

PROFESSIONAL SERVICES CONTRACT

between

WAYNE COUNTY

and

AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES

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THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through its Department of Economic Development and the Wayne County Brownfield Redevelopment Authority (the "County") and AKT Peerless Environmental & Energy Services (the "Contractor").

1. PURPOSE

1.01 The County requires Contractor to provide environmental assessment services in furtherance of the terms and conditions listed in the Cooperative Grant Agreement number 00E03553 between the County and the Environmental Protection Agency ("EPA").

1.02 The Contractor desires and agrees to provide these services for the County in accordance with the terms and conditions described herein.

2. ENGAGEMENT OF CONTRACTOR

2.01 The County engages the Contractor, and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and consistent with the applicable industry and professional standards.

3. SCOPE OF SERVICE

3.01 The Contractor must perform the services described in **Appendix A** and in **Appendix A-1** (EPA Grant Agreement) and **Appendix A-2** (RFP Response to 37-24-003) attached herein, in a satisfactory manner, as determined within the sole discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract. The Contractor agrees and understands that prior to the Contractor proceeding on any project the Contractor shall first provide to the County a written proposal for each assessment allowed under **Appendix A-1**. The Contractor shall not proceed until they have received from the County a "Notice to Proceed" in the form attached herein as **Appendix A-3**.

3.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.03 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County's review, nor approval, nor payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and shall remain liable in accordance with the applicable law for all damages to the County caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

3.05 The Contractor shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the Contractor shall not commence performance under this Contract or accept payment for services provided under this Contract until:

- A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer; or
- B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the Chief Executive Officer, or a purchase order is issued.

The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any and all expenses and liability of any kind that the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be responsible for a municipal civil infraction punishable by a fine of up to \$500.00 and shall be liable for any and all expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

4. TERM OF CONTRACT

4.01 This Contract shall begin on the date the Contract is approved by the Wayne County

Commission (“Commencement Date”) and ends upon either the County spending all grant funds listed in EPA Grant Number 00E03553 or September 30, 2027, the expiration of the term of the grant, whichever event occurs first. The Contractor must expediently perform the services to achieve the objectives of this Contract. Any work performed prior to the Commencement Date shall be at the Contractor’s own risk.

5. DATA TO BE FURNISHED TO CONTRACTOR

5.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County deems necessary for Contractor to perform the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor shall schedule conferences at convenient times with key administrative personnel of the County to gather the information.

6. PERSONNEL

6.01 To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor’s authorized powers, and is not in contravention of federal, state, or local law.

6.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

6.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

6.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

6.05 Employees’ daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees’ daily working hours to be the same as those worked by County employees working at the facility.

7. ADMINISTRATION

7.01 The Contractor must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

7.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

7.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

8. COMPENSATION

8.01 The County agrees to pay the Contractor at the rates in **Appendix B**, attached herein. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in **Appendix B**. The Contractor agrees and understands that the initial compensation of the Contractor shall be set at \$136,000. The County shall have the exclusive right to increase or decrease the amount of the compensation by executing a written amendment to the Contract.

8.02 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

9. METHOD OF PAYMENT

9.01 The County will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services, and after it receives an invoice for payment. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period; and must describe the services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Contractor must sign the invoice and send it to the County for each calendar month. This section is limited by the provisions of Article 8 with regard to the amounts payable for performance.

9.02 The Contractor must first direct invoices to the attention of the County's Accounts Payable Department located on the 14th Floor of 500 Griswold, Detroit, Michigan 48226 by mail or by e-mail at wcinvoices@waynecounty.com, with a copy to the attention of the individual specified in the Notice provisions herein, Article 19.

9.03 The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and signed by an authorized officer of the Contractor.

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

10.02 The County and the Legislator Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with any subcontractor, a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the County, or within such other timeframe as agreed upon by a duly authorized representatives of the County and the Contractor.

10.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to indemnify, defend, and hold the County harmless against any claim based in whole or in part on an allegation that the Contractor or any of its agents, employees or subcontractors qualify as employees of the County, and against any related costs or expenses, including but not limited to legal fees and defense costs.

11.02 For all purposes, County employees will remain employees of the County and the

Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venturer with the County. The Contractor also covenants that none of its employees are or will be, during the Term of this Contract, employees of the County.

12. INSURANCE

12.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, or employees.

12.02 Contractor shall maintain at least the following minimum coverage:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- B. Umbrella or Excess Liability Policy in an amount not less than \$1,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- E. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

12.03 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

12.04 Primary Coverage. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.05 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.06 Waiver of Subrogation. Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

12.07 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.08 All insurance must be effected under valid and enforceable policies, issued by recognized,

responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

12.09 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Contractor starts to perform the services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

12.10 Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

12.11 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

12.12 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

13. INDEMNIFICATION

13.01 Except for claims arising from the County's gross negligence, the Contractor agrees to indemnify, defend and save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, subcontractors, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

13.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor shall hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

13.03 The Contractor understands and agrees that it may not hold the County liable for any personal injury incurred by the employees, agents, subcontractors, or consultants of the Contractor while working on this Contract which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of the County or any employee of the County acting within the scope of their employment. The Contractor agrees to indemnify, defend, and hold the County harmless from and against any such claim by the Contractor's employees.

13.04 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by

legal proceeding or agreement. The County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the County without the County's prior, written consent.

13.05 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

13.06 This indemnity applies without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

13.07 This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

14. BANKRUPTCY OR INSOLVENCY

14.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

- A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.
- B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County
 - (i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;
 - (ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and
 - (iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.
- C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than 5 business days' notice.
- D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

14.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

15. NOTICE OF MATERIAL CHANGES

15.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or nonfunding, of pension or profit-sharing plans.

- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least thirty (30) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 8.

16.02 Upon terminating the Contract, County shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due, or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the County are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Contractor shall be liable to the County for any damages the County sustains by virtue of the Contractor's breach or any reasonable costs the County might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses and other consultants.

16.03 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
- G. Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

16.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract

or in anticipation of this Contract shall, at the option of the County, become the County's exclusive property, whether or not said Records are in the possession of the Contractor. The Records shall be free from any claim or retention of rights on the part of the Contractor except as specifically provided in this Contract. The County shall return all property of the Contractor to the Contractor.

16.05 Any intentional failure or delay by the Contractor to deliver the Records to the County promptly upon termination of this Contract will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Contractor shall pay the County five hundred dollars (\$500.00) per day as liquidated damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records to which the Contractor hereby consents as well as all applicable damages and costs. The County shall have unrestricted use of the Records for the purpose of completing the services.

16.06 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

16.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

17. ETHICS IN CONTRACTING

17.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County Code governing "Ethics in Public Contracting."

17.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

17.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

17.04 If the contract price is in excess of twenty thousand dollars (\$20,000), or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborates in or induces a violation of any of the ethical standards that are set forth in sections 120-225, 120-228, 120-229, 120-230 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of fifteen percent (15%) of the total Contract compensation;
- B. Debar or suspend the Contractor from consideration from competing for further County contracts; or
- C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.

17.05 Upon a showing that a subcontractor has paid a surcharge to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount of the surcharge was included in the price of the subcontract or order and ultimately borne by the County and that the County shall have the right to recover the amount of the surcharge from the Contractor. The County may also recover the amount of the surcharge from the subcontractor that paid or is paying the surcharge. Recovery by the County of the surcharge from one offending party shall not preclude recovery from other offending parties. The Wayne County Prosecuting Attorney may initiate and prosecute any civil action needed to enforce this article, if the Wayne County Corporation Counsel declines to do so.

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
- G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. Contractor shall promptly give notice of any such provisions to County during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Article 11 of the Wayne County Code, headed "Equal Contracting Opportunity," or applicable state or federal law.
 - (i) Make or use a written or oral inquiry or form of application that solicits or attempts to elicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight of prospective employees;
 - (ii) Make or keep a record of that information or disclose that information;
 - (iii) Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight; or
 - (iv) Make, before or during the initial application process, background checks or oral or written inquiries as to prior criminal conviction or convictions.
- E. Absolutely bar or otherwise preclude possible employment based on prior criminal conviction or convictions, provided that the prior criminal conviction or convictions is or are not directly related to the position being sought.

18.03 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, prior criminal conviction(s) or handicap. This Section does not apply if it is determined by the Wayne County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

18.04 The Contractor agrees that its subcontractors shall be subject to and shall not violate the nondiscrimination provisions of section 120-192(a) of the Wayne County Procurement Ordinance in

performing work on County contracts. The Contractor shall notify its subcontractors that they shall be subject to said nondiscrimination provisions, and shall include said nondiscrimination provisions in its subcontracts. The Contractor shall provide the County with a complete copy of any subcontractor agreement when requested.

18.05 Intentionally deleted.

18.06 Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the covenants in this Article may be regarded as a material breach of this Contract.

18.07 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;
- C. Disqualification from bidding on future contractors for a period of no more than three (3) years;
- D. Referral to Corporation Counsel for consideration of injunction, liquidated damages or other remedies; and/or
- E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of five hundred dollars (\$500.00) per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Wayne County Purchasing Director, in consultation with the Wayne County Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance shall be paid by the Contractor.

18.08 If the Contract is funded, in whole or in part, by federal funds and if the County has been authorized by the funding source to require an affirmative action commitment from contractors who are to be paid from those funds, Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose.

18.09 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements of section Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

19. NOTICES

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:

AKT Peerless Environmental & Energy Services
22725 Orchard Lake Road
Farmington Michigan, 48336
Attention: Timothy J. McGahey

If to the County:

Charter County of Wayne
Department of Economic Development
500 Griswold
Detroit, Michigan 48226
Attention: Hassan Sheik, Executive Director

and

Charter County of Wayne
Department of Corporation Counsel
500 Griswold
Detroit Michigan 48226
Attention: James Heath, Wayne County Corporation Counsel

19.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

19.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

20. JURISDICTION AND LAW

20.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

21. CONFIDENTIAL INFORMATION

21.01 If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

21.02 The Contractor agrees to take appropriate action with respect to its employees to ensure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

22. COMPLIANCE WITH LAWS

22.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

22.02 The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

23. CHANGES IN SCOPE/SERVICE

23.01 County may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

23.02 If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made and the Contract modified in writing accordingly.

23.03 Contractor shall provide County with a written proposal to County's change request within five (5) business days of receipt of any such request. Contractor's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed Services, and cover all costs, expenses, overhead and profit of subcontractors, if any.

23.04 Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

23.05 If the County does not accept the Contractor's proposal, the County may:

- A. withdraw its change request;
- B. modify its change request, in which case the procedures set forth above will apply to the

- modified change request; or
- C. issue a Change Order.

23.06 Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided the County promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

23.07 No action, conduct, omission, prior failure or course of dealing by the County shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the County and the Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract.

23.08 No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties. If the change is a Change Order, it must be signed by an authorized representative of the County.

24. DEBARMENT AND SUSPENSION

24.01 The Contractor certifies to the best of its knowledge and belief, that:

- A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
- B. The Contractor and its principals have not, within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01B above; and;
- D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

24.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.

24.03 The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

24.04 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

24.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

24.06 The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

24.07 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it

determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

24.08 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

24.09 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

25. PROMPT PAYMENT

25.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within forty-five (45) days after satisfaction of the subcontract and receipt of a complete invoice therefore. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within ten (10) days after receipt of the invoice. The forty-five (45) day period shall be extended by each day over five (5) days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal to an annual rate of interest of nine percent (9%) (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

26. SUBCONTRACTING AND ASSIGNMENT

26.01 The Contractor may subcontract with the companies listed in **Appendix C**, List of Subcontractors, attached herein. **Appendix C** shall identify each such subcontract by stating the name and address of the subcontractor, describing in a general manner the services that will be subcontracted, and stating the percentage of this Contract, by dollar value, that will be subcontracted. The Contractor shall not terminate any subcontractor, without the County's prior written approval. Such approval shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall provide the County with immediate notice when a Wayne County-based subcontractor is terminated or substantially displaced by a subcontractor who is not so qualified. The Contractor must also direct notices to the attention of the individual specified in the Notice provisions, Article 19. The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the termination of the Contract at the County's discretion. If the Contract is not terminated, the assignment shall be deemed null and void.

27. LIQUIDATED DAMAGES

27.01 The Contractor shall perform the services according to the schedule contained in **Appendix A**. The Contractor shall be responsible for any loss or damage which results from failure to timely perform the services. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the Contractor shall pay liquidated damages as indicated. If Contractor does not have the services completed according to the scheduled date, then Contractor shall provide a revised Delivery Date. Contractor shall pay to the County as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified Delivery Date and the date that Contractor actually completes the services, an amount of one thousand dollars (\$1,000.00) per day. The liquidated damages shall first be set off against the unpaid portion of the Contract price.

28. MISCELLANEOUS

28.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

28.02 Articles 12, 13, 19, and 21 shall survive termination of the Contract.

28.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

28.04 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

28.05 Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination shall control.

28.06 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

28.07 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

28.08 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

28.09 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

28.10 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

28.11 The Contractor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

28.12 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

28.13 The County or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the County contained in this Contract will not be affected in any manner.

28.14 If the division of Human Relations determines that the Contractor has not made a full disclosure in its affidavit regarding its investments in, support or profit in some manner from the institution of slavery, that failure shall constitute a substantial breach of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages, and debarment from any further business with the County.

28.15 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

28.16 The County Procurement Director has sponsored this agreement designating it as a cooperative contract and Contractor has agreed to extend its pricing to local municipalities, school districts and units of government within Wayne County and Michigan of which terms are contained in the Consortium Agreement and Terms, attached as **Appendix D**.

29. AUTHORIZATION AND CAPABILITY

29.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. Contractor warrants that it is ready and able to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

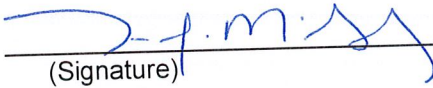
[Remainder of page left intentionally blank; signatures appear on the next page]

30. **SIGNATURE**

30.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES

COUNTY OF WAYNE

By: 
(Signature)

DocuSigned by:
Brian Manning for
WARREN C. EVANS

Printed Name: Timothy J. McGahey

Its: COUNTY EXECUTIVE

Its: Vice President Environmental Due Diligence
(Title)

Date: 02.02.2024

Date: 4/9/2024 | 9:00:43 AM EDT

APPENDIX A: SCOPE OF SERVICES



THE CHARTER COUNTY OF WAYNE, MICHIGAN
**REQUEST FOR QUALIFICATIONS/PROPOSAL
FOR
ENVIRONMENTAL SERVICES**

CONTROL NO. 37-24-003

RFQ TIMETABLE

| ACTION | DATE | TIME |
|------------------------------------|------------|---------------|
| RFQ Issue Date | 10/2/2023 | |
| Proposer's Questions Due | 10/9/2023 | 4:30 P.M. EDT |
| Responses to Proposer's Questions* | 10/16/2023 | |
| Proposals Due | 11/1/2023 | 2:30 P.M. EDT |

* Estimated Date

Procurement Contact: Dustin Frigy, Strategic Sourcing Analyst
Phone: (313) 967-1393
Email: dfrigy@waynecounty.com

Description: The County of Wayne is seeking qualifications for environmental services to include but not limited to assessment, site investigation, and planning activities.

A copy of this RFQ may be obtained from the BidNet Direct website (formerly MITN.info) at <https://www.bidnetdirect.com>, until the deadline date and time noted above.



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PART 1 – REQUEST FOR QUALIFICATIONS (RFQ)

SECTION 1.0 – INTRODUCTION & INSTRUCTIONS

1.1 Introduction/Background

INTRODUCTION: Through this Request for Qualifications/Proposal (RFQu), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit qualifications for environmental services, to include but not limited to a quality assurance project plan, environmental assessments, site investigations, and planning activities.

The Detroit-Wayne County Brownfield Coalition was awarded a \$1,000,000 grant from the U.S. EPA Brownfield Assessment Grant Program in order to facilitate improvements in public/environmental health, to reduce blight and economic underuse, and to encourage investment in sustainable urban redevelopment. Funding from this grant will lay the foundation for continued redevelopment efforts that both Wayne County has encouraged, in cooperation with the private sector, to reclaim brownfield properties and return them to productive use. The results of these assessments will determine the level of due care needed to properly manage, mitigate, or cleanup these sites, and will remove the element of uncertainty for developers as they evaluate the costs of redeveloping these properties. Brownfield assessment funding will accelerate this process by providing a competitive edge in attracting redevelopment and sustainable economic growth opportunities in an area that sorely needs investment. Wayne County is seeking an environmental consultant to provide project management services including: a quality assurance project plan and updates, environmental assessments, site investigations, support community engagement (as needed) and cleanup planning activities.

GENERAL WAYNE COUNTY INFORMATION: Situated in the heart of the Great Lakes region along the beautiful Detroit River, Wayne County is the 19th most populous county in the United States. With 43 distinct communities including the automotive capital of the world - Detroit, Wayne County is rich in history, culture, arts, and world-class amenities. We take pride in being one of the most diverse counties in the United States; a place where different cultures come together to offer a truly cosmopolitan experience.

Wayne County offers a first-class business environment, a top-rated international airport, diverse residential areas, expansive parks, and a multitude of recreational and cultural activities. We are home to several major universities including Wayne State, the University of Michigan-Dearborn, and the University of Detroit-Mercy. We have several award-winning secondary and primary schools, as well as numerous community colleges and vocational schools. We are also home to the Detroit Symphony Orchestra, Michigan Opera Theater, Detroit Institute of Arts, the Henry Ford, and dozens of theaters, art galleries and concert halls. With hundreds of musical and cultural events every year, Wayne County is Michigan's cultural epicenter.

SPECIFIC BACKGROUND INFORMATION: The Wayne County Brownfield Redevelopment Authority, the Southwest Detroit Business Association (SDBA), and the Eight-Mile Boulevard Association (8MBA), have formed the Wayne County Brownfield Assessment Coalition to address brownfield properties throughout



Wayne County. The target areas of the grant include: The SDBA target area, an approximately 9-square mile area in southwest Detroit, along the Detroit River that was established as intermodal transport hub between the 1930's and 1950's and is home to the Ambassador Bridge. As one of the busiest border crossings in North America, the target area became dominated by industrial use, primarily supporting the transportation and logistics, warehousing, and manufacturing sectors. The 8MBA target area which includes the south side of a 4 ¼ mile section of the 8-Mile Road corridor in northern Detroit, between Van Dyke Avenue and Kelly Roads. One of the region's oldest commercial and industrial corridors, the 8 Mile Road corridor has experienced decades of economic decline resulting in a multitude of vacant and blighted commercial and industrial facilities. The Michigan Avenue target area, a 2½-mile stretch of commercial/industrial corridor located along the Michigan Avenue corridor, between Henry Ruff and South Beech Daly Roads in the City of Inkster. As the City's main east-west thoroughfare, the corridor serves as a focal point for small business and commercial services for nearby residents. As a result of the economic decline of the Great Recession, from which the City has yet to fully recover, and the economic effect of the COVID-19 shutdown, the target area and City has experienced widespread decreases in area property values and plummeting tax revenues.

1.2 Objective

The general objectives of this solicitation are the following:

- qualify suppliers to competitively award a contract
- ensure there is a fair process at every step of the procurement process
- to fulfill the purchase request in a timely manner
- ensure that taxpayers dollars are spent wisely

1.3 Overview of Solicitation (RFQ) Document

The solicitation is composed of the following 2 parts:

PART 1: REQUEST FOR QUALIFICATIONS

- Section 1.0: INTRODUCTION, OVERVIEW, INSTRUCTIONS: Specifies the information regarding the requirements of the solicitation process.
- Section 2.0: MINIMUM QUALIFICATIONS: Specifies the requirements a proposer must meet in order to be considered for evaluation.
- Section 3.0: SCOPE OF WORK: Sets forth a description of the required environmental services to provide community engagement support (as needed), quality assurance plan/update, environmental site assessments and investigations, and cleanup planning.
- Section 4.0: PROPOSAL EVALUATION, SELECTION & AWARD PROCESS: Includes information on how proposals will be evaluated, selected and awarded.

PART 2: SUPPLIER SUBMITTAL REQUIREMENTS (CHECKLIST)



Section 5.0: REQUIRED DOCUMENTATION AND FORMS: Proposer will submit the required documentation and complete the requisite forms that will be utilized in determining whether the Proposer is a responsive and responsible Proposer that has the capacity and capability to deliver and provide products under this agreement.

1.4 Contact with Wayne County Personnel

In order to create a more competitive and unbiased procurement process, the County has designated a single point of contact for the duration of this solicitation. From the issue date of this proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this RFQ, or contact with County personnel concerning this RFQ or the evaluation process must be solely to the contact person listed on the cover page of this RFQ.

If it is discovered that a Proposer contacted and received information regarding this Solicitation from any Wayne County personnel other than the person specified above, the Wayne County Procurement Director, in his/her sole discretion may disqualify its proposal from further consideration. Only those communications made by the Procurement Department contact in writing will be binding with respect to this RFQ.

If it is later discovered that a violation in regard to this section has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this RFQ.

1.5 Wayne County Rights & Responsibilities

Wayne County has the right to amend this RFQ by one or more written addenda. Wayne County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda.

Should any such addenda require additional information not previously requested, Proposer's failure to address the requirements of such addenda may result in the Proposal not being considered, as determined in the sole discretion of Wayne County. Wayne County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf, other than the Procurement Director, Procurement Director's designee, and/or stated contact for the solicitation.

It is the Proposer's responsibility to periodically check the source of the RFQ until the posted Proposal Deadline to obtain any issued addenda. However, Wayne County will make reasonable efforts to inform all Proposers of any clarifications, modifications, or amendments.

When, either before or after receipt of proposals, Wayne County changes its requirements or terms and conditions, the Procurement Director, or their designee, shall amend the solicitation.

The Procurement Director will have the discretion to extend the RFQ deadline date if he/she determines that it is in the best interest of the County. Furthermore, the Procurement Director may also cancel the original solicitation and issue a new solicitation if it is in the best interest of the County or if the Amendment is so substantial in nature as to exceed what prospective offerors reasonably could have anticipated, so that



additional sources likely would have submitted offers had the substance of the amendment been known to them.

1.6 Subcontractors

In an effort to promote supplier diversity, Wayne County encourages Proposers to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.

If the Proposer's team is composed of a Prime Contractor with subcontractors, the subcontractors must remain exclusive to the Prime described in the proposal until the end of the specific proposal period and may not partner with more than one prime for the purposes of the responsive proposal. The total exclusive time will be 180 days from the proposal due date.

Subcontractors (or their assignments), as it pertains to the Scope of Work, may not be changed without prior written approval by the County. The Contract will not be assignable to any other business entity without the County's approval. Proposers are encouraged to consider a joint venture.

1.7 Disqualification of Respondents

Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

- a. Evidence of collusion among proposers
- b. Lack of competency as revealed by either financial, experience, or equipment statements
- c. Lack of responsibility as shown by past work
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded
- e. Being in arrears on existing contracts, in litigation with the County, or having defaulted on previous contracts

1.8 Freedom of Information Act (FOIA)

Proposal responses, resultant contract(s) and all information submitted to Wayne County by Proposers and Contractors is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

1.9 Disclosure of Contents

All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the proposal becomes the property of the County and may be returned only at the County's option.



Proposers must make no other distribution of their proposals other than authorized by this RFQ. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer personnel shall be subject to disqualification.

1.10 County-Based Enterprise (and other) Advantage Programs

Not applicable.

1.11 Final Agreement Award Determination

The County reserves the right to withdraw the RFQ, to award to one proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the proposer at the address designated in the proposal. If, for any reason, a contract is not executed with the selected proposer within a reasonable amount of time, as determined by Wayne County, after notice of recommended award, then the County may recommend the next most responsive and responsible proposer. Award of this proposal is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the proposer's proposal does not constitute a binding contract.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

The County is not liable for performance costs until the successful Proposer has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the proposer non-responsive.

1.12 Conflict of Interest

No Wayne County employee or agent whose position in Wayne County enables him/her to influence the selection of a Supplier for this RFQ, or any competing RFQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a supplier.

1.13 Gratuities

It is prohibited for any Wayne County officer, employee or agent to accept a gratuity for themselves or for a relative, except as permitted by the County's Procurement Ordinance.

A proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.14 Compliance with Laws



The Proposer must comply with all federal, state, and local laws and policies including, but not limited to:

- A. The provisions of the Wayne County Procurement Ordinance governing "Ethics in Public Contracting", as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;
- B. The Michigan Civil Rights Act;
- C. The Persons With Disabilities Act;
- D. The Age Discrimination Act;
- E. Section 504 of the Rehabilitation Act;
- F. The Slavery Era Disclosure Ordinance;
- G. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

1.15 Cooperative Contract (Optional)

Wayne County, as the Lead Public Agency has partnered with Michigan Association of Counties ("MAC") to make the resultant Contract, from this solicitation available to other Wayne County municipalities and counties across the state, including school districts and local governmental entities, and agencies for the public benefit ("Public Agencies"), through the Collaborative Procurement Plus ("CoPro+") program. Wayne County is acting as the contracting agency for any other Participating Public Agency that elects to utilize the Contract. Use of the Contract by any Public Agency is preceded by their registration as a Participating Public Agency in Collaborative Procurement Plus ("CoPro+") program.

