3	NV	<RL	<RL
Chromium III*	16065831	100	100	NV	<RL	<RL
Lead, Total	18540299	4.0	14	NV	<RL	<RL

NOTES:

- Analytical results compared to MDEQ criteria presented in Administrative Rules for Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, effective 12/30/2013.
- Concentrations reported in ppb (parts per billion or ug/L).
- Detected results shown in **BOLD**. Exceedances are highlighted.
- * = GSI Protection was calculated for the indicated metals using the MDEQ spreadsheet for calculating GSI. A default water hardness value of 150 mg/kg as CaCO₃ was used to calculate GSI.
Results are presented for surface water receiving bodies that are protected as a drinking water source.
- <RL = Result was less than the laboratory reporting limits, - = Constituent was not analyzed, NA = Not applicable, NLL = Not likely to leach under most soil conditions,
NLV = Not likely to volatilize under most conditions, ID = Insufficient data to develop criterion, Vw/C = Varies with constituent.

TABLE 3: Mercury in Soil



Project Name: Lofts on Lake Street

Address: 100 & 120 N. Lake Street and 114 State Street

Boyet City, Michigan 49712

Project Number: 19-2088

Project Number: 19-2088

Part 201 Generic Residential Cleanup Criteria & Screening Levels				Analyzed Constituent		Part 201 Generic Residential Cleanup Criteria & Screening Levels				Analyzed Constituent				
				Mercury, Total						Mercury, Total				
Statewide Default Background Levels				130		Statewide Default Background Levels				130				
Drinking Water Protection Criteria				1,700		Drinking Water Protection Criteria				1,700				
Groundwater Surface Water Interface Protection Criteria				50 (M); 1.2		Groundwater Surface Water Interface Protection Criteria				50 (M); 1.2				
Direct Contact Criteria				160,000		Direct Contact Criteria				160,000				
Site-Specific Restricted Volatilization to Indoor Air Criteria				23		Site-Specific Restricted Volatilization to Indoor Air Criteria				23				
Site-Specific Unrestricted Volatilization to Indoor Air Criteria				23		Site-Specific Unrestricted Volatilization to Indoor Air Criteria				23				
Sample ID	Depth (ft.)	Sample Date	Mercury, Total (ug/Kg)		Sample ID	Depth (ft.)	Sample Date	Mercury, Total (ug/Kg)		Sample ID	Depth (ft.)	Sample Date	Mercury, Total (ug/Kg)	
SB-1	6	3/21/2016	-		SB-21	0-2	11/8/2019	<50		EV-05	3.5	6/23/2021	<50	
B-2	1-3	3/28/2019	1,512		SB-21	2-3	11/8/2019	98		EV-06	3.5	6/23/2021	<50	
B-5	1.5-2.5	2/29/2019	145		SB-21	4-5	11/8/2019	<50		EV-07	3.5	6/23/2021	<50	
SB-9	1-3	9/12/2019	-		SB-22	2-3	11/8/2019	<50		EV-08	3.5	6/23/2021	<50	
SB-10	1-3	9/12/2019	-		SB-22	5-6	11/8/2019	<50		EV-09	3.5	6/23/2021	<50	
SB-11	1-2	11/8/2019	<50		SB-23	0-2	11/8/2019	<50		EV-10	3.5	6/23/2021	<50	
SB-11	3-4	11/8/2019	<50		SB-23	3-4	11/8/2019	<50		EV-11	3.5	6/23/2021	<50	
SB-12	0-1	11/8/2019	<50		SB-23	5-6	11/8/2019	<50		EV-12	3.5	6/23/2021	<50	
SB-12	1.5-2.0	11/8/2019	<50		SB-24	2-3	11/8/2019	312		EV-13	3.5	6/23/2021	<50	
SB-12	4-5	11/8/2019	<50		SB-24	5-6	11/8/2019	<50		EV-14	3.5	6/23/2021	<50	
SB-13	3-4	11/8/2019	<50		SB-25	2-3	11/8/2019	127		EV-15	3.5	6/23/2021	<50	
SB-13	6-7	11/8/2019	<50		SB-25	4-5	11/8/2019	<50		EV-16	3.5	6/23/2021	<50	
SB-14	0-1.5	11/8/2019	<50		SB-26	0-1	11/8/2019	381		EV-17	3.5	6/23/2021	<50	
SB-14	3-4	11/8/2019	<50		SB-26	2-3	11/8/2019	<50		EV-18	3.5	6/23/2021	<50	
SB-15	0-1.5	11/8/2019	<50		SB-26	5-6	11/8/2019	<50		EV-19	3.5	6/24/2021	<50	
SB-15	3-4	11/8/2019	<50		SB-27	1-2	11/8/2019	<50		EV-20	3.5	6/24/2021	<50	
SB-16	0-2	11/8/2019	235		SB-27	4-5	11/8/2019	<50		EV-21	3.5	6/24/2021	<50	
SB-16	3-4	11/8/2019	<50		SB-28	0-2	11/8/2019	159		EV-22	3.5	6/24/2021	<50	
SB-17	0-2	11/8/2019	<50		SB-28	3-4	11/8/2019	<50		EV-23	3.5	6/24/2021	<50	
SB-17	3-4	11/8/2019	<50		SB-29	2-3	11/8/2019	258		EV-24	3.5	6/24/2021	<50	
SB-18	0-1	11/8/2019	<50		SB-29	4-5	11/8/2019	<50		EV-25	3.5	6/24/2021	<50	
SB-18	1-2	11/8/2019	413		SB-30	1.5-2.0	11/8/2019	58		EV-26	3.5	6/24/2021	<50	
SB-18	3-4	11/8/2019	<50		SB-30	3-3.5	11/8/2019	<50		EV-27	3.5	7/1/2021	<50	
SB-19	0.5-1.5	11/8/2019	<50		SB-30	5-5.5	11/8/2019	<50		EV-28	3.5	6/24/2021	<50	
SB-19	3-4	11/8/2019	<50		EV-01	3.5	6/23/2021	<50		EV-29	3.5	6/24/2021	<50	
SB-20	3-4	11/8/2019	<50		EV-02	3.5	6/23/2021	<50		EV-30	3.5	6/24/2021	<50	
SB-20	0-2	11/8/2019	<50		EV-03	3.5	6/23/2021	<50		EV-31	3.5	6/24/2021	<50	
SB-20	5-6	11/8/2019	<50		EV-04	3.5	6/23/2021	<50						

