

Tuscola County EDC  
141 S. Almer St.  
Caro, MI 48723

## REQUEST FOR QUALIFICATIONS (RFQ)

**The Tuscola County Economic Development Corporation (TCEDC), as the lead agent of the MI Green Thumb Brownfield Coalition, is soliciting Qualifications from firms interested in providing professional environmental services to support implementation of the TCEDC Coalition's U.S. Environmental Protection Agency (EPA) Brownfield Assessment Grant.**

**The RFQP is open to all qualified environmental professionals (QEPs) capable and qualified to meet the objectives and requirements described in this document. Qualified DBE/MDE/WBE organizations are encouraged to respond.**

**Project Name: Coalition of Tuscola County EDC, Huron County EDC, and Sanilac County EDC FY2024 US EPA Brownfield Assessment Grant**

**RFQ ISSUE DATE:** October 4, 2024

### QUALIFICATIONS SUBMISSION INSTRUCTIONS:

**Copies Required:** One (1) unbound original, 2 bound copies, and one (1) electronic copy on a flash drive. Facsimile or email submissions will not be accepted.

Submissions must be in a sealed envelope labeled with Project Name (**Coalition of Tuscola County EDC, Huron County EDC, and Sanilac County EDC FY2024 US EPA Brownfield Assessment Grant**).

**Due Date and Time:** On or before 4:00 p.m. November 8, 2024

**Submission Delivery Location:** Tuscola County EDC  
141 S. Almer Street  
Caro, Michigan 48723  
Phone: (989) 673 - 2849

Late submissions will not be accepted or considered.

**Questions about submission procedures should be directed to:**

Trevor M. Keyes  
Executive Director / EPA Grant Project Manager  
Tuscola County EDC  
141 S. Almer Street  
Caro, MI 48723  
Phone: (989) 673-2849  
Email: [tkeyes@tuscolaedc.org](mailto:tkeyes@tuscolaedc.org)

Specifications, terms, conditions, and instructions for submitting qualifications are contained herein.

## **INSTRUCTIONS FOR SUBMISSION OF QUALIFICATIONS**

### **SUBMISSION PROCEDURES**

One (1) unbound original, two (2) bound copies, and one (1) electronic copy on a flash drive of the Qualifications Submission must be submitted to:

Trevor M. Keyes  
Executive Director / EPA Grant Project Manager  
Tuscola County EDC  
141 S. Almer Street  
Caro, MI 48723  
Phone: (989) 673-2849  
Email: [tkeyes@tuscolaedc.org](mailto:tkeyes@tuscolaedc.org)

Submissions must be received no later than 4:00 p.m. on November 8, 2024. The Respondent shall assume full responsibility for delivery of the Qualifications Submission to the TCEDC at the appointed hour for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs for the transmission thereof. Late submissions will not be accepted or considered. The Qualifications Submission must be contained in a sealed, opaque envelope clearly labeled with the Project Name and Submitter's company name and address.

Submissions must be signed by a representative of the Respondent organization authorized to submit and establish fees on behalf of the Respondent and bind the Respondent to the terms and conditions of this RFQ.

Upon receipt, all RFQP submissions will be reviewed for completeness in accordance with the threshold and selection criteria contained herein. If threshold criteria are satisfied, the Tuscola County EDC will assess each Respondent's qualifications based upon the selection criteria. Responses that meet the threshold and selection criteria set forth below will be evaluated to satisfy the MI Green Thumb Coalition's expectation of conducting assessment work.

Once the selection committee has reviewed all Respondent proposals, two to three Respondents may be selected for a telephone interview with the selection committee.

Submissions will be opened on or after the submission due date and time, at the sole discretion of the TCEDC.

### **QUESTIONS**

Questions regarding the RFQ may be directed to Trevor M. Keyes, TCEDC, at the above address in writing or e-mail only. All questions or requests for clarifications must be directed to the person listed above.

Disclosing any questions received by the TCEDC to all respondents will be at the sole discretion of the TCEDC. Any attempt to contact another TCEDC member or employee regarding this RFQ may be grounds for disqualification as a vendor. The deadline date to submit questions is October 30, 2024 at 3:00 p.m. Written responses from the TCEDC will be provided via U.S. Postal Service or e-mail to all respondents no later than November 1, 2024 at 3:00 p.m.

## **INSPECTION OF DOCUMENTS**

Documents in the possession of the TCEDC and related to this solicitation, but not included in this RFQ, will be available for review beginning at 9 a.m., October 7, 2024, at the office of Trevor M. Keyes, 141 S. Almer St., Caro, MI 48723. Documents shall not be removed from the office, and the TCEDC will not provide copies to respondents.

## **INCURRED COSTS**

The TCEDC shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the contract(s). Total liability of the TCEDC is limited to the terms and conditions of this request and any resulting contract.

## **ECONOMY OF PREPARATION**

Each response to this RFQ should be prepared simply and economically providing a straightforward concise description of the Respondent's ability to meet the requirements of the RFQ. Decorative bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of the content.

