

**STATE OF MICHIGAN**  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
 PROCUREMENT

315 W. ALLEGAN STREET  
 LANSING, MI 48226

P.O. BOX 30028  
 LANSING, MI 48209

**CHANGE OF CONTRACTOR NAME and/or TAX ID NUMBER**

CHANGE NOTICE NO. 14  
 to  
 CONTRACT NO. 071B9200234  
 between  
 THE STATE OF MICHIGAN  
 and

CURRENT NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Birchler Arroyo Associates, Inc. 28021 Southfield Road Lathrup Village, MI 48067	David Birchler	dave@clearzoning.com
	PHONE (248) 423-1776 x12	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY) 7690

NEW NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Giffels Webster Engineering, Inc. 1025 E. Maple Road, Suite 100 Birmingham, MI 48009	David Birchler	dbirchler@giffelswebster.com
	PHONE (248) 598-5157	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY) 1448

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DNR	Deborah Jensen	(517) 284-6105	JensenD1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Joshua Wilson	(517) 284-7027	WilsonJ31@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Management Planning Services – Michigan Department of Natural Resources Parks and Recreation Division (DNR-PRD).			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
June 30, 2009	December 31, 2011	6 – 1 Year	December 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
2%   NET 13 – 1%   NET 23 – NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 912,795.00		\$ 0.00	\$ 912,795.00	

DESCRIPTION: Effective August 31, 2016, Contractor's Name and Tax ID is hereby updated.

All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement, and DTMB procurement approval.

**STATE OF MICHIGAN**  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
 PROCUREMENT

525 W. ALLEGAN STREET  
 LANSING, MI 48933

P.O. BOX 30026  
 LANSING, MI 48909

CHANGE NOTICE NO. 13  
 to  
 CONTRACT NO. 071B9200234  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Birchler Arroyo Associates Inc 28021 Southfield Road Lathrup Village MI, 48067	David Birchler	dave@clearzoning.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(248) 423-1776 x12	*****7690

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DNR	Jensen, Deborah	517-284-6105	JensenD1@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Joshua Wilson	(517) 284-7027	WilsonJ31@michigan.gov

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Management Planning Services – Michigan Department of Natural Resources Parks and Recreation Division (DNR-PRD).				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 30, 2009	12/31/2011	6 - 1 Year	December 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
2% 13 – 1% 23 – Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 928,245.00		\$ (15,450.00)	\$ 912,795.00	

**DESCRIPTION:** Effective February 1, 2016, the current value is hereby decreased \$15,450.00 due to the following:

- The attached General Management Plan for Muskegon State Park (excluding step 1C and 5A-C) totaling \$48,550.00 is hereby incorporated into the Contract; and
- Phase 2 Plans for Warren Dunes, Saugatuck, Holland and Grand Mere State Parks are hereby removed from the Contract for a total of \$64,000.00 per Change Notice 3 fully executed September 23, 2011.

All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement, and per DTMB Procurement approval.



PO # \_\_\_\_\_

Muskegon State Park General Management Plan  
Contract No. 071B9200234

Timeline and Cost Proposal

STEP	DESCRIPTION OF PROCESS	Cost	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
<b>(DRAFT) COMPLETE GENERAL MANAGEMENT PLAN FOR DNR APPROVAL TO PROCEED</b>													
7A	Contractor produces draft document: purpose/significance, management zone plan, long range action goals	\$3,600											
7B	Optional - incorporate EA/EIS (provided by PRD) for incorporation into draft plan	\$0											
7C	Contractor provides revised (Draft) Plan for PRD review and approval	\$600											
7D	Project Manager to Obtain Section Chiefs Approval to Proceed to Public Input Open House	\$0											
7E	Contractor posts approved (Draft) Plan to Public Website	\$400											
<b>Sub-total Step 7</b>		<b>\$4,800</b>											
<b>PUBLIC INPUT OUTREACH</b>													
8A	Revise Management Zones, Purpose & Significance Statements, and Action Goals in Preparation for Public Input Open House, Prepare Presentation Slide Show and Graphics, Summarize Online Survey	\$2,500											
8B	Facilitate Public Input Open House, Share Results of Online Survey, Gather Input	\$4,400									W2		
8C	Summarize Public Open House Input and Review with Planning Team at Teleconference Meeting scheduled for that purpose	\$2,000										TC3	
<b>Sub-total of Step 9</b>		<b>\$8,900</b>											
<b>PREPARE FINAL DOCUMENTS FOR REVIEW AND INTERNAL APPROVAL</b>													
9A	Prepare Final General Management Plan documents for Project Manager Review	\$3,200										D	
9B	Revise and re-submit General Management Plan documents for internal approval process	\$1,800											D
<b>Sub-total of Step 9</b>		<b>\$5,000</b>											
<b>PUBLICATION AND DISTRIBUTION OF APPROVED PLAN</b>													
10	7 hard-copy format; 6 CD-ROM in Adobe.pdf format; 1 CD-ROM in Microsoft Word format	\$400											D
<b>Sub-total of Step 10</b>		<b>\$400</b>											
<b>ADDITIONAL MEETINGS</b>													
	Planning Team GoTo Meeting (web conference); Not Included In Base Cost TOTAL	\$2,000											
	Planning Team On-Site meeting; Not Included In Base Cost TOTAL	\$3,400											
	On-Site Public or Stakeholder Input Workshop; Not Included In Base Cost TOTAL	\$3,900											
<b>Base Cost TOTAL</b>		<b>\$48,550</b>											

TOTAL if Optional Step 5 Recreation Partners Workshop is requested \$52,250

- PM Kickoff Meeting with Project Manager
- TM Planning Team Meeting (In person TM or online TC)
- W Workshop (Stakeholder or Public Participation)
- D Delivery of Report to Project Manager

\* Refer to "Complete General Management Plans" as prepared by Deborah Jensen 2/13/2013

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 12**  
 to  
**CONTRACT NO. 071B9200234**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Birchler Arroyo Associates Inc  28021 Southfield Road  Lathrup Village MI, 48067	David Birchler	dbirchler@birchlerarroyo.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(248) 423-1776 x12	*****7690

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DNR	Jensen, Deborah	(517) 284-6105	JensenD1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Joshua Wilson	(517) 284-7027	WilsonJ31@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Management Planning Services – Michigan Department of Natural Resources Parks and Recreation Division (DNR-PRD).			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 30, 2009	December 31, 2011	6 - 1 Year	December 31, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
2% 13 – 1% 23 – Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One (1) Year	<input type="checkbox"/>	N/A	December 31, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 928,154.00		\$ 91.00	\$ 928,245.00	

**DESCRIPTION:** Effective January 1, 2016, the fifth option year available on this Contract is hereby exercised. The revised Contract expiration date is December 31, 2016. Please note the Buyer/CA has changed to Joshua Wilson (Phone: 517-284-7027; Email: WilsonJ31@michigan.gov).

Please also note the current value is increased \$91.00 to correct an error on Change Notice 10.

All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement, and per DTMB Procurement approval.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 11**  
 to  
**CONTRACT NO. 071B9200234**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Birchler Arroyo Associates, Inc. 28021 Southfield Road Lathrup Village, MI 48067	David Birchler	dave@clearzoning.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(248) 423-1776 ext. 12	7690

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DNR	Deborah Jensen	(517) 284-6105	JensenD1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Brandon Samuel	(517) 284-7025	SamuelB@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Management Planning Services – Department of Natural Resources			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 30, 2009	December 31, 2011	(6) 1-Year Options	December 31, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
2% 13 – 1% 23 Net 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	December 31, 2015
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$828,454.00		\$99,700.00	\$928,154.00	

**DESCRIPTION:**  
 Effective May 18, 2015, this Contract is hereby increased by \$99,700.00. The attached General Management Plan and pricing (\$41,850.00 excluding step 5) for Muskallonge State Park and General Management Plan and pricing (\$57,850.00 excluding step 5) for Tahquamenon Falls State Park are hereby incorporated into this Contract. All other terms, conditions, specifications, and pricing remain the same, per contractor and agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 10**  
 to  
**CONTRACT NO. 071B9200234**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Birchler Arroyo Associates, Inc. 28021 Southfield Road Lathrup Village, MI 48067	David Birchler	dbirchler@birchlerarroyo.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 423-1776 ext12	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DNR	Deborah Jensen	517-335-4832	jensend1@michigan.gov
BUYER	DTMB	Brandon Samuel	517-284-7025	samuels@michigan.gov

CONTRACT SUMMARY:			
<b>Management Planning Services – Department of Natural Resources</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 30, 2009	December 31, 2011	6, 1 yr. options	December 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
2% 13 – 1% 23 Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	1 year	December 31, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$54,100.00		\$828,454.00		
<p>Effective January 1, 2015, this Contract is exercising the fourth option year and is increased by \$54,100.00. The revised Contract expiration date is December 31, 2015. The attached General Management Plan and pricing (\$54,100.00, excluding Step 5) for Ludington State Park is hereby incorporated into this Contract.</p> <p>All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on November 25, 2014.</p>				