As it applies to cooperative agreements, participation in the cooperative program is not a mandatory component or requirement in this solicitation in order for a Proposer to receive an award. Proposers have the option to be considered for a County agreement only or for both a County and cooperative agreement.

Purpose of Cooperative Contract

- 1. Provide governmental agencies opportunities for greater efficiency in procuring goods and services
- 2. Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts
- 3. Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity
- 4. Provide quick and efficient delivery of goods and services
- 5. Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves

Administrative Fees

An administrative fee of 1.5% will be collected on a quarterly basis. The fee will be calculated against the quarterly sales volume for all purchases made under this agreement. A request for Quarterly Sales Reports will be sent out from M.A.C. (Michigan Associations of Counties). M.A.C. is the CoPro+ consortium administrator.



All administrative fees collected under the CoPro+ consortium will be distributed between M.A.C., Wayne County and CoPro+ members that place a sales order against the Master Agreement.

1.16 Proposal Guarantee

N/A

1.17 Pre-Proposal Meeting and Site Visit

N/A

1.18 Performance and Payment Bonds

N/A

1.19 Definitions (Optional)

N/A



SECTION 2.0 – MINIMUM QUALIFICATIONS

2.1 Adherence to Mandatory Minimum Qualifications (Pass/Fail)

Interested and qualified proposers that can demonstrate their ability to successfully provide the services/products outlined in the Scope of Work/Specifications section of this RFQ are invited to submit proposal(s), provided they meet the following minimum qualifications:

- a) Respondent has at least one (1) full-time Michigan licensed professional geologist in good standing.
- b) Respondent has at least one (1) full-time Michigan professional engineer in good standing.
- c) Respondent has at least one (1) full-time Environmental Professional as defined in ASTM 1527-21.
- d) Respondent has a minimum of 10 years environmental professional experience.
- e) Respondent must have knowledge of and experience with development of Quality Assurance Project Plans.
- f) Respondent must have a minimum of \$1,000,000 in Professional Errors and Omissions insurance and \$2,000,000 in General Liability Insurance.

Failure of the Proposer to meet with the minimum qualifications will eliminate its proposal from any further consideration.

2.2 Preferred Qualifications (Optional)

Not applicable.



SECTION 3.0 – SCOPE OF WORK/SPECIFICATIONS

3.1 Contracted Scope of Services/Statement of Work:

Wayne County has been awarded a Brownfield Assessment grant by the U.S. Environmental Protection Agency (EPA). Wayne County applied for the grant for the purpose of increasing the redevelopment of brownfield properties to create jobs by encouraging private investment leveraged through education, availability of information, and public financial incentives obtainable through the Brownfield Redevelopment Authority and the State.

3.2 Specifications:

Wayne County is seeking environmental services to include, but are not limited to the following:

- Assessment, site investigation, and cleanup planning activities.
- Complete thorough Phase I and Phase II assessments and prepare appropriate technical reports on the selected parcels to determine the scope and extent of contamination of each site, as required by the EPA All Appropriate Inquiry and Michigan DNR.
- **Quality Assurance Project Plan (QAPP), Phase I and Phase II Environmental Site Assessments (ESAs)** – This task includes completion of eligibility determinations (EDs) and Phase I ESAs followed by Sampling and Analysis Plans (SSSAPs) and Phase II ESAs. ED requests will be submitted to the USEPA (for hazardous substance brownfields) or the EGLE (for petroleum brownfields) for approval. Phase I ESAs will comply with all Appropriate Inquiry Final Rule and the ASTM E1527-21. Phase II ESAs will be conducted per ASTM 1903-19. This task also includes updating the existing quality assurance project plan (QAPP), completing annual QAPP reviews, and securing access agreements.

Consultants are encouraged to present their proposed strategy and understanding of the goals of the projects clearly and concisely. Wayne County requests that each Consultant provide an executive summary of its Qualifications that is limited to no more than five (5) single sided pages (11 pt font); however, attachments necessary to support the executive summary can be included. The executive summary must describe the following:

- The Consultants understanding of the purpose, goals, and requirements of the project based on the goals and requirements of the EPA and EGLE environmental assessment procedures .
- The Consultants understanding of the purpose, goals, and requirements of the project based on the goals and reporting requirements of environmental grant funding.
- The Consultants experience with supporting community-wide community outreach with technical presentations



- The Consultants experience with working with EPA Project Managers and EGLE on environmental assessment projects and programs.
- Familiarity and understanding of the goals and direction of the community with regards to Wayne County's Brownfield Redevelopment Authority initiatives.
- The qualification and availability of assigned project staff, including (a) relevant professional and educational experience, (b) identification of specific staff individuals with experience managing environmental assessment projects and cleanup planning and (c) identification of specific staff individuals that will be responsible for managing the project.
- A description of the Consultants working knowledge and understanding of the regulatory tools available to facilitate contaminated property redevelopment at the local, state, and federal level.
- Consultants experience and history of maximizing available resources and leveraging other government programs.
- Consultants proposed fee and cost schedule presented as unit rates.

3.3 Contract Term:

The term of the resultant contract shall be from the date of award, commencing upon contract award and ending upon the delivery of all required services on or before 12/31/2027.

3.4 Additional Specifications:

3.4.1 Service Work Schedules:

When the Contractor is onsite at County facilities the Contractor will observe the general operating hours of the facility, each facility may have different operating hours. If the Contractor and the County contact at a facility agree to access outside of general operating hours those agreements are between the Contractor and the County contact and not with the County.

3.4.2 Service Security of Building and Property Requirements:

County facilities are secured and Contractor will provide notification of its need to access County facilities timely so as to allow the County to notify security and to provide timely access to the Contractor.

3.4.3 Service Equipment Requirements:

The Contractor is responsible for providing its own computer equipment and information technology systems, unless specified otherwise under this RFQ.

3.4.4 Service Consumable Supplies Requirements:



N/A

3.4.5 Service Inspection and Correction of Deficiencies Requirements:

The County may inspect the part of the plant, place of business, or work site of a Contractor or Sub-Contractor at any tier, which is pertinent to the performance of any contract awarded or to be awarded by the County.

Repeated failure to correct deficiencies will result in cancellation of any contract awarded.

3.4.6 Service Capabilities

The Contractor will provide professionals who are current with professional development and will provide such documentation as necessary to show compliance.

3.4.7 Ordering of Services

N/A

3.4.8 Customer Service

Contractor provided professionals assigned to the engagement will reply to email or phone calls timely.

3.4.9 Roles and Responsibilities

The Contractor will not subcontract the responsibilities outlined in this RFQ without prior written approval (excluding subcontractor(s) disclosed in the response to this RFQ).

3.4.10 Delivery Acceptance Criteria

The designated Wayne County representative shall provide the final review and approval of the required services/productions outlined in this RFQ.

3.4.11 Service Level Agreements

N/A

3.4.12 Milestones

The Contractor, as part of the response to this RFQ, shall provide a timeline with milestones identified for timely implementation of services/delivery of products. The proposed timeline and milestones should preferably be presented in a Gantt chart format.

3.4.13 Training

The Contractor shall provide training, as outlined in the Scope of Work/Specifications section of this RFQ.



3.4.14 Success Criteria

As outlined in the Scope of Services/Statement of Work



SECTION 4.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key information as well as instructions to proposers on how to prepare and submit their proposal:

4.1 Wayne County Responsibility

Wayne County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

4.2 Truth and Accuracy of Representations

The Wayne County Procurement Director or designee may reject any proposal that is evaluated and determined to include false, misleading, incomplete, or deceptively unresponsive statements.

4.3 Proposer Q&A

Proposers may submit written questions regarding this RFQ, by the questions deadline date, to the individual identified on the cover page. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFQ.

When submitting questions please specify the RFQ section and paragraph number, and quote the language that prompted the question. This will ensure that the issue can be quickly found in the RFQ. Wayne County reserves the right to group similar questions when providing answers.

Wayne County may modify the RFQ at any time during the proposal process. All changes to the RFQ will be posted as an addendum under the proposal number and each posting officially revises the RFQ.

4.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFQ. The proposal must remain valid for at least 180 days from the due date for responses to this RFQ.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

The Proposer will be responsible for completing all documents and forms listed under Part 2, Section 5, of this RFQ, which is titled Supplier Submittal Requirements. If not provided, proposer will be required to download the forms. Complete the forms, including signature, and then upload the forms. These documents and forms are as follows:



- Documents demonstrating minimum qualifications – It is expected that a Proposer will include completed forms to demonstrate minimum qualification requirements are met, which include:
 - References
 - Business Information Questionnaire (included in the Ethics in Contracting Form)
 - Resumes for key personnel
 - Licenses/Certificates
- Signed Proposal Form – The Proposer **must** sign the Proposal Form. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer.
- Pricing Sheet – The Proposer **must** use the Pricing Sheet that accompanies this RFQ. Any other pricing format submittal may result in disqualification.
- Proposal Guarantee – N/A
- Response to Scope of Work Requirements Form - The Proposer shall include a detailed response to the outlined requirements.
- Terms & Conditions Form – Proposer will review terms and conditions. Any exceptions to the terms and conditions need to be identified in the proposal otherwise it will be determined that the terms and conditions are acceptable to the Proposer.
- First Tier Subcontractor Designation Form – This form is required to be completed by all prime contractors for contracts greater than \$50,000.
- Ethics in Contracting Vendor Form – This form is required to disclose any relationships between the principal/managing members of the proposing company and Wayne County employees for all contracts greater than \$10,000.
- W-9 Form – This form is required to verify the proposer's federal tax identification (EIN) number and legal business name.
- Fair Employment Practices (FEP) Certificate – A current FEP certificate is required of all companies that do business with Wayne County. If the proposer does not have this certification, an on-line application shall be submitted to the Human Relations Department at the time of proposal submission for all contracts greater than \$50,000. Print a hard copy of your company's on-line application and submit with the proposal.
- Certificate of Insurance (COI) – A current COI is required, which lists, at minimum, commercial general liability limits and as applicable other insurance that may be required. The requirements for the resultant contract are listed in the Contract/Terms and Conditions attachment.



- Debarment Form - This form is required to be completed for federally funded contracts and certifies the proposer's status as it pertains to federal debarment, suspension and responsibility matters.
- Evaluation Criteria – Proposer is to include any additional materials or documentation, which supports its ability to meet or exceed the Evaluation Criteria outlined in Section 4.10 of this RFQ.

There are no unique formatting requirements. Information provided shall be organized and in a readable format.

4.5 Proposal Submission Requirements

To be considered, the proposal must be prepared in the manner and detail specified in this RFQ.

- 1) Proposals, all attachments, and any modifications or withdrawals, must be submitted electronically through the BidNet Direct (MITN) Bid System (<https://www.bidnetdirect.com/>). Proposers should provide the documents in a modifiable form (e.g., Microsoft Word or Excel), but have the option to also provide copies of any documents in a non-modifiable form (e.g. PDF) with the sole exception of any pricing which must be provided in Excel format, when an Excel Pricing Sheet is provided. Proposer's failure to submit a proposal as required may result in disqualification of such proposal. The proposal and attachments must be fully uploaded and submitted prior to the due date and time identified above.

Proposals received after the deadline will not be accepted.

Do not wait until the last minute to submit the proposal, as the BidNet system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The BidNet system will not allow a proposal to be submitted after the due date and time identified on the cover page.

- 2) The opening/downloading of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
- 3) Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFQ, specifications and terms of the Form of Contract, and the County's Procurement Ordinance, and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- 4) Proposals sent by facsimile, telegraph, or email will not be considered.
- 5) All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.

4.6 Duplicate Proposals

No more than one (1) proposal from any Proposer, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple proposals are submitted in



violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

4.7 Withdrawal

Proposals may be withdrawn through the BidNet Direct System prior to the proposal deadline indicated on the cover page of this RFQ. No proposal may be withdrawn after the deadline for submission.

4.8 Evaluation Process

All Proposals will be reviewed for compliance with the mandatory minimum requirements stated within this RFQ. Proposals not in compliance with the mandatory minimum requirements will be eliminated from further consideration.

- A. Wayne County may contact the Proposer for clarification of the Proposer's proposal.
- B. Wayne County may require the Proposer to submit additional and/or supporting materials
- C. Responsive proposals will be evaluated on the factors identified in this RFQ. The Proposer(s) whose proposal is advantageous to the County, taking into consideration the evaluation factors, will be recommended for award approval.

4.9 Evaluations and the Proposal Evaluation Committee

Wayne County reserves the right to judge the contents of the proposals submitted pursuant to this RFQ and to review, evaluate and select the successful proposal(s).

All requests for proposals shall be reviewed and evaluated by an Evaluation Committee approved by the Procurement Director. Evaluation Committees are usually comprised of at least three voting members, but they can be any size. Voting membership on the Evaluation Committee shall be limited to County employees; however, the Procurement Director, Procurement Officer, public officials and/or consultants under contract with Wayne County may sit as non-voting consulting members. (Bid Evaluator's Guide)

All proposals will be evaluated based on Section 4.10 below. All proposals will be scored and ranked in numerical sequence as outlined in the Bid Evaluator's Guide. Wayne County may also, at its option, invite proposers being evaluated to make an oral presentation or conduct site visits, if appropriate.

After a prospective supplier/contractor has been selected, Wayne County and the prospective supplier(s)/contractor(s) will negotiate a contract.

Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, proposers are advised to rely only upon the contents of this RFQ and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover page of this RFQ, so that written clarification may be sent to all prospective proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Contact only before the



Question Deadline indicated on the cover page of this document. All answers will be issued in the form of a written addendum.

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.

4.10 Evaluation Criteria

4.10.1 Experience & Qualifications (25 points)

1. The Consultants experience with working with on environmental assessment projects, grants and programs.
2. Familiarity and understanding of the goals and direction of the community with regards to Wayne County's Brownfield Redevelopment Authority initiatives.
3. Familiarity and experience with developing inventories and prioritization of potentially contaminated properties.
4. The qualification and availability of assigned project staff, including (a) relevant professional and educational experience, (b) identification of specific staff individuals with experience managing environmental assessment projects and providing community outreach associated with the projects, and (c) identification of specific staff individuals that will be responsible for managing the project.
5. Consultants experience and history of maximizing available resources and leveraging other government programs.

4.10.2 Project Approach (25 points)

1. The Consultants understanding of the purpose, goals, and requirements of the project based on the goals and requirements of the EPA Brownfield environmental assessment grant funding.
2. The Consultants understanding of the purpose, goals, and requirements of the project based on the goals and reporting requirements of environmental grant funding.
3. The Consultants experience with managing and implementing a Community Involvement Plan (CIP) and providing community-wide community outreach in support of redevelopment of contaminated sites including meeting attendance and presentations.
4. A description of the Consultants working knowledge and understanding of the regulatory tools available to facilitate contaminated property redevelopment at the local, state, and federal level.

4.10.3 Past Performance (25 points)



1. Provide at least three (3) references for similar projects, including name of establishment, address, dates of service, contact name and telephone number. Clearly indicate for the projects which, if any, of the proposed key personnel worked on each.

4.10.4 Pricing (25 points)

1. Consultants proposed fee and cost schedule presented as unit rates.

4.11 Optional Tools to Enhance the Evaluation Process

Wayne County, during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Wayne County.

4.11.1 Clarifications

Wayne County may issue a clarification request, in writing, to one or all Proposers. A clarification request does not allow a Proposer to change its proposal. The clarification response may include additional information to address any ambiguities or deficiencies in the proposal.

4.11.2 Oral Presentation

Wayne County may require an oral presentation of the Proposer's proposal. This presentation provides an opportunity for the Proposer to clarify its proposal.

4.11.3 Site Visit

Wayne County may conduct a site visit to tour and inspect the Proposer's facilities.

4.12 Negotiations

For any resulting contract, after a prospective Contractor(s) has been selected, Wayne County and the prospective Supplier(s) will negotiate a Contract. If a satisfactory Contract cannot be negotiated within a reasonable amount of time, as determined by the County, Wayne County may, at its sole discretion, begin negotiations with the next qualified Proposer who submitted a proposal.

4.13 Wayne County Option to Reject Proposals

The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Procurement Director or designee that the best interest of the County will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other penalty within the two (2) years immediately preceding the date of issuance of this document.



PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS

SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS

(Mandatory Minimum Requirements Checklist)

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | DOCUMENTATION AND FORMS |
| | 5.1 Demonstrate that the Proposer OR Proposer or its subcontractor OR Proposer or its key personnel meet the minimum qualifications outlined in Section 2.0, which may be accomplished by submitting the following: <ul style="list-style-type: none"> • Completed References Form • Completed Business Information Questionnaire portion of the Ethics in Contracting Form • Resumes for key personnel • Licenses/Certificates |
| | 5.2 Signed Proposal Form |
| | OTHER FORMS (Download*, complete and include with your proposal) |
| | 5.3 Response to Scope of Work Requirements Form |
| | 5.4 Terms and Conditions Form |
| | First Tier Subcontractor Designation Form |
| | Ethics in Contracting Vendor Form |
| | W-9 Form |
| | Fair Employment Practices (FEP) Certificate.** Apply on-line at: https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx |
| | Certificate of Insurance listing current coverages |
| | Debarment Form |
| | EVALUATION CRITERIA |
| | Include any additional documentation that demonstrates how your company meets or exceeds the Evaluation Criteria outlined in Section 3.10. |

* Download Forms that are not included at:

<https://www.waynecounty.com/departments/mb/procurement/procurement-forms.aspx>

**Because the FEP Certificate is required if awarded a contract in excess of \$50,000, Procurement requests that your company begin the application process at the time of your RFQ proposal submission.



5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS

(Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for products/services of similar scope dating within the past five (5) years.

Reference 1:

| | |
|-------------------------------------|--------------------------------|
| Entity Name: | Contact Name and Title: |
| City: | State: |
| Phone Number: | Email Address: |
| Years Serviced/Date of Project: | Annual Volume/Contract Amount: |
| Description of Project or Services: | |

Reference 2:

| | |
|-------------------------------------|--------------------------------|
| Entity Name: | Contact Name and Title: |
| City: | State: |
| Phone Number: | Email Address: |
| Years Serviced/Date of Project: | Annual Volume/Contract Amount: |
| Description of Project or Services: | |

Reference 3:

| | |
|-------------------------------------|--------------------------------|
| Entity Name: | Contact Name and Title: |
| City: | State: |
| Phone Number: | Email Address: |
| Years Serviced/Date of Project: | Annual Volume/Contract Amount: |
| Description of Project or Services: | |



5.2 PROPOSAL FORM

PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Proposers, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this RFQ, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFQ and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFQ, the Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. bid bond).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFQ.



| | |
|---|--------|
| No proposal shall be accepted which has not been signed in the appropriate space below. | |
| I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder: | |
| For clarification of this offer, contact: | |
| Company Name: | Name: |
| Address: | Title: |
| City: State: Zip: | Phone: |
| *Signature of Authorized Person | Fax: |
| Printed Name | Email: |

*Proposal Form **must** be signed by an authorized representative.



5.3 RESPONSE TO SCOPE OF WORK REQUIREMENTS FORM

Review Section 3.0 (Scope of Work Requirements), as outlined in the corresponding sections below, and confirm your understanding:

- Section 3.1 Contracted Scope of Services/Statement of Work
- Section 3.2 Specifications
- Section 3.3 Contract Term
- Section 3.4 Additional Specifications:
 - Section 3.4.1 Service Work Schedules
 - Section 3.4.2 Service Security of Building and Property Requirements
 - Section 3.4.3 Service Equipment Requirements
 - Section 3.4.4 Service Consumable Supplies Requirements
 - Section 3.4.5 Service Inspection and Correction of Deficiencies Requirements
 - Section 3.4.6 Service Capabilities
 - Section 3.4.7 Ordering of Services
 - Section 3.4.8 Customer Service
 - Section 3.4.9 Roles & Responsibilities
 - Section 3.4.10 Delivery Acceptance Criteria
 - Section 3.4.11 Service Level Agreements
 - Section 3.4.12 Milestones
 - Section 3.4.13 Training
 - Section 3.4.14 Success Criteria

Proposer Response to SOW Requirements: Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)



5.4 TERMS AND CONDITIONS FORM

Please reference the attached Agreement/Contract or Terms & Conditions Document.

Confirmation of review of Terms & Conditions

| | | |
|---|-----|----|
| I have reviewed the terms and conditions. | YES | NO |
| I have thoroughly reviewed the "insurance requirements" section and can meet the requirements, if awarded the contract. | YES | NO |
| I accept <u>all</u> the terms and conditions outlined. | YES | NO |

Company Representative's Name _____

Company Name _____

Any exceptions to the Terms & Conditions and/or insurance requirements contained herein shall be noted in writing below, or attached as a redlined (MS Word) version of the document and included with the proposal submittal.

| | |
|---|--|
| Page Number | |
| Outline Number or Paragraph | |
| Term, Condition or Specification | |
| Exception | |
| Signature (same signature as on Proposal Affidavit Signature and Acceptance form) | |



DEBARMENT FORM
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative


Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

APPENDIX A-1: EPA GRANT AGREEMENT

| | | | |
|---|---|--|--|
|  | U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement | GRANT NUMBER (FAIN): 00E03553 MODIFICATION NUMBER: 0 PROGRAM CODE: 4B | DATE OF AWARD 08/31/2023 |
| | | TYPE OF ACTION New | MAILING DATE 09/06/2023 |
| | | PAYMENT METHOD: ASAP | ACH# 50384 |
| | | RECIPIENT TYPE: County | |
| RECIPIENT: County of Wayne 500 Griswold, 30th Floor Detroit, MI 48226 EIN: 38-6004895 | | PAYEE: County of Wayne 500 Griswold, 30th Floor Detroit, MI 48226 | |
| PROJECT MANAGER Lucius Anthony The Guardian Building 500 Griswold Street, 28th Floor Detroit, MI 48226 Email: lanthony@waynecounty.com Phone: 313-224-4051 | | EPA PROJECT OFFICER Matthew Didier 77 West Jackson Blvd., SB-7J Chicago, IL 60604-3507 Email: didier.matthew@epa.gov Phone: 312-353-2112 | |
| EPA GRANT SPECIALIST Kendra Kozak Assistance Section, MA-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 Email: Kozak.Kendra@epa.gov Phone: 312-353-8834 | | | |
| PROJECT TITLE AND DESCRIPTION Wayne County Coalition Assessment Brownfield Grant Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding under the Infrastructure Investment and Jobs Act (IIJA) for Wayne County, Michigan to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in Wayne County, Michigan. Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities. Also, the recipient will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Further, the recipient anticipates conducting Phase I and Phase II environmental site assessments, holding meetings, developing site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, developing planning documents to initiate brownfields revitalization, and submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Wayne County, Michigan. No subawards are included in this assistance agreement. | | | |
| BUDGET PERIOD 10/01/2023 - 09/30/2027 | PROJECT PERIOD 10/01/2023 - 09/30/2027 | TOTAL BUDGET PERIOD COST \$1,000,000.00 | TOTAL PROJECT PERIOD COST \$1,000,000.00 |
| NOTICE OF AWARD Based on your Application dated 06/14/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments. | | | |
| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | | AWARD APPROVAL OFFICE | |
| ORGANIZATION / ADDRESS U.S. EPA, Region 5 , U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507 | | ORGANIZATION / ADDRESS U.S. EPA, Region 5, Land, Chemicals & Redevelopment Division R5 - Region 5 77 West Jackson Blvd., L-17J Chicago, IL 60604-2507 | |
| THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY | | | |
| Digital signature applied by EPA Award Official William Massie - Manager, Acquisition and Assistance Branch | | | DATE 08/31/2023 |

EPA Funding Information

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|-------------|---------------|
| EPA Amount This Action | \$0 | \$1,000,000 | \$1,000,000 |
| EPA In-Kind Amount | \$0 | \$0 | \$0 |
| Unexpended Prior Year Balance | \$0 | \$0 | \$0 |
| Other Federal Funds | \$0 | \$0 | \$0 |
| Recipient Contribution | \$0 | \$0 | \$0 |
| State Contribution | \$0 | \$0 | \$0 |
| Local Contribution | \$0 | \$0 | \$0 |
| Other Contribution | \$0 | \$0 | \$0 |
| Allowable Project Cost | \$0 | \$1,000,000 | \$1,000,000 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|--|--|-------------------------------------|
| 66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements | CERCLA: Secs. 104(k)(2) & 104(k)(5)(e) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58) | 2 CFR 200, 2 CFR 1500 and 40 CFR 33 |

| Fiscal | | | | | | | | | |
|-----------|------------|----|--------------|---------------------|-----------|--------------|--------------|-------------------|---------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| - | 2305QEX104 | 23 | E4SD | 05Q0AG7 | 000D79X89 | 4114 | - | - | \$1,000,000 |
| | | | | | | | | | \$1,000,000 |

Budget Summary Page

| Table A - Object Class Category (Non-Construction) | Total Approved Allowable Budget Period Cost |
|--|--|
| 1. Personnel | \$0 |
| 2. Fringe Benefits | \$0 |
| 3. Travel | \$7,000 |
| 4. Equipment | \$0 |
| 5. Supplies | \$0 |
| 6. Contractual | \$993,000 |
| 7. Construction | \$0 |
| 8. Other | \$0 |
| 9. Total Direct Charges | \$1,000,000 |
| 10. Indirect Costs: 0.00 % Base Not applicable | \$0 |
| 11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %) | \$1,000,000 |
| 12. Total Approved Assistance Amount | \$1,000,000 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$1,000,000 |
| 15. Total EPA Amount Awarded To Date | \$1,000,000 |

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and kozak.kendra@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and kozak.kendra@epa.gov
FINAL MBE/WBE reports (EPA Form 5700-52A): sykes.karen@epa.gov and kozak.kendra@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: didier.matthew@epa.gov and kozak.kendra@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: didier.matthew@epa.gov

Programmatic Conditions

FY23 Brownfields Assessment Coalition Cooperative Agreement Infrastructure Investment and Jobs Act Funds Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k) and the Infrastructure Investment and Jobs Act (IIJA).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2023 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.
6. The recipient agrees to have financial management and programmatic management systems in place to:
 - a. Track and report on expenditures of IJJA funds.
 - b. Track and report outputs and outcomes achieved with IJJA funds.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is "no viable responsible party" for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

at least 25% of funds have been drawn down and disbursed for eligible activities;

a Memorandum of Agreement is in place;

a Qualified Environmental Professional(s) has been procured;

sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);

community engagement activities have been initiated; and/or

other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

at least 45% of funds have been drawn down and disbursed for eligible activities;

assessments on at least three sites have been initiated; and/or

other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement.