## **NEWS RELEASES, MEDIA ADVISORIES AND MEDIA INTERACTION**

The Respondent shall not discuss the RFQ with any member of the media or issue news releases or media advisories pertaining to this request, or the work to which it relates, without prior expressed approval of the TCEDC. Should a member of the media or press contact the Respondent regarding this request, or the work to which it relates, the media or press should be referred to the TCEDC. This request, the work to which it relates, or any representative of the TCEDC associated with request, or the work to which it relates, shall not be used for referral purposes without expressed approval from the TCEDC.

## **NO THIRD-PARTY RIGHTS**

It is agreed and understood that the contract is made solely for the benefit of the TCEDC and the Respondent, not made for the benefit of any third party, and that no action or defense may be founded upon this contract except by the parties' signatory hereto.

## **DISCLOSURE OF PROPOSAL CONTENTS**

All responses to this RFQ become the property of the TCEDC and shall be subject to disclosure under the Freedom of Information Act. If a proposal contains any information that the Respondent does not want disclosed to the public or used by the TCEDC for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend:

"This information shall not be disclosed outside the TCEDC or be duplicated, used or disclosed in whole or in part for purposes other than to evaluate the proposal; provided that if a contract is awarded to the Respondent, as a result of, or in connection with the submission of such information, the TCEDC shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the TCEDC's right to use information contained herein if obtained from another source."

## **AWARD OF CONTRACTS/REJECTION OF PROPOSALS**

If a Contract is awarded by the TCEDC, it will be awarded to the Respondent deemed the most qualified and responsive as determined at the sole discretion of the TCEDC based on the TCEDC's review of the Respondent's ability to provide the required services. This contract will require completion of the work pursuant to these documents.

The TCEDC reserves the right to reject any and/or all proposals and to waive any irregularity in proposals received, whenever such rejection or waiver is in the TCEDC's best interest. The Respondent to whom the award is made will be notified at the earliest possible date.

The Contract shall not be considered executed unless approved of and signed by the Executive Director of the TCEDC. Signatures on behalf of the TCEDC other than that cited above shall not constitute contract execution by the TCEDC and the contract shall be null and void.

## **TYPE OF CONTRACT**

It is proposed that an indefinite quantity, cost reimbursement contract will be entered into as a result of this RFQ. The contract will have a fee structure based on the fee schedule proposed by the selected Consultant. Only work performed on tasks for which the scope of work and specified maximum, not to be exceeded, cost have been approved by the TCEDC will be compensated. At the sole discretion of the TCEDC, the total contract value may be limited to the amount of funds available under the current U.S. EPA Grant. Negotiations may be undertaken with those Respondents whose qualifications and proposal as to price and other factors show them to be qualified, responsible and capable of performing the work.

The contract with the selected Consultant will require compliance with all Federal U.S. EPA laws, rules, and regulations listed in the TCEDC's U.S. EPA grant, including but not limited to, 40 CFR Part 33. The contract with the selected Consultant will require enrollment in and verification of the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5- 1.7-3 (see attachment).

The TCEDC reserves the right to consider proposal modifications received at any time before the award is made, if such action is deemed to be in the best interest of the TCEDC.

## **CONTRACT DURATION**

This contract will be for a period of four (4) years that matches the term of the cooperative agreement of the U.S. EPA Grant. The contract will include the option to amend or extend the contract beyond the initial four years to accommodate the terms and conditions of the FY24 Brownfields Assessment Grant or future EPA Grants awarded to the TCEDC within this four-year period, if mutually agreed by the TCEDC and the Consultant and provided a market survey conducted by TCEDC indicates that the prices the contractor proposes are reasonable.

## **INSURANCE**

The selected firm will be responsible for providing certificates of insurance to the TCEDC which prove the firm has not less than \$1,000,000 coverage for **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE** and proof of **WORKER'S COMPENSATION INSURANCE** and **EMPLOYER'S LIABILITY INSURANCE**. The Comprehensive General Liability and Property Damage certificate shall name the TCEDC, its officers, employees, agents, and representatives as additionally insured, without exceptions, and shall carry a thirty (30) day

written Notice of Cancellation. The Limit for the Workers' Compensation Insurance and Employer's Liability Insurance shall be the Statutory Limits of the State of Michigan. Proof of the insurances stipulated above shall be provided to the TCEDC within ten (10) working days of a firm receiving notice from the TCEDC of intent to enter into a contract. The acceptance of any such certificate by the TCEDC shall in no way relieve the Consultant of obligations to provide and to cause its subconsultants and subcontractors to provide the insurance herein referenced.

The Consultant and all subconsultants and subcontractors shall, at their own expense, obtain and maintain **AUTOMOBILE LIABILITY** insurance such that it will protect against liability imposed by law for loss or damage, including personal injuries and death arising from the ownership, use or operation of any motor vehicle as specified below:

1. Coverage that complies with the requirements of Michigan Law.
2. Coverage for Owned, Hired, and Non-owned vehicles.
3. Residual liability coverage with a combined single limit of at least \$1,000,000 for both Bodily Injury and Property Damage.