STEP	DESCRIPTION OF PROCESS	Cost	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15
<b>PROJECT INITIATION</b>																	
1A	Project Initiation with Project Manager to share data sources, review/troubleshoot work program and timeline	\$650															
1B	Launch Project Website	\$600															
1C	Prepare basic GIS mapping in preparation for Start-up Planning Team Meeting	\$1,200															
1D	Prepare Draft Supporting Analysis & Legal Parameters Verification	\$2,400															
1E	Start-up Planning Team Meeting: park tour, review GMP process, identification of Core Values & Significance	\$5,400		M													
	Sub-total Step 1	\$6,150															
<b>PLANNING TEAM DRAFT 20-YEAR MANAGEMENT ZONE PLAN</b>																	
2A	First Draft Supporting Analysis, Core Values & Significant Statements	\$2,000															
2B	Planning Team Meeting: Core Values & Significance Statements, Initial Management Zones, to stakeholders	\$3,400			M												
	Sub-total Step 2	\$5,400															
<b>PUBLIC OUTREACH (continuous throughout the process)</b>																	
3A	Manage and update website throughout process	\$0															
3B	Provide opportunity for comment via the website; summarize comments	\$600															
3C	Develop online public survey; obtain Team input; post link on website; tabulate and report results	\$2,800															
	Sub-total Step 3	\$3,300															
<b>PLANNING TEAM DRAFT ACTION GOALS DEVELOPMENT</b>																	
4A	Planning Team meeting (at park)	\$3,400				M											
4B	Develop (draft) compilation of Action Goals	\$2,000															
4C	Facilitate Planning Team Meeting (Go-To Meeting) to review draft action goals prior to stakeholder meeting	\$2,000					M										
	Sub-total Step 4	\$7,400															
<b>OPTIONAL OUTREACH TO OTHER RECREATION PROVIDERS</b>																	
5A	Recreation Providers Workshop (location TBD)	\$2,700															
5B	Facilitate Planning Team Meeting (Go-To Meeting) to review input from rec providers - combine with 6D	\$0															
5C	Revise draft documents of management zones, purpose and significance statements and action goals - w/ 6D	\$0															
	Sub-total Optional Step 5	\$2,700															
<b>STAKEHOLDER INPUT</b>																	
6A	Develop key list of stakeholders	\$250															
6B	Develop Action Goals presentation for Stakeholder Workshop (PowerPoint and Display Boards)	\$2,500															
6C	Facilitate Stakeholders Workshop and gather input	\$3,900									W						
6D	Summarize Stakeholder input; review with Planning Team at teleconference meeting scheduled for that purpose	\$2,000															
	Sub-total Step 6	\$8,650															
<b>DRAFT COMPLETE GENERAL MANAGEMENT PLAN FOR DNR APPROVAL TO PROCEED</b>																	
7A	Contractor produces draft document: purpose/significance, management zone plan, long range action goals	\$3,800															
7B	Optional - incorporate EAVS (provided by FRD) for incorporation into draft plan	\$0															
7C	Contractor provides revised (Draft) Plan for FRD review and approval	\$800															
7D	Project Manager to obtain FRD Chief approval to proceed to Public Input Open House	\$0															
7F	Contractor posts approved (Draft) Plan to public website	\$400															
	Sub-total Step 7	\$4,800															
<b>PUBLIC INPUT OUTREACH</b>																	
8A	Revise Management Zones, Purpose & Significance Statements, and Action Goals in preparation for Public Input Open House; update presentation as needed; post online survey link on website	\$2,500															
8B	Facilitate Public Input Open House; gather input; tabulate online survey	\$4,600											W				
8C	Summarize Public Open House input and review with Planning Team at teleconference meeting scheduled for that purpose	\$2,000												M			
	Sub-total of Step 8	\$9,000															
<b>PREPARE FINAL DOCUMENTS FOR REVIEW AND INTERNAL APPROVAL</b>																	
9A	Prepare Final General Management Plan documents for Project Manager Review	\$3,900															
9B	Revise and re-submit General Management Plan documents for internal approval process	\$1,800															
	Sub-total of Step 9	\$5,700															

STEP	DESCRIPTION OF PROCESS	Cost	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15
<b>PUBLICATION AND DISTRIBUTION OF APPROVED PLAN</b>																	
10	7 hard-copy format; 6 CD-ROM in Adobe.pdf format; 1 CD-ROM in Microsoft Word format	\$1,800															
	Sub-total of Step 10	\$1,800															
<b>ADDITIONAL MEETINGS</b>																	
	Planning Team Go-To Meeting (web conference)	\$1,800															
	Planning Team On-Site meeting	\$3,000															
	On-Site Public or Stakeholder Input Workshop	\$3,700															
	<b>TOTAL with Optional Items</b>	<b>\$57,800</b>															

TOTAL without Optional Step 5 Recreation Partners Workshop \$54,100

TOTAL without 3B Comment Via Website Feature and Optional Step 5 Recreation Partners Workshop \$53,600

TOTAL without 3C Online Survey \$55,000

TOTAL without 3B Comment Via Website Feature, 3C Online Survey, Optional Step 5 Recreation Partners Workshop \$50,800

M Planning Team Meeting (in person or online)

W Workshop (Stakeholder or Public Participation)

D Delivery of Report to Project Manager

\* Refer to "Complete General Management Plans" as prepared by Deborah Jensen 2/13/2013

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 9**  
 to  
**CONTRACT NO. 071B9200234**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Birchler Arroyo Associates, Inc. 28021 Southfield Road Lathrup Village, MI 48067	David Birchler	dbirchler@birchlerarroyo.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 423-1776 ext12	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DNR	Deborah Jensen	517-335-4832	jensend1@michigan.gov
BUYER	DTMB	Brandon Samuel	517-284-7025	samuelb@michigan.gov

CONTRACT SUMMARY:			
<b>Management Planning Services – Department of Natural Resources</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 30, 2009	December 31, 2011	6, 1 yr. options	December 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
2% 13 – 1% 23 Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	December 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$105,460.00		\$774,445.00		
Effective September 9, 2014, this contract is hereby increased by \$105,460.00 and the following Yankee Spring General Management Plan (\$50,000.00 excluding Step 5), Fisherman’s Island Complete General Management Plan (\$52,200.00 excluding Step 5) and Bay City Revised Phase 2 Plan (\$3,260.00 = \$19,260 including extra meeting - \$16,000.00 already on contract for this project) is hereby incorporated into this Contract. Please note the buyer has been changed to Brandon Samuel. All other terms, conditions, specifications and pricing remain unchanged. Per vendor and agency agreement, DTMB Procurement approval.				