Substantial involvement, includes, but is not limited to:

a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).

d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical

assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.

i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.

- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR is the lead of the Assessment Coalition and is accountable to EPA for proper expenditure of the funds and is the point of contact for other coalition members.

- a. A Memorandum of Agreement documenting the coalition's site selection process must be in place prior to the expenditure of any funds that are awarded under this agreement.
- b. The CAR shall assess a minimum of two sites in each member's (i.e., the lead member's and non-lead members') geographic boundary.

The CAR shall not add or remove coalition members without prior approval from the EPA Grants Management Officer or Award Official and must continue the partnerships with the coalition members identified in the application that was selected for funding. EPA will only approve changes to the composition of the coalition in extraordinary circumstances that substantially impair performance of the cooperative agreement.

2. All additional sites selected for eligible activities throughout the period of performance (i.e., sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

Consistent with the FY23 Assessment Coalition Grant Guidelines, criteria for selecting additional sites must at least consider whether the site is located within an underserved community^[1] in addition to considering the prioritization criteria identified in the FY23 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan must lead to the CAR addressing sites in areas with similar characteristics as the areas discussed in the FY23 application.

3. If the CAR's workplan includes eligible planning activities to prepare a brownfield site for reuse (see <https://www.epa.gov/brownfields/information-eligible-planning-activities> for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

4. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

5. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a

given site.

6. *Subawards* are defined at 2 CFR § 200.1. The CAR shall not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.327. The CAR must obtain written approval from the EPA Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR § 200.308.

In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's [Subaward Policy](#) and [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for additional guidance. The Best Practice Guide provides information on distinguishing between subawards and procurement contracts.

8. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

9. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report function or to the EPA Project Officer. Quarterly performance reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the "other" budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers [2] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding

information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., assessments started, reuse planning activities started) and any final accomplishments (e.g., assessments completed, clean up required, contaminants found, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY23 application. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the

proposed cleanup.

d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]

g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community engagement pertaining to the assessment activities.

2. Local Governments Only – If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$50,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

- i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;

- ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

- a. Cleanup activities;
- b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
- c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
- d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

3. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

4. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur (the QAM or EPA Project Officer may add additional specifications).

5. The recipient must submit a QAPP checklist with the QAPP.

6. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that Wayne County, Michigan received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.C.1.a. above. More information is available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

c. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at <https://www.epa.gov/invest/investing-america-signage>.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*" (Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at <https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients>. The completed checklist must include:
 - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "**significant**" **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the

environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

“[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part.”

“[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I/my” or “We/our.”

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA’s transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

[1] When EPA uses the term “underserved communities” it has the meaning defined in Executive Order 13985: *Advancing Racial Equity And Support For Underserved Communities Through The Federal Government*, which defines “underserved communities” as “populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life....”. As described in the Executive Order, “underserved communities” may include communities denied the consistent, fair, just, and impartial treatment of all individuals such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. It also includes “communities environmentally overburdened,” that is, a community adversely and disproportionately affected by environmental and human health harms or risks, and “disadvantaged, communities” as referenced in Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*, and defined in Office of Management and Budget’s Memo M-21-28: Interim Implementation Guidance for the Justice40 Initiative.

[2] Per EPA’s General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

WAYNE COUNTY, MICHIGAN

U.S. EPA BROWNFIELD ASSESSMENT GRANTS (COALITION) WORK PLAN FOR CERCLA SECTION 104(k) ASSESSMENT COOPERATIVE AGREEMENT PERIOD OF PERFORMANCE: 10/1/2023 – 9/1/2027

June 27, 2023

1. This project supports Environmental Results Goal 1: Core Mission
Objective 1.3 Revitalize Land and Prevent Contamination

CFDA: 66.818 Assessment, Cleanup, and Multipurpose Grants

OBJECTIVE: The Small Business Liability Relief and Brownfields Revitalization Act (SBLRBRA) was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible entities to inventory, characterize, assess, conduct planning related to, remediate, or capitalize revolving loan funds for, eligible brownfield sites. The Brownfields Utilization, Investment, and Local Development (BUILD) Act of March 2018 reauthorized and amended the Brownfields provisions of CERCLA. Finally, the Infrastructure Investment and Jobs Act (IIJA) of November 2021 provided additional funding and opportunities for communities to address the economic, social, and environmental challenges caused by brownfield sites. Pursuant to these provisions, EPA conducts annual Brownfields Grant competitions. Recipients are selected from applications prepared in accordance with the FY 2023 Application Guidelines for Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Grants, and submitted in a national competition. Wayne County, Michigan is a local unit of government, and as an eligible entity was selected for Assessment funding in the FY 2023 competition.

Wayne County (hereinafter the “Cooperative Agreement Recipient” or the “CAR”) was awarded a \$1,000,000 U.S. EPA Brownfield Assessment Grant (Coalition) selected for Assessment Coalition Grant.

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1.0 Background

Wayne County (1,753,059, 2020 ACS), located in southeast Michigan, is the most populated county in the state and is the 19th most populous county in the country. Home to the City of Detroit, Wayne County's economy was built in manufacturing and is the home of the Big 3 automakers (the Ford Motor Company, Chrysler, and General Motors), as well as several automotive suppliers. The County is an intermodal transport hub supporting multinational trade with rail, port, and freeway access, as well as an international crossing into Canada. Following the Great Recession and the bankruptcy of two of the nation's top three automakers, southeast Michigan lost more than 40% of its manufacturing jobs, leading to staggering unemployment rates, property foreclosures, building vacancies, and plummeting property values and tax revenues. Although Wayne County's economy has made significant progress toward economic recovery, the County is now faced with new challenges from a changing economy. According to a jobs forecast published by the Southeast Michigan Council of Governments the elimination of an additional 71,000 manufacturing jobs will occur between 2015-2045 as the result of the transition from production-based industries to knowledge-based industries that focus on the trade of services over physical goods. During the onset of the COVID-19 pandemic, the Wayne County Economic Development Corporation conducted a Strengths, Weakness, Opportunities, and Threats (SWOT) market analysis of commercial business for all of Wayne County's communities (Detroit excluded) to assess the effect of the COVID-19 shutdown on small business. The results of the analysis revealed staggering losses in the small business community, highlighted by an estimated 59.2% reduction in small business revenue growth countywide.

As part of a continuing, overarching effort to rebuild and grow, the County has established initiatives that focus on the redevelopment of brownfield properties previously impacted by industrial uses, as well as implemented programs that are designed to retain and attract small business. To that end, the County has formed a Coalition with the Southwest Detroit Business Association (SDBA), and the 8-Mile Boulevard Association (8MBA), both of which are non-profit 501(c)3s community-based business associations in Wayne County, Michigan. SDBA is a partnership of businesses within Southwest Detroit that is committed to employing strategies that support existing business and industrial enterprises, enhancing the climate for public and private investment and economic growth, and acts as a vehicle for cooperative ventures that support economic development. 8MBA is comprised of local government staff and officials, business owners, and residents whose mission is to revitalize the 8-Mile Road Boulevard corridor by attracting and retaining new and existing businesses, facilitating beautification projects, and assisting with code compliance with the goal of unlocking the boulevard's regional economic potential. To that end, the County and Coalition members have identified the following three target areas to focus their use of grant funds:

The **SDBA target area** is an approximately 9-square mile area in southwest Detroit, along the Detroit River that was established as intermodal transport hub between the 1930's and 1950's and is home to the Ambassador Bridge. As one of the busiest border crossings in North America, the target area became dominated by industrial use, primarily supporting the transportation and logistics, warehousing, and manufacturing sectors. Decades of economic decline have led to a multitude of blighted industrial facilities that are contaminated by carcinogenic metals, petroleum refining byproducts, and lead and asbestos-containing building materials. The construction of the Gordie Howe International Bridge within the target area, will act as a catalyst to reverse the economic decline of the target area by generating new demand for in the light manufacturing, logistics and transportation industries which is estimated to deliver an additional \$2 billion of investment from both the public and private sectors.

The **8MBA target area** which includes the south side of a 4 ¼ mile section of the 8- Mile Road corridor in northern Detroit, between Van Dyke Avenue and Kelly Roads. One of the region's oldest commercial and industrial corridors, the 8 Mile Road corridor has experienced decades of economic decline resulting in a multitude of vacant and blighted commercial and industrial facilities. The recent redevelopment of the state fairgrounds (adjacent to the target area) into a 3.8 million square foot distribution center and the redevelopment of a former shopping mall located into a 1,000,000 square foot industrial warehousing complex approximately one mile east of the target area is expected to have a catalytic effect on the economic growth of the target area. The availability of property and the location of the target area between these two developments positions the target area for redevelopment opportunities to support the anticipated need for additional multi-family residential housing and mixed-use commercial space to support the incoming workforce.

The **Michigan Avenue target area** is a 2½-mile stretch of commercial/industrial corridor located along the Michigan Avenue corridor, between Henry Ruff and South Beech Daly Roads in the City of Inkster. As the City's main east-

west thoroughfare, the corridor serves as a focal point for small business and commercial retail for nearby residents. As a result of the economic decline of the Great Recession, from which the City has yet to fully recover, and the economic effect of the COVID-19 shutdown, the target area and City has experienced widespread decreases in area property values and plummeting tax revenues. Currently, there are an estimated 26 properties along Michigan Avenue within the target area that are suspected to be contaminated, 12 of which are vacant buildings and 14 of which are vacant. As an established commercial corridor, the SWOT analysis recommended the prioritization of the target area as an area of focus for the County to allocate resources to encourage redevelopment of the target area to include uses that serve nearby residents.

Assessment funds will be used to assess brownfield sites whose redevelopment will support the initiatives identified in the strategic planning efforts for each target area. Within the SBDA target area, the City of Detroit has developed Neighborhood Framework Plans for the Delray and West Vernor neighborhoods, which identifies the rehabilitation, remediation, and reuse of brownfield properties to support existing businesses by enhancing of area streets and public spaces, catalyzing economic growth, and creating opportunities for new housing, retail, and community facilities as one of their primary objectives.

The 8-Mile Boulevard Strategic Plan and Design Guidelines identifies the need for mixed use developments with ground floor commercial retail and office space and multi-family apartments above by 1) encouraging reinvestment in renovation by eliminating obsolete buildings within blighted areas, 2) the establishing a viable and vibrant, high-quality mixed-use developments that include residential uses above first floor retail that connect with the surrounding community, 3) promoting rehabilitation strategies that reuse existing commercial buildings that maximize street-level frontage with uses that include retail, grocery, restaurants, and entertainment, and 4) support of existing and new businesses through incentives to retain, grow and attract new businesses and developers.

The overarching goal within the City of Inkster's master plan is to achieve a residential, convenience retail, office and public uses by redeveloping properties that 1) create a retail destination for existing residents, 2) provide opportunities for existing businesses to grow and new businesses to establish themselves, 3) providing housing options as part of a mixed-income community to insure new neighborhoods are inclusive for all residents, and 4) eliminating nuisances from commercial/industrial zoned property that negatively impact residential neighborhoods.

The redevelopment of the priority brownfield sites will help to achieve the planning goals at the County and local levels by diversifying the regional economy, developing communities and workforces that are capable of servicing multiple sectors, and increasing the quality of life for new and existing residents to live, work and play. The County will track several metrics to evaluate the intended outputs and outcomes of the grant. The tracking of these metrics is an effective tool that will help to determine if the grant is fulfilling its intended purpose. Note that at least two brownfield sites will be assessed in each coalition member's geographic boundary.

Outputs of for the project include:

- an approved Quality Assurance Project Plan(s)
- number of brownfield sites identified,
- number of Phase I/II environmental site assessments conducted,
- number of cleanup planning/documentation of due care compliance reports prepared,
- number of hazardous materials surveys conducted, and
- number of team and community meetings held,
- number of quarterly progress reports submitted.

The following outcomes will also be tracked to evaluate the results, effects, and consequences as a direct result of the grant:

- amount of funds awarded by project,
- total project cost,
- ratio of grant funds allocated to total private investment,
- estimated number of temporary (construction) jobs created,
- estimated number or permanent jobs created or retained,
- estimated amount of new taxes created, and
- the number of acres made ready for reuse.

Additional site-specific outcomes may be tracked on a project-by-project basis (e.g. number of tanks, or cubic yards of contaminated soil removed, or dollars leveraged from private investment); however, it is anticipated that site-specific outcomes generally may not become available until after the cooperative agreement has expired.

The project team will be led by *Ms. Darsi Martin*, a Project Manager within the Wayne County Economic Development Department, who will serve as the primary point of contact for the EPA Project Officer over the duration of the cooperative agreement. She will be responsible for submitting quarterly reports, the final project report, processing of invoices and establishing and managing the financial accounts of the program and payment requests and transfers through the Automated Standard Application for Payments (ASAP) system. *Ms. Martin* administered the County's FY2019 EPA Brownfield Assessment grant (closed out on December 31, 2022), and is currently managing multiple Michigan Department of Environment, Great Lakes, and Energy (EGLE) Brownfield Grants. *Mr. Lucius Anthony*, Project Manager, will serve as the Wayne County project manager and will be responsible for managing, overseeing and coordinating grant tasks with the environmental consultant(s) and serve as the point of contact for the other coalition members, local units of government, project stakeholders and the public. In their current roles, they provide support to local communities to retain, expand and attract new business to the county, and provide support to area developers to redevelop brownfield sites into productive uses.

As coalition members, SBDA and 8MBA will provide ongoing community engagement assistance to the County over the course of the grant period by soliciting input from the community to identify sites for assessment. Once the cooperative agreement goes into effect, and the environmental consultant(s) have been retained, the County and coalition members will review and update the site nomination form and evaluation process that were developed during the County's previous grant to identify and evaluate brownfield sites for assessment funding. As candidate sites are identified through the site nomination process, the Coalition will review the information and score the responses based on the project's potential to achieve grant outcomes. The scoring will be used to determine whether a project will receive grant funding and the amount of grant funding the project will receive.

Mr. Greg Mangan, serves as a Real Estate Advocate for the Southwest Detroit Business Association who provides services to commercial property and landowners looking for new tenants or assistance to redevelop their properties. He also works with new and existing businesses that are looking for an appropriate space to locate or expand within Southwest Detroit.

Ms. Tami Salisbury is the Acting Director for the 8-Mile Boulevard Association who is responsible for managing over ten core programs within the association that are intended to revitalize and promote the Eight Mile corridor. Over the course of her tenure, she has been successful at cultivating relationships with local units of government, foundations, corporate donors, and political leaders throughout the State of Michigan, to advance the Association's mission.

The County will also engage the Michigan Department of Environment, Great Lakes & Energy's (EGLE) Remediation and Redevelopment Division on an as needed basis to conduct eligibility determinations for sites that are impacted by petroleum, as well as review sampling and cleanup plans on a project basis. The primary EGLE contact will be:

Ronald Smedley
Brownfield Redevelopment Coordinator
Michigan Department of Environment, Great Lakes and Energy
Remediation and Redevelopment Division
(517) 284-5153
smedleyr@michigan.gov

After the cooperative agreement between Wayne County and the USEPA has been finalized, the County will begin the process of selecting and retaining the services of a qualified environmental consultant. The selected consultant will be experienced in conducting various types of Brownfields Cleanup Activities, Community Outreach, Environmental Assessments, developing Quality Assurance Project Plans, Corrective Action Plans and working with state regulators regarding solid waste and brownfield assessment and remediation. The County will secure these services in accordance with the County's purchasing policies.

Once the environmental consultant(s) has been selected, a Kick-Off Meeting will be conducted during the fourth quarter of 2023. One of the activities to be completed during the kickoff meeting will be the distribution of the Cooperative Agreement Terms and Conditions to the team. Over the course of the cooperative agreement, team members will communicate as needed in order to move projects forward and meet deadlines. The entire team will meet at least quarterly to set and follow up on action items. This meeting may be face to face, via conference call or a mix of the two.

The Cooperative Agreement records and files will be maintained and managed by *Ms. Darsi Martin*.

2. Funding

Wayne County was awarded a \$1,000,000 U.S. EPA Brownfield Assessment Grant (Coalition) selected for Assessment Coalition Grant.

3. Budget

| Budget Categories | Project Tasks | | | | |
|--------------------------|------------------------------|-------------------------------------|--|--------------------------------------|-------------|
| | Task 1: Work Plan/QAPP | Task 2: Planning and Outreach | Task 3: Environmental Investigations | Task 4: Reporting and Closeout | Total |
| Personnel | \$0 | \$0 | \$0 | \$0 | \$0 |
| Fringe Benefits | \$0 | \$0 | \$0 | \$0 | \$0 |
| Travel ¹ | \$0 | \$7,000 | \$0 | \$0 | \$7,000 |
| Equipment ² | \$0 | \$0 | \$0 | \$0 | \$0 |
| Supplies | \$0 | \$0 | \$0 | \$0 | \$0 |
| Contractual ³ | \$5,000 | \$39,000 | \$911,000 | \$38,000 | \$993,000 |
| Other - specify | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total | \$5,000 | \$46,000 | \$911,000 | \$38,000 | \$1,000,000 |

4. Workplan and Schedule

The schedule presented below assumes that the cooperative agreement with the U.S. EPA will be completed and approved by September 30, 2023.

- Task 1: Work plans and Quality Assurance Project Plans (QAPP)
- Task 2: Planning and Outreach
- Task 3: Environmental Investigations
- Task 4: Reporting and Closeout

Task 1: Work Plans and Quality Assurance Project Plans (QAPP)

Preparation of an EPA Work Plan is required by the EPA Project Officer prior to the issuance of the Cooperative Agreement. The County will complete prepare the work plan without utilizing grant funds. The QAPP(s) will be prepared and submitted to the EPA Project Officer after the County has procured the services of a qualified environmental consultant(s). The County's involvement in this task will comply with 40 CFR 31.36 as an in-kind service.

| Task 1 Activities | Milestones | Schedule |
|------------------------------|--------------------|--|
| Preparation of EPA Work Plan | Work Plan approval | Summer 2023 |
| Preparation of QAPP(s) | QAPP approval | Within 60 days of Cooperative Agreement issuance |

Task 2: Planning and Outreach

At the beginning of the project, the Coalition and environmental consultant will prepare and deliver the presentation that will target the stakeholder groups that include area non-profit groups, neighborhood and community

organizations, economic development corporations, local business and property owners, planning consultants, and local governments. The presentation will provide an overview of EPA's goals and the County's objectives for the grant, outline the County's application process, provide an overview of the environmental due diligence process in Michigan, and provide a summary of cleanup funding programs and tax abatements that can be leveraged. Prior to the presentation, an infographic will be developed to advertise the event, which will be shared across multiple social media platforms that include Linked In, Facebook, Twitter, and the County's and Coalition members' websites, as well as mass email. The grant infographic advertising the grant will also be sent at the beginning of years 2-4 of the grant. A total of five staff (3 County, 1 SWBA, 1 8MBA) will attend the 2025 EPA National Brownfield Conference. Over the course of the grant, regular updates will be made to the County's GIS that will include the assessed sites, target areas, and special areas of concern which can be integrated into the Wayne County Economic Development Corporation and Brownfield Redevelopment websites.

Identifying Additional Sites – Through the community engagement process previously described, the Coalition will continue to solicit input from residents to ensure the impacted communities can recommend sites for assessment. The public meetings will also serve as a platform to advertise the availability of the grant to assist in continuing to identify sites. The Coalition will evaluate brownfield sites for assessment funding as they are identified through the site selection process to ensure grant outcomes are achieved. Each project/site under consideration will be evaluated using an updated site nomination form and evaluation process that was developed during the County's previous grant. A site nomination form that is available on the Coalition partners' websites will continue to be distributed to applicants to gather information about a project. The information gathered from the site nomination form includes:

- Support of the project by the local community/residents and government
- Project scope, proposed uses, estimate of total hard cost
- Location within the identified target area, degree to which underserved communities are being served (i.e. the Southwest Detroit, 8-Mile Road Corridor and Michigan Avenue target areas)
- Property and building sizes, ownership (seller and buyer)
- Site history, and perceived contamination, and previously conducted assessments
- Requested environmental assessments
- Overview of project financing and status of acquisition
- Ability to address specific community needs (i.e. affordable housing, grocery stores, health care, etc.)
- Inclusion of placemaking, walkability, low impact goals and green infrastructure
- Potential to catalyze additional redevelopment projects
- Estimated job creation

Once the site nomination form has been completed by an applicant, the Coalition will review the information and score the responses based on the project's potential to achieve grant outcomes. The scoring will be used to determine whether a project will receive grant funding and the amount of grant funding the project will receive. Site nominations will be accepted throughout the duration of the grant's cooperative agreement or until grant funding has been exhausted.

Planning and outreach activities will begin concurrently. Nominated projects will be evaluated for viability and prioritized prior to being approved for funding. Once a project is approved and the subsequent site eligibility determination has been accepted by EPA respectively, the environmental consultant will coordinate the obtaining of a site access agreements prior to assessment activities.

| Task 2 Activities | Milestones | Schedule |
|------------------------------------|--|--|
| Quarterly Progress Updates | Meeting minutes, agendas as applicable | Quarterly throughout the cooperative agreement |
| Stakeholder Presentation | Presentation Slides, attendance list, advertisement infographic | Between October 2023 and March 2024 |
| Grant Infographic | Copy of Infographic | January 2025, January 2027 |
| GIS Updates | GIS Shapefile, Map | Ongoing throughout the cooperative agreement |
| Identification of Additional Sites | List of candidate sites, as identified Site evaluation criteria | Ongoing throughout the cooperative agreement |
| 2025 EPA Brownfield Conference | Staff attendance | Summer 2025 |

Task 3: Environmental Assessments

As directed by the County, the qualified environmental consultant(s) will conduct Phase I and II Environmental Site Assessments at sites known or suspected to be contaminated by hazardous and/or petroleum substances. Hazardous materials surveys will be conducted at sites with structures that are suspected of containing asbestos, lead or other hazardous building materials. Preparation of baseline environmental assessments (BEAs) and documentation of due care compliance plans (DDCC) will be completed on a site-specific basis. An eligibility determination, procurement of site access, the preparation of a site-specific sampling and analysis plan (SAP) and health and safety plan (HASP) for approval by the USEPA project manager (as applicable), and ACRES reporting are included under this task. Assessments will first occur at priority brownfield sites before other, non-priority sites are assessed.

| Task 3 Activities | Milestones | Schedule |
|-----------------------------|--|--|
| Phase I ESAs | Phase I ESA reports Eligibility Determination | Ongoing throughout the cooperative agreement |
| Phase II ESAs (BEAs) | Phase II ESA (BEA) reports Eligibility Determination SAP/HASP | After QAPP approval, then ongoing throughout the cooperative agreement |
| Hazardous Materials Surveys | Hazardous Materials Surveys Eligibility Determination SAP/HASP | After QAPP approval, then ongoing throughout the cooperative agreement |
| Cleanup Planning (DDCC) | DDCC Reports | Ongoing throughout the cooperative agreement |

Task 4: Reporting and Closeout

The County will submit mandatory quarterly progress reports to the EPA Project Officer documenting the utilization of funds, work status and progress, difficulties encountered, accounting of financial expenditures, anticipated activities, and changes of the key personnel involved with the project (if applicable). Additionally, the County will report site-specific accomplishments electronically through the ACRES reporting system. A final project report providing a summary of measurable outputs including the number of assessments completed, contaminants found, acres assessed, redevelopment plans underway, jobs created, and funds leveraged, will be prepared, and submitted at the end of the cooperative agreement. Other reporting will include EPA Form 5700-52A for Minority and Women Business Entity Utilization and Federal Financial Reports SF-425.

| Task 4 Activities | Milestones | Schedule |
|----------------------------|--|---|
| Quarterly Progress Reports | Quarterly reports | Submitted within 30 days after the end of the quarter, throughout the duration of the cooperative agreement |
| ACRES Database | Entry into the EPA ACRES database | Ongoing throughout the cooperative agreement as assessments are completed |
| Final Project Report | Final report EPA Forms 5700-52A and SF425 | Submitted before December 31, 2027 |

5. Quality Assurance

Prior to undertaking Phase II ESAs and Hazardous Materials Surveys, the County, with assistance from the qualified environmental consultant(s), will prepare and submit a QAPP(s) which meets the approval of U.S. EPA Region 5 Brownfields Program. The QAPP will describe the project, the sampling and analytical strategies, and the methods and procedures that will be used over the course of the cooperative agreement. Approval of the QAPP(s) will be obtained prior to performing any field activities.