The consultant shall also provide proof of **PROFESSIONAL LIABILITY INSURANCE** which shall insure against acts which are in the nature of professional services performed by architects and engineers. If a contract is entered into, the consultant shall maintain such during the life of the contract. Professional Liability Coverage shall be provided in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

If the selected firm neglects or refuses to provide any insurance required herein, or if any insurance is canceled, the TCEDC may, at its option, terminate its contract with the Respondent or procure such insurance and adjust the contract price downward by the reasonable amount of premiums paid or to be paid.

Notwithstanding anything appearing to the contrary in the Contract Documents, in the event any damages are incurred by the Parties during the work pertaining to this request, the TCEDC and the Consultant agree to initially proceed against such insurance to the extent that it is available and results in payment of such damages and to waive their respective rights of subrogation against each other to the extent valid insurance covers the damages incurred; provided, however, that if any such damages are not insured and/or do not result in payment of such damages, the same shall not affect the liabilities of the Parties as otherwise provided in the Contract.

### **COMPLIANCE WITH 40 CFR PART 33**

The TCEDC encourages qualified DBEs, i.e., Minority Business Enterprises (MBEs) or Women Business Enterprises (WBEs), to respond to this RFQ. The TCEDC also encourages RFQ respondents to identify and include qualified DBE subcontractors in their response.

The Respondent shall clearly identify their status as a DBE or non-DBE in their response. If the Respondent is claiming DBE status, the Respondent shall submit a valid certification as part of the response. If a subcontractor is identified as a DBE, a valid copy of the subcontractor's DBE certification shall be included with the form.

**TERMS, CONDITIONS AND EXCEPTIONS**

The TCEDC does not create any obligation, expressed or implied, of any kind or description in issuing this RFQ or receiving a response. Neither this RFQ nor the response shall be considered as a legal offer.

The TCEDC reserves the right to alter, amend, or modify any provision of this RFQ, or to withdraw the RFQ, at any time prior to the award of a contract pursuant thereto, if it is in the best interest of the TCEDC to do so.

The TCEDC reserves the right to reject any and all responses without cause, waive irregularities or informalities in procedures related to the RFQ, and make inquiries as deemed necessary of Respondents and their references and clients regarding qualifications and information submitted as part of their responses.

Some or all of the work performed under this U.S. EPA Assessment Grant will be subject to federal contractual and cross-cutting provisions. The TCEDC hereby notifies Respondents that a successful award may be contingent upon the agreement and ability of the selected Respondent to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g., Davis-Bacon Act, DBE utilization, etc.).

In the event the selected Respondent(s) do not enter into the required agreement to carry out the purposes described in this RFQ, the TCEDC may commence negotiations with another Respondent.

By submitting a response to this RFQ, each Respondent waives all rights to protest or seek remedies whatsoever regarding any aspect of this RFQ, the selection of a Respondent or Respondents with which to negotiate a contract, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

## **REQUEST FOR QUALIFICATIONS**

### **INTRODUCTION**

The TCEDC is seeking to select an environmental services consultant (Consultant) to assist in fulfilling the Cooperative Agreement and Work Plan obligations of a U.S. EPA Brownfields Assessment Grant awarded to the TCEDC Coalition. The TCEDC will choose a Consultant using a Qualifications-Based Selection (QBS) process in accordance with the procurement policies and procedures of the TCEDC. The QBS process will rely on evaluations of written responses to this Request for Qualifications (RFQ) and subsequent supplemental evaluation processes, such as requests for additional information, as may be instituted by the TCEDC at its sole discretion.

### **BACKGROUND**

The Tuscola County EDC as the lead agent of the MI Green Thumb Brownfield Coalition (Tuscola, Huron, and Sanilac Counties) has been awarded a U.S. EPA Brownfields Assessment Grant of \$600,000 to support redevelopment of brownfields contaminated with hazardous substances. Grant funds will be used to supplement a region-wide inventory of brownfields sites, prioritize those sites for environmental assessment, conduct appropriate environmental assessments, and conduct cleanup planning needed to prepare the sites for redevelopment. Information generated by the Assessment Grant program will be provided to prospective purchasers and developers to encourage the redevelopment of brownfields. The TCEDC has created an Assessment Grant Work Plan (see attached summary) and is now seeking to retain a qualified Consultant to assist in implementing that Work Plan and providing general support for the MI Green Thumb's brownfield redevelopment program.