**Yankee Springs Complete General Management Plan**  
Contract No. 071B9200234

BA STEP	DESCRIPTION OF PROCESS	Cost	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15
<b>PROJECT INITIATION</b>																	
1A	Project Initiation with Project Manager to share data sources, review/finalize work program and timeline	\$650															
1B	Launch Project Website	\$500															
1C	Prepare basic GIS mapping in preparation for Start-up Planning Team Meeting	\$1,200															
1D	Review initial draft Supporting Analysis and Legal Mandates which PRD has prepared for the park, identify information gaps and incorporate into document format	\$2,400															
1E	Start-up Planning Team Meeting: park tour, review GMP process, identification of Core Values & Significance	\$3,200		M													
	Sub-total Step 1	\$7,950															
<b>PLANNING TEAM DRAFT 20-YEAR MANAGEMENT ZONE PLAN</b>																	
2A	Develop First Draft Supporting Analysis, Core Values, Purpose & Significant Statements	\$2,000															
2B	Planning Team Meeting: Core Values, Purpose & Significance Statements Exercise, Initial Management Zones Exercise, Team ID of Stakeholders	\$3,200			M												
	Sub-total Steps 2	\$5,200															
<b>PUBLIC OUTREACH (continuous throughout the process)</b>																	
3A	Manage and update website throughout process	\$0															
3B	Provide opportunity for comment via the website, summarize comments	\$500															
3C	Develop online public survey, obtain Team input, post link on website, tabulate and report results	\$2,800															
	Sub-total Step 3	\$3,300															
<b>PLANNING TEAM DRAFT ACTION GOALS DEVELOPMENT</b>																	
4A	Planning Team meeting (at park) to Review Management Zones, Core Values, Purpose & Significant Statements, and Brainstorm Action Goals	\$3,200				M											
4B	Develop (draft) completion of Action Goals	\$2,000															
4C	Facilitate Planning Team Meeting (GoTo Meeting) to review draft action goals prior to stakeholder meeting	\$1,800					M										
	Sub-total Step 4	\$7,000															
<b>OPTIONAL OUTREACH TO OTHER RECREATION PROVIDERS</b>																	
5A	Recreation Providers Workshop (location TBD)	\$1,700															
5B	Facilitate Planning Team Meeting (GoTo Meeting) to review input from rec providers - combine with 6D	\$0															
5C	Revise draft documents of management zones, purpose and significance statements and action goals - w 6/D	\$0															
	Sub-total Optional Step 5	\$3,700															
<b>STAKEHOLDER INPUT</b>																	
6A	Finalize list of key stakeholders	\$250															
6B	Develop Action Goals presentation for Stakeholder Workshop (PowerPoint and Display Boards)	\$1,800															
6C	Facilitate Stakeholders Workshop and gather input on their interests and reactions to draft Management Zones and Action Goals	\$3,700											W				
6D	Summarize Stakeholder input, review with Planning Team at teleconference meeting scheduled for that purpose	\$1,800															
	Sub-total Step 6	\$7,550															
<b>DRAFT COMPLETE GENERAL MANAGEMENT PLAN FOR DNR APPROVAL TO PROCEED</b>																	
7A	Contractor produces draft document: Purpose & Significance Statements, Management Zone Plan, Long Range Action Goals	\$2,800															
7B	Optional- incorporate EA/EIS (provided by PRD) for incorporation into draft plan	\$0															
7C	Contractor provides revised (Draft) Plan for PRD review and approval	\$800															
7D	Project Manager to obtain PRD Chair approval to proceed to Public Input Open House	\$0															
7E	Contractor posts approved (Draft) Plan to public website	\$400															
	Sub-total Step 7	\$4,000															
<b>PUBLIC INPUT OUTREACH</b>																	
8A	Revise Management Zones, Purpose & Significance Statements, and Action Goals in preparation for Public Input Open House, update presentation as needed, post online survey link on website	\$2,000															
8B	Facilitate Public Input Open House, gather public input on Draft Plan Recommendations	\$3,700															
8C	Summarize Public Open House Input and review with Planning Team at teleconference meeting scheduled for that purpose	\$1,800														W	
	Sub-total of Step 8	\$7,500															

\_\_\_\_\_

2015 Purchase Order # \_\_\_\_\_

**Yankee Springs Complete General Management Plan  
Contract No. 071B9200234**

Timeline and  
Price Proposal

SA STEP	DESCRIPTION OF PROCESS	Cost	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15
<b>PREPARE FINAL DOCUMENTS FOR REVIEW AND INTERNAL APPROVAL</b>																	
9A	Prepare Final General Management Plan documents for Project Manager Review	\$3,000															
9B	Review and re-submit General Management Plan documents for internal approval process	\$1,200												D			
	Sub-total of Step 9	\$5,700															
<b>PUBLICATION AND DISTRIBUTION OF APPROVED PLAN</b>																	
10A	Document set-up; printing, binding, creating ods; packaging	\$1,025															
10B	Document set-up; 7 hard copy format; 6 CD-ROM in Adobe.pdf format; 1 CD-ROM in Microsoft Word format	\$775															D
	Sub-total of Step 10	\$1,800															
<b>ADDITIONAL MEETINGS - THERE IS NO BUDGET FOR EXTRA MEETINGS (PO# 751P220061)</b>																	
	Planning Team GoTo Meeting (web conference)	\$1,800															
	Planning Team On-Site meeting	\$3,200															
	On-Site Public or Stakeholder Input Workshop	\$3,700															
<b>TOTAL</b>		<b>\$53,000</b>															

TOTAL with Optional Step 5 Recreation Providers Workshop (not approved for Yankee Springs) \$53,700  
 TOTAL without SB Website Comment and Optional Step 5 Recreation Providers Workshop \$46,800  
 TOTAL without 3C Online Survey \$47,200  
 TOTAL without SB Website Comment, 3C Online Survey, Optional Step 5 Recreation Providers Workshop \$43,000

- M Planning Team Meeting (in person or online)
- W Workshop (Stakeholder or Public Participation)
- D Delivery of Report to Project Manager
- \* Refer to "Complete General Management Plans" as prepared by Deborah Janson 2/19/2013



2015 PO # \_\_\_\_\_

Proposed Fisherman's Island Complete General Management Plan  
Contract No. 071B9200234

Timeline and  
Price Proposal

STEP	DESCRIPTION OF PROCESS	Cost	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15
<b>PROJECT INITIATION</b>																	
1A	Project Initiation with Project Manager to share data sources, review/finalize work program and timeline	\$650															
1B	Launch Project Website	\$500															
1C	Prepare basic GIS mapping in preparation for Start-up Planning Team Meeting	\$1,200															
1D	Prepare Draft Supporting Analysis & Legal Parameters Verification	\$2,400															
1E	Start-up Planning Team Meeting: park tour, review GMP process, identification of Core Values & Significance	\$3,400		M													
	Sub-total Step 1	\$8,150															
<b>PLANNING TEAM DRAFT 20-YEAR MANAGEMENT ZONE PLAN</b>																	
2A	First Draft Supporting Analysis, Core Values & Significant Statements	\$2,000															
2B	Planning Team Meeting: Core Values & Significance Statements, Initial Management Zones, ID stakeholders	\$3,400			M												
	Sub-total Steps 2	\$5,400															
<b>PUBLIC OUTREACH (continuous throughout the process)</b>																	
3A	Manage and update website throughout process	\$0															
3B	Provide opportunity for comment via the website; summarize comments	\$500															
3C	Develop online public survey, obtain Team input, post link on website, tabulate and report results	\$2,800															
	Sub-total Step 3	\$3,300															
<b>PLANNING TEAM DRAFT ACTION GOALS DEVELOPMENT</b>																	
4A	Planning Team meeting (at park)	\$3,400				M											
4B	Develop (draft) compilation of Action Goals	\$2,000															
4C	Facilitate Planning Team Meeting (GoTo Meeting) to review draft action goals prior to stakeholder meeting	\$1,800					M										
	Sub-total Step 4	\$7,200															
<b>OPTIONAL OUTREACH TO OTHER RECREATION PROVIDERS</b>																	
5A	Recreation Providers Workshop (location TBD)	\$3,700															
5B	Facilitate Planning Team Meeting (GoTo Meeting) to review input from rec providers - combine with 6D	\$0															
5C	Revise draft documents of management zones, purpose and significance statements and action goals - w SID	\$0															
	Sub-total Optional Step 5	\$3,700															
<b>STAKEHOLDER INPUT</b>																	
6A	Develop key list of stakeholders	\$250															
6B	Develop Action Goals presentation for Stakeholder Workshop (PowerPoint and Display Boards)	\$1,800															
6C	Facilitate Stakeholders Workshop and gather input	\$3,900									W						
6D	Summarize Stakeholder input, review with Planning Team at teleconference meeting scheduled for that purpose	\$1,800															
	Sub-total Step 6	\$7,750											M				
<b>DRAFT COMPLETE GENERAL MANAGEMENT PLAN FOR DNR APPROVAL TO PROCEED</b>																	
7A	Contractor produces draft document: purpose/significance, management zone plan, long range action goals	\$4,000															
7B	Optional - incorporate EA/EIS (provided by PRD) for incorporation into draft plan	\$0															
7C	Contractor provides revised (Draft) Plan for PRD review and approval	\$800															
7D	Project Manager to obtain PRD Chief approval to proceed to Public Input Open House	\$0															
7E	Contractor posts approved (Draft) Plan to public website	\$400															
	Sub-total Step 7	\$5,200															
<b>PUBLIC INPUT OUTREACH</b>																	
8A	Revise Management Zones, Purpose & Significance Statements, and Action Goals in preparation for Public Input Open House, update presentation as needed, post online survey link on website	\$2,000															
8B	Facilitate Public Input Open House, gather input, tabulate online survey	\$3,900															
8C	Summarize Public Open House input and review with Planning Team at teleconference meeting scheduled for that purpose	\$1,800															
	Sub-total of Step 8	\$7,700															
<b>PREPARE FINAL DOCUMENTS FOR REVIEW AND INTERNAL APPROVAL</b>																	
9A	Prepare Final General Management Plan documents for Project Manager Review	\$3,900															
9B	Revise and re-submit General Management Plan documents for internal approval process	\$1,800															
	Sub-total of Step 9	\$5,700															