6. Pre-Award Costs

Wayne County is not requesting pre-award costs.

7. Budget Detail

Task 1 – Work Plan and QAPP - This task is expected to cost \$5,000 (29.5 hours at \$170/hr.) and does not include the preparation of the work plan, which is an in-kind service provided by County.

Task 2 – Community Engagement – The estimated costs include planning activities, preparing quarterly updates at community meetings, and delivering the grant presentation, which will be supported by the consultant with oversight by the County. Estimated on a per meeting basis, the cost for this task is \$22,000 over 16 meetings (approximately 8 hours at \$170/hr. per meeting). The estimated cost to prepare, advertise and deliver the grant presentation is \$4,000 (approximately 23.5 hours at \$170/hr.). The cost to prepare and deliver the grant flyer for years 2 through 4 of the grant is estimated to be \$4,000 (approximately 23.5 hours at \$170/hour), and the estimated cost to prepare, maintain, and update GIS data for the assessed sites over the course of the entire grant period is \$9,000 (approximately 53 hours at \$170/hr.). Personnel costs incurred by the Coalition will be provided as in-kind services. An additional cost of \$7,000 will be utilized to cover expenses for the Coalition staff to attend the 2025 National Brownfields Conference. The estimated cost includes the registration fees for five County staff (\$350 each), lodging (\$760/person over 4 nights), and per diem costs (\$72/day).

Task 3 – Environmental Investigations – Cost estimates for each of the eligible activities under this task will be prepared by the environmental consultant and submitted to the County for approval. Although these costs are expected to vary, a cost estimate for these activities based on average pricing as experienced by the County’s prior grant is provided below.

| Activity | Estimated Total | Average Cost | Total Cost |
|--|------------------------|---------------------|-------------------|
| Phase I ESA (Priority Sites) | 6 | \$3,000 | \$18,000 |
| Phase I ESA | 60 | | \$180,000 |
| Phase II ESA (Priority Sites) | 6 | \$10,000 | \$60,000 |
| Phase II ESA | 34 | | \$340,000 |
| Hazardous Materials Surveys (Priority Sites) | 5 | \$8,000 | \$40,000 |
| Hazardous Materials Surveys | 21 | | \$160,000 |
| Cleanup Planning/DDCC Reports (Priority Sites) | 6 | \$3,000 | \$18,000 |
| Cleanup Planning/DDCC Reports | 29 | | \$87,000 |

Task 4 – Reporting and Closeout – This task will be overseen by the County, with reporting assistance from the environmental consultant. The estimated cost for this task will not exceed 5% of the total EPA requested funds and is estimated to be \$38,000 over the life of the grant. This cost assumes that twenty quarterly reports will be prepared over the course of the grant, submitting regular updates to EPA ACRES, preparation of a final project report, and additional EPA forms. Costs incurred by the County include environmental consultant support (approximately 223.5 hours at \$170/hours). Personnel costs incurred by the County will be provided as in-kind services.

APPENDIX A-2: RFP Response to 37-23-110



Response to Request for Proposal

The Charter County of Wayne, Michigan
USEPA Brownfield Assessment Grant Consultant
Control No. 37-24-003

PREPARED FOR Mr. Dustin Frigy
Strategic Sourcing Analyst
Wayne County
500 Griswold Street
Detroit, MI 48226

PROPOSAL # PF-33119-1

DATE November 1, 2023



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CHARTER COUNTY OF WAYNE RFP RESPONSE FOR USEPA BROWNFIELD ASSESSMENT GRANT CONSULTANT

AKT Peerless Proposal No. PF-33119-1

In accordance with 2 CFR 200.319, AKT Peerless certifies that no assistance was provided in preparing Wayne County's Contractor RFP (Control No. 37-23-110), and AKT Peerless is therefore eligible and qualified to submit this response to the RFP.

1.0 Executive Summary - Scope of Work Requirements

Congratulations on your grant award. AKT Peerless Environmental Services (AKT Peerless) is pleased to present its response to the Detroit-Wayne County Brownfield Coalition's (DWCBC) Request for Qualifications and Proposal for its United States Environmental Protection Agency (USEPA) Brownfields Coalition Assessment Grant. This proposal presents AKT Peerless' experience/qualifications, work plan and timeline, proposed project costs, and required forms.

AKT Peerless is a full service environmental and brownfield redevelopment consulting firm with over 100 employees. AKT Peerless was founded by environmental professionals committed to providing a broad range of high-quality environmental consulting; environmental management and engineering services with the conviction that cost management, quality work product, responsiveness, and project finality are the primary concerns of our clients. Our multi-disciplinary team of environmental professionals maintains an acute understanding of the many critical regulatory and environmental management issues that often plague brownfield properties.

Over its 33-year history, AKT Peerless' client base includes over 110 state or local governmental agencies, 50 financial institutions, thousands of private entities, and several non-profit organizations. AKT Peerless has conducted over 28,000 Phase I, II Environmental Site Assessments (ESAs) and Baseline Environmental Assessments (BEAs) and managed numerous USEPA Assessment grant programs. AKT Peerless has secured or managed over \$108 million in grants and loans for numerous Michigan municipalities, with over \$23 million in USEPA Assessment Grants and over \$39 million in USEPA Revolving Loan Funds and Cleanup Grants. Further, AKT Peerless has secured over \$1.5 billion in economic incentives for over 650 projects, which has provided over \$6 billion in investments within our communities. AKT Peerless currently provides brownfield redevelopment authority administrative services to several Michigan communities including the Cities of Auburn Hills, Bay City, Lansing, Saginaw, Southfield and Riverview. AKT Peerless has extensive experience working with USEPA Region V project managers, the Michigan Economic Development Corporation (MEDC), the Michigan Department of Environment, Great Lakes & Energy (EGLE) and various State and local municipalities leveraging economic development incentives.

AKT Peerless has significant experience working throughout Wayne County and the City of Detroit and has maintained an office in the City of Detroit since 1998. Additionally, AKT Peerless has been a Detroit Based Business since the early 2000s. Over its 30-year history, AKT Peerless has completed over 5,000 thousand environmental assessments in Wayne County and over 2,000 environmental assessments in the City of Detroit. AKT Peerless has extensive experience working in Southwest Detroit beginning in 2006 with an inventory of sites funded by the Detroit Wayne County Port Authority (DWCPA). More



recently, AKT Peerless has completed numerous due diligence activities and redevelopment activities on behalf of private developers in the Target Areas.

This project will be managed out of the AKT Peerless' Detroit office. AKT Peerless has identified a Project Team specifically for this project to provide expert service in a timely manner. Further, the Project Team can draw on additional staff support from AKT Peerless technical professionals located throughout Michigan. AKT Peerless has the capacity, experience and expertise implement the Work Plan and leverage resources to create economic investment in the target area.

1.1 Purpose, Goals and Requirements of EPA Assessment Grant Funding

AKT Peerless has reviewed the USEPA Assessment Grant application as provided by Wayne County. AKT Peerless understands the DWCBC intends to utilize these grant funds to (1) facilitate improvements in public/environmental health, (2) reduce blight and economic underuse, (3) encourage reinvestment in sustainable urban redevelopment. The Target Areas include: the Southwest Detroit Business Association (SDBA) target area in southwest Detroit along the Detroit River; the Eight-Mile Boulevard Association (8MBA) target area which includes the south side of a 4 ¼ mile section of 8-Mile Road corridor in northern Detroit; and the Michigan Avenue target area, a 2 ½-mile stretch of commercial/industrial corridor along Michigan Avenue, between Henry Ruff and South Beech Daly Roads in the City of Inkster. These areas contain a large number of idle brownfield properties. The availability of existing infrastructure coupled with the proximity to existing manufacturing facilities and international border crossings make the Target Areas ideal locations for brownfield assessment.

AKT Peerless will work with Wayne County and the DWCBC to meet or exceed the goals of the USEPA Assessment grant.

1.2 Experience Managing and Implementing EPA Assessment Grant Projects

AKT Peerless has been managing USEPA Assessment Grant programs since 1997 when AKT Peerless was awarded a contract to manage one of Michigan's first USEPA Brownfield Pilot Projects, with the Downriver Area Brownfield Consortium (DABC), now known as the Downriver Community Conference (DCC). AKT Peerless was instrumental in developing a brownfield redevelopment model that functions to prioritize brownfield properties, assess potential environmental costs, assess redevelopment potential, and ultimately market the properties. The highly successful model developed for DABC received enthusiastic approval by the USEPA Region V. Since its origination, this model has been continually refined and adopted for use by other grant recipients throughout the region, state and nation. Since that time, AKT Peerless staff has managed over \$100,000,000 for over 70 communities; including USEPA petroleum and hazardous material assessment and Revolving Loan Fund (RLF) programs and EGLE assessment and clean-up grants. Please refer to **Appendix A** for AKT Peerless' federal and local government grant and loan experience, including USEPA Assessment, RLF and Cleanup grants.

AKT Peerless has provided support to Wayne County, Detroit Wayne County Port Authority (DWCPA), and City of Detroit USEPA Brownfield Programs beginning in 1999. AKT Peerless provided subcontractor services for the Wayne County Brownfield Redevelopment Authority (WCBRA) USEPA Brownfield Pilot beginning in 1999, assisted the DWCPA in the creation of a brownfield program in 2004-05, and provided consulting services for the successful completion of the City of Detroit Eastern Market USEPA Brownfield Assessment grant in 2012. AKT Peerless' institutional knowledge of these brownfield programs would be a critical asset to the DWCBC.



AKT Peerless has successfully leveraged these USEPA assessment grant programs to facilitate cleanup and redevelopment at a number of brownfield sites in Detroit over time. Some of those projects include Cardinal Health, Orleans Landing, Piquette Square, Eastern Market, and others. These projects included brownfield plans, Act 381 work plans, tax abatements, grants, loans, and/or tax credits. Please refer to Section 3.0 for a more detailed list of project references.

A requirement of a successful assessment grant includes completion of a USEPA-approved Quality Assurance Procedure Plans (QAPPs). Over 60 QAPPs, prepared by AKT Peerless, have been approved by the USEPA since 1997. Everyone on our project team is extremely familiar with the USEPA requirements for QAPPs. All data generated through assessment activities is evaluated during a data validation process to ensure all data quality objectives (DQOs) are met. Our project team has completed four QAPPs approved by the USEPA in the last five years with an average approval between four and eight weeks from contract approval. AKT Peerless prepares all QAPPs to the highest standard in accordance with the guidance presented in Region V Instructions on the Preparation of a Superfund Division QAPP (Based on USEPA QA/R-5) and Quality Assurance Guidance for Conducting Brownfield Site Assessments (USEPA 540-R-98-038).

1.3 Experience with USEPA Region V and EGLE Project Managers

At the federal level, AKT Peerless has worked closely with various USEPA project managers over the years. AKT Peerless currently provides grant administration and oversight services for several USEPA grants managed by Matt Didier and Brad Stimple. AKT Peerless has an excellent working relationship with these individuals, and we are familiar with each of their management preferences.

At the state level, AKT Peerless works very closely with many EGLE project managers on a daily basis during the normal course of our business. In fact, AKT Peerless provides environmental due diligence and remediation services to the State of Michigan under an Indefinite Service Indefinite Delivery (ISID) Contract (No. 00921). Under this contract, AKT Peerless has provided environmental consulting and remediation services for a number of State of Michigan projects managed by Jeanne Schlaufman, Heath Bobick, Jay Eichberger, Jolene Melchiori, Karen Vorce, John Pawloski, David Bandlow, Aaron Assmann, Matt Lincoln, Amanda Treadwell, and Abigail Hendershott. For example, AKT Peerless is currently under contract to conduct site assessments of properties in Detroit and throughout the State of Michigan on behalf of EGLE and environmental due diligence of Chevy Commons Park on behalf of the MDNR. These project managers selected AKT Peerless to perform these services based on our experience and expertise.

AKT Peerless also works closely with Ron Smedley (EGLE), Janet Michaluk (EGLE), Dan Gough (EGLE), Michelle Bakun (EGLE), and the Michigan Economic Development Corporation (MEDC) on a number of brownfield redevelopment projects in southeast Michigan to leverage additional economic resources ensuring successful developments.

1.4 Familiarity with Target Areas

AKT Peerless has conducted environmental assessments (Phase I ESA, Phase II ESAs, BEAs, and Due Care Plans) and remediation of more than 60 properties along the Detroit and Rouge Rivers and within the 48217 zip-code of Southwest Detroit. The properties included large industrial complexes, commercial buildings, residential properties, and undeveloped land. The purpose of our work was to identify and evaluate recognized environmental conditions, secure liability protection from existing contamination, and support the safe reuse or redevelopment of these properties. In many cases, these projects included



the preparation of Brownfield Plans to support the proposed redevelopment. A few brief project examples are described below:

In 2005-06, AKT Peerless created an Inventory of properties in southwest Detroit on behalf of the DWCPA under a USEPA Brownfield Assessment grant. The boundary of the two inventory areas was (1) Fort Street (north), W Grand Boulevard (east), Detroit River (south), and Junction Street/Historic Fort Wayne (west) and (2) Michigan Avenue (north), Rosa Parks (east), Bagley (south), and Interstate I-75 (west). The inventory was developed as an interactive online platform that included information (current owner, parcel identification number, acreage, current use, structures, etc.) regarding each individual parcel. This information was used to prioritize potential assessment sites in southwest Detroit.

AKT Peerless completed a Phase I ESA and Phase II ESA of an approximately nine-acre former landfill property at the northeast corner of the Henry Ruff Road and Michigan Avenue in Inkster. The assessments were completed in 1999/2000 on behalf of the Wayne County BRA through the USEPA Pilot Program. At the time of these assessments, the property consisted of five undeveloped parcels. The property was utilized for landfilling in the 1950s/1960s. As part of the Phase II ESA, USEPA Region V representatives conducted a geophysical survey of the property and AKT Peerless conducted soil borings utilizing USEPA drilling services. Results of the assessments identified subsurface anomalies requiring further investigation (test pits) and soil and groundwater contamination above regulatory criteria established at that time. All work conducted by AKT Peerless on this project site was in accordance with a USEPA approved Sampling and Analysis Plan and QAPP.

AKT Peerless has also completed several environmental assessments of properties along Eight Mile Road in Detroit and neighboring communities.

1.5 Qualification of Project Staff

Our staff excels in a broad range of subsurface and hydrogeologic investigation activities. Since its inception in 1989, AKT Peerless has performed over 10,000 Phase I ESAs, Phase II ESAs, BEAs, Due Care Plans and various other transaction-based investigations. Further, AKT Peerless has worked with over 90 municipalities to complete environmental due diligence (Phase I & Phase II ESAs and BEAs).

The project team for this RFP will be based in Detroit and Farmington, Michigan. As necessary, AKT Peerless may draw staff and technical resources from its offices in Manistee and Saginaw, Michigan. The organizational structure proposed for this project will be led by AKT Peerless professional staff best suited to meet the goals of each task as well as most knowledgeable of the project location. AKT Peerless includes Professional Geologists (PG) or Professional Engineers (PE) with licenses in 17 states. AKT Peerless is committed to assigning its most experienced staff to this project.

The key personnel for this project will be Timothy McGahey, Jessica Cory, Julie Barton, and Samantha Seimer. Mr. McGahey is AKT Peerless' Vice President of Environmental Due Diligence and will be AKT Peerless' primary point of contact for the project. Mr. McGahey has been involved with each of the coalition partner brownfield programs for most of his career, which accounts for vast institutional knowledge for those organizations. Ms. Cory, Senior Project Manager, will act as a secondary point of contact. Ms. Cory's role includes project tracking and reporting, budgeting, planning, and site-specific project management. Ms. Barton will provide day-to-day project management and will supervise field and support staff. Ms. Seimer will be AKT Peerless' brownfield incentives lead on the project. As professional engineers and geologists, Ms. Napier and Mr. Anthony will provide technical and quality



oversight of the project. Please refer to Section 2.0 for more detailed information about AKT Peerless' staff and **Appendix B** for resumes.

1.6 Consultants Knowledge of Regulatory Tools

At the federal level, AKT Peerless provided consulting services for some of the first USEPA Assessment Pilot Grants in the country in the mid- to late-1990s. Some of the programmatic forms AKT Peerless developed during those pilot grants are still distributed for use by the USEPA to this day. AKT Peerless has successfully and continuously managed USEPA grants for more than 55 municipalities since that time.

Our multi-disciplinary team of environmental professionals maintains an acute understanding of the many critical regulatory and environmental management issues that often plague brownfield properties. Mr. McGahey is a member of the ASTM E50 Committee and sits on the E1527 (Phase I ESA), E1528 (Environmental Transaction Screen), E1903 (Phase II ESA), and E2600 (Vapor Intrusion) Task Groups that meet regularly to review and revise these industry standards. With this participation, Mr. McGahey is able to advise our clients on the ever-changing regulatory climate.

At the state level, on a daily basis, AKT Peerless consults attorneys, municipalities, developers, non-profit organization, and lender clients on State of Michigan environmental requirements. AKT Peerless staff are often asked by EGLE to participate in planning sessions when revisions to environmental laws are being considered. AKT Peerless is considered an industry expert in navigating Michigan Part 201, Part 211, and Part 213 rules and regulations.

1.7 Consultants Experience with Leveraging Government Programs

AKT Peerless has extensive experience with leveraging additional economic development incentives to assist in filling financial gaps for redevelopment projects. This includes grants and loans, State clean-up programs, brownfield tax increment financing, Michigan's Underground Storage Tank Authority (MUSTA) program, local tax abatements, federal tax credits and a variety of other financing tools. AKT Peerless actively works with the USEPA, EGLE, MEDC and various other state and federal agencies to identify and utilize redevelopment funds. Additionally, AKT Peerless' client base includes over 50 financial institutions which assists many developers with securing senior and mezzanine debt. AKT Peerless will use its expertise and resources to leverage Wayne County's USEPA Assessment grant funds to spur economic redevelopment projects. Please refer to Section 3.2 for project examples identifying AKT Peerless' expertise with leveraging government programs.

1.8 Consultants Proposed Fee and Cost Schedule

Please refer to AKT Peerless' Price Sheet and Narrative (uploaded under separate cover) for proposed fees and work plan targets.

1.9 Insurance Certificates

Please refer to **Appendix C** for AKT Peerless' insurance certificates. Upon award, AKT Peerless will issue insurance certificates to Wayne County meeting all contractual requirements.

1.10 Certification and Commitment for Services

AKT Peerless certifies and commits to providing the services described in this request for proposal response and based on the budgeted costs described in the USEPA Grant application. Please refer to



Section 4.0 for more details. Additionally, please refer to **Appendix D** for the Response to Scope of Work Requirements Form.

2.0 Staff Qualifications

AKT Peerless has assigned a project team to implement the DWCBC's USEPA Assessment grant. This project team has extensive experience managing USEPA Assessment grants, completing due diligence services and leveraging economic redevelopment resources to yield successful brownfield projects. Additionally, the primary point of contact and senior project managers has over 100 years of combined experience working in Wayne County and the City of Detroit. The following section provides detailed project team information. Please also refer to **Appendix B** for resumes.

Primary Point of Contact

Timothy McGahey, CHMM

VP of Due Diligence

333 W Fort Street, Suite 1410

Cell Phone: 248-302-2361

Email: mcsahey@aktpeerless.com

Key Personnel and Qualifications

| Staff | Education | AKTP Position | Experience | Contact |
|-----------------------|--|--|--|--|
| Timothy McGahey, CHMM | BS Environmental Science | VP of Due Diligence/Senior Project Manager | EP, A, B, C, D, EE, G, HM, I, PH1, PH2, R, RI/FS, S, U, US, V | mcsahey@aktpeerless.com |
| Jessica Cory | BS Environmental Studies and Applications | Group Leader/Senior Project Manager | EP, A, B, C, D, HZ, I, PH1, PH2, R, RI/FS, S, U, US, V | coryj@aktpeerless.com |
| Julie Barton | BS Earth Science | Senior Project Manager | EP, A, B, C, D, HM, HZ, I, L, PH1, PH2, R, RI/FS, S, U, US, V | bartonj@aktpeerless.com |
| Samantha Seimer | BA Political Sciences/MA Public Administration | VP Economic Development Services | B, C, I, S, US | seimers@aktpeerless.com |
| Megan Napier, PE | BS Civil Engineering | Regional Business Manager, Senior Engineer, QAQC | EP, A, B, C, CC, D, EE, G, H, I, L, PFAS, PH1, PH2, R, RI/FS, U, US, V | napierm@aktpeerless.com |



| Staff | Education | AKTP Position | Experience | Contact |
|-----------------|-------------------------------------|-------------------------------------|---|--|
| Kyle Sayyae | BS Earth Science | Senior Project Manager | EP, D, H, PFAS, PH1, PH2, D, R, RI/FS, R, S, U, V | sayyaek@aktpeerless.com |
| Connor Jenkins | BS Biology/MS Environmental Science | Environmental Consultant | PH1, PH2, V | jenkinsc@aktpeerless.com |
| Allissa Copper | BS Environmental Biology | Environmental Consultant | PH1, PH2 | coopera@aktpeerless.com |
| Chelsea Mearnic | BS Environmental Science | Environmental Consultant | PH1, PH2, R, RI/FS, V | mearnicc@aktpeerless.com |
| Raymond Lee | BS Environmental Science | Environmental Consultant | PH1, PH2 | leer@aktpeerless.com |
| Jeremy Fox | BS Environmental Health | Group Leader/Senior Project Manager | EP, A, B, C, D, G, H, PH1, PH2, R, RI/FS, U, V | foxj@aktpeerless.com |
| Colin Holsinger | BS Biology | Project Manager | EP, A, HZ, L, PH1, PH2 | holsingerc@aktpeerless.com |

EP = Environmental Professional as defined in 40 CFR 312.10(b), A = Asbestos, B = Brownfields, C = Local government, CC = Construction Consulting, D = Due Care Planning, EE = Environmental Engineering, G = Geophysical, H = Hydrogeological Investigations, HM = HUD/MSHDA Projects, HZ = Hazardous Material Survey, I = Incentives, L = Lead-based paint, PFAS = Per & Polyfluoroalkyl Substances, PH1 = Phase I ESA, PH2 = Phase II ESA/BEA, RI/FS = Remedial Investigations/Feasibility Studies, R = Remediation, S = State Grant/Loan Management, U = Underground Storage Tanks, US = USEPA Grant/RLF Management, V = Vapor Intrusion

The following provides a more detailed description of experience for Senior Staff and Project Managers.

Mr. Tony R. Anthony, PG, CHMM, REPA, LEED-AP: Mr. Anthony is a Founder and Principal of AKT Peerless. Mr. Anthony is responsible for development of AKT Peerless' environmental due diligence and brownfield redevelopment programs. Mr. Anthony is a Certified Hazardous Materials Manager and Professional Geologist and expert in environmental due diligence, environmental compliance, hazardous materials evaluations, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) regulated sites, and brownfield programs. Mr. Anthony has been working with USEPA Assessment grants since Michigan's first Pilot Grant was awarded in 1997 to the DCC. Mr. Anthony will provide project leadership and technical support.

Mr. Timothy McGahey, CHMM: Mr. McGahey has over 25 years of professional experience. Mr. McGahey has been involved with each of the coalition partner brownfield programs for most of his career, which accounts for vast institutional knowledge for those organizations. He has extensive experience with environmental due diligence assessments, environmental compliance, USEPA grant management, and personally managed or conducted over 1,500 investigations during his career. He is currently Vice President of AKT Peerless' Environmental Due Diligence division and will act as an AKT Peerless senior project manager/technical advisor for assessment projects.

Ms. Jessica Cory: Ms. Cory has close to 20 years of experience and serves as a Senior Project Manager/Group Leader at AKT Peerless. Her areas of expertise include environmental due diligence, site



remediation, and management of brownfield grant programs. Ms. Cory currently assists the DCC in the management and implementation of USEPA Brownfield Grants. Ms. Cory assisted in the management and closing out of four DCC Assessment Grants since 2005. Ms. Cory most recently assisted the DCC in receiving and managing the DCC's 2020 Assessment Grant. Her responsibilities included Quarterly USEPA Status reports, ACRES database entries, documentation and tracking of nominated sites, reporting, budgetary management of the grants, and primary contact with DCC, USEPA, EGLE, and nominated developers. Ms. Cory will act as the overall project manager and will be responsible for all technical and administrative tasks in support of this assessment grant.