### **SCOPE OF SERVICES**

The selected Consultant will conduct some or all of the tasks described below:

#### **Task 1 – Implement the Approved U.S. EPA Brownfields Assessment Grant Work Plan**

The TCEDC Coalition has been awarded a U.S. EPA Brownfields Assessment Grant(s) as described above. The selected Consultant will perform the contractual tasks assigned to the environmental consultant in the approved Grant Work Plan. These will include all or some of the following:

- Assist the TCEDC Coalition in designing and conducting community outreach and participation activities;
- Prepare and obtain EPA approval of an appropriate quality assurance plan;
- Prepare Site Eligibility Determinations;
- Plan and perform Environmental Site Assessments (ESAs);
- Conduct cleanup and redevelopment planning allowed under the grant;
- Create and maintain ACRES database entries for each site on which grant funds are expended; and
- Assist with project reporting and other programmatic activities.

## **CONSULTANT SELECTION PROCESS**

The Consultant will be selected using a Qualifications-Based Selection process in accordance with the requirements of 40 CFR 31.36. Interested qualified Respondents are to submit Qualification Statements as described below to the TCEDC for review. After review of submitted qualifications, the TCEDC may request additional information from one or more Respondents. The Consultant will be selected based on qualifications and project understanding as determined to be in the best interests of the TCEDC. All decisions will be final.

## **SUBMISSION OF QUALIFICATIONS**

Qualified Consultants are invited to submit a written qualifications statement to the TCEDC for consideration. The minimum content of that submission is outlined below:

- I. Brief description and history of the firm, including the firm's name, address, contact information, federal identification number and Unique Entity ID (UEI) number.
- II. State the firm's status as a DBE or non-DBE and if a DBE subcontractor is being included as part of the response. If the firm is claiming DBE status for itself or a subcontractor, valid certification must be included in the response. Neither the respondent nor a subcontractor will be considered a DBE without valid certification submitted as part of the response.
- III. Proposed project team and qualifications, including an organization chart identifying all key project team members and demonstration that each team member is qualified to perform the assigned role and tasks.  
  
Listing of subcontractors, their DBE or non-DBE status, and percent of contract to be completed by each.
- IV. Firm qualifications and related experience, with references (contact name, affiliation, telephone number and/or email address), demonstrating the firm's capabilities related to providing services described in the Scope of Services above.
- V. Descriptions of technical and operational approaches for performing the project services described above.
- VI. Representative cost estimates for task activities and deliverables for management of an Assessment Grant and a representative schedule (from Cooperative Agreement execution through first due diligence project) for task activities of an Assessment Grant; these will be used to evaluate the Respondent's practical understanding of the project tasks.

The requested information must be submitted as specified in the **Submission Procedures** section above.

## **EVALUATION OF QUALIFICATIONS**

Qualifications submitted in response to this RFQ primarily will be evaluated according to the following criteria: 1) demonstrated capabilities and experience in the following areas: a) supporting successful brownfield redevelopment programs and projects, b) development and management of brownfield financing programs, c) working with community and governmental agencies; 2) qualifications and availability of project staff; 3) scope of brownfield



redevelopment services provided by the firm; 4) demonstrated understanding of the requirements and tasks associated with successfully managing and operating U.S. EPA Assessment, RLF and Cleanup Grants; and 5) the reasonableness of the cost/price proposal rates. A summary of the specific evaluation factors and associated evaluation weighting criteria is presented below:

1. Demonstrated stability and capabilities of the firm (10%)
  - a. Staff and financial stability
  - b. Capability to meet project staffing and schedule needs
  - c. Geographic availability of staff
2. Demonstrated experience in addressing contaminated properties (20%)
  - a. Properties/projects the firm was involved with, including location, time period, references, initial state, final state, the role of the firm, cost of the project, images/photos
  - b. Processes and policies developed/used in projects
3. Demonstrated experience in effectively engaging with community members and federal and state agencies (10%)
  - a. Community members and organizations
  - b. Federal and state agencies
  - c. Projects and examples of engagement
4. Experience and Capacity of the project team/personnel (20%)
  - a. Project team organizational structure, project position/role descriptions and responsibilities, and key staff assignments
  - b. Qualifications and experience of key project staff related to addressing contaminated properties and technical requirements in the Scope of Services
  - c. Identification and qualifications of all proposed subcontractors and descriptions of the services to be provided
  - d. Capability to access local knowledge and understanding of number, location, and nature of the MI Green Thumb Coalition brownfields
5. Demonstrated understanding of U.S. EPA Brownfields Grants Program Requirements (15%)
  - a. Breadth of U.S. EPA Brownfields Grant support and brownfield redevelopment support capabilities and services
  - b. Understanding of the technical requirements and approaches for conducting the tasks described in the Scope of Services
  - c. Quality assurance and health/safety requirements and procedures
  - d. The Michigan Voluntary Cleanup Program (Part 201) and MDEQ and their relationships with U.S. EPA Grant tasks
  - e. Policies, protocols, laws, and regulations applicable to the conduct of U.S. EPA Grant and brownfield redevelopment activities
6. Reasonableness of cost/price proposal rates (25%)
  - a. Overall project budget breakdown by task, including estimated numbers of grant-specific activities to be completed and work products prepared in each task.
    - i. Development and administration of a Quality Assurance Project Plan, ACRES report updates, progress meetings

- ii. Phase I reports
- iii. Sampling and Analysis and Health and Safety Plans
- iv. Phase II reports
- v. Cleanup planning
- vi. Community engagement costs

Attachment A

**Employment Eligibility Certification**

This Certification is submitted by \_\_\_\_\_, the undersigned, as part of the contract with the TCEDC for the project known as \_\_\_\_\_ entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ . The undersigned affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require all subcontractors who perform work under its contract, to certify to the Contractor that:

1. The subcontractor does not knowingly employ or contract with an unauthorized alien;
2. The subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification at least two years after the term of a contract with a subcontractor.