\_\_\_\_\_

2015 PO # \_\_\_\_\_

**Proposed Fisherman's Island Complete General Management Plan  
Contract No. 071B9200234**

**Timeline and  
Price Proposal**

STEP	DESCRIPTION OF PROCESS	Cost	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15
<b>PUBLICATION AND DISTRIBUTION OF APPROVED PLAN</b>																	
10	7 hard copy format; 5 CD-ROM in Adobe.pdf format; 1 CD-ROM in Microsoft Word format	\$1,800															
	Sub-total of Step 10	\$1,800															D
<b>ADDITIONAL MEETINGS</b>																	
	Planning Team GoTo Meeting (web conference)	\$2,000															
	Planning Team On-Site meeting	\$3,400															
	On-Site Public or Stakeholder Input Workshop	\$5,900															
<b>TOTAL</b>		<b>\$52,200</b>															

TOTAL with Optional Step 5 Recreation Partners Workshop (not approved for Fisherman's Island) \$55,900  
 TOTAL without 3B Comment Via WebSite and Optional Step 5 Recreation Partners Workshop \$48,000  
 TOTAL without 3C Online Survey \$49,400  
 TOTAL without 3B Comment Via WebSite, 3C Online Survey and Optional Step 5 Recreation Partners Workshop \$45,200

- M Planning Team Meeting (in person or online)
- W Workshop (Stakeholder or Public Participation)
- D Delivery of Report to Project Manager

\* Refer to "Complete General Management Plans" as prepared by Deborah Jansen 2/13/2015







STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 8**  
 to  
**CONTRACT NO. 071B9200234**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Birchler Arroyo Associates, Inc. 28021 Southfield Road Lathrup Village, MI 48067	David Birchler	dbirchler@birchlerarroyo.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 423-1776 ext12	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DNR	Deborah Jensen	517-335-4832	jensend1@michigan.gov
BUYER	DTMB	Don Mandernach	517-241-7233	mandernachd@michigan.gov

CONTRACT SUMMARY:			
<b>Management Planning Services – Department of Natural Resources</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 30, 2009	December 31, 2011	6, 1 yr. options	December 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
2% 13 – 1% 23 Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	December 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$113,985.00		\$668,985.00		
Effective immediately, funds in the amount of \$113,985.00 and the following Complete Management Plan for McClain State Park and Straits State Park is hereby incorporated into this Contract. All other terms, conditions, specifications and pricing remain unchanged. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on January 14, 2014.				





BA STEP	DESCRIPTION OF PROCESS	Cost	Feb 2014	Mar 2014	Apr 2014	May 2014	Jun 2014	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar
<b>PREPARE FINAL DOCUMENTS FOR REVIEW AND INTERNAL APPROVAL</b>																
9A	Prepare Final General Management Plan documents for Project Manager Review	\$4,050										D				
9B	Revise and re-submit General Management Plan documents for internal approval process	\$1,800											D			
	<b>Sub-total of Step 9</b>	<b>\$5,850</b>														
<b>PUBLICATION AND DISTRIBUTION OF APPROVED PLAN</b>																
10	7 hard-copy format; 6 CD-ROM in Adobe.pdf format; 1 CD-ROM in Microsoft Word format	\$4,900												D		
	<b>Sub-total of Step 10</b>	<b>\$4,900</b>														
<b>ADDITIONAL MEETINGS</b>																
	Planning Team GoTo Meeting (web conference)	\$1,800														
	Planning Team On-Site meeting	\$4,500														
	On-Site Public or Stakeholder Input Workshop	\$5,200														
<b>TOTAL with all Optional items</b>		<b>\$72,200</b>														

TOTAL without 5A Recreation Providers Workshop	\$63,750
TOTAL without 3C Online Survey	\$69,400
TOTAL without 5A Recreation Providers Workshop and without 3C Online Survey	\$60,950

M Planning Team Meeting (in person or online)

W Workshop (Stakeholder or Public Participation)

D Delivery of Report to Project Manager

\* Refer to "Complete General Management Plans" as prepared by Deborah Jensen 2/13/2013





BA STEP	DESCRIPTION OF PROCESS	Cost	Feb 2014	Mar 2014	Apr 2014	May 2014	Jun 2014	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015
<b>PREPARE FINAL DOCUMENTS FOR REVIEW AND INTERNAL APPROVAL</b>															
9A	Prepare Final General Management Plan documents for Project Manager	\$2,400										D			
9B	Revise and re-submit General Management Plan documents for	\$1,200											D		
	<b>Sub-total of Step 9</b>	<b>\$3,600</b>													
<b>PUBLICATION AND DISTRIBUTION OF APPROVED PLAN</b>															
10A	Final revisions and plan preparation	\$1,000												D	
10B	7 hard-copy format; 6 CD-ROM in Adobe.pdf format; 1 CD-ROM in	\$715													
	<b>Sub-total of Step 10</b>	<b>\$1,715</b>													
<b>ADDITIONAL MEETINGS</b>															
	Planning Team GoTo Meeting (web	\$1,200													
	Planning Team On-Site meeting	\$3,520													
	On-Site Public or Stakeholder Input	\$3,700													
<b>TOTAL with Optional items</b>		<b>\$50,235</b>													

TOTAL without 5A Recreation Providers Workshop \$46,715

TOTAL without 3C Online Survey \$47,435

TOTAL without 5A Recreation Providers Workshop and without 3C Online Survey \$43,915

M

Planning Team Meeting (in person or online)

W

Workshop (Stakeholder or Public Participation)

D

Delivery of Report to Project Manager

\*

Refer to "Complete General Management Plans" as prepared by Deborah Jensen 2/13/2013

**A cost-savings of \$1,520 will be given per on-site meeting (steps 1E, 2B, 5A, 6C and 8B) if meetings are held concurrent with McClain State Park General Management Plan, without the need for separate travel**

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 7**  
 to  
**CONTRACT NO. 071B9200234**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Birchler Arroyo Associates, Inc. 28021 Southfield Road Lathrup Village, MI 48067	David Birchler	dbirchler@birchlerarroyo.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 423-1776 ext12	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DNR	Deborah Jensen	517-335-4832	jensend1@michigan.gov
BUYER	DTMB	Don Mandernach	517-241-7233	mandernachd@michigan.gov

CONTRACT SUMMARY:			
<b>Management Planning Services – Department of Natural Resources</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 30, 2009	December 31, 2011	6, 1 yr. options	December 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
2% 13 – 1% 23 Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	Dec. 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
<b>\$0.00</b>		<b>\$555,000.00</b>		
Effective immediately, an option year will be utilized to extend this Contract out to December 31, 2014. All other terms, conditions, specifications and pricing remain unchanged. Per DTMB Procurement.				

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

July 3, 2013

**CHANGE NOTICE NO. 6**  
to  
**CONTRACT NO. 071B9200234**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Birchler Arroyo Associates, Inc. 28021 Southfield Road Lathrup Village, MI 48067	David Birchler	dbirchler@birchlerarroyo.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 423-1776 ext 12	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DNR	Deborah Jensen	517-335-4832	<a href="mailto:Jensend1@michigan.gov">Jensend1@michigan.gov</a>
BUYER	DTMB	Don Mandernach	517-241-7233	mandernachd@michigan.gov

**CONTRACT SUMMARY:**

DESCRIPTION: Management Planning Services – Michigan Department of Natural Resources

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 30, 2009	December 31, 2011	6, Year Options	December 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
2% 13 – 1% 23 – Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

**DESCRIPTION OF CHANGE NOTICE:**

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		December 31, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$45,450.00		\$555,000.00		

Effective immediately, the Complete Management Plan for Brighton Recreation Area is being incorporated into this contract. The contract is being increased by \$45,450.00 for these services per the attached timeline and price quote.

All other terms, conditions, pricing and specifications remain the same.

Per vendor and Agency agreement and DTMB Procurement approval.