Ms. Julie Barton: Ms. Barton is a Senior Project Manager and has more than 15 years of experience in environmental assessments, project management, federal and state environmental grant program implementation, environmental response activities, corrective action and regulatory compliance management. Ms. Barton will provide day-to-day project management and will supervise field and support staff.

Ms. Megan Napier, PE: Ms. Napier is the Southeast Michigan Regional Business and QAQC Manager, a civil engineer and one of the main engineers for the AKT Peerless service lines with over 20 years of professional experience. Areas of expertise include environmental due diligence, subsurface investigations, Michigan's BEA and Documentation of Due Care Compliance programs, construction consulting and remediation. She has designed and installed a variety of remediation programs involving excavation/off-site disposal, polychlorinated biphenyls, slurry walls, landfill covers, and vapor mitigation systems. Ms. Napier will act as a senior advisor and will support both technical and quality review tasks in support of this assessment grant.

Ms. Samantha Seimer: Ms. Seimer is the Vice President of Economic Development Services. Ms. Seimer has extensive public service knowledge and passion for economic and community development which serves a diverse mix of stakeholders including municipal, business, state, and federal agencies. She is adept at coordinating multi-faceted projects to promote transformation in communities while supporting environmental and development goals and objectives. Ms. Seimer will be AKT Peerless' brownfield incentives lead on the project.

Mr. Kyle Sayyae: Mr. Sayyae is a Senior Project Manager and has more than 10 years of experience in environmental assessments, remediation oversight, environmental response activities, and corrective action and regulatory compliance management.

Mr. Jeremy Fox: Mr. Fox has close to 20 years of experience and serves as a Senior Project Manager/Group Leader at AKT Peerless. His expertise includes environmental due diligence, geophysical, and remediation services. Mr. Fox is trained and certified in the Theory and Practice of Applying Subsurface Interface Radar in Engineering and Geophysical Investigations.

Mr. Colin Holsinger: Mr. Holsinger is a Project Manager with AKT Peerless with the primary responsibility of assessing sites for asbestos, lead-based paint and mold. He is a Michigan Asbestos Inspector with over 10 years of professional experience involving demolition, asbestos inspection, hazardous material surveys, or lead-based paint evaluations.

3.0 Project References

AKT Peerless has been working with USEPA Assessment grants since Michigan's first Pilot Grant was awarded in 1997 to the DCC. Since that time, AKT Peerless has secured, managed and/or utilized over



\$23 million in USEPA Assessment Grants and over \$39 million in USEPA Revolving Loan Funds and Cleanup Grants for over 55 communities. Please refer to Section 3.1 for USEPA Grant assessment project references and description of services.

AKT Peerless has extensive experience and expertise leveraging USEPA Assessment grant programs to spur economic development throughout Wayne County and the City of Detroit. AKT Peerless utilizes grant/loans, tax increment financing, tax abatements, historic tax credits and gap financing to ensure brownfield projects are successful. Please refer to Section 3.2 below for brownfield redevelopment project reference and description of services.

Additionally, AKT Peerless has experience working in the targeted areas. This experience dates back to 1999, as described in Section 1.4, but also includes current projects such as the Belle Isle Service Yard, E. Atwater Parcels and the Henry Ford Health's expansion. Between April 2018 and April 2019, AKT Peerless provided environmental consulting services for the Belle Isle Service Yard under an approximately \$200,000 EGLE grant. These activities have assisted the Michigan Department of Natural Resources (MDNR) continue to redevelop areas of Belle Isle for continued use as a state park. Between October 2016 and January 2018, AKT Peerless provided environmental consulting services for the 1470 and 2122 E. Atwater Street, Detroit, two parcels located along the west riverfront, under an approximately \$1.5M EGLE grant. Project activities resulted in the successful excavation of more than 20,000 tons of contaminated soil and installation of a direct contact barrier to facilitate future use of the site by the MDNR. From June 2017 to 2021, AKT Peerless provided environmental consulting services for the Henry Ford Health System Cancer Center under an approximately \$1.5M EGLE grant. Project activities resulted in the successful excavation of more than 18,000 tons of contaminated soil to facilitate LUST closure and provide for a safe future use of the site by a local hospital.

More recently, AKT Peerless was retained by MDNR to provide environmental due diligence and consulting associated with the transfer of Chevy Commons Park in Flint. That project is anticipated to be completed by December 2023. AKT Peerless was also retained by EGLE to conduct environmental assessments of properties located in the City of Detroit and throughout the State of Michigan funded by a USEPA 104k Brownfield Site Assessment Grant.

3.1 USEPA Assessment Grant and Federal Program References

The following tables provide AKT Peerless references for a few representative USEPA assessment grant and other federal program projects:

Detroit Wayne County Port Authority

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|--|---|
| Entity Name: Detroit Wayne County Port Authority | Contact Name and Title: Mark Schrupp; Executive Director |
| City: Detroit | State: Michigan |
| Phone Number: 313-259-5091 | Email Address: mschrupp@portdetroit.com |
| Years Serviced/Date of Project: 2004-Present | Annual Volume/Contract Amount: \$1,631,000 (total contracts over 18 years) |



| | |
|---|--|
| Entity Name: Detroit Wayne County Port Authority | Contact Name and Title: Mark Schrupp; Executive Director |
| Description of Project or Services: <p>Over the course of three USEPA assessment grants totaling \$1,200,000 between 2005 and 2011, AKT Peerless completed over 65 assessments of sites ranging from small commercial to large industrial sites. It was estimated that these projects resulted in over \$250 Million of other investment into these properties. One of these projects was the Phoenix Award-winning Piquette Square Housing for Homeless Veterans at the site of a former Studebaker factory.</p> <p>AKT Peerless has completed: Site Inventory, Petroleum and Hazardous Environmental Site Assessments (Phase I, Phase II), BEAs, and preparation of DDCCs, Environmental Remediation, Securing UEPA Grants, USEPA Assessment Grant Management, Community Outreach, Brownfield Plans and Economic Development Services, and assisted in securing other funding sources as described below.</p> <p>In 2009, AKT Peerless secured two Michigan Clean Diesel Recovery and Reinvestment Project grants totaling \$451,613 on behalf of the DWCPA. These grants were used for the replacement of diesel engines at Waterfront Petroleum Terminal Company (\$309,913) and Nicholson Terminal and Dock Company (\$141,700). AKT Peerless' grant writing services were provided as in-kind and the resulting project did not include any consulting services or fees for AKT Peerless.</p> <p>In 2010, AKT Peerless secured a \$150,000 NOAA Marine Debris Removal Grant on behalf of DWCPA and project partners Friends of the Rouge and Southwest Detroit Environmental Vision. The grant provided funding for the removal of 23 abandoned boats and other debris from the oxbow channel of the Rouge River along Fordson Island. The tasks were successfully completed and the grant was closed out in 2012. AKT Peerless' grant writing services were provided as in-kind and AKT Peerless' fees for the management of this grant, permitting, field oversight, and reporting totaled \$25,000.</p> <p>Since 2010, AKT Peerless has provided consulting services for DWCPA's Brownfield RLF Program totaling \$4,170,000 in USEPA grant awards. A portion of this funding (\$2,040,000) has been loaned or sub-granted to developers for the successful cleanup and redevelopment of properties in Detroit.</p> <p>In 2015, AKT Peerless secured a \$1,000,000 Clean Michigan Initiative Brownfield Loan and a \$1,000,000 Remediation and Redevelopment Loan for the DWCPA on behalf of Ferrous CAL Company. The purpose of the loan was to allow Ferrous CAL Company to conduct certain due care and additional response activities to rehabilitate a steel mill in Gibraltar for the production of state-of-the-art steel coils for the automotive industry.</p> <p>Government programs utilized include USEPA Assessment grants, USEPA RLF Funding, EGLE grants/loans, NOAA grants, EGLE Clean Diesel Recovery and Reinvestment grants, and EGLE loans. Additional economic development incentives leveraged for specific projects include: brownfield tax-increment finance plans, Act 381 work plans, tax abatements, grants, loans, and/or tax credits.</p> <p>Timothy J. McGahey and Julie Barton are the key AKT Peerless managers of DWCPA grants.</p> | |



Downriver Community Conference

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|---|---|
| Entity Name: Downriver Community Conference | Contact Name and Title: John D'Addona, Brownfield Program Manager |
| City: Southgate | State: Michigan |
| Phone Number: 734-362-3477 | Email Address: John.DAddona@dccwf.org |
| Years Serviced/Date of Project: 1997-Present | Annual Volume/Contract Amount: \$1,682,000 (total contracts over 26 years) |
| Description of Project or Services: | |
| <p>AKT Peerless secured and managed Michigan's first USEPA Brownfield Pilot Project in 1997. Since that time AKT Peerless completed over 125 projects that varied from the assessment of abandoned gas stations and vacant houses to large scale bulk oil facilities, abandoned landfills, as well as large abandoned industrial sites. Including the immense involvement in the conversion of a former superfund paper mill & landfill to the River Raisin National Battlefield Historic Park.</p> <p>AKT Peerless has managed and utilized funding from USEPA Assessment Grants and RLF loans totaling \$20,000,000 over 25 years. This has led to the redevelopment/cleanup of over 100 sites that not only mitigated the environmental hazards, but brought new tax revenue, over 6,000 jobs, while creating over 100 acres of green space.</p> <p>AKT Peerless has completed: QAPPs, Site Inventory, Petroleum and Hazardous Environmental Site Assessments (Phase I, Phase II), BEAs, and preparation of Due Care Plans, securing USEPA Grants, USEPA Assessment Grant Management, securing and managing EGLE Grants and Loans, community outreach, Brownfield Plans, Act 381 Work Plans and economic development services.</p> <p>Federal programs utilized include USEPA Assessment grants, USEPA RLF Funding and Department of Energy (DOE) Energy Efficiency Community Block Grant funds. Additional economic development incentives leveraged for specific projects include EGLE grants and loans, local tax abatements and tax increment financing with Brownfield Plan and Act 381 Work Plans.</p> <p>Jessica Cory is the key AKT Peerless manager for the DCC grants. Megan Napier, Jeremy Fox, Kyle Sayyae and Colin Holsinger have provided due diligence and remediation services through the DCC. Additionally, Samantha Seimer has provided brownfield services for projects that utilized DCC assessment funding.</p> | |

Oakland County

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| Entity Name: Oakland County Michigan | Contact Name and Title: Mr. Bradley Hansen, Environmental Program Coordinator |
| City: Pontiac | State: Michigan |



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|---|---|
| Entity Name: Oakland County Michigan | Contact Name and Title: Mr. Bradley Hansen, Environmental Program Coordinator |
| Phone Number: 248-858-8073 | Email Address: hansenb@oakgov.com |
| Years Serviced/Date of Project: 2014-Present | Annual Volume/Contract Amount: \$178,000 (total contracts over 9 years) |
| <p>Description of Project or Services:</p> <p>Since 2014, AKT Peerless has assisted with managing and utilized three USEPA Assessment Grants for Oakland County, totaling \$1,800,000. The USEPA Assessment grants were utilized in five different communities in Oakland County. AKT Peerless utilized the assessment grants to spur economic development in those communities.</p> <p>AKT Peerless has completed: QAPPs, Site Inventory, Petroleum and Hazardous Environmental Site Assessments (Phase I, Phase II), BEAs, preparation of Due Care Plans, and USEPA Assessment Grant Management and Community Outreach.</p> <p>Additional economic development incentives leveraged for specific projects include: EGLE grants and loans, local tax abatements and tax increment financing with Brownfield Plan and Act 381 Work Plans.</p> <p>Megan Napier is the key AKT Peerless manager for the Oakland County grants. Additionally, Jessica Cory, Jeremy Fox, and Kyle Sayyae have provided due diligence services funded by the Oakland County assessment grant. Samantha Seimer has provided brownfield services for projects that utilized assessment funding.</p> | |

3.2 Brownfield Redevelopment Project References

The following tables provide references for a few representative AKT Peerless brownfield redevelopment projects:

Detroit People's Food Co-op

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|--|--|
| Entity Name: The Detroit Black Community Food Security Network | Contact Name and Title: Malik Yakini, Project Lead |
| City: Detroit | State: Michigan |
| Phone Number: (313) 506-5679 | Email Address: malikyakini@gmail.com |
| Years Serviced/Date of Project: 2017-present | Annual Volume/Contract Amount: \$187,460 (total Developer contract) \$10,000 (total Wayne County contract) \$21,500 (total DWCPA contract) |



| | |
|--|--|
| Entity Name: The Detroit Black Community Food Security Network | Contact Name and Title: Malik Yakini, Project Lead |
| <p>Description of Project or Services: This project involved the redevelopment of 10 parcels located on the southern side of E. Euclid Street, between Woodward Avenue and John R Street in Detroit into a community-owned grocery co-operative. The blighted parcels were owned by the City of Detroit and the Detroit Land Bank. The Detroit Black Community Food Security Network purchased the subject property and began construction of the new grocery in 2022. Construction is expected to be completed by December 2023. The 2-story, 33,000 square foot facility will consist of a co-op grocery store with healthy and locally sources food with a 50-seat café. The second story will have incubator kitchens for food entrepreneurs, banquet space and administrative offices for DBCFSN.</p> <p>AKT Peerless assisted the developer in securing grants and incentives to support this community project. Notably, Wayne County provided financial support to complete Phase I ESA, BEA, Due Care documentation, and NEPA evaluation on behalf of the developer.</p> <p>AKT Peerless also assisted in securing financial and incentives imperative to this new development in Detroit's North End Neighborhood. AKT Peerless worked with the development team to negotiate a payment instead of a 5/50, to ensure a tax increment revenue stream would be available for Brownfield conditions on the site. A Brownfield Plan was approved by the Detroit Brownfield Redevelopment Authority, Detroit City Council, Michigan Strategic Fund (MSF) and Michigan Department of Environment, Great Lakes and Energy (EGLE). The Detroit Wayne County Port Authority supported a \$300,000 EPA RLF sub-grant for contaminated soil removal at the property, along with EGLE support of \$326,110 in tax increment revenue. MSF supported activities included demolition, site preparation and infrastructure in the amount of \$597,675 in tax increment revenue and a \$1.5 million dollar Community Revitalization Program Grant. The City of Detroit also awarded the project a \$2 million dollar Community Development Block Grant along with a Commercial Rehabilitation Abatement (PA 210). The new construction project qualified for a PA 210 because there was a previous commercial use, and the project is a qualified food establishment. The abatement freezes the local property taxes for up to 10 years while school operating, and SET are still levied on the new investment. This allows for greater cash flow in the beginning years of operation while still allowing for some TIF reimbursement for brownfield related costs in the beginning with state support of tax capture and the approximate abatement value for the Detroit Food Commons project is \$1.75 million.</p> <p>Julie Barton and Sam Seimer are the key AKT Peerless environmental and incentives managers of this project.</p> | |

Cardinal Health Medical Distribution Center

| | |
|--------------------------------------|---|
| Entity Name: KIRCO Manix | Contact Name and Title: Dean Kiriluk, Chief Investment Officer |
| City: Troy | State: Michigan |
| Phone Number: 248-680-7180 | Email Address: dean@kirco.com |



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|---|--|
| Entity Name: KIRCO Manix | Contact Name and Title: Dean Kiriluk, Chief Investment Officer |
| Years Serviced/Date of Project: 2012-2016 | Annual Volume/Contract Amount: \$3,164,650 (total contract amount) |
| <p>Description of Project or Services:</p> <p>The Cardinal Health Medical Distribution Center (Cardinal Health) located in Detroit was developed by KIRCO as a state-of-the-art medical distribution facility for Cardinal Health to service Henry Ford Health System, Detroit Medical Center, and other local medical centers. The redevelopment consisted of a newly constructed 275,000 square foot distribution facility on 19.93-acres and represented a new investment of approximately \$32,000,000 for site preparation activities, remediation activities, site development and vertical construction.</p> <p>The site was assembled from 80 individual properties and contained 23 blighted structures requiring hazardous material surveys, abatement, and demolition before redevelopment. These properties included vacant lots, vacant residential homes, commercial parcels, a variety of industrial buildings/properties, and streets and alleys that would require abandonment. A number of the properties required processing through the Land Bank to quiet title in order to provide insurable title. Acquisition of the final parcels included in the project occurred concurrently with final site plan, building design, municipal approval and Brownfield Incentive approval processes.</p> <p>AKT Peerless completed extensive environmental assessments during the acquisition and planning phases of the project. AKT Peerless also conducted remediation activities included identification and removal of ten underground storage tanks, pumping and disposing of 14,600 gallons of impacted liquids, excavation and disposal of contaminated soil, and design and installation of a sub-slab vapor barrier and ventilation system. In addition, asbestos and other regulated materials were removed from 23 blighted structures prior to demolition.</p> <p>AKT Peerless worked with the City of Detroit, Detroit Brownfield Redevelopment Authority, EGLE, MEDC, USEPA and DWCPA to leverage over \$16 million in brownfield tax increment financing, tax abatement, a Community Revitalization Program (CRP) grant, an EGLE grant and loan, and a USEPA RLF loan.</p> <p>The Cardinal Health project was recognized with several national awards for excellence in brownfield redevelopment. A national panel of industry experts selected the project for the nation's highest honor for excellence; the Phoenix Award (Region 5), and Grand Prize (<u>best project in the country</u>). It was also recognized by Brownfields Conference participants for the People's Choice Award. Separately, the project was selected by a second panel of national experts to receive the Renewal Award for Environmental Impact.</p> <p>Timothy J. McGahey and Julie Barton were the key AKT Peerless managers of this project with project support from Jeremy Fox and Kyle Sayyae.</p> | |



640 Temple Redevelopment

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|---|---|
| Entity Name: Temple Group Holdings, LLC | Contact Name and Title: Christos Moisides, Project Lead |
| City: Detroit | State: Michigan |
| Phone Number: 313-575-7880 | Email Address: cmoisides@400monroe.com |
| Years Serviced/Date of Project: 2016-Present | Annual Volume/Contract Amount: \$250,000 (contract total) |
| <p>Description of Project or Services:</p> <p>The 640 Temple Redevelopment Project will rehabilitate the former Standard Accident Insurance Co. building located at 640 Temple Street across from Cass Park in Detroit. The 190,000 square foot Albert Kahn designed building opened in 1920 and is located in the Cass Park Historic District. An estimated investment of \$70 million will construct a 100-room boutique hotel, 70 apartments, restaurant and meeting space and a roof-top pool.</p> <p>The 640 Temple project posed significant financing challenges based on the previous use, cost of redeveloping a 190,000 square foot historic structure with hundreds of historic windows and brownfield challenges. AKT Peerless assisted the development team with conducting all environmental due diligence and completed the Due Care Plan. Additionally, AKT Peerless leveraged several sources of economic development incentives which included: 1) tax increment financing (Brownfield Plan and Act 381 Work Plan; 2) Obsolete Property Rehabilitation Act (OPRA) tax abatement; 3) Community Revitalization Program (CRP) loan; 4) Federal Historic Tax Credit; and 5) mezzanine financing from Invest Detroit.</p> <p>Julie Barton completed environmental activities.</p> | |

Cambria @ The Ashton Redevelopment

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|--|---|
| Entity Name: 600 Ventures II, LLC | Contact Name and Title: Brian Holdwick, Member |
| City: Detroit | State: Michigan |
| Phone Number: 313-999-6445 | Email Address: brian@holdwickdevgroup.com |
| Years Serviced/Date of Project: Groundbreaking Fall 2019 | Annual Volume/Contract Amount: \$90,000 (total contract) |



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|---|--|
| Entity Name: 600 Ventures II, LLC | Contact Name and Title: Brian Holdwick, Member |
| <p>Description of Project or Services:</p> <p>The Cambria @ The Ashton is a creative, historic rehabilitation and new construction project in Detroit’s Commercial Business District. The \$47 million project broke ground in 2019 and opened in 2023. The completed project will deliver an estimated 156 hotel rooms, street level retail space, a 151-car parking garage and 96,975 square feet of office space. The developer, 600 Ventures II, LLC, is a partnership of local, Detroit-based construction and real estate companies, The Means Group Inc. and Holdwick Development Group, and Koucar Management.</p> <p>The project spans two parcels and includes the rehabilitation of the historic 1920 Albert Kahn building at 600 W Lafayette Boulevard and the new construction of the Cambria Hotel at 659 Howard Street. The Hotel will sit above a 2-story parking podium and will also be connected to the historic rehab project via a skybridge.</p> <p>AKT Peerless completed environmental assessments during the acquisition and planning phases of the project and prepared due care compliance documentation to demonstrate the developer’s due care obligations in owning and operating a “facility” as defined by Part 201 of NREPA.</p> <p>AKT Peerless also structured, applied for and secured a Public Act 146 Obsolete Property Rehabilitation Act tax abatement (value: \$3,308,168) for the historic rehabilitation component of the project, a Public Act 210 Commercial Rehabilitation Act tax abatement (value: \$4,666,146) for the new construction component and brownfield tax increment financing (value: \$8,527,689) for the entire scope of the project. AKT Peerless worked closely with the City of Detroit, Detroit Brownfield Redevelopment Authority, MEDC, and DEGC to layer and secure these various incentives.</p> <p>Julie Barton was the key environmental project manager for this redevelopment.</p> | |

Orleans Landing Redevelopment

| | |
|---|---|
| Entity Name: McCormack Baron Salazar | Contact Name and Title: Eric Iglesias, Project Lead |
| City: Detroit | State: Michigan |
| Phone Number: (314) 621-3400 | Email Address: Eric.Iglesias@McCormackBaron.com |
| Years Serviced/Date of Project: 2014-2017 | Annual Volume/Contract Amount: \$493,617 (total contract) |



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|---|---|
| Entity Name: McCormack Baron Salazar | Contact Name and Title: Eric Iglesias, Project Lead |
| Description of Project or Services: <p>The Orleans Landing development is located on what was formerly 7.5 acres of largely vacant, former industrial property adjacent to the Detroit Riverwalk, the Dequindre Cut Greenway, and William G. Milliken State Park. The project involved the construction of 278 new, one and two-bedroom apartments, 10,000 square feet of commercial retail and restaurant space, and high-end amenities (e.g., pool, fitness center, community center).</p> <p>The historical industrial use of the properties left behind USTs, footings and foundations and varying legacy contaminants (PCB-impacted, mercury-impacted, and chlorinated solvent-impacted soil), which presented challenges to redevelopment. Several remediation technologies would be required to achieve the desired redevelopment goals.</p> <p>AKT Peerless' support of this redevelopment project included environmental due diligence, asbestos and other regulated material surveys, brownfield incentive consulting, project management, remediation planning and implementation, oversight and grant/loan compliance. AKT Peerless provided environmental due diligence (Phase I ESA, Phase II ESA, BEAs, and Documentation of Due Care Compliance) and remediation services during the acquisition of 25 separate parcels with various property owners.</p> <p>AKT Peerless' Phase I ESA was performed to satisfy the United States Housing and Urban Development (HUD) requirements and to demonstrate compliance with the National Environmental Protection Act (NEPA). AKT Peerless conducted a geophysical survey to locate abandoned USTs that would later be removed during site preparation activities prior to construction. Additionally, AKT Peerless prepared a self-implementing PCB cleanup work plan, which was subsequently approved by the USEPA.</p> <p>The initial remediation at Orleans Landing included removal of 10 USTs and the characterization and disposal of approximately 26,000 gallons of liquid (comprised of sludges, groundwater, and/or accumulated precipitation), 9,000 tons of non-hazardous contaminated soil and 190 tons of hazardous contaminated soil. In addition, because the development was residential, radon gas infiltration was also a concern. Radon testing was conducted as part of the vapor mitigation system (VMS) design criteria and to satisfy Chapter 9 requirements of the US HUD Multifamily Accelerated Processing (MAP) Guide (Revised January 2016) as well as lender requirements. AKT Peerless designed and oversaw the installation of a vapor mitigation system (VMS) to stop infiltration of the VOCs in the soil as well as prevent migration of radon gas into the structures.</p> <p>AKT Peerless worked with the City of Detroit, Detroit Brownfield Redevelopment Authority, EGLE, MEDC, EPA and Wayne County to leverage over \$30 million in brownfield tax increment financing, tax abatement, a Community Revitalization Program (CRP) loan, an EGLE grant, and a Wayne County EPA RLF loan.</p> <p>Timothy J. McGahey was the key AKT Peerless manager of this project with project support from Kyle Sayyae.</p> | |



Southgate Tower Redevelopment

| | |
|---|---|
| Entity Name: Southgate Tower LLC | Contact Name and Title: Alex Begin, Owner |
| City: Southgate | State: Michigan |
| Phone Number: (248) 250-2740 | Email Address: abegin@gordonbegin.com |
| Years Serviced/Date of Project: 2021-Present | Annual Volume/Contract Amount: \$76,000 (total contract) |
| Description of Project or Services: | |
| <p>AKT Peerless is currently providing environmental consulting services for the Southgate Tower Redevelopment Project on Trenton Road in the City of Southgate. The property consists of approximately 12 acres and is currently developed with a 14-story functionally obsolete office building. This Project will include the renovation of existing vacant commercial office space to multi-family apartments and will radically improve the commercial development area of Southgate inviting other similar developments to follow. Apartment and multifamily housing demand is at a decade-level high, conversely commercial and office vacancy rates have spiked, and hybrid working-from-home situations continue to be the new normal. Investors and lenders are turning towards adaptive reuse of commercial space by converting obsolete properties into new apartments.</p> <p>AKT Peerless' support of this redevelopment project included environmental due diligence, asbestos and other regulated material surveys, brownfield incentive consulting, project management, remediation planning and implementation, and oversight and grant/loan compliance.</p> <p>AKT Peerless worked closely with the City of Southgate BRA, the DCC, and USEPA to leverage over \$4.5 million in brownfield tax increment financing and a \$1.2 million USEPA RLF loan.</p> <p>Redevelopment activities kicked off in June 2023. The project is anticipated to be completed in 2025.</p> <p>Jessica Cory and Samantha Seimer are the key AKT Peerless managers of this project with project support from Kyle Sayyae.</p> | |

4.0 Work Plan and Timeline

AKT Peerless understands that the Wayne County's goal is to utilize these USEPA Brownfield Assessment grants to (1) facilitate improvements in public/environmental health, (2) reduce blight and economic underuse, (3) encourage reinvestment in sustainable urban redevelopment by reclaiming brownfield properties in the target areas and returning them to productive use. The Target Areas include: the SDBA target area in southwest Detroit along the Detroit River; the 8MBA target area which includes the south side of a 4 ¼ mile section of 8-Mile Road corridor in northern Detroit; and the Michigan Avenue target area, a 2 ½-mile stretch of commercial/industrial corridor along Michigan Avenue, between Henry Ruff and South Beech Daly Roads in the City of Inkster. These areas contain a large number of idle brownfield properties. The availability of existing infrastructure coupled with the proximity to existing



manufacturing facilities and international border crossings make the Target Areas ideal locations for brownfield assessment.