The TCEDC may terminate the contract if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the TCEDC.

The terms of this Certification shall be incorporated within the contract between the Contractor and the TCEDC.

I, \_\_\_\_\_, verify under the penalties of perjury that the facts set out in the above Employment Eligibility Certification are true.

Witness this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_, \_\_\_\_\_

Printed: \_\_\_\_\_ Title

## Attachment B

**Coalition of Tuscola County EDC, Huron County EDC, and Sanilac County EDC - Brownfield  
EPA Assessment Grant:**

Work Plan Summary for the Brownfields Assessment Grant

**Grant Recipient:** Tuscola County Coalition  
141 South Almer Street  
Caro, Michigan 48723

**Project Contact:** Mr. Trevor Keyes, Director  
Executive Director  
Phone: (989) 673-2849  
E-mail: [tkeyes@tuscolaedc.org](mailto:tkeyes@tuscolaedc.org)

**Project Period:** 10/01/2024 – 9/30/2028

CFDA: 66.818 - Brownfields Assessment, Cleanup and Multipurpose Agreements

RFP: EPA-OLEM-OBLR-23-13: Request for Applications for Brownfields Assessment Grants  
(Coalition)

This project supports EPA Goal 6: Safeguard and Revitalize Communities, Objective 6.1: Clean Up and Restore Land for Productive Uses and Healthy Communities. Specifically, this Brownfields assistance agreement will provide funding to the recipient to inventory and assess brownfield properties for future use and redevelopment.

**Outputs/Outcomes:**

The expected outcome is site reuse of the properties assessed under the grant. The expected outputs include 1 Quality Assurance Project Plan (QAPP), an anticipated 47 reports comprised of Phase I Environmental Site Assessments (ESAs), Hazardous Materials Assessments, and Phase II ESA reports as well as 4 Cleanup Planning documents.

**BACKGROUND:**

The Tuscola County Economic Development Corporation (EDC) is the lead applicant for a Coalition that includes Huron County EDC and Sanilac County EDC. The Coalition's goal is to support brownfield redevelopment and economic revitalization in the cities and villages in the Coalition area.

The Coalition area is identified as the "Thumb Region" of Michigan and is bordered by Saginaw Bay to the west and Lake Huron to the north and east. Saginaw Bay and Lake Huron are both in federal flood plains. Saginaw Bay also adjoins Tuscola and Huron Counties and is identified by the U.S. EPA as a Great Lakes Area of Concern (AOC). About 52 miles of Tuscola and Huron County shoreline adjoins Saginaw Bay, and an additional 68 miles of shoreline in Huron County and Sanilac County adjoins Lake Huron. The Coalition area is located in the Saginaw Bay Watershed, which drains about 15% Michigan and is the largest watershed in the State. The Coalition area includes 9 cities, 21 villages, 77 townships, and 72 unincorporated communities with a total population of 125,659 residents.

Approximately 89% of land in the area is agricultural and used to grow sugar beets, beans, corn, grains, and support cattle and dairy production. In the 1950's and 1960's manufacturing became more prevalent

in the area and was associated with the growth of the automotive industry in Detroit. The industrial facilities were built in the cities and villages with infrastructure to support their operations. Today facilities like forges, metal stamping operations, tool and die shops, injection plastic molding, trucking and freight operations, foundries, and power generation plants are present in the Coalition area. In 2000, Michigan experienced a devastating economic downturn, that, when combined with the national recession in 2008, decimated the manufacturing portion of the Coalition's economy and resulted in vacant manufacturing plants, gasoline stations, commercial centers, and downtown businesses. Even though the economy of the "Thumb Region" has improved since 2008 many of the vacant industrial and commercial properties remain.

The Coalition formed in 2016 to assist communities with addressing brownfields because of a lack funds or expertise in the communities to deal with assessing the brownfields. The Coalition has proven that their efforts work through the completion of their FY2017 and FY2021 U.S. EPA Assessment Grants, which assessed brownfields throughout the Coalition area. The use of grant funds also stimulated several brownfield redevelopments. However, the Coalition also discovered that they had only scratched the surface of evaluating brownfields and additional funds are still needed to continue to assess and redevelop sites.