Purchase Order Number \_\_\_\_\_

Proposed Brighton Complete General Management Plan  
Contract No. 071B9200234

Timeline and  
Price Proposal

BA STEP	DESCRIPTION OF PROCESS	Cost	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15
<b>PROJECT INITIATION</b>																	
1A	Project Initiation with Project Manager to share data sources, review/finalize work program and timeline	\$650															
1B	Launch Project Website	\$500															
1C	Prepare basic GIS mapping in preparation for Start-up Planning Team Meeting	\$1,200															
1D	Prepare Draft Supporting Analysis & Legal Parameters Verification	\$2,000															
1E	Start-up Planning Team Meeting: park tour, review GMP process, identification of Core Values & Significance	\$1,800		M													
	<b>Sub-total Step 1</b>	<b>\$6,150</b>															
<b>PLANNING TEAM DRAFT 20-YEAR MANAGEMENT ZONE PLAN</b>																	
2A	First Draft Supporting Analysis, Core Values & Significant Statements	\$1,800															
2B	Planning Team Meeting: Core Values & Significance Statements, Initial Management Zones, id stakeholders	\$1,800			M												
	<b>Sub-total Steps 2</b>	<b>\$3,600</b>															
<b>PUBLIC OUTREACH (continuous throughout the process)</b>																	
3A	Manage and update website throughout process	\$0															
3B	Provide opportunity for comment via the website; summarize comments	\$500															
3C	(Optional) Develop online public survey; summarize input	\$2,450															
	<b>Sub-total Step 3</b>	<b>\$2,950</b>															
<b>PLANNING TEAM DRAFT ACTION GOALS DEVELOPMENT</b>																	
4A	Planning Team meeting (at park)	\$1,800				M											
4B	Develop (draft) compilation of Action Goals	\$1,650															
4C	Facilitate Planning Team Meeting (GoTo Meeting) to review draft action goals prior to stakeholder meeting	\$1,500					M										
	<b>Sub-total Step 4</b>	<b>\$4,950</b>															
<b>OPTIONAL OUTREACH TO OTHER RECREATION PROVIDERS</b>																	
5A	Recreation Providers Workshop (location tbd)	\$2,400															
5B	Facilitate Planning Team Meeting (GoTo Meeting) to review input from rec providers - combine with 6D	\$0															
5C	Revise draft documents of management zones, purpose and significance statements and action goals - w 6/D	\$0															
	<b>Sub-total Step 5</b>	<b>\$2,400</b>															
<b>STAKEHOLDER INPUT</b>																	
6A	Develop key list of stakeholders	\$200															
6B	Develop Action Goals presentation for Stakeholder Workshop (PowerPoint and Display Boards)	\$1,800															
6C	Facilitate Stakeholders Workshop and gather input	\$2,600								W							
6D	Summarize Stakeholder input, review with Planning Team at teleconference meeting scheduled for that purpose	\$2,000															
	<b>Sub-total Step 6</b>	<b>\$6,600</b>															
<b>(DRAFT) COMPLETE GENERAL MANAGEMENT PLAN FOR DNR APPROVAL TO PROCEED</b>																	
7A	Contractor produces draft document: purpose/significance, management zone plan, long range action goals	\$3,000															
7B	Optional - incorporate EA/EIS (provided by PRD) for incorporation into draft plan - <b>quoted upon request</b>	\$0															
7C	Contractor provides revised (Draft) Plan for PRD review and approval	\$800															
7C	Project Manager to obtain PRD Chief approval to proceed to Public Input Open House	\$0															
7D	Contractor posts approved (Draft) Plan to public website	\$400															
	<b>Sub-total Step 7</b>	<b>\$4,200</b>															
<b>PUBLIC INPUT OUTREACH</b>																	
8A	Revise Management Zones, Purpose & Significance Statements, and Action Goals in preparation for Public Input Open House, update presentation as needed, post online survey link on website	\$2,150															
8B	Facilitate Public Input Open House, gather input, tabulate online survey	\$2,600											W				
8C	Summarize Public Open House Input and review survey results with Planning Team at teleconference meeting scheduled for that purpose	\$2,550												M			
	<b>Sub-total of Step 8</b>	<b>\$7,300</b>															
<b>PREPARE FINAL DOCUMENTS FOR REVIEW AND INTERNAL APPROVAL</b>																	
9A	Prepare Final General Management Plan documents for Project Manager Review	\$3,900													D		
9B	Revise and re-submit General Management Plan documents for internal approval process	\$1,800														D	
	<b>Sub-total of Step 9</b>	<b>\$5,700</b>															

**Change Notice Number**

**Contract Number 071B9200234**

Purchase Order Number \_\_\_\_\_

**Proposed Brighton Complete General Management Plan  
Contract No. 071B9200234**

**Timeline and  
Price Proposal**

BA STEP	DESCRIPTION OF PROCESS	Cost	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15
<b>PUBLICATION AND DISTRIBUTION OF APPROVED PLAN</b>																	
10	7 hard-copy format; 6 CD-ROM in Adobe.pdf format; 1 CD-ROM in Microsoft Word format	\$4,000															
	Sub-total of Step 10	\$4,000															
<b>ADDITIONAL MEETINGS - THERE IS NO BUDGET FOR EXTRA MEETINGS (PO# 751P3200620)</b>																	
	Planning Team GoTo Meeting (web conference)	\$1,500															
	Planning Team On-Site meeting	\$2,400															
	On-Site Public or Stakeholder Input Workshop	\$3,200															
	<b>TOTAL with Optional Items</b>	<b>\$47,850</b>															
	TOTAL without 5A Recreation Partners Workshop (Approved by Purchase Order 751P3200620)	\$45,450															
	TOTAL without 3C Online Survey	\$45,400															
	TOTAL without 5A Recreation Partners Workshop and without 3C Online Survey	\$43,000															

- M Planning Team Meeting (in person or online)
- W Workshop (Stakeholder or Public Participation)
- D Delivery of Report to Project Manager
- \* Refer to "Complete General Management Plans" as prepared by Deborah Jensen 2/13/2013

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

February 21, 2013

**CHANGE NOTICE NO. 5**  
 to  
**CONTRACT NO. 071B9200234**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Birchler Arroyo Associates, Inc. 28021 Southfield Road Lathrup Village, MI 48067	David Birchler	dbirchler@birchlearroyo.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 423-1776 ext 12	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DNR	Deborah Jensen	517-335-4832	<a href="mailto:Jensend1@michigan.gov">Jensend1@michigan.gov</a>
BUYER	DTMB	Don Mandernach	517-241-7233	mandernachd@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Management Planning Services – Michigan Department of Natural Resources</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 30, 2009	December 31, 2011		December 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
2% 13 – 1% 23 – Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$25,350.00		\$509,550.00		

Effective February 19, 2013, the following plans are being clarified or incorporated into this contract. Phase 1, Phase 2, Focus Phase and Complete Management Plan. The contract is being increased by \$25,350.00 for Bay City Focus Phase. The following language regarding additional meetings is being added as well.

Additional Meeting Costs: Contractor must provide a cost to the DNR Project Manager for review and approval for additional unplanned meetings – the cost of meetings will be a rate of \$82.50 per hour for staff time (meeting and travel) and travel cost must be documented and must not exceed the State of Michigan's Standard Travel Rates at the time of the meeting.

Please also note that the buyer has been changed to Don Mandernach. All other terms, conditions, pricing and

specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.

## Phase 1 – General Management Plan – 20-Year Plan

### STEP 1 – PROJECT INITIATION

1A Project Initiation Meeting (in Lansing)  
Within two weeks of Purchase Order issuance, an initial “scoping meeting” will be held between the Contractor and DNR-PRD staff. The purpose of this meeting is to solidify roles, identify planning team participation and responsibilities, define project outcomes, review current issues, and review project timeline. Any available historical data or other relevant information will be shared.

1B Launch project website (set up for both public and Planning Team only access)

1C Initiate GIS mapping for planning

1D Review the initial draft of the “Supporting Analysis” and “Legal Mandates” sections which PRD has prepared for the park. Identify any information gaps and incorporate into plan document format.

1E Project Start-up Meeting (at the park)

Conduct a meeting of the Park Planning Team (Department) consisting of the Management Plan Administrator, Stewardship, Lands Manager, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNR Resource programs (Fisheries, Wildlife, Law Enforcement, Marketing-Education-Technology, and Forest Management).

- a. Provide overview of planning process
- b. Discuss resource(s) analysis
- c. Review “management zones” and relationship to the park
- d. Review other Resource programs interests in the park
- e. Develop stakeholders’ list and discuss their interests in the park

### STEP 2 – GENERAL MANAGEMENT PLAN DEVELOPMENT

2A Develop first draft of Supporting Analysis, Core Values, and Purpose and Significance Statements

2B Planning Team Meeting (at the park)

Conduct a meeting of the Planning Team, and based on information gained to date, Contractor will guide the internal Planning Team in their development of a draft “Management Zone” plan and development of “Purpose and Significance” statements for the park (these statements establish the “identity” of the park and become the “Mission Statement” for park planning and management).  
Items reviewed will include:

- Thorough analysis of natural resources, historic/cultural resources, recreational resources, and educational/outreach resources.
- Legal parameters that DNR-PRD must be responsive to, such as:
  - Legislative mandates
  - Department/Commission/Division policy and directives
  - Land funding source stipulations
  - Easement restrictions

### STEP 3 – (OPTIONAL) OUTREACH TO OTHER RECREATION PROVIDERS

3A Recreation Providers Workshop (location TBD)

Following the second Planning Team Meeting, convene a meeting with other recreation providers in the immediate area.

The purpose of this meeting with other Providers is to: assemble a detailed inventory of facilities and programs offered by the other area providers; and to explore a Planning Partnership that works to avoid unnecessary duplication of facilities and programs which are well-represented at other recreation areas in the region.

- 3B Planning Team Meeting (Go-to-Meeting) – Contractor to review input from workshop with Planning Team.
- 3C Based on input from Recreation Providers, revise draft documents of Management Zones and Purpose and Significance Statements.