The objectives of the grant will be to complete the following activities:

- Continue to coordinate with the Technical Advisory Committee
- Update the Nomination Form
- Complete and obtain USEPA approval of the QAPP
- Identify Brownfield sites through Community Engagement activities
- Prioritize site assessments based on previously established criteria
- Systematically initiate the appropriate assessments of selected properties
- Leverage additional funding to foster redevelopment activities
- Maintain compliance with USEPA Cooperative Agreement

AKT Peerless is committed to assisting Wayne County in meeting its objective of identifying, evaluating and selecting properties for assessment in areas that:

- Meet the goals of Wayne County's Redevelopment and Economic Initiatives
- Enhance current and proposed economic development activity
- Represent active community and business collaboration
- Create sustainable business and economic growth
- Support and expand brownfield redevelopment efforts (private and municipal)
- Improve public access where feasible
- Completed within the proposed grant timeframe of 3 years

AKT Peerless proposed approach to achieve these expected outcomes are described below.

TASK 1 WORK PLAN AND QAPP

WORK PLAN

AKT Peerless understands the Work Plan has been prepared and submitted to the USEPA Project Manager assigned to this Cooperative Agreement. Therefore, this portion of the task is considered complete.

QUALITY ASSURANCE PROJECT PLAN (QAPP)

A USEPA approved QAPP is necessary before any Phase II ESAs can be initiated under the grant. Over 60 QAPPs, prepared by AKT Peerless, have been approved by the USEPA since 1997. Everyone on our project team is extremely familiar with the USEPA requirements for QAPPs. All data generated through assessment activities goes through a data validation process to ensure all data quality objectives (DQOs) are met. Our project team has had 8 QAPPs approved by the USEPA in the last five years with an average length of receiving approval between four and eight weeks.

AKT Peerless will develop and prepare the QAPP in accordance with the guidance presented in USEPA Instructions on the Preparation of a Superfund Division QAPP and Quality Assurance Guidance for Conducting Brownfields Site Assessments (USEPA 540-R-98-038). **As a service to the WCBRA, AKT Peerless will prepare the QAPP as an in-kind service at no cost.**



TASK 2 COMMUNITY ENGAGEMENT – NOT INCLUDED

This task is not included in AKT Peerless proposes services.

TASK 3 ENVIRONMENTAL INVESTIGATIONS

Phase I ESAs

AKT Peerless has completed thousands of Phase I ESAs throughout the country since 1989. AKT Peerless personnel have detailed knowledge of the standards governing Phase I ESAs. AKT Peerless staff were invited to participate in review and comment periods regarding the USEPA Standards and Practices for All Appropriate Inquiry (AAI) standard, (40 CFR Part 312), and participate in the E50 Subcommittee responsible for the review and revision of the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-21 (ASTM Practice E 1527). In addition, AKT Peerless has tailored its standard reports to ensure compliance with USEPA and ASTM requirements.

AKT Peerless' Phase I ESAs will be based on the scope and limitations of the ASTM "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process/Designation E 1527-21" (Standard Practice E 1527-21), which outlines good commercial and customary practice for conducting an ESA and establishing "due-diligence" and according to the USEPA AAI standard. The results of AKT Peerless' ESAs are intended to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner defenses under CERCLA, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

Phase II ESAs

AKT Peerless' Phase II investigation will be based on the ASTM "Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process/Designation E 1903-19. The Phase II investigation typically includes at a minimum, the drilling of soil borings and collection of soil and groundwater samples from the soil borings for laboratory analyses of target parameters. A key component to this phase of work is to answer the end user's question "what does all this data mean to my project?" AKT Peerless will work with the end user to break down the environmental data into practical information and work as a team to develop creative and successful redevelopment strategies.

Hazardous Material Surveys

"Hazardous materials survey" is a broad term meant to describe the sampling and/or inventory of regulated building materials or debris that are often found on brownfield properties. The purpose of these surveys is often to plan for the proper characterization and disposal of these materials. AKT Peerless will work with Wayne County and end users (if available) to develop an appropriate approach and scope for the completion of hazardous materials surveys as the need is identified.

Site-Specific Work Plans and Health and Safety Plans

For every project where a Phase II ESA or Hazardous Material Survey is proposed, Wayne County is required to submit a site-specific sampling and analysis plan (SAP) and health and safety plan (HASP) to the USEPA project manager for review and approval. Given our vast experience with USEPA assessment grants, AKT Peerless understands each USEPA project manager's approach to assessing environmental concerns which tends to expedite the submittal, review, and approval process. AKT Peerless will also facilitate SAP/HASP submittals to the USEPA.



Each year, AKT Peerless manages hundreds of environmental due diligence, remediation, and redevelopment projects throughout Michigan. AKT Peerless has long established relationships with EGLE staff, which will promote planning, reporting, environmental risk management, and maximize the potential to leverage additional private and public funds.

BEAs

AKT Peerless regularly prepares BEAs and appropriate due care compliance documents for clients in southeast Michigan. A BEA allows a prospective owner or operator of a “facility”¹ to obtain an exemption from liability for existing contamination under on Section 20126(1)(c) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

AKT Peerless’ scope of work to complete proposed BEAs will be based on the results of: (1) previously completed environmental investigations, (2) AKT Peerless’ Phase I ESA, and (3) AKT Peerless’ Phase II ESA. The BEA provides a mechanism to manage environmental risks and support the acquisition and redevelopment of brownfields. An adequate BEA must include a Phase I ESA to demonstrate All Appropriate Inquiry and analytical data demonstrating the property meets the definition of a “facility.” Additionally, EGLE has stipulated very strict timing requirements for completion and submittal of BEAs as follows: 45-days to conduct a BEA (before or after purchase/occupancy) and 60-days to submit the BEA to the EGLE. Communication with the end user will be critical for successful completion of a BEA. Therefore, AKT Peerless may work with the end user to ensure timely completion and submittal.

Due Care

Another regulatory requirement is to reuse a property in a manner that does not increase risk to the environment or future occupants, commonly referred to as Due Care. Due Care obligations require that a person who owns or operates property and has knowledge it is a facility must:

- Undertake measures to prevent exacerbation of existing contamination.
- Exercise due care by undertaking response activities to mitigate unacceptable exposure to hazardous substances, mitigate fire and explosion hazards due to hazardous substances, and allow for the intended use of the subject property in a manner that the protects health and safety.
- Take reasonable precautions against the reasonably foreseeable acts or omissions of a third party and the consequences that could result from those acts or omissions.
- Provide notifications to the EGLE and others in regard to mitigating fire and explosions hazards, discarded or abandoned containers, contamination migrating beyond property boundaries, as applicable.
- Comply with land use or resource use restrictions established or relied on in connection with the response activities at the facility.
- Not impede the effectiveness or integrity of any land use or resource restriction employed at the facility in connection with response activities.

AKT Peerless’ technical experience, in conjunction with our extensive redevelopment experience allow us to develop pragmatic and sound solutions to support the intended redevelopment of brownfield properties, in light of the specific nature and extent of the contamination. Compliance with Due Care

¹ A “facility” as defined in Part 201 is defined by Michigan’s cleanup programs as any area, place, or property where a hazardous substance in excess of the established state cleanup standard for residential property has been released, deposited, disposed of, or otherwise comes to be located.



must be re-evaluated in-light of the nature and location of the contaminants in conjunction with changes in the use of the subject property. Documentation of due care compliance must be maintained and demonstrated throughout the use of a “facility” property. In certain circumstances, when exposure pathways have not been mitigated through engineering or administrative controls, a Response Activity Plan (RespAP) may be prepared to outline how a future owner/operator plans to comply with due care obligations. Once the exposure pathway has been mitigated or controlled, a Documentation of Due Care Compliance (DDCC) can be prepared to demonstrate compliance with due care. Due care compliance documents can be submitted to EGLE for review and approval at various stages of redevelopment. However, if EGLE review and approval is necessary the project cost and timelines may need to be extended.

ACRES Reporting

AKT Peerless will also provide summaries to the County’s Project Management Consultant to complete and maintain the property profiles in the USEPA Assessment, Cleanup and Redevelopment Exchange System (ACRES) during the project period.

Deliverable Timelines

The following table chronologically summarizes activity and schedule to complete the assessment activities following selection by the WBRA.

| Activity | Outputs |
|--|---|
| Quality Assurance Project Plan | AKT Peerless will prepare the project QAPP within 4 weeks of contract authorization. |
| Phase I Environmental Assessment | Following confirmation of eligibility from the USEPA and EGLE, AKT Peerless will begin the Phase I ESA immediately and complete/distribute each Phase I ESA within 4 weeks . |
| Phase II Sampling and Analysis Plan and Site-Specific Health and Safety Plan | Within 1 week following the completion of the Phase I ESA, AKT Peerless will complete Phase II Sampling and Analysis Plan and Site-Specific Health and Safety Plan for submission to Wayne County and USEPA. The scope of work for the Sampling and Analysis Plan will be established based on the findings of the Phase I ESA |
| Phase II Environmental Assessment | Upon receipt of approval of the Sampling and Analysis Plan, AKT Peerless will conduct the sampling of the property within 5 to 10 business days. Phase II ESA reports will be completed and distributed within 5 weeks of USEPA approval to proceed. |
| Hazardous Materials Surveys | Upon receipt of approval of the Sampling and Analysis Plan, AKT Peerless will conduct the sampling of the property within 5 to 10 business days. Hazardous Material Survey reports will be completed and distributed within 5 weeks of USEPA approval to proceed. |
| Baseline Environmental Assessment | Within 3 weeks following the completion of the Phase II ESA, a Baseline Environmental Assessment will be completed and distributed. |



| Activity | Outputs |
|---------------------|--|
| Due Care Compliance | Within 3 weeks following receipt of required information from the end user, an appropriate due care document will be completed and distributed. |
| ACRES Reporting | Project summary submitted to Project Management consultant within 1 week of completion of each project environmental due diligence task. |

TASK 4 REPORTING AND CLOSEOUT – NOT INCLUDED

This task is not included in AKT Peerless proposes services.

5.0 ALTERNATE SCOPE SUGGESTIONS

ELIGIBILITY DETERMINATIONS

The site eligibility determination is a unique component of USEPA Brownfield Assessment grants. If requested, AKT Peerless can prepare eligibility determinations for submittal to USEPA and EGLE at a fixed fee of \$500 per submittal. In some cases, the project does not continue after submittal of the eligibility determination due to project ineligibility, developer cancelling due diligence, or other reasons.

ENVIRONMENTAL LIEN SEARCHES

Establishing one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the “Brownfields Amendments”) includes certain *User Responsibilities* as described in 40 CFR 312. Those requirements include conducting a title search to identify environmental liens. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The cost to complete this required task varies by property size, ownership, and number of parcels. If requested, AKT Peerless could assist Wayne County and other stakeholders for each project to develop an appropriate scope to satisfy these requirements.

BROWNFIELD PLANS AND OTHER INCENTIVES

If requested, AKT Peerless can prepare site-specific Brownfield Plans or consult on other development incentives. The cost to prepare a Brownfield Plan varies by project but typical ranges from \$10,000 to \$15,000. The Act 381 Brownfield Plan is the mechanism that allows developers to recoup some costs associated with redeveloping the property via tax increment financing tax. It sets the boundary of the eligible property, defines the costs that will be reimbursed and how the property qualifies as eligible. Brownfield projects typically include layering of other financial incentives, depending on the type of project and redevelopment challenges. AKT Peerless identifies these additional incentives during the brownfield planning process to ensure the project is financially viable and will provide the economic and community benefits that have been proposed. The Brownfield Plan process also involves initial communication with EGLE and MEDC to determine if state school tax capture would be considered, thus requiring the completion of an Act 381 Work Plan. AKT Peerless could also evaluate other state incentives during that time.



It is important to note that actual scope of work and related cost to complete a Brownfield Plan will be based on a number of factors, including communication with the developer, size and complexity of the proposed development, and type of financing included in the development. Complex sites may require additional planning and resources and may be more expensive. AKT Peerless' cost estimate is limited to the Brownfield Plan preparation. Developers should provide a cost share for brownfield plans with complex sites and when the redevelopment includes an Act 381 Work Plan for state school tax capture through EGLE or MEDC, Michigan Community Revitalization Program grants or loans, or EGLE grants or loans.

AKT Peerless has extensive experience with leveraging additional economic development incentives to assist in filling financial gaps for redevelopment projects. This includes grants and loans, State clean-up programs, Michigan's Underground Storage Tank Authority (MUSTA) program, local tax abatements, federal tax credits and a variety of other financing tools. AKT Peerless actively works with the USEPA, EGLE, MEDC and various other state and federal agencies to identify and utilize redevelopment funds. Additionally, AKT Peerless' client base includes over 50 financial institutions which assists many developers with securing senior and mezzanine debt. AKT Peerless will use its expertise and resources to leverage Wayne County's USEPA Assessment grant funds to spur economic redevelopment projects.



Appendix A

AKT Peerless Federal and Local Government Grant/Loan Experience



Michigan Federal and Local Government Grant / Loan Experience

| PROJECT | NOAA Grants | USDOE Energy Grants | USEPA Assessment Grants | USEPA RLF and Cleanup Grants | State Grants | State Loans | Total |
|---|-------------|---------------------|-------------------------|------------------------------|--------------|-------------|--------------|
| Allegan County | | | \$450,000 | \$250,000 | | | \$700,000 |
| Arenac County | | | \$400,000 | | | | \$400,000 |
| Auburn Hills | | | | | | \$572,750 | \$572,750 |
| Artspace Projects Inc., Jackson | | | \$200,000 | | | | \$200,000 |
| Bay City | | | \$600,000 | \$1,400,000 | \$1,933,000 | \$1,000,000 | \$4,933,000 |
| Bay County | | \$587,853 | | | | | \$587,853 |
| Benton Harbor | | | \$300,000 | | | | \$300,000 |
| Birmingham | | | | | \$700,000 | \$300,000 | \$1,000,000 |
| Branch County | | | \$400,000 | | | | \$400,000 |
| Bridgeport Charter Township | | | \$200,000 | | | | \$200,000 |
| Buena Vista Township | | | | | \$9,000 | | \$9,000 |
| Cook County | | \$850,000 | | | | | \$850,000 |
| Delta Institute | | \$500,000 | | | | | \$500,000 |
| Detroit, City of | | | \$200,000 | | | | \$200,000 |
| Detroit/Wayne County Port Authority | \$150,000 | | \$1,200,000 | \$2,820,000 | \$1,475,000 | \$2,250,000 | \$7,895,000 |
| Downriver Community Conference | | \$451,109 | \$3,500,000 | \$13,050,000 | \$5,150,000 | \$1,300,000 | \$23,451,109 |
| Durand | | | | | \$16,650 | | \$16,650 |
| Dundee | | | | | \$38,950 | | \$38,950 |
| East Lansing | | | \$350,000 | | \$1,000,000 | | \$1,350,000 |
| Eaton County | | | \$400,000 | | | | \$400,000 |
| Ecorse | | | \$600,000 | | \$100,000 | | \$700,000 |
| Genesee County Land Bank Authority | | | \$1,800,000 | \$6,450,000 | | | \$8,250,000 |
| Grand Blanc | | | | | \$35,000 | | \$35,000 |
| Grand Traverse County | | | | \$1,000,000 | | \$1,000,000 | \$2,000,000 |
| Gratiot County | | | \$400,000 | | | | \$400,000 |
| Grayling | | | | | \$200,000 | \$80,000 | \$280,000 |
| Hamtramck | | | \$400,000 | | | | \$400,000 |
| Henry Ford Health | | | | | \$200,000 | | \$200,000 |
| Huron County BRA | | | | | \$379,000 | | \$379,000 |
| Ingham County | | | \$200,000 | | | | \$200,000 |
| Ionia County | | | \$400,000 | | | | \$400,000 |
| Jackson County | | | \$950,000 | \$1,000,000 | \$720,000 | | \$2,670,000 |
| Lake County | | | \$400,000 | | | | \$400,000 |
| Lansing BRA | | | \$600,000 | \$850,000 | | | \$1,450,000 |
| Lapeer County | | | | | \$115,000 | | \$115,000 |
| Leelanau County | | | \$200,000 | \$1,000,000 | | | \$1,200,000 |
| Little River Band of Ottawa Indians | | | \$250,000 | \$250,500 | | | \$500,500 |
| Macatawa Area Coordinating Council, Holland | | | \$400,000 | | | | \$400,000 |
| Macomb County | | | \$600,000 | | | | \$600,000 |
| Mecosta County | | | \$400,000 | | | | \$400,000 |
| Michigan Depart. of Environment, Great Lakes and Energy | | | | | \$200,000 | | \$200,000 |
| Michigan Land Bank | | | | \$1,000,000 | | | \$1,000,000 |
| Monroe | | | | \$1,000,000 | | | \$1,000,000 |



Michigan Federal and Local Government Grant / Loan Experience

| PROJECT | NOAA Grants | USDOE Energy Grants | USEPA Assessment Grants | USEPA RLF and Cleanup Grants | State Grants | State Loans | Total |
|--|------------------|---------------------|-------------------------|------------------------------|---------------------|---------------------|----------------------|
| Mt. Pleasant | | \$213,261 | | \$1,200,000 | \$1,528,000 | | \$2,941,261 |
| Muskegon Heights | | | | | \$1,000,000 | | \$1,000,000 |
| Northern Lakes Economic Alliance | | | \$200,000 | | | | \$200,000 |
| Northville | | | | | \$800,000 | | \$800,000 |
| Northville Township | | | | \$200,000 | | | \$200,000 |
| Novi | | \$533,100 | | | | | \$533,100 |
| Oakland County | | | \$1,800,000 | \$1,000,000 | | | \$2,800,000 |
| Osceola County | | | \$400,000 | | | | \$400,000 |
| Owosso | | | | | \$13,700 | | \$13,700 |
| Romulus | | \$105,992 | | | | | \$105,992 |
| Saginaw | | \$566,200 | \$950,000 | | \$6,860,000 | \$50,000 | \$8,426,200 |
| Saginaw DDA | | | | | \$249,000 | | \$249,000 |
| Saginaw County | | | \$1,000,000 | \$1,000,000 | \$67,000 | \$572,000 | \$2,639,000 |
| Saginaw Public Schools | | | | | \$1,061,700 | | \$1,061,700 |
| Sanilac County | | | \$200,000 | | | \$138,000 | \$338,000 |
| Schoolcraft County | | | \$800,000 | | | | \$800,000 |
| Southfield | | \$875,000 | | | | | \$875,000 |
| St. Louis | | | \$400,000 | | | | \$400,000 |
| Sturgis | | | | | \$500,000 | | \$500,000 |
| Taylor | | | | \$1,000,000 | | | \$1,000,000 |
| Tecumseh Products | | | | | \$ 1,000,000 | \$ 1,000,000 | \$2,000,000 |
| Three Rivers | | | \$200,000 | | | | \$200,000 |
| Traverse City / Garfield Twp. Recreational Authority | | | | \$200,000 | | | \$200,000 |
| Tuscola County | | \$489,990 | \$400,000 | | | | \$889,990 |
| Village of Quincy | | | | | \$1,000,000 | | \$1,000,000 |
| Walker | | | | | | \$1,000,000 | \$1,000,000 |
| Washtenaw County | | | \$400,000 | \$2,500,000 | \$1,000,000 | | \$3,900,000 |
| Wayne County | | | \$960,000 | \$1,500,000 | \$1,650,000 | \$1,250,000 | \$5,360,000 |
| West Branch City | | | | | \$150,000 | | \$150,000 |
| West Branch Township | | | | | \$425,000 | \$325,000 | \$750,000 |
| Wyandotte | | | | \$1,000,000 | | | \$1,000,000 |
| Total: | \$150,000 | \$5,172,505 | \$23,510,000 | \$39,670,500 | \$29,576,000 | \$10,837,750 | \$108,916,755 |



Appendix B

AKT Peerless Staff Resumes

Tony R. Anthony

Principal, CPG, CHMM, LEEP-AP, CP

A founding partner at AKT Peerless, Mr. Anthony has over 30 years of professional services consulting experience focusing on environmental investigations, remediation solutions and energy efficiency services.

EDUCATION

MS: Civil Engineering / Wayne State University Detroit, Michigan

BS: Geological Sciences, 1985 / The University of Michigan Ann Arbor, Michigan

Graduate Certificate, 1990 / Hazardous Waste Control

CERTIFICATIONS

Certified Hazardous Materials Manager / Academy of Certified Hazardous Materials Managers (Certificate No. 3434)

Certified Professional Geologist / American Institute of Professional Geologist (Certificate No. CPG- 11460)

Licensed Professional Geologist / State of Indiana (Certificate No. 1059)

Registered Environmental Property Assessor / (REPA No. 3828)

Certified Underground Storage Tank Professional / (State of Michigan CP No. 32)

LEED Accredited Professional / (LEED-AP)

Certified Environmental and Safety Compliance Officer / (CESCO 900296944)

EXPERIENCE

Principal

AKT Peerless Environmental and Energy Services (current)

Planning Commissioner

City of Novi, Michigan

Response Activity Review Panel

State of Michigan

Member of Farmington Corridor

Improvement Authority

Timothy J. McGahey

Vice President National Due Diligence Services

Mr. McGahey has over 20 years of professional experience conducting environmental due diligence for real estate projects. Mr. McGahey specializes in environmental assessment, liability protection, continuing obligations, remediation and mitigation, brownfield redevelopment, and environmental grant and loan programs.