The highest concentration of brownfields in the Coalition are in cities and villages and are typically located in or near residential neighborhoods, downtown areas, parks, and rivers or streams emptying into Lake Huron or Saginaw Bay. The Coalition will focus grant funds on brownfields in these three Target Areas (TAs): **1) Huron TA - Bad Axe** (population 3,793) – This is the county seat and the largest city in Huron County. It is densely populated with residential neighborhoods intermingled with commercial and industrial sites in a 2.3 sq. mi. area. According to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) it has over 40 known brownfield sites. These sites range from current and former gasoline station and fuel depots to dry cleaners to industrial/manufacturing sites located near residential areas and downtown Bad Axe. **2) Sanilac TA - Brown City** (population 1,300) – It is located in the southwest portion of Sanilac County and encompasses about 1.1 sq. mi. Brown City is predominately a residential town industrial and commercial properties along Michigan Highway 90 (M-90) that is Main Street and adjacent to the railroad tracks that bisect the town from the southeast to the northwest. According to EGLE, Brown City has 10 identified brownfield sites, which are in or near residential neighborhoods. **3) Tuscola TA - Vassar** (population 2,751) – It is in the southwest portion of Tuscola County and bisected by the Cass River, which is in a federal flood plain. Vassar consists of residential, commercial, and industrial areas all located in a 2.1 sq. mi. area. Approximately 40 known brownfield sites are in the city limits with many located near the Cass River and residential neighborhoods.

#### **PROJECT SPECIFIC OBJECTIVES:**

This grant will fund community outreach, prioritization of eligible sites, QAPP preparation, site assessments and cleanup planning. An anticipated 47 reports comprised of Phase I ESAs, Hazardous Materials Assessments, and Phase II ESA reports as well as 4 Cleanup Planning documents will be prepared during the grant period. Once the US EPA Assessment Grant Cooperative Agreement is executed by both parties, the Coalition will identify, evaluate, and select specific properties that will utilize the grant monies.

The Coalition's objective is to focus grant funds on addressing brownfields in the following target areas (TAs):

**Huron TA - Bad Axe** (population 3,793) – This is the county seat and the largest city in Huron County. It is densely populated with residential neighborhoods intermingled with commercial and industrial sites in a 2.3 sq. mi. area. According to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) it has over 40 known brownfield sites. These sites range from current and former gasoline station and fuel depots to dry cleaners to industrial/manufacturing sites located near residential areas and

downtown Bad Axe. 2) **Sanilac TA - Brown City** (population 1,300) – It is located in the southwest portion of Sanilac County and encompasses about 1.1 sq. mi. Brown City is predominately a residential town industrial and commercial properties along Michigan Highway 90 (M-90) that is Main Street and adjacent to the railroad tracks that bisect the town from the southeast to the northwest. According to EGLE, Brown City has 10 identified brownfield sites, which are in or near residential neighborhoods. 3) **Tuscola TA - Vassar** (population 2,751) – It is in the southwest portion of Tuscola County and bisected by the Cass River, which is in a federal flood plain. Vassar consists of residential, commercial, and industrial areas all located in a 2.1 sq. mi. area. Approximately 40 known brownfield sites are in the city limits with many located near the Cass River and residential neighborhoods.

(1) **Tuscola TA – Vassar** is the **former Vassar Coating site** (211 Sherman St. – 0.95 acre). This site is situated adjacent to the main railroad spur that runs through town and is adjacent to a residential neighborhood. The priority site is a former manufacturing facility with potential contaminants such as VOCs, chlorinated solvents, PAHs, and heavy metals. The Coalition identified the **former Vassar Coating site** as a priority site because assessment is needed to make sure the building is safe to occupy. Based on its industrial history there are concerns about contamination impacting the air quality in the building. The Coalition is also concerned about contamination migrating into the residential neighborhood to the west of the site and the assessment will help determine if cleanup planning is required. The site is also situated along railroad tracks and has a high redevelopment potential.

(2) **Huron TA - Bad Axe** is the former City of Bad Axe Dump (Thompson Rd – 10 acres). The site is in the south portion of town in an area of industrial and manufacturing developments and near residential neighborhoods. The City of Bad Axe Dump site consists of about 10 acres and was used for the disposal of residential and industrial refuse from at least 1941 to 1968. The site has been vacant since 1968. Because the City of Bad Axe Dump was not a licensed landfill, it was not lined, monitored, regulated, or appropriately capped when closed. Contaminants likely include methane, VOCs, PAHs, PCBs, heavy metals, and general refuse. The Coalition identified the City of Bad Axe Dump as a priority site because environmental assessment is required to understand if contaminated vapors pose a risk to business and residents adjoining the site. The Coalition also sees an opportunity to redevelop the 10-acre parcel as a solar farm to help offset energy costs for residents and businesses.