#### **STEP 4 – STAKEHOLDER INPUT**

- 4A Develop list of key stakeholders for a Stakeholder Input Workshop.
- 4B Develop PowerPoint presentation and necessary meeting facilitation boards and aids for the Stakeholder Input Workshop
- 4C Stakeholder Input Workshop(s) (location TBD)

Contractor must conduct meetings/workshops with stakeholders to get input on “wants” for the park and impact of park on their interests and visa versa. Contractor will identify “wants” to attain, such as:

- Level of recreational development
- Stewardship opportunities
- Education/Outreach opportunities
- Stakeholder/public inputs

NOTE: in some circumstances, more than one workshop will be scheduled to address input from special interest groups.

- 4D Planning Team Meeting (Go-to-Meeting) – Contractor must conduct a follow-up review of Stakeholder Workshop input.

#### **STEP 5 – (DRAFT) PHASE 1 PLAN FOR DNR APPROVAL TO PROCEED**

- 5A Contractor must consolidate all recommendations and provide revised Draft Phase 1 plan for PRD review and approval to proceed.
- 5B DNR Project Manager will obtain PRD Chief Approval to proceed with taking the Draft Phase 1 “General Management Plan” to Public Input.

#### **STEP 6 – PUBLIC INPUT OUTREACH**

- 6A Update PowerPoint presentation and necessary meeting facilitation boards and aids as needed for the Public Open House. Post draft plan recommendations and on-line survey link on website.
- 6B Public Input Open House (location TBD)

Contractor must facilitate public open house to share efforts of Planning Team, Recreation Partners, and Stakeholders, and to get public input on Phase 1 draft recommendations.

- Contractor must secure appropriate venue/location/time
- Public Notice (Project Manager responsible for DNR Press Release...need three week lead time prior to public meeting)
- Gather/document input
- Tabulate on-line survey

#### **STEP 7 – FINAL DRAFT GMP AND PLANNING TEAM MEETING**

- 7A Summarize and document (Draft) Phase 1 - GMP Public Input and schedule Planning Team Meeting.
- 7B Planning Team Meeting (Go-to-Meeting) – Contractor must conduct a follow-up review of Public Open House and on-line survey input.

#### **STEP 8 – PREPARE FINAL DOCUMENTS FOR REVIEW AND INTERNAL APPROVAL**

- 8A Prepare final Phase 1 documents for Project Manager review.

8B Revise and resubmit Phase 1 documents for DNR Project Manager to obtain approvals as follows:

Recommendation to Approve:

- PRD Management Team
- Eco-team
- Statewide Council
- NRC-Michigan State Park Advisory Committee

Approval By:

- Chief, Parks and Recreation Division
- Deputy Director, Resources
- Director, Department of Natural Resources

**STEP 9 – PUBLICATION AND DISTRIBUTION OF APPROVED PLAN**

9A Incorporate final DNR approvals (signatures and resolutions) into the final document, publish, and deliver to the Project Manager, final plan documents as follows:

- Seven Hardcopy format
- Six CD-ROM with hotlinks to related files in Adobe .pdf format for distribution
- One CD-ROM with hotlinks to related files in Microsoft Word for the Project Manager's files.

**STEP 10 – ADDITIONAL MEETINGS**

10A Additional meetings beyond those identified in the Contract may be required for completion of the plans. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor.

NOTE: the project Purchase Order must include the amount needed for any additional meetings. The DNR Project Manager is responsible for securing additional or increased spending approvals.

## Phase 2 – Long Range Action Goals Plan – 10-Year Plan

### STEP 1 – PROJECT INITIATION

- 1A Project Initiation Meeting (in Lansing)  
Within two weeks of Purchase Order issuance, an initial “scoping meeting” will be held between the Contractor and DNR-PRD staff. The purpose of this meeting is to solidify roles, identify planning team participation and responsibilities, define project outcomes, review current issues, and review project timeline. Any available historical data or other relevant information will be shared.
- 1B Launch project website (set up for both public and Planning Team only access)
- 1C Project Start-up Meeting (at the park)  
Conduct meeting of the PRD core Planning Team (Division) consisting of the Management Plan Administrator, Stewardship, Lands Manager, District Supervisor, District Planner, Park Manager and any needed staff.
- Provide overview of Phase 2 planning process
  - Discuss Phase 1 plans, specifically “Management Zones” and park “Purpose and Significance” statements
  - Develop Action Goals for the park as a whole (referred to as “General Goals) as well as each Management Zone within the park, specific to PRD desired outcomes for:
    - Natural Resources
    - Cultural Resources
    - Recreation Opportunities
    - Education/Interpretation Opportunities
    - Management Focus
    - Visitor Experience
    - Further Development
    - Develop list of key stakeholders for next meeting.
    - Identify any concerns, conflicts, or challenges that will have to be addressed with other Department programs or stakeholders.

### STEP 2 – LEGAL PARAMETERS VERIFICATION

- 2A Review and verify all legal parameters that DNR-PRD must be responsive to, such as:
- Legislative mandates
  - Department/Commission/Division policy and directives
  - Land funding source stipulations
  - Easement restrictions

NOTE: These will have been developed in the Phase 1 Plan

- 2B Develop draft summary for Planning Team and Phase 2 plan document.

### STEP 3 – PLANNING TEAM ACTION GOALS DEVELOPMENT

- 3A Planning Team Meeting (Location TBD))
- Conduct initial meeting of the Planning Team (Department) consisting of the Management Plan Administrator, Stewardship, Lands Manager, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNR Resource programs (Fisheries, Wildlife, Law Enforcement, Marketing-Education-Technology, and Forest Management).
- Provide overview of Phase 2 planning process
  - Discuss Phase 1 plans, specifically “Management Zones” and park “Purpose and Significance” statements
  - “Brainstorm” Action Goals for the Park as a whole and for each Management Zone, specific to:
    - Natural Resources
    - Cultural Resources
    - Recreation Opportunities
    - Education/Interpretation Opportunities

- Management Focus
- Visitor Experience
- Further Development
- Begin development of list of key stakeholders.
- Address any concerns, conflicts, or challenges that may have been identified with other Department programs or stakeholders.

3B Planning Team Meeting (Location TBD)

Conduct final goal development meeting of the Planning Team. For each specified action, the plan must identify:

- Target Date (for completion)
- Program Input (source(s) that will contribute to the action)
- Responsible Program Position (person in charge)

3C Planning Team Meeting (Go-to-Meeting) –Contractor to review/finalize with the Planning Team, the (Draft) Action Goals and list of key stakeholders.

**STEP 4 – STAKEHOLDER/RECREATION PARTNER ACTION GOALS INPUT**

4A Develop PowerPoint presentation and necessary meeting facilitation boards and aids for the Stakeholder Input Workshop

4B Stakeholder/Recreation Partner Input Workshop (location TBD)

Contractor must conduct meeting/workshop with stakeholders to get input on “wants” for the park and impact of park on their interests and vice versa. Contractor will identify “wants” to attain, such as:

- Level of recreational development
- Stewardship opportunities
- Education/Outreach opportunities
- Stakeholder/public inputs

4C Planning Team Meeting (Go-to-Meeting) – Contractor to conduct a follow-up review of Stakeholder Workshop input.

**STEP 5 – (DRAFT) PHASE 2 PLAN FOR DNR APPROVAL TO PROCEED**

5A Contractor must consolidate all recommendations and provide revised (Draft) Phase 2 plan for PRD review and approval. Depending on scope of changes, a follow-up meeting of the Planning Team may be required to come to final recommendations of Action Goals for the park.

5B DNR Project Manager will obtain PRD Chief Approval to proceed with taking the (Draft) Phase 2, “Long Range Action Goals Plan” to Public Input.

5C Upon Chief approval, post approved (Draft) Phase 2 Plan on public website.

**STEP 6 – PUBLIC INPUT OUTREACH**

6A Update PowerPoint presentation and necessary meeting facilitation boards and aids as needed for the Public Open House. Post draft plan recommendations and on-line survey link on website.

6B Public Input Open House (location TBD)

Contractor must facilitate public open house to share efforts of Planning Team, Recreation Partners, and Stakeholders, and to get public input on Phase 2 draft recommendations.

- Contractor must secure appropriate venue/location/time
- Public Notice (Project Manager responsible for DNR Press Release...need three week lead time prior to public meeting)
- Gather/document input
- Tabulate on-line survey

6C Planning Team Meeting (Go-to-Meeting) – Contractor must conduct a follow-up review of Public Open House and on-line survey input.

### **STEP 7 – PREPARE FINAL DOCUMENTS FOR REVIEW AND APPROVAL**

7A Prepare final Phase 2 documents for Project Manager review.