EDUCATION

BS: Environmental Science, 1998 / Aquinas College, Grand Rapids, MI

LICENSES/REGISTRATIONS

Certified Hazardous Materials Manager / Academy of Hazardous Materials Managers (Certificate No. 010213)

Leadership in Energy and Environmental Design / LEED-Accredited Professional

ASTM International Certified Trainer

Certified Environmental Site Assessor of Canada

Hazardous Waste Operations Training / OSHA 29 CFR 1910.120- 40-Hour

AHERA Asbestos Inspector Course

OSHA Confined Space Entrant and Attendant Course

PROFESSIONAL EXPERIENCE

Vice President National Due Diligence Services (2014-present)

Southeast Michigan Regional Manager (2011-2014)

Detroit Regional Manager / Group Leader (2005-2011)

Project Manager / Senior Project Manager (2002-2005)

Environmental Consultant (1999-2002)

AKT Peerless Environmental

Program Manager

Owen Specialty Service (1996-1999)

AREA OF EXPERTISE

Environmental due diligence for real estate transactions, mergers, and acquisition

Brownfield redevelopment

Federal and state grant and loan programs

Low-income housing redevelopment project requirements

Coordination and technical oversight of environmental assessments

Liaison with regulatory agencies

Grant writing

PUBLICATIONS

Great Lakes Banker Magazine A "Different" Tale of Two Cities: How One Consulting Firm Turns Liabilities Into Assets March 2015

NOAA Marine Debris Program *Abandoned and Derelict Vessel Case Study: Fordson Island Debris Removal and Habitat Restoration* September 2015

City of Detroit, Detroit Riverfront Conservancy, and Detroit Economic Growth Corporation *East Riverfront Framework Plan* March 2017 (contributing team member)

Michigan Manufacturing Magazine *Key Environmental Considerations for Any Expansion* July 2019

AKT Collective *Emerging Contaminants and Phase I ESAs* January 2021 (co-author)

Timothy J. McGahey

Vice President National Due Diligence Services

AWARDS

2009 Phoenix Award Region V, Environmental Impact Award, and Grand Prize Runner Up (Piquette Square)

2014 Phoenix Award Region V, People's Choice Award, and Grand Prize (Cardinal Health Medical Distribution Center)

2015 Renewal and Redevelopment Award – Environmental Impact (Cardinal Health Medical Distribution Center)

SUMMARY OF SELECTED PROJECTS

Cardinal Health Medical Distribution Center

Year: 2011-2016

Location: Detroit, Michigan

The Cardinal Health Medical Distribution Center (Cardinal Health) was developed by KIRCO as a state-of-the-art medical distribution facility for Cardinal Health to service Henry Ford Health System (HFHS), Detroit Medical Center, and other local medical centers. The development was intended by Henry Ford Health System to be the inaugural project for its comprehensive community redevelopment plan which will improve hundreds of blighted, contaminated and obsolete properties south of the Detroit hospital campus into a thriving mixed-use neighborhood with residential, commercial, and med-tech businesses. AKT Peerless' scope of work included Phase I and Phase II Environmental Site Assessments (ESAs), strategy consulting, cleanup planning, BEAs, due care documentation, contractor disclosures, waste characterization, remediation oversight, underground storage tank (UST) removal, vapor mitigation design and installation, project management, and incentives consulting. HFHS initially retained AKT Peerless during land assembly to conduct due diligence of more than 100 parcels with historical uses including paint/glass company, restaurant, machine shops, warehousing, rail yard, junk yard, factories, and a bulk fuel storage facility. Subsurface investigations identified petroleum products, volatile organic compounds (VOCs), and metals exceeding soil saturation, indoor air inhalation, and soil direct contact criteria. Remediation included removal of abandoned underground storage tank (UST) systems, impacted soil removal, asbestos and other regulated material abatement, and installation of engineered barriers. AKT Peerless facilitated and managed \$2.5M in grants and loans from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Detroit-Wayne County Port Authority (DWCPA). The project won multiple national awards for excellence in brownfield redevelopment. Mr. McGahey served as the Senior Project Manager, coordinating this project from initial due diligence in 2011 through completion in 2016.

Orleans Landing

Year: 2012-2017

Location: Detroit, Michigan

Scope of Work: This challenging redevelopment was completed on five city blocks of former industrial property near the Detroit River. Extensive environmental assessments were conducted to identify environmental risks, establish liability defenses for the developer, and plan for cleanup and compliance with continuing obligations. Investigation and cleanup efforts were funded through state and federal brownfield grants and loans. The developer utilized U.S. Housing and Urban Development (HUD) financing, which created an additional layer of oversight and regulatory scrutiny. Remediation activities included removal of impacted source areas, underground storage tanks, and building abatement and demolition. Mitigation activities included design and installation of sub-slab depressurization systems in each of the newly constructed buildings. As a result of these efforts, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) approved a Documentation of Due Care Compliance in 2017. This transformational redevelopment includes over 275 apartment units and 10,500 square feet of retail space at the intersection of Detroit's East Riverwalk and Dequindre Cut green spaces. Mr. McGahey served as the Senior Project Manager, coordinating this project from initial due diligence in 2012 through completion in 2017.

Timothy J. McGahey

Vice President National Due Diligence Services

Piquette Square – Housing for Homeless Veterans

Year: 2006-2015

Location: Detroit, Michigan

Scope of Work: This former industrial property was the site of a Studebaker plant and later Piquette Market, which was destroyed by fire in 2005. AKT Peerless worked with the developer, local, and state agencies to find creative solutions for this brownfield site and maximize available incentives. AKT Peerless provided environmental due diligence, brownfield incentives, remediation oversight, grant and loan management, coordinating with multiple state agencies and other stakeholders. Remediation activities included removal of impacted source areas and underground storage tanks. Mitigation activities included design and installation of sub-slab depressurization systems in the newly constructed building. As a result of these efforts, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) approved a Documentation of Due Care Compliance in 2015. In 2011, Piquette Square was awarded the Phoenix Award for Community Impact and was also selected as the First Runner Up for the Phoenix Award Grand Prize. Mr. McGahey served as the Senior Project Manager, coordinating this project from initial due diligence in 2006 through completion in 2015.

FCA Expansion (Peregrine Falcon)

Year: 2018-2022

Location: Detroit, Michigan

Scope of Work: In 2018, AKT Peerless was retained to assist the Detroit Brownfield Redevelopment Authority (DBRA) and the City of Detroit with land assembly, environmental due diligence, liability protection, due care compliance, environmental remediation, and site preparation services for the Fiat Chrysler Automobiles (FCA) expansion project in Detroit. AKT Peerless provided confidential consulting services from the project on-set through completion, which included delivery of seven development areas within the expansion area. The FCA expansion represented a \$4.5 Billion investment in new and upgraded manufacturing at the Jefferson Assembly/Mack Engine Plant, which was to result in the creation of nearly 6,500 jobs. AKT Peerless was a critical partner in the successful acquisition, characterization, and remediation of land for delivery to FCA. The services and expertise AKT Peerless provided had a direct impact on the successful delivery of the required acreage. Mr. McGahey served as the Primary Point of Contact and Senior Project Manager, coordinating this project from initial due diligence in 2018 through completion in 2022.

Detroit East Riverfront Framework Plan

Year: 2018-2022

Location: Detroit, Michigan

Scope of Work: Detroit's East Riverfront District comprises nearly 400 acres of land, from the heart of downtown to the Belle Isle Bridge. Over the past 15 years, with the expansion of the Detroit RiverWalk, the riverfront was transformed from obsolete industrial use to popular greenspace area. Despite this investment, however – and the fast-paced growth in Downtown Detroit – the East Riverfront district was still dominated by vacant and underutilized land. The goal of the East Riverfront Framework team was to develop a comprehensive plan to create a mixed-use district along the Detroit Riverfront. The City of Detroit and the Detroit Riverfront Conservancy assembled a multidisciplinary team of national and local planners, architects, engineers, and other consultants. The process included identifying, prioritizing, and demonstrating funding for a list of potential near-term redevelopment sites. AKT Peerless performed a high-level, district-wide environmental review, developed a tool for estimating environmental costs, and conducted an inventory of available redevelopment incentives. Mr. McGahey served as the Environmental Liaison and Senior Project Manager, coordinating this project.

Jessica Cory

Senior Project Manager / Group Leader

Ms. Cory has over 19 years of professional consulting experience focusing on environmental due diligence, brownfield redevelopment, and federal environmental grant programs.

EDUCATION

BS: Environmental Studies and Applications, 2003 / Michigan State University, East Lansing, MI

LICENSES/REGISTRATIONS

Michigan Asbestos Inspector / Accreditation Number A34295
Hazardous Waste Operations Training / OSHA 29 CFR 1910.120- 40-Hour
AHERA Asbestos Inspector Course
AHERA Asbestos Management Planner Course

PROFESSIONAL EXPERIENCE

Senior Project Manager / Group Leader
AKT Peerless Environmental (2014-current)

Project Manager
AKT Peerless Environmental (2009-2014)

Environmental Consultant
AKT Peerless Environmental (2004-2009)

Project Scientist
Innovative Environmental Solutions (2003-2004)

AREA OF EXPERTISE

Environmental Due Diligence
Nineteen plus years of evaluating potential risk at hundreds a commercial, industrial, and residential properties.

Remediation and Brownfield Redevelopment
Managing and coordinating field investigations including soil, groundwater, and soil gas sampling and the evaluation of the data to identify costs effective options that allow for the safe use and/or redevelopment of contaminated properties.

Federal and State Environmental Grant Programs
Management of various assessment and cleanup grants.

Jessica Cory

Senior Project Manager / Group Leader

SUMMARY OF SELECTED PROJECTS

Riverfront Redevelopment

Year: 2015/2016

Location: (Detroit, Michigan)

Scope of Work: Served as project lead for the redevelopment of 9 acres near the Detroit River. The property was utilized for heavy industrial/manufacturing purposes from as early as the 1880s until the 1980s. In addition, at least 20 USTs/ASTs were documented for the property. Documentation on how the former structures were decommissioned, possible buried fill/building foundations, removal of storage tanks, etc. was not available. These factors combined with the likely soil/groundwater contamination presented hurdles in not only developing preliminary redevelopment costs, but also determining appropriate future land use and suitable structures.

AKT Peerless' subsurface investigation included (1) a geophysical survey, (2) the excavation of dozens of exploratory trenches (test pits) throughout the property ranging in length from 5 feet to over 60 feet in length, (3) supervising a preliminary geotechnical investigation during test pitting activities, and (4) the advancement of soil boring/monitoring wells. Information obtained from AKT Peerless' preliminary assessments are being used by the future Owner/Developer to development appropriate site development plans based on the geotechnical and environmental conditions at the property.

Allen Park Garage

Year: 2014-2021

Location: (Allen Park, Michigan)

Scope of Work: Allen Park DDA acquired a dilapidated/vacant auto service garage to assist with marketing the property for redevelopment as part of their streetscape program. AKT Peerless conducted a Phase I ESA and Phase II ESA of the property which revealed the property formerly operated as a fueling station, the potential existed for abandoned USTs to be present, and soil/groundwater contamination existed as levels suggesting a release(s) from the former use and USTs. AKT Peerless organized a meeting with the property owner and EGLE to discuss practical solutions to assist in the redevelopment of the property. As a result, Refined Petroleum Funds (RPF) were secured, which allowed for the demolition of the dilapidated building and the removal of over 6,000 tons of contaminated soil, both on and offsite. A Part 213 unrestricted residential closure was ultimately received in 2021 allowing the DDA to market the property without future land use restrictions.

Orchard Street Redevelopment

Year: 2015-2020

Location: (Dearborn, Michigan)

Scope of Work: The City of Dearborn acquired a blighted industrial property through tax reversion in 2013 with the intent to prepare the site to be publicly offered to developers to build housing to compliment the surrounding residential neighborhood. The City hired AKT Peerless to conduct a Phase I ESA and Phase II ESA of the property to evaluate potential environmental risks associated with the property prior to redevelopment. Results of the assessments revealed an area of chlorinated solvent contamination. The City acquired an EPA Revolving Loan Fund in 2017 to assist with hazardous material abatement in the building to support demolition of the property as well as what was thought to be a small remedial excavation to remove identified chlorinated solvent contamination. However, through supplemental subsurface investigations by AKT Peerless in consultation with EGLE, it was revealed the chlorinated solvent contamination was deeper and more widespread than originally thought, and possibly migrating offsite. What started as a single contaminated soil being location turned into an estimated 7,000 tons of contaminated soil being removed from the property. Despite numerous challenges, AKT Peerless worked diligently with the City of Dearborn, EGLE, remediation contractors, and offsite property owners to develop a plan to remove the identified contamination to below EGLE's Site Specific Criteria. As a result of this collaboration, an Unrestricted Residential No Further Action (NFA) was achieved in 2020.

Julie Barton

Senior Project Manager

Ms. Barton has more than 15 years of experience in environmental assessments, project management, federal and state environmental grant program implementation, environmental response activities, corrective action and regulatory compliance management.

EDUCATION

BS: Earth Science, 2004 / Central Michigan University, Mt. Pleasant, Michigan

LICENSES/REGISTRATIONS

Michigan Asbestos Inspector / Accreditation Number A36012

Michigan Lead Inspector and Risk Assessor / Michigan Certification Number P-03480

OSHA 29 CFR 1910.120 / 40-Hour Hazardous Waste Operations Training, with annual 8-hour refreshers

AHERA Asbestos Building Inspector Course

Michigan Lead Inspector and Risk Assessor Course

PROFESSIONAL EXPERIENCE

Senior Project Manager

AKT Peerless Environmental

Senior Environmental Consultant

AKT Peerless Environmental

Project Manager

The Traverse Group, Inc.

Environmental Consultant

AKT Peerless Environmental, The Traverse Group, Inc., Innovative Environmental Solutions, Inc.

AREAS OF EXPERTISE

Conducting Phase I Environmental Site Assessments

Coordinating environmental investigations

Management of federal environmental grant programs

Preparation of cost estimates and proposals

Providing oversight of soil and groundwater Phase II ESA subsurface investigations

Preparing Baseline Environmental Assessments

Evaluating the potential environmental risk at commercial and raw-land properties

Julie Barton

Senior Project Manager

SUMMARY OF SELECTED PROJECTS

Henry Ford Health System (HFHS), KIRCO Manix, Cardinal Health

Year: 2011-2015

Location: Detroit, Michigan

Ms. Barton began working on the Cardinal Health project in 2011, when HFHS identified more than 100 parcels of land south of its main hospital campus for a potential future development. The first step was completing due diligence activities on behalf of HFHS, which included a Phase I ESA of the 100+ individually owned parcels, as well as Phase II ESAs to evaluate identified environmental concerns. Historical site uses included paint/glass company, restaurant, machine shops, warehousing, rail yard, junk yard, factories, and a bulk fuel storage facility. These uses resulted in legacy contaminants. Subsurface investigations identified petroleum products, volatile organic compounds (VOCs), and metals exceeding soil saturation, indoor air inhalation, and soil direct contact criteria. HFHS had chosen KIRCO Manix as the developer of over 80 parcels of blighted land within the project area for development of a 275,000 square foot, state of the art, medical supply distribution center. Remediation included removal of abandoned underground storage tanks (USTs) and piping, impacted soil removal, asbestos and other regulated material abatement, and installation of engineered barriers. Remediation began in earnest in April 2014 and the Cardinal Health Distribution Center was opened in May 2015. Ms. Barton managed grants and low-interest loans procured from the Michigan Department of Environmental Quality (MDEQ) and the Detroit-Wayne County Port Authority (DWCPA), which included a \$1M MDEQ grant, \$1M MDEQ loan, and a \$915K Revolving Loan Fund (RLF) loan from DWCPA to perform the remediation activities at the property. The project won multiple Phoenix Awards at the National Brownfields Conference.

Henry Ford Health System

Year: 2017-present

Location: Detroit, Michigan

Ms. Barton worked with Henry Ford Health System (HFHS) on the property located at 2790 W. Grand Boulevard, Detroit, Michigan. The site was a former gasoline filling station with a confirmed release of petroleum products from historical underground storage tank (UST) systems. Soil and groundwater samples indicated significant concentrations of benzene, trimethylbenzenes (TMBs), ethylbenzene, and xylenes remain on and off the site. These concentrations are indicative of the presence of non-aqueous phase liquid (NAPL) and prevented HFHS' redevelopment of the subject property into a state-of-the-art cancer treatment center. Ms. Barton provided environmental consulting services associated with soil remediation activities using funding provided by the State. Ms. Barton prepared work plans and bid specifications and assisted with contractor selection and procurement. Ms. Barton managed field staff that conducted field oversight and coordination of the remediation activities, which included excavation, transportation and disposal of nearly 37,000 tons of petroleum contaminated soil. During the excavation, two abandoned USTs were encountered and removed. AKT Peerless collect verification of soil remediation (VSR) samples and submitted them to the Michigan State Laboratory for analysis. Based on concentrations of petroleum compounds in soil that was unexcavated along the northern property boundary, and extending into the W. Grand Boulevard right-of-way, delineation soil borings will be advanced to achieve the horizontal and vertical extent of NAPL, which will assist in obtaining site closure.

Michigan Department of Environment, Great Lakes, and Energy (EGLE)

Year: 2018-2019

Location: Detroit, Michigan

The Michigan Department of Natural Resources (MDNR) entered into a lease agreement in October 2013 with the City of Detroit to operate Belle Isle as a Michigan state park. Previous environmental investigations were conducted to evaluate and/or remove USTs; however, additional USTs were identified at the site, including one 4,000-gallon diesel UST and one 500-gallon heating oil UST. In addition, the MDNR discovered two abandoned inground hoists while they were performing renovations to turn a former maintenance garage located on the island into the park headquarters/offices. The USTs and hoist removals were necessary to facilitate the redevelopment and renovation activities. Ms. Barton managed funding provided by EGLE associated with UST and hoist removal using the Refined Petroleum Fund (RPF). Between September 12 and 25, 2018, the 4,000-gallon diesel UST (UST-1) and the 500-gallon heating oil UST (UST-2) were removed. Prior to removal, approximately 800 gallons of liquid were pumped from the 4,000-gallon diesel UST. In addition to the removal of the USTs, a total of 345 tons of petroleum impacted soil were excavated from the UST cavities. Due to a precipitation event, approximately 10,000 gallons of rainwater were also pumped from the excavation of UST-2. A total of 20 verification of soil remediation (VSR) soil samples were collected for laboratory analysis. On December 19, 2018, two inground hoists were removed. The Hoist-1 (H-1) cavity was excavated to a depth of four feet below ground surface (bgs), while the Hoist-2 (H-2) cavity was excavated to a depth of 3.5 feet bgs. A total of 10 VSR soil samples were submitted. Based on laboratory analytical results obtained from VSR soil verification sampling from the UST excavation cavities, the grossly impacted soil associated with the former USTs has been removed from the property. Laboratory analytical results from the VSR soil verification sampling of the hoist excavation cavities, remaining concentrations of metals identified within VSR soil samples of the H-1 and H-2 excavation cavities were below the statewide default background levels (SDBLs).

Samantha R. Seimer, MPA, EDFP

Vice President of Economic Development Services

With over seven years of Economic Development experience, Ms. Seimer has developed an inclusive approach to the field that offers efficient management of complex projects. Ms. Seimer has extensive public service knowledge and passion for economic and community development which serves a diverse mix of stakeholders including municipal, business, state, and federal agencies. She is adept at coordinating multi-faceted projects to promote transformation in communities while supporting environmental and development goals and objectives. Ms. Seimer has a significant track record of capital investment and job creation. In her career, she has facilitated over \$211 million in direct local investment resulting in the creation of over 2,000 jobs.

EDUCATION

Master of Public Administration, 2015 / Wayne State University College of Liberal Arts and Sciences, Detroit, Michigan
Bachelor of Arts in Political Science, 2013 / Oakland University College of Liberal Arts and Sciences, Rochester, Michigan

LICENSES/REGISTRATIONS

Economic Development Finance Professional (EDFP)
Certification Number 0420-044
Issued April 21, 2020
The National Development Council

PROFESSIONAL EXPERIENCE

Economic Development Director
City of Farmington Hills

Michigan Economic Developers Association
Vice President – 2021
Co-Chair Emerging Leaders Committee – 2018 to Present

Director of Authorities
City of Auburn Hills

Management Assistant
City of Auburn Hills

Samantha R. Seimer, MPA, EDFP

Vice President of Economic Development Services

SUMMARY OF SELECTED PROJECTS

24205 Orchard Lake Road

Year: 2020

Location: Farmington Hills, Michigan

Scope of Work: Municipal lead for the redevelopment of 24205 Orchard Lake Road, Farmington Hills, Michigan. The .646-acre site is located on the northwest corner of Orchard Lake Road to the east and West 10 Mile Road to the south. The property sat vacant for over seven years has been determined to be an "Eligible Property" as defined by Section 2 of Act 381, as well as it was determined to be both a "Site" and a "Property" under Part 213 due to the open and close release status for two Leaking Underground Storage Tanks (LUST). Reviewed Brownfield Plan for the project and presented before the Farmington Hills Brownfield Redevelopment Authority and Farmington Hills City Council. Responsible for drafting, negotiating, and executing the Reimbursement Agreement following approval of the Brownfield Plan. Ongoing monitoring and ensuring compliance of eligible activity invoices and subsequent tax increment revenue reimbursements.

The Hawk Community Center

Year: 2019

Location: Farmington Hills, Michigan

Scope of Work: The City of Farmington Hills is undertaking a \$22.5 million dollar renovation and reuse of former Harrison High School into a state-of-the-art community center, The Hawk. The redevelopment project required the development of a Brownfield Plan to allow the use of Local Brownfield Revolving Loan Funds (RLF) for Eligible Activities including Predevelopment Activities, Demolition, Asbestos Abatement and Preparation of a Brownfield Plan. Reviewed Brownfield Plan for project and presented to the Farmington Hills Brownfield Redevelopment Authority and Farmington Hills City Council. Authorization of use of RLF contributed an additional \$1.6 million to support the reuse and redevelopment of The Hawk.

Nissan Technical Center North America

Year: 2018

Location: Farmington Hills, Michigan

Scope of Work: Nissan Technical Center North America (NTCNA) located in Farmington Hills, Michigan approached the community seeking support of a \$41 million investment to construct a Safety and Development Center dedicated to testing the crashworthiness of its vehicles. Farmington Hills underwent an overhaul of its Industrial Facilities Exemption Tax Abatement policy and procedures to support the client. This project involved partnerships and support from a variety of stakeholders including, the Michigan Economic Development Corporation, Oakland County, Michigan Works!, Farmington Hills Economic Development Corporation and Farmington Hills City Council. Assisting NTCNA through the City of Farmington Hills public Tax Abatement process and State of Michigan Strategic Fund process resulted in overall public project support of \$1.9 million which will generate over \$300,000 in direct tax revenue annually, creating 40 jobs and retaining an additional 60 jobs.

The Residences at Thirty-Two 50

Year: 2017

Location: Auburn Hills, Michigan

Scope of Work: Municipal lead as the Executive Director of the Tax Increment Finance Authority for the development of the Residences at Thirty-Two 50 located in Auburn Hills, Michigan. Facilitated the strategic sale of this property on behalf of the Auburn Hills Tax Increment Finance Authority for mixed-use residential retail development in downtown commercial corridor. The project included over \$1 million in support from the City Brownfield Redevelopment Authority through a Brownfield Revolving Loan, Michigan Department of Great Lakes and Energy Grant, and an interlocal agreement between the Brownfield Redevelopment Authority and Tax Increment Finance Authority for the use of Tax Increment Revenues to first be used to repay the RLF.

Mound Steel Redevelopment

Year: 2017

Location: Auburn Hills, Michigan

Scope of Work: Municipal lead as the Executive Director of the Brownfield Redevelopment Authority. This project consisted of two Brownfield Plans for sites located at 3505 and 3507 Auburn Road, Auburn Hills, Michigan. The City of Auburn Hills acquired the properties with the intention of readying the site for redevelopment as part of the overall Downtown expansion. Site and environmental conditions were an impediment to redevelopment and the Brownfield Redevelopment Authority authorized the use of Revolving Loan Funds (RLF) to remediate the sites. Local support from the Brownfield Redevelopment Authority resulted in a \$20 million multi-family residential development proposed within the City's Downtown Development Authority.

Megan Napier, P.E.

Regional Business Manager / Senior Engineer / Partner

Ms. Napier has nearly 23 years of professional services consulting experience focusing on environmental due diligence, remediation solutions, property condition evaluations, construction consulting and brownfield redevelopment. Megan received her bachelor's degree in Civil/Environmental Engineering from Purdue University and went on to earn a Professional Engineering license in Michigan, Illinois, Ohio, and North Carolina.

Ms. Napier is a Partner in AKT Peerless and serves as the Business Manager for AKT Peerless' Southeast Michigan Region and a Senior Engineer working on projects across the company. In her role as Regional Business Manager, Megan handles operating budgets, staffing, and property management. As a Senior Engineer, Megan has extensive experience managing large, multi-disciplinary projects. She is responsible for client management, scope and fee negotiations, project budgets, team coordination, subcontractor management, project planning, and senior engineering review. Megan currently oversees a staff of 30 environmental professionals, including licensed geologists, environmental scientists, construction consultants and asbestos inspectors. Megan's regular clients include several national restaurant chains, municipalities, lending institutions, and attorneys.

EDUCATION

BS: Civil/Environmental Engineering, 2000, Purdue University, West Lafayette, Indiana

LICENSES/REGISTRATIONS

Professional Engineer (P.E.)

State of Michigan, North Carolina, Ohio, and Illinois

Hazardous Waste Operations Training / OSHA 29 CFR 1910.120-40 Hour

40-Hour, 8 Hour Refreshers, Supervisor Training

Environmental Professional

As defined in 40 CFR Part 312

Leadership in Energy and Environmental Design (LEED) – Accredited Professional

U.S. Green Building Council

Vapor Intrusion Barrier Inspector Training

PROFESSIONAL EXPERIENCE

Regional Business Manager / Senior Engineer

AKT Peerless (current)

Group Leader / Engineer

AKT Peerless (2004-2009)

Staff Engineer

MACTEC (now known as WSP) (2000-2004)

Megan Napier, P.E.

Regional Business Manager / Senior Engineer / Partner

AREA OF EXPERTISE

Evaluating the potential environmental risk at commercial, industrial, and residential properties
 Management of federal environmental grant and loan programs
 Coordination and technical oversight of environmental assessments
 Liaison with regulatory agencies
 Preparation of bid documents for large-scale demolition projects
 Assessment of commercial and multi-family residential facilities in support of property condition assessments and construction loan monitoring programs
 Project Management

SUMMARY OF SELECTED PROJECTS

Port of Monroe

Year: 2014 – 2018

Location: Monroe, Michigan

AKT Peerless provided economic development and due diligence consulting services for the construction of a new wharf and addressed polychlorinated biphenyl (PCB) contamination concerns within the River Raisin. A total of nearly 30,000 cubic yards of contaminated sediment was dredged from the bottom of the river to deepen and widen the shipping channel and was transported via barge to the United States Army Corps of Engineers' (USACE) confined disposal facility at Pointe Mouillee. The dredging and wharf construction activities were completed with the assistance of Brownfield Tax Increment Financing (TIF), a \$3,000,000 investment loan made by the Michigan Economic Development Corporation (MEDC) through the Michigan Strategic Fund (MSF), and a \$602,550 grant from EGLE.