(3) **Sanilac TA - Brown City**. The priority site is near the high school in the northeast portion of the town. The site was originally developed as a dairy bottling facility and was then converted to the bus garage in 1972. The site formerly had underground storage tanks but the environmental condition of the site is unknown. Potential contaminants are VOCs, chlorinated solvents, PAHs, and heavy metals. The Brown City Bus Garage was chosen as a priority site because little is known about its environmental condition. The site is very likely to be redeveloped and the Coalition wants to assist Brown City with adequately understanding environmental concerns at the site and help them plan appropriately for the redevelopment.

It is also anticipated that other commercial/industrial sites located in the Coalition area will be assessed as business/developer interest or citizen concern occurs during the grant project.

**The grant project will take place within the Coalition area, which is Tuscola, Huron, and Sanilac Counties. Site selection criteria will include the following factors:** 1) sites identified pose an imminent threat to public health and welfare or 2) sites with strong potential for job creation, attraction/retention of businesses, and enhancing the quality of life within the community. Priority will be given to those projects that are located within the target areas.

The Coalition's intent is to leverage the grant dollars by using funds to support and expand brownfield redevelopment efforts that are being driven by private and municipal investment.

Once a site is prioritized for assessment, the Coalition will submit an eligibility determination to the U.S. EPA. The Coalition will evaluate ownership issues, liability, NPL status, likely contaminant sources, etc.

to determine if sites are eligible for support with grant funds. Those properties initially deemed ineligible will be removed from the selection process.

The goals for Brownfield Redevelopment as it relates to utilization of the US EPA Assessment Grant include:

- 1) protect prime agricultural land;
- 2) increase growth/development in local cities and villages with existing infrastructure, governmental services, and planning/zoning to accommodate development; and
- 3) practice environmental conservation to protect rivers and tributaries feeding Saginaw Bay and Lake Huron.
  - The Coalition will achieve these goals by using Grant funds to access priority sites in the TAs.
  - Assessing and characterizing a number of sites in the Coalition area by completing Phase I and Phase II Environmental Site Assessments, Hazardous Materials Assessments, and cleanup planning.

The US EPA Brownfield Assessment Grant, by financially assisting in defining the environmental problems, will lay the foundation for redevelopment and job creation, specifically in the Target Areas and other priority sites.

#### **MANAGEMENT AND COORDINATION:**

Tuscola County EDC will be the grantee. The governing body will consist of the executive director of the Tuscola County EDC, the executive director for the Huron County EDC and Sanilac Regional Economic Consortium. This structure was used during the successful FY2017 EPA Assessment Grant. Coalition members will utilize a Memorandum of Agreement (MOA) signed in the current year between the current partners. The project team will be led by Mr. Trevor Keyes, Executive Director of the Tuscola County EDC, who has over 13 years of economic development experience. Mr. Keyes will oversee the grant operations, which includes community outreach, marketing, initial project evaluations, site/loan document preparation, reporting, etc., and management of the environmental consultant. He will be assisted by the Grant Administrator for the Tuscola County EDC, Michael Clinesmith, for payment requests and transfers through the Automated Standard Application for Payments (ASAP) system and will be responsible for establishing and managing the program's financial accounts. Samantha Schnettler, Executive Director of the Economic Development Corporations for the Counties of Huron and Sanilac, will also be key member of the project team. Ms. Schnettler will be an integral part of the team because of her experience and partners in Huron and Sanilac Counties.

#### **TASK DESCRIPTIONS AND COST ESTIMATES.**

##### **TASK 1 – Programmatic Activities and Outreach: \$ 10,000 Estimate**

The Coalition will issue and advertise a Request for Qualifications (RFQ) for an environmental consultant. The Coalition will solicit qualified consulting firms through an open, competitive public Request for Qualifications (RFQ). Upon evaluation of the qualifications received, the Coalition will select a firm to retain as the qualified environmental professional (QEP) using qualifications-based selection criteria in accordance with applicable federal procurement rules (2 CFR 200.317 through 200.326). The selected QEP has experience in the Coalition area, the capacity to complete the project in 4 years, and has a proven track record of success with EPA Brownfields assessment projects. The QEP will perform all of the work specified under the contractual category for this grant.

**Coalition Personnel (\$4,000): Programmatic Activities and Outreach:** The Coalition will complete the following:

- The Work Plan will be prepared.
- The Cooperative Agreement (CA) will be executed.
- Quarterly reports will be submitted to the U.S. EPA; the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) will be updated; and final project closeout documentation will be submitted.
- Staff will attend brownfields training programs.
- A project “kick-off” meeting will be hosted by Coalition members.
- Community outreach activities including updating websites and social media, meetings in target areas, and notifying residents about assessments will be conducted.

**Programmatic Travel (\$2,000):** Travel (airfare, lodging, per diem) for one Coalition member to attend one EPA Brownfield Conference.

**Contractual: \$4,000:** Costs include consultant assistance on technical summaries for quarterly reports, updating and maintaining ACRES, monthly progress meetings, and outreach activities throughout term of grant.