7B Revise and resubmit Phase 2 documents for DNR Project Manager to obtain approvals as follows:

Recommendation to Approve:

- Park Management Plan Administrator
- Stewardship Unit Manager
- District Supervisor
- Regional Planner
- Park Manager

Approval By:

- Chief, Planning Section
- Chief, Operations Section
- Chief, Parks and Recreation Division

### **STEP 8 – PUBLICATION AND DISTRIBUTION OF APPROVED PLAN**

8A Incorporate final DNR approvals (signatures and resolutions) into the final document, publish, and deliver to the Project Manager, final plan documents as follows:

- Seven Hardcopy format
- Six CD-ROM with hotlinks to related files in Adobe .pdf format for distribution
- One CD-ROM with hotlinks to related files in Microsoft Word for the Project Manager's files.

### **STEP 9 – ADDITIONAL MEETINGS**

9A Additional meetings beyond those identified in the Contract may be required for completion of the plans. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor.

NOTE: the project Purchase Order must include the amount needed for any additional meetings. The DNR Project Manager is responsible for securing additional or increased spending approvals.

## **Focus Phase for Management Planning**

An assessment of public and community desires and their economic impact, and potential demonstration projects.

Management Planning for some park and recreation areas requires more focused efforts to identify and examine specific desires of the community and its citizens and to conduct an economic assessment of those desired outcomes as they relate to the park and to the community. The result of this focused effort will inform the specific recommendations of the Management Plan. The following will be conducted for the Assessment of Public and Community Desires and their Economic Impact:

### **STEP 1 – PROJECT INITIATION**

- 1A Project Initiation Meeting (in Lansing)  
Within two weeks of Purchase Order issuance, an initial “scoping meeting” will be held between the Contractor and DNR-PRD staff. The purpose of this meeting is to identify the issue which has been identified and needs further study and examination. This meeting will also solidify roles, identify planning team participation and responsibilities, define project outcomes, review current issues, and review project timeline. Any available historical data or other relevant information will be shared.
- 1B Verify and identify all known legal mandates and impacts available
- 1C Augment documentation of legal mandates, including:
- Legislative mandates
  - Legal requirements
  - Policy and Directives
  - Funding stipulations
  - Easement restrictions
  - Others
- 1D Develop summary report for Planning Team
- 1E Initiate GIS mapping for planning (as required)
- 1F Launch project website (set up for both public and Planning Team only access, as required)

### **STEP 2 – ESTABLISH PLANNING TEAM, REVIEW PREVIOUS PHASES, PLAN PUBLIC INPUT**

- 2A Project Start-up Meeting (at the park)  
Conduct a meeting of the Planning Team consisting of representation from the DNR (Resource Programs staff), DEQ, Federal Government (e.g. U.S. Army Corps of Engineers), local units of government, local businesses, federal/state legislative representatives as directed, and others as needed.
- If already completed provide overview of Phase 1 and Phase 2 planning process and how results of this study may affect the existing plans
- Review and discuss known legal parameters with Planning Team and solicit additional feedback.
- 2B Review and discuss known desires of the community and identify community stakeholders who can address those desires.
- 2C Plan a “Public Input Workshop” to solicit public and stakeholder input for identification and discussion of community ‘desires’ in relationship to the park and recreation area.
- 2D Review public survey needs and potential process for implementation.

### **STEP 3 – STAKEHOLDER-PUBLIC INPUT**

- 3A Stakeholder-Public Input Workshop (location TBD)  
Contractor must conduct the Public Input Workshop utilizing the “Strengths, Challenges, and Opportunities” (SCO) format. The workshop will begin with an overview of the Management Planning process, with particular attention to Phase 1 and Phase 2 approved plans (if applicable), and the ‘Legal

Mandates' that affect the park. The majority of workshop time will be devoted to soliciting input from attendees regarding the issue being discussed in the three categories of:

- 'Strengths'...is the issue significant and important to you? What values do you see and want to retain over time?
- 'Challenges'...what do you see as challenges, obstacles, or threats regarding the issue to the park or use of the park?
- 'Opportunities'...how does the issue impact the 'desires' for this park? How do those in attendance respond to them? (conduct 'dot' exercise to ID priorities of attendees).

In each of the above segments of the SCO exercise, solicit input that pertains to the following categories:

- Improved diversity of use
- Expanded access to people and park uses
- Relationship of the park to the local community
- Economic opportunities and impacts
- Natural Resources
- Cultural Resources
- Recreation Opportunities
- Education Opportunities

3B Compile outcomes of SCO Workshop

3C Planning Team Meeting (Go-to-Meeting)

Assist Planning Team in review/discussion of SCO input from public workshop to define information needs for follow-up survey, and its content and execution (e.g. SurveyMonkey)

#### **STEP 4 - CONDUCT SURVEY AND REVIEW OUTCOMES WITH PLANNING TEAM (OPTIONAL – AS REQUESTED)**

4A Conduct on-line survey (as directed)

4B Tabulate results of survey and share with Planning Team

4C Planning Team Meeting (Location TBD)

Planning Team meeting to assess and discuss all input (survey and workshop) and make recommendations for final report and inclusion in Management Plan. Plan recommendations will articulate a 'Vision' for the park based on Focus Phase input, and will define:

- User (public) Goals
- Community Goals
- DNR Management Goals
- Socio/Economic Goals.

4D Assist Planning Team in identifying specific action goals for inclusion in Phase 1 or Phase 2 planning that could move to implementation.

#### **STEP 5 –ASSESSMENT OF PROPOSED IDEAS (OPTIONAL - AS REQUESTED)**

5A DNR Project Manager will determine if an idea has merit and an assessment should be completed to determine the feasibility.

5B Literature review/research of known existing studies and reports that relate to the subject idea.

5C Facilitate Planning Team meeting to review findings and gather input/suggestions

5D Prepare Report of Findings and Recommendations

- 5E Contractor must assist the Planning Team with developing a demonstration project in response to the Findings Report (if applicable), to include project scope and performance measures.
- 5F Planning Team will monitor the demonstration project and provide a report to the Contractor on the effectiveness and feasibility of the project to be included in the final plan (if applicable).

#### **STEP 6 – PROVIDE FINAL DOCUMENT FOR DIVISION APPROVAL**

- 6A Finalize the plans for PRD Project Manager to obtain all necessary approvals including internal approvals as well as others (e.g. Stakeholders or Partners).

#### **STEP 7 – PLAN PUBLISHING AND DISTRIBUTION**

- 7A Incorporate final DNR approvals (signatures and resolutions) into the final document, publish, and deliver to the Project Manager, final plan documents as follows:
- Seven Hardcopy format
  - Six CD-ROM with hotlinks to related files in Adobe .pdf format for distribution
  - One CD-ROM with hotlinks to related files in Microsoft Word for the Project Manager's files.

#### **STEP 8 – ADDITIONAL MEETINGS**

- 8A Additional meetings beyond those identified in the Contract may be required for completion of the plans. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor.

NOTE: the project Purchase Order must include the amount needed for any additional meetings. The DNR Project Manager is responsible for securing additional or increased spending approvals.

## **Complete General Management Plans**

To expedite and streamline the planning process, this option will be implemented for all future plans. The following will be conducted in meeting the needs for fulfilling the former Phase 1 and Phase 2 plans.

### **STEP 1 – PROJECT INITIATION**

- 1A Project Initiation Meeting (in Lansing)  
Within two weeks of Purchase Order issuance, an initial “scoping meeting” will be held between the Contractor and DNR-PRD staff. The purpose of this meeting is to solidify roles, identify planning team participation and responsibilities, define project outcomes, review current issues, and review project timeline. Any available historical data or other relevant information will be shared.
- 1B Launch project website (set up for both public and Planning Team only access).
- 1C Initiate GIS mapping for planning.
- 1D Review the initial draft of the “Supporting Analysis” and “Legal Mandates” sections which PRD has prepared for the park. Identify any information gaps and incorporate into plan document format.
- 1E Project Start-up Meeting (at the park).  
Conduct a meeting of the park’s Planning Team (Department) consisting of the Management Plan Administrator, Stewardship, Lands Manager, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNR Resource programs (Fisheries, Wildlife, Law Enforcement, Marketing-Education-Technology, and Forest Management).
- f. Park Tour
  - g. Provide overview of planning process
  - h. Discuss resource(s) analysis
  - i. Review “management zones” and relationship to the park
  - j. Review other Resource programs interests in the park
  - k. Begin to develop stakeholders’ list and discuss their interests in the park

### **STEP 2 – GENERAL MANAGEMENT PLAN DEVELOPMENT**

- 2A Develop first draft of Supporting Analysis, Core Values, and Purpose and Significance Statements.
- 2B Planning Team Meeting (at the park).  
Conduct a meeting of the Planning Team, and based on information gained to date, Contractor will guide the internal Planning Team in their development of a draft “Management Zone” plan and development of “Purpose and Significance” statements for the park (these statements establish the “identity” of the park and become the “Mission Statement” for park planning and management).
- Items reviewed will include:
- Thorough analysis of natural resources, historic/cultural resources, recreational resources, and educational/outreach resources.
  - Legal parameters that DNR-PRD must be responsive to, such as:
    - Legislative mandates
    - Department/Commission/Division policy and directives
    - Land funding source stipulations
    - Easement restrictions

### **STEP 3 – PUBLIC OUTREACH (continuous throughout the process)**

- 3A Continue to manage and update the public website with information pertaining to the planning process and work to date.
- 3B Provide an opportunity for comment via the website and assimilate/summarize comments for review by Planning Team.