Hamlin-Adams Brownfield Redevelopment (Christianson Landfill)

Year: 2002 – present

Location: Rochester Hills, Michigan

AKT Peerless worked for a private developer. Project required City of Rochester Hills, USEPA, TSCA, and EGLE approvals. AKT Peerless conducted investigation to define (1) perimeter and depth of the landfill, (2) waste characterization of the interior of the landfill, and (3) extent and concentration of methane gas. Two-thirds of the landfill was composed of municipal sanitary waste and the remaining third contained PCB-contaminated waste (greater than 50 ppm) and hazardous waste by leaching lead. Remedial actions for this site include removal (excavation) of the municipal sanitary waste and containment of the PCB and lead waste. The containment system is designed with a slurry wall that is keyed into a natural confining layer and an engineered cover to prevent water infiltration into the containment area. The cover is designed with multiple layers; geosynthetic clay liner, impermeable geomembrane, and a protective soil layer that will sustain vegetation and includes passive venting with operations and maintenance under Part 201 Due Care responsibilities. The containment design was approved by the City of Rochester Hills, USEPA, and EGLE and was installed in 2021.

Cardinal Health Medical Supply Distribution Center

Year: 2004 – present

Location: Detroit, Michigan

AKT Peerless' scope of work included Phase I and Phase II Environmental Site Assessments (ESAs), strategy consulting, cleanup planning, BEAs, due care documentation, contractor disclosures, waste characterization, remediation oversight, underground storage tank (UST) removal, vapor mitigation design and installation, project management, and incentives consulting. The contamination identified at the property included chlorinated volatile organic compounds (chlorinated VOCs), polynuclear aromatic hydrocarbons (PAHs), petroleum products, metals, asbestos, and other regulated building materials. A feasibility study determined that site remediation would be required and would involve the combination of several remedial technologies. To maximize efficiencies, AKT Peerless utilized Incremental Sampling methodology developed an Interstate Technology & Regulatory Council's (ITRC) Incremental Sampling Methodology, which identified areas of excess soil generated during construction that could be bermed on-site. AKT Peerless also designed and installed engineering barriers (sub-slab passive vapor mitigation system and direct contact barriers).

Kyle Sayyae

Senior Project Manager

Mr. Sayyae has over 10 years of experience in environmental investigations, due diligence, and site remediation, along with knowledge and understanding of many geologic and hydrogeological disciplines and principles.

EDUCATION

BS: Natural Science: Earth Science, 2013 / University of Michigan, Dearborn, Michigan

Associates of Science, 2008 / WCCCD, Taylor, Michigan

LICENSES/REGISTRATIONS

OSHA 29 CFR 1910.120(e)(3)(i) / 40-Hour Hazardous Waste Operations Training

DOT 49 CFR 172.704(a) / General Awareness/Function Specific Training

OSHA 29 CFR 1910.1200 / Hazardous Communication Training

Vapor Intrusion Barrier Inspector Training

EPA AHERA 40 CFR, Part 763 & OSHA 29 CFR 1926.1101 / 2-Hour Asbestos Awareness Training

American Red Cross Certification / Adult First Aid, CPR, and AED

Qualified Powered Industrial Truck Operator / Aerial Work Platforms

PROFESSIONAL EXPERIENCE

Senior Project Manager

AKT Peerless Environmental Services (Current)

Project Manager

AKT Peerless Environmental Services (April 2019 to April 2023)

Senior Environmental Consultant

AKT Peerless Environmental Services (August 2017 to April 2019)

Environmental Consultant

AKT Peerless Environmental Services (April 2013 to August 2017)

Research Assistant and Geoscience Group Leader

University of Michigan, Dearborn (January 2010 to April 2013)

Kyle Sayyae

Senior Project Manager

AREA OF EXPERTISE

Phase I/Phase II Environmental Site Assessments

Baseline Environmental Assessments/Section 7a Compliance Analysis

Environmental Construction Management

Site-Specific statistical interpretation and analysis

Underground Storage Tank Part 213 LUST requirements, activities, and reporting

Landfill monitoring and mitigation system maintenance, vapor mitigation system (sub-slab depressurization system) evaluation, design, construction, installation, inspection, and testing

Completion of Construction Draw Reviews for use in construction lending administration

Hydrogeological and geological case studies, including geological formation, groundwater flow, static water elevation, and contaminant mass transport migration

Project, budget, and staff management

Perform field operations including soil and groundwater sampling, sub-slab and subsurface soil gas sampling, indoor air sampling, monitoring well installation, UST removal, contaminant delineation, vapor intrusion mitigation system work, waste disposal approvals and activities, site remediation and cleanup, and environmental construction oversight

Performing work on sites across Michigan/Ohio using basic environmental and geologic disciplines: groundwater hydrology, energy resources, geomorphology, remote sensing, GIS, hazardous waste management, quantitative analysis, and physical and historical geology

SUMMARY OF SELECTED PROJECTS

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|---|
| Provided environmental consulting for the Redevelopment & Renewal Award and Phoenix Award winning Cardinal Health Brownfield Redevelopment project. These services included project management for environmental due-diligence, grant funding identification and compliance, UST removal and closure, subsurface construction and soil management, and sub-slab vapor barrier installation and testing. |
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| Prepared, designed, installed, inspected, and evaluated numerous vapor mitigation systems, both active and passive. |
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| Assists local municipality with the observation, screening, sampling, and management of a former landfill; including State and local community compliance, operation of a methane mitigation system, and continued evaluations. |
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| Provided environmental consulting/management for 100's of site assessments, including Phase I ESA, Phase II ESA, remedial investigations, mitigation, redevelopment, BEAs, and Section 7a Compliance Analysis throughout Michigan. |
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Connor Jenkins

Environmental Consultant

Mr. Jenkins has training in environmental investigations, site investigations, and site cleanups, as well as knowledge and understanding of many environmental and geologic disciplines.

EDUCATION

BS: Biology, Health and Society; minor in Water and the Environment 2021/ University of Michigan, Ann Arbor, MI

LICENSES/REGISTRATIONS

40-Hour Hazardous Waste Operations Training, Occupational Safety and Health Administration

PROFESSIONAL EXPERIENCE

Environmental Consultant

AKT Peerless Environmental

Lab Analyst, CHEM I & II

Paragon Environmental Laboratories

AREA OF EXPERTISE

Phase I Environmental Site Assessments

Prepare Phase I ESAs for a variety of clients throughout Michigan for a variety of redevelopment projects including industrial, commercial, residential, and mixed-use projects, in accordance with ASTM International Practice E 1527.

Phase II Environmental Site Assessments

Field data collection for a wide variety of projects throughout Michigan in order to delineate potential areas of concern in accordance with ASTM E 1903: Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.

Perform field operations including soil and groundwater sampling, sub-slab and subsurface soil gas sampling, indoor air sampling, and vapor intrusion mitigation system work.

Allissa Cooper

Environmental Consultant

Ms. Cooper has training in environmental investigations, site investigations, and site cleanups, as well as knowledge and understanding of many environmental and geologic disciplines.

EDUCATION

BS: Environmental Biology 2022/ Ferris State University, Big Rapids, Michigan

LICENSES/REGISTRATIONS

40-hour Hazardous Waste Operations Training

PROFESSIONAL EXPERIENCE

Environmental Consultant

AKT Peerless Environmental

AREA OF EXPERTISE

Phase I Environmental Site Assessments

Prepare Phase I ESAs for a variety of clients throughout Michigan for a variety of redevelopment projects including industrial, commercial, residential, and mixed-use projects, in accordance with ASTM International Practice E 1527.

Phase II Environmental Site Assessments

Field data collection for a wide variety of projects throughout Michigan in order to delineate potential areas of concern in accordance with ASTM E 1903: Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.

Perform field operations including soil and groundwater sampling, and sub-slab and subsurface soil gas sampling

Chelsea Mearnic

Environmental Consultant

Ms. Mearnic has training in environmental investigations, site investigations, and site cleanups, as well as knowledge and understanding of many environmental and geologic disciplines.

EDUCATION

BS: Environmental Science Honors; minors in Urban Sustainability and Geology 2021 / Wayne State University, Detroit, Michigan

LICENSES/REGISTRATIONS

40-Hour Hazardous Waste Operations Training, Occupational Safety and Health Administration

PROFESSIONAL EXPERIENCE

Environmental Consultant

AKT Peerless Environmental Services (current)

AREA OF EXPERTISE

Phase I Environmental Site Assessments

Prepare Phase I ESAs for a variety of clients throughout Michigan for a variety of redevelopment projects including industrial, commercial, residential, and mixed-use projects, in accordance with ASTM International Practice E 1527.

Phase II Environmental Site Assessments

Field data collection for a wide variety of projects throughout Michigan in order to delineate potential areas of concern in accordance with ASTM E 1903: Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.

Landfill monitoring and mitigation system maintenance, vapor mitigation system (sub-slab depressurization system) evaluation, inspection, and testing

Perform field operations including soil and groundwater sampling, sub-slab and subsurface soil gas sampling, indoor air sampling, monitoring well installation, contaminant delineation, vapor intrusion mitigation system work, site remediation and cleanup, and environmental construction oversight

Chelsea Mearnic

Environmental Consultant

SUMMARY OF SELECTED PROJECTS

Provided environmental consulting/management for site assessments, including Phase I ESA, Phase II ESA, remedial investigations, mitigation, redevelopment, BEAs, and Section 7a Compliance Analysis throughout Michigan.

Raymond Lee

Environmental Consultant

Mr. Lee has training in environmental investigations, site investigations, and site cleanups, as well as knowledge and understanding of many environmental and geologic disciplines.

EDUCATION

BS: Environmental Science; Concentration in Earth Science 2023 / University of Michigan – Dearborn, Dearborn, Michigan

LICENSES/REGISTRATIONS

40-Hour Hazardous Waste Operations Training, Occupational Safety and Health Administration

PROFESSIONAL EXPERIENCE

Environmental Consultant

AKT Peerless Environmental (June 2023 - current)

AREA OF EXPERTISE

Phase I Environmental Site Assessments

Prepare Phase I ESAs for a variety of clients throughout Michigan for a variety of redevelopment projects including industrial, commercial, residential, and mixed-use projects, in accordance with ASTM International Practice E 1527.

Phase II Environmental Site Assessments

Field data collection for a wide variety of projects throughout Michigan to delineate potential areas of concern in accordance with ASTM E 1903: Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.

Perform field operations including soil and groundwater sampling, sub-slab and subsurface soil gas sampling, monitoring well installation, and vapor intrusion mitigation system work.

SUMMARY OF SELECTED PROJECTS

Provided environmental consulting/management for due diligence projects.

Jeremy Fox

Group Leader

Mr. Fox is a Group Leader at AKT Peerless with over 20 years of professional consulting experience. His expertise includes environmental due diligence, geophysical, and remediation services. Mr. Fox is trained and certified in the Theory and Practice of Applying Subsurface Interface Radar in Engineering and Geophysical Investigations.

EDUCATION

BS: Environmental Health, 2002 / Oakland University - Rochester, Michigan

LICENSES/REGISTRATIONS

OSHA 29 CFR 1910.120 40-Hour Hazardous Waste Operations Training (with annual refreshers)
Certified Industrial Site Storm Water Management Operator I-10075

PROFESSIONAL EXPERIENCE

Group Leader
AKT Peerless Environmental Services (2022 – present)

Senior Project Manager
AKT Peerless Environmental Services (2021 – 2022)

Project Manager
AKT Peerless Environmental Services (2014 - 2021)

Environmental Consultant
AKT Peerless Environmental Services (2004-2014)

Staff/Field Scientist
Innovative Environmental Solutions (2002-2004)

AREA OF EXPERTISE

Environmental Due Diligence
Twenty plus years of evaluating potential risk at hundreds of various commercial, industrial, and residential properties.

Remediation and Redevelopment
Managing and coordinating field investigations including soil, surface water, groundwater, and soil gas sampling and the evaluation of data to identify cost effective options that allow for the safe use of contaminated properties.

Geophysical Services – Conduct and interpret non-intrusive electromagnetic induction and ground penetrating radar surveys.

Jeremy Fox

Group Leader

SUMMARY OF SELECTED PROJECTS

PCB Self-Implementing Cleanup

Year: 2011

Location: Southgate, Michigan

Scope of Work: Project Consultant for the redevelopment of a retail property. The historical use of dust control agents for the maintenance of a former drive-in movie theater on the property had resulted in concentrations of PCBs in soil above the State of Michigan and United States Environmental Protection Agency (USEPA) regulatory limits. Project activities included Phase I ESA, Phase II Subsurface Investigation, development of a soil and groundwater management plan, soil remediation, creation and use of a unique field sampling technique for real-time monitoring of PCBs in remediation verification samples, and stringent regulatory reporting. Working diligently with the client, their contractors and the USEPA, the site was successfully remediated and the project was completed on-time for the corporate mandated grand opening.

The Flatiron of Detroit Street

Year: 2014

Location: Ann Arbor, Michigan

Scope of Work: Project lead on a multi-million-dollar brownfield remediation and redevelopment project that converted an abandoned and contaminated former gasoline filling station to a state-of-the-art mixed use residential and commercial property. AKT Peerless' involvement included the preliminary evaluation of on-site concerns, the subsequent subsurface investigation to determine the nature and extent of contamination, estimation of eligible costs associated with brownfield redevelopment, coordination of remediation activities, and the design and installation of a passive vapor mitigation system.

Wetlands Mitigation Project

Year: 2015

Location: Macomb County, Michigan

Scope of Work: The client was in the process of acquiring property located in Macomb County, Michigan. During the completion of a Phase I ESA prior to the acquisition of the property, AKT Peerless technical staff determined that an oil/gas exploration well was drilled at the site in 1963 and included two "mud pits." Chemicals of concern associated with the "mud" often include petroleum and brines. Prior to the completion of a Phase II ESA, AKT Peerless technical staff conducted a non-intrusive electromagnetic induction (EMI) survey in an attempt to identify the areas of concern as there was very limited information regarding the exact location of the earthen pits. The data would prove useful in determining the location and target depth of the subsequent soil borings and exploratory excavations. AKT Peerless was able to efficiently identify the location of the mud pits using the EMI survey, conduct a targeted Phase II ESA to gather enough subsurface data to evaluate the concerns and provide cost effective solutions in relation to the proposed wetland restoration activities.

Broadway Square

Year: 2020

Location: Clawson, Michigan

Scope of Work: A Phase I ESA identified that a portion of the subject site was historically operated by a dry-cleaning business. Chlorinated solvents were identified in the shallow soil and groundwater at the site. Remedial investigations were completed to further evaluate the nature and extent of contamination and determine the potential for acute and chronic exposures. Temporary engineered controls included the design and installation of an active vapor mitigation system followed up with the remedial excavation of over 5,000 tons of contaminated soils and contaminant plume monitoring. The site is in the process of a 9.5 million dollar commercial and residential redevelopment with the construction of 31 loft-style apartments and additional storefronts in the downtown area. The project is expected to be completed by the Fall of 2021.

Colin Holsinger

Environmental Consultant

Colin has extensive experience managing the environmental and safety aspects of complex decommissioning, demolition, construction and abatement projects from planning through project completion for a wide array of clients. Colin is also well versed in performing environmental due diligence activities

EDUCATION

BS: Biology, expected 2019 / Wayne State University, Detroit, MI

CERTIFICATIONS

State of Michigan Asbestos Inspector / 45988

OSHA / 40-Hour Hazardous Waste Operations Training (with annual refreshers)

NIOSH 582 Equivalency Course for Phase Contrast Microscopy Method / 7400

Aerial Work Platform Operation Permit

EXPERIENCE

Environmental Consultant

AKT Peerless Environmental and Energy Services (current)

Environmental Technician/Industrial Hygienist

Testing Engineers and Consultants. 2013-2014

SKILLS

- Evaluating the potential environmental risks at industrial, commercial and residential properties
- Conducting building inspections to determine the presence of asbestos, lead and other hazardous materials
- Performing industrial hygiene sampling including asbestos, lead, mold and hazardous materials abatement monitoring, negative exposure assessments and indoor air quality studies
- OSHA/DEQ/EPA compliance assurance and oversight during abatement, demolition and construction projects
- Building Decommissioning from initial planning and inspection through project completion

APPENDIX -3: NOTICE TO PROCEED

**COOPERATIVE GRANT AGREEMENT NUMBER 00E03553
APPROVAL FORM
NOTICE TO PROCEED**

NAME OF
CONTRACTOR: _____

SCOPE OF
WORK: _____
(Proposal Attached)

AMOUNT OF PROPOSED
WORK _____

DATE PRESENTED TO COUNTY / WCBRA
REPRESENTATIVES _____

APPROVAL TO PROCEED

I have reviewed the attached scope of work and authorize _____ to
proceed with execution of such work

Date: _____

Date: _____

APPENDIX B: COMPENSATION

Cost of site assessments will be prepared on a project-by-project basis using the fee schedule below.

| TASK | ESTIMATED COST PER SITE | WORK PLAN AVERAGE COST PER SITE | VENDOR HOURS/RATE | COMMENTS |
|--|-------------------------|---------------------------------|---------------------------|---|
| TASK 1: WORKPLAN AND QAPP | | | | |
| Update ACRES Database | NA | NA | NA | If requested by the County, vendor will assist based on the awarded site |
| As-needed Project Status and Activities Updates | NA | NA | NA | |
| QAPP | NA | NA | \$0 | In-kind service (no charge) |
| TASK 2: PLANNING AND COMMUNITY OUTREACH | | | | |
| Provide coordination/support and assist with public/stakeholder meetings, media releases, presentations, and additional outreach services. | NA | NA | NA | If requested by the County, a cost breakdown will be required. |
| Supplies for Presentations, Notices, Brochures, Etc. | NA | NA | NA | In-kind service (no charge) |
| TASK 3: ENVIRONMENTAL INVESTIGATIONS | | | | |
| Site Eligibility Determination | NA | NA | NA | Vendor may submit and bid on eligible property sites |
| Phase I ESA | \$3,000 - \$4,500 | \$3,000 | Include a cost rate sheet | If the actual cost exceeds the Work Plan average cost per site, vendor will be required to provide an explanation and cost breakdown. |
| Site Specific HASPs | NA | NA | \$0 | In-kind service (no charge) |
| Phase II ESA Investigation (with standard report). *HASPs and SAPS to be rolled into the cost | \$9,000 - \$20,000 | \$13,500 | Include a cost rate sheet | If the actual cost exceeds the Work Plan average cost per site, vendor will be required to provide an explanation and cost breakdown. |
| Hazardous Materials Survey | \$2,000 - \$15,000 | \$10,000 | Include a cost rate sheet | If the actual cost exceeds the Work Plan average cost per site, vendor will be required to provide an explanation and cost breakdown. |
| Baseline Environmental Assessment Report (BEA) | \$2,500 - \$4,000 | \$2,500 | Include a cost rate sheet | If the actual cost exceeds the Work Plan average cost per site, vendor will be required to provide an explanation and cost breakdown. |
| Due Care Plan | \$2,500 - \$4,000 | \$2,500 | Include a cost rate sheet | If the actual cost exceeds the Work Plan average cost per site, vendor will be required to provide an explanation and cost breakdown. |
| TASK 4: REPORTING AND CLOSEOUT | | | | |
| Quarterly Reports | NA | NA | NA | Vendors will provide information relative to completed assessments in-kind (no charge) to assist with quarterly and closeout reports as requested |
| Project Closeout Forms | NA | NA | NA | In-kind service (no charge) |
| SITE INVENTORY (if needed) | | | | |
| Collection of technical data for potential brownfield sites and assistance with maintaining brownfield inventory | NA | NA | NA | If requested by the County, vendor will submit a cost breakdown on the service. |

APPENDIX C: LIST OF SUBCONTRACTORS

WAYNE COUNTY
HUMAN RELATIONS/BUSINESS INCLUSION DIVISION
FIRST TIER SUBCONTRACTOR DESIGNATION FORM
 To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form MUST be completed for any contract for supplies/services exceeding \$50,000 or any contract for construction exceeding \$100,000, AND for any contract that takes the CUMULATIVE amount of such contracts over \$50,000 or \$100,000, respectively.

****THIS FORM MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED****

1. CONTRACT NUMBER: 37 - 24 - 003 (Number on Bid Announcement)

TCM NUMBER: _____ - _____ - _____ (Internal use only)

2. Current and/or cumulative contract (check one):

SUPPLIES/SERVICES contract (over \$50,000? YES NO)

OR

CONSTRUCTION contract (over \$100,000? YES NO)

3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)

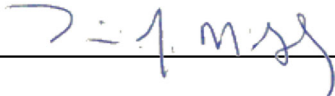
YES* NO

*If you answered "YES", you must complete the next page.

| | | | |
|--|------------------|-----------------------------------|---------------|
| Prime Company Name: AKT Peerless Environmental Services | | Fed Tax ID: 38-3572743 | |
| Address: 333 West Fort Street - Suite 1410 | | | |
| City: Detroit | County: Wayne | State: MI | Zip: 48226 |
| Phone: (313) 962-9353 | | Fax: (248) 615-1334 | |
| Authorized Contact Person: Timothy J. McGahey | | Email: mccahey@aktpeerless.com | |

I declare that all of the information contained in this form is complete and accurate to the best of my knowledge and, as signatory, am authorized to bind the contractor.

Print Name Timothy J. McGahey Title VP Environmental Due Diligence

Signature  Date October 27, 2023

SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name _____

Contract # _____ - _____ - _____

Subcontractor # _____

TCM# _____ - _____ - _____ (Internal use only)

| | | | |
|------------------------|---------------|----------------|-----|
| Company Name | | Fed Tax ID: | |
| Address | | | |
| City: | County: | State | Zip |
| Authorized contact: | Phone: () | Fax () | |
| Subcontract Amount: \$ | | % of Contract_ | |
| Work to be performed: | | | |

Subcontractor # _____

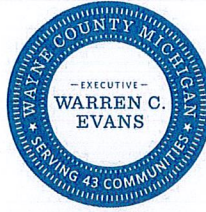
| | | | |
|------------------------|---------------|----------------|-----|
| Company Name | | Fed Tax ID: | |
| Address | | | |
| City: | County: | State | Zip |
| Authorized contact: | Phone: () | Fax: () | |
| Subcontract Amount: \$ | | % of Contract_ | |
| Work to be performed: | | | |

Subcontractor # _____

| | | | |
|------------------------|---------------|----------------|-----|
| Company Name | | Fed Tax ID: | |
| Address | | | |
| City: | County: | State | Zip |
| Authorized contact: | Phone: () | Fax: () | |
| Subcontract Amount: \$ | | % of Contract_ | |
| Work to be performed: | | | |

Subcontractor # _____

| | | | |
|------------------------|---------|----------------|-----|
| Company Name | | Fed Tax ID: | |
| Address | | | |
| City: | County: | State | Zip |
| Authorized contact: | Phone: | Fax: | |
| Subcontract Amount: \$ | | % of Contract_ | |
| Work to be performed: | | | |



APPENDIX D
Consortium Agreement & Terms
SOLICITATION #37-24-003

The Procurement Division, on behalf of the County of Wayne (County), in compliance with the County's Procurement Ordinance, solicited bids/proposals for a consortium model contract with Wayne County as "Sponsoring Entity". Wayne County Procurement has now completed the evaluation for the above referenced solicitation.

Cooperative Purchasing Consortium

The above reference solicitation was competitively bid and awarded. The Procurement Director, in accordance to Section 120-181, is sponsoring an agreement that has been designated as a cooperative contract and AKT Peerless Environmental & Energy Services has agreed to extend their pricing to local municipalities, school districts and units of government within Wayne County and the State of Michigan. Wayne County Procurement is the sponsoring entity of this cooperative agreement under Michigan Association of Counties (MAC) CoPro+ program, a shared services solution program. All purchases under this agreement, either by the sponsoring entity or the ordering entity are subject to the administrative rebate fee.

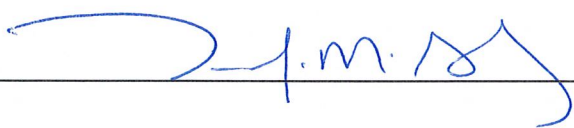
Administrative Fees

An administrative rebate fee of 1.5% will be collected from AKT Peerless Environmental & Energy Services on a quarterly basis. The fee will be calculated against the quarterly sales volume (actual sales) for all purchases made under this agreement. A request for Quarterly Sales Reports will be sent out from M.A.C. (Michigan Association of Counties). M.A.C. is the CoPro+ consortium administrator.

All administrative fees collected under the CoPro+ consortium will be distributed between M.A.C., Wayne County and CoPro+ members that place a sales order against this Master Agreement.

Signature

The Supplier, by their authorized officers and representatives have executed this Addendum to the Contract.

By: 

Date: 02.02.2024

Its: Vice President Environmental Due Diligence