**TABLE 1: TASK 1 SCHEDULE**

ACTIVITIES	MILESTONES	DUE DATE
Maintain Compliance with CA, grant, and financial reporting	Quarterly Progress Reports, Annual MBE/WBE Reports, Annual Federal Financial Report (SF-425), Final Report	Compliance begins October 2024 and continuing throughout grant cycle; Quarterly reports-January 2025 through end of term; Sept. 2029; MBE/WBE and federal financial annual reports begin October 2024 through end of term; final report due Sept. 2028
Participate in U.S. EPA Brownfield Conference and other brownfield conferences and seminars	N.A.	To be determined
Track outputs/outcomes; seek partners and leveraging funds from State, and Federal resources.	N.A.	Beginning October 2024 and continuing throughout grant cycle
Planning and Implementing community engagement and outreach (detailed in the text above)	Press releases and Outreach materials	Beginning October 2024 and continuing throughout grant cycle

**TASK 2 – Inventory and Prioritization \$8,000 estimate**

**Coalition Personnel (\$5,000): Programmatic Activities and Outreach:** The Coalition members will meet with stakeholders to identify and prioritize sites, conduct site visits, and coordinate site access.

**Contractual: \$4,000:** Costs include QEP assistance in site selection and prioritization. The Coalition members and QEP to update/maintain inventory of brownfield sites.



**TABLE 2: TASK 2 SCHEDULE**

ACTIVITIES	MILESTONES	DUE DATE
Create template for input of brownfield data collection specific to sites	Brownfields Inventory Intake Document	October 2024
Develop a prioritization system	Prioritization system	October 2024

**TASK 3 – Site Assessment:** \$564,000 Estimate

**Contractual:** The \$564,000 budget includes costs for a QAPP with annual updates, 25 Phase I Environmental Site Assessments (ESAs) per ASTM E1527-13, 6 hazardous material assessments and 16 Phase II ESAs per ASTM standards and State guidance. The Coalition intends on using the US EPA Assessment Grant to fund the Phase I ESAs following ASTM and All Appropriate Inquiry standards utilizing the qualified environmental consultant. The Coalition will make initial eligibility determinations for sites and submit necessary documents to the EPA for their affirmation. Once Phase I ESAs are completed, the findings will be entered in ACRES and information will be submitted with the corresponding quarterly report(s) to EPA. Prior to commencement of any Phase II Assessment fieldwork, a Sampling and Analysis Plan (SAP) along with a Health and Safety Plan (HASP) will be prepared for the EPA. Phase II reports will be prepared upon completion of field activities and receipt of analytical data.

**TABLE 3: TASK 3 SCHEDULE**

ACTIVITIES	MILESTONES	DATE TO BE SCHEDULED
Conduct Pre-Quality Assurance Project Plan (QAPP) call with EPA	Conference Call with QEP and EPA	December 2024
Prepare Draft QAPP	Draft QAPP submission to EPA	January 2025
Identify selected sites and prepare site eligibility determinations	Brownfield eligibility determination memos	On an as needed basis throughout grant cycle
Phase I and AAI Checklist	Phase I ESAs in compliance with ASTM E1527-13 and All Appropriate Inquiry	Beginning December 2024 upon approval of eligibility requests through September 2028
Prepare Site-Specific Sampling and Analysis Plans and Health and Safety Plans for sites selected for Phase II investigations	Site-Specific SAPs and HASPs	Upon completion of Phase I ESA (for sites prioritized for Phase II)- Beginning February 2025 throughout term of the grant
Phase II ESAs and Hazardous Materials Assessment	Phase II Reports and Hazardous Materials Assessment Reports	Beginning March 2025 throughout term of the grant.

**TASK 4 — Cleanup Planning: \$18,000 Estimate**

**Contractual:** The \$18,000 budget includes costs to develop 4 cleanup plans where redevelopment is imminent. This may include preparation of Remedial Action Plans, assessment of brownfield cleanup and redevelopment alternatives, and/or preparation of Brownfield Plans/Work Plans to support acquisition of tax increment financing (TIF).

**TABLE 4: TASK 4 SCHEDULE**

ACTIVITIES	MILESTONES	DATE TO BE SCHEDULED:
Development of Cleanup Planning Documentation	Cleanup Plans	On an as needed basis throughout grant cycle

**BUDGET**

Table 5 reflects the anticipated budget of \$600,000 for the Tuscola County Coalition EPA Assessment Grant.

TABLE 5: PROGRAM TASKS	TASK 1: PROGRAMMATIC OUTREACH	TASK 2: INVENTORY, PRIORITIZATION	TASK 3: PHASE I /PHASE II	TASK 4: CLEANUP PLANNING	BUDGET
Personnel	\$4,000	\$5,000		\$2,000	\$11,000
Travel	\$2,000				\$2,000
Contractual	\$4,000	\$3,000	\$564,000	\$16,000	\$587,000
<b>Total</b>	<b>\$10,000</b>	<b>\$8,000</b>	<b>\$564,000</b>	<b>\$18,000</b>	<b>\$600,000</b>