NOTES:

1. Concentrations reported in ppb (parts per billion or ug/kg).
2. Detected results shown in BOLD. Exceedances are highlighted.
3. <50 = Result was less than the laboratory reporting limits, - = Constituent was not analyzed.
4. M = Calculated criterion is below the analytical target detection limit; therefore, the criterion defaults to the target detection limit.

Photo Glossary

(also provide in jpeg format)

Photos should include:

- One or more high quality photos of the site prior to redevelopment
- One or more photos of redeveloped site
- Photos showing the grant funded work as it is occurring
- Photos showing completion of grant funded activities
- Provide a photo index or descriptions

[See Photo Log](#)



Photo 1: Pre-demolition 3/28/2019



Photo 2: Pre-demolition 3/28/2019



Photo 3: Pre-demolition 3/28/2019



Photo 4: ACM abatement 6/8/2021



Photo 5: ACM abatement



Photo 6: Building Demolition 6/8/2021



Photo 7: Building demolition 6/8/2021



Photo 8: 6/18/2021



Photo 9: 6/18/2021



Photo 10: 6/18/2021



Photo 11: 6/21/2021



Photo 12: 6/21/2021



Photo 13: 6/22/2021



Photo 14: 6/22/2021



Photo 15: 6/23/2021



Photo 16: UST discovered 6/24/2021



Photo 17: UST discovered 6/24/2021



Photo 18: 6/24/2021



Photo 19: 6/25/2021



Photo 20: 6/25/2021



Photo 21: Discovery of utility vault 6/30/2021



Photo 22: 6/29/2021



Photo 23: Fence removal 7/7/2021



Photo 24: Fence removal 7/7/2021

APPENDIX 3
PROFESSIONAL CERTIFICATION
FORMS
(See pages 127 - 130)

APPENDIX 4

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

<p align="center">DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2023</p>
--

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$92.50	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$101.50	

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

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

* See Select Cities Listing

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

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2023

Michigan Select Cities/Counties		
	CITIES	COUNTIES
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
Out of State Select Cities/Counties		
STATE	CITIES	COUNTIES
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	

APPENDIX 5

CERTIFICATES OF INSURANCE



TRITE-1

OP ID: RB

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/30/2023

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

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

PRODUCER 517-319-5123 Lyman & Sheets 2213 East Grand River P.O. Box 15127 Lansing, MI 48901 Kyle Ranney	CONTACT NAME: Mary Kenton PHONE (A/C, No, Ext): 517-319-5123 FAX (A/C, No): E-MAIL ADDRESS: maryk@lymansheets.com														
INSURED Triterra, LLC Don McNabb 1305 S Washington Ave. Ste 102 Lansing, MI 48910	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Westchester Surplus Lines Ins.</td> <td>10172</td> </tr> <tr> <td>INSURER B: Fremont Mutual</td> <td>13994</td> </tr> <tr> <td>INSURER C: Accident Fund Company</td> <td>10166</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Surplus Lines Ins.	10172	INSURER B: Fremont Mutual	13994	INSURER C: Accident Fund Company	10166	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Accident Fund Company	10166														
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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	G72595671 001	09/15/2022	09/15/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAP 0030807	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	G72595683001-FOLLOWING F	03/28/2023	09/15/2023	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCP 100058577	09/15/2022	09/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			G72595671 001	09/15/2022	09/15/2023	Occ/Aggr \$2MIL/\$3MIL
A	Pollution Liab			G72595671 001	09/15/2022	09/15/2023	Occ/Aggr \$1MIL/\$3MIL

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

ISID Title: 2023 Environmental Services. ISID Contract NO: 00950. The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents include as Additional Insured. Liability is Primary & Non-Contributory and Waiver of Subrogation is included on all policies. SEE HOLDERS NOTES FOR ADDITIONAL WORDING

CERTIFICATE HOLDER

CANCELLATION

State of Michigan Dept of Technology, Management and Budget 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
--	---

NOTEPAD:

HOLDER CODE

INSURED'S NAME Triterra, LLC

TRITE-1

OP ID: RB

PAGE 2

Date 03/30/2023

Added by Endorsement/Special Provisions/Special Items:

The ISIS Titel: ISID Title: 2023 Environmental Services

The ISID Contract Number: 00950

The State of Michigan including its departments, divisions, agencies, offices, commissions, officers, employees, and agent are an additional insured on the General Liability and Automobile Insurance policy.

All coverage provided relative to this contract is Primary and Non-contributory.

All Coverage provided relative to this contract provide Waiver of Subrogation for The State of Michigan including its departments, divisions, agencies, offices, commissions, officers, employees, and agent