- 3C (Optional) Develop an online public survey with input from the Planning Team. Assimilate and summarize results for review by Planning Team.

#### **STEP 4 – PLANNING TEAM DRAFT ACTION GOALS DEVELOPMENT**

- 4A Planning Team Meeting (at park):  
Conduct a meeting of the Planning Team (Department) consisting of the Management Plan Administrator, Stewardship, Lands Manager, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNR Resource programs (Fisheries, Wildlife, Law Enforcement, Marketing-Education-Technology, and Forest Management).
- Review “Management Zones” and park “Purpose and Significance” statements
  - Develop objectives providing guiding principles/ vision for each zone
  - “Brainstorm” Action Goals for the Park as a whole and for each Management Zone, specific to:
    - Natural Resources
    - Cultural Resources
    - Recreation Opportunities
    - Education/Interpretation Opportunities
    - Management Focus
    - Visitor Experience
    - Further Development
  - Develop list of key stakeholders for next meeting.
  - Address any concerns, conflicts, or challenges that may have been identified with other Department programs or stakeholders.
- 4B Develop (Draft) compilation of Action Goals.
- 4C Planning Team Meeting (Go-to-Meeting) – Contractor to review Draft Action Goals with Planning Team.

#### **STEP 5 – (OPTIONAL) OUTREACH TO OTHER RECREATION PROVIDERS**

- 5A Recreation Providers Workshop (location TBD).
- Convene a meeting with other recreation providers in the immediate area.
- The purpose of this meeting with other Providers is to: assemble a detailed inventory of facilities and programs offered by the other area providers; and to explore a Planning Partnership that works to avoid unnecessary duplication of facilities and programs which are well-represented at other recreation areas in the region.
- 5B Planning Team Meeting (Go-to-Meeting) – Contractor to review input from workshop with Planning Team.
- 5C Based on input from Recreation Providers, revise draft documents of Management Zones, Purpose and Significance Statements and Action Goals.

#### **STEP 6 – STAKEHOLDER INPUT**

- 6A Develop list of key stakeholders for a Stakeholder Input Workshop.
- 6B Develop PowerPoint presentation and necessary meeting facilitation boards and aids for the Stakeholder Input Workshop.
- 6C Stakeholder Input Workshop (location TBD):  
Contractor conducts meetings/workshops with stakeholders to get input on “wants” for the park and impact of park on their interests and vice versa. Contractor must identify “wants” to attain, such as:
- Level of recreational development
  - Stewardship opportunities
  - Education/Outreach opportunities
  - Stakeholder/public inputs

NOTE: in some circumstances, more than one workshop will be scheduled to address input from special interest groups.

- 6D Planning Team Meeting (Go-to-Meeting) – Contractor must conduct a follow-up review of Stakeholder Workshop input. Further develop action goals to include: target date for completion, program input (source(s) that will contribute to the action) and responsible program position (person in charge).

### **STEP 7 – DRAFT GENERAL MANAGEMENT PLAN FOR DNR APPROVAL TO PROCEED**

- 7A Based on planning inputs to date, Contractor must produce a draft document for Project Manager review that contains:
- Park 'Purpose' statements
  - Park 'Significance' statements
  - Management Zone Plan
  - Management Zone Objectives
  - Long Range Action Goals Plan
  - Supporting background material
  - Project boundary adjustment recommendations
  - Summary of Focus Phase if applicable
- 7B (Optional) Incorporate EA/ EIS (to be provided by PRD) for incorporation into the draft plan.
- 7C Contractor must provide revised (Draft) plan for PRD approval to proceed.
- 7D DNR Project Manager to obtain PRD Chief Approval to proceed with taking the (Draft) Plan to Public Input.
- 7E Contractor must post Draft Plan on public website.

### **STEP 8 – PUBLIC INPUT OPEN HOUSE**

- 8A Update PowerPoint presentation and necessary meeting facilitation boards and aids as needed for the Public Open House.
- 8B Public Input Open House (location TBD)  
Contractor facilitates public open house to share efforts of Planning Team, Recreation Partners, and Stakeholders, and to get public input on the draft plan recommendations.
- Contractor must secure appropriate venue/location/time (venue fees, if any, paid by PRD).
  - Public Notice (Project Manager responsible for DNR Press Release...need 3-week lead time prior to public meeting).
  - Gather/document input.
- 8C Planning Team Meeting (Go-to-Meeting) – Contractor must conduct a follow-up review of Public Open House input.

### **STEP 9 – PREPARE FINAL DOCUMENTS FOR REVIEW AND INTERNAL APPROVAL**

- 9A Prepare final Plan document for Project Manager review.
- 9B Revise and resubmit Plan document for DNR Project Manager to obtain approvals as follows:
- Recommendation to Approve:
- PRD Management Team
  - Resource Bureau Management Team
  - NRC-Michigan State Park Advisory Committee
- Approval By:
- Chief, Parks and Recreation Division
  - Deputy Director, Resources
  - Director, Department of Natural Resources

## **STEP 10 – PUBLICATION AND DISTRIBUTION OF APPROVED PLAN**

10A Incorporate final DNR approvals (signatures and resolutions) into the final document, publish, and deliver to the Project Manager, final plan documents as follows:

- Seven Hardcopy format
- Six CD-ROM with hotlinks to related files in Adobe .pdf format for distribution
- One CD-ROM with hotlinks to related files in Microsoft Word for the Project Manager's files.
- One CD-ROM with GIS data for the Project Manager's use.

## **STEP 11 – ADDITIONAL MEETINGS**

11A Additional meetings beyond those identified in the Contract may be required for completion of the plans. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor.

NOTE: the project Purchase Order must include the amount needed for any additional meetings. The DNR Project Manager is responsible for securing additional or increased spending approvals.

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
**PROCUREMENT**  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

April 10, 2012

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B9200234**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>Birchler Arroyo Associates, Inc.</b> <b>28021 Southfield Road</b> <b>Lathrup Village, MI 48067</b>  <b>dbirchler@birchlerarroyo.com</b>	TELEPHONE (248) 423-1776 x12 <b>David Birchler</b>
	BUYER/CA (517) 241-1916 <b>Jim Wilson</b>
Contract Compliance Inspector: Paul Curtis (517) 335-4832 <b>Management Planning Services – Michigan Department of Natural Resources</b>	
CONTRACT PERIOD: From: <b>June 30, 2009</b> To: <b>December 31, 2013</b>	
TERMS <b>2% 13 – 1% 23 – Net 45</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

Effective immediately, the attached description of the change is hereby incorporated into this Contract

All other terms, conditions, specifications and pricing remain the same.

**AUTHORITY/REASON:**

Per vendor and agency agreement and DTMB/Procurement approval.

**TOTAL CONTRACT VALUE REMAINS: \$484,200.00**

*I. General*

This Change Authorization Request is subject to all terms and conditions of the subject contract between Birchler Arroyo Associates, Inc. and the State of Michigan. Except as expressly specified herein, all terms and conditions of the Contract shall remain in full force and effect upon execution of this request. This request is not valid until all parties sign it, the Issuing Office prepares a Contract Change Notice and the Department of Natural Resources and Environment issues a Purchase Order(s).

Description of Change

Reduce the number of hardcopy final published plans from seven (7) to three (3) for each park plan (Bald Mountain RA and Island Lake RA). The result of this change will be a total reduction of eight hardcopy plans from the contract. This savings will then be applied to the costs incurred in conducting an added meeting to get additional input from Oakland County Parks.

Costs

The \$420 cost of the extra meeting to be covered by savings in hardcopy cost of \$520 (\$65/copy x 8 (4 for each plan)).

Impact on Contract (\$ and Schedule)

Modify deliverables (reduce number of hardcopy plan documents)

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET** September 21, 2011  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B9200234**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (248) 423-1776 x12
<b>Birchler Arroyo Associates, Inc.</b> <b>28021 Southfield Road</b> <b>Lathrup Village, MI 48067</b>  <b>dbirchler@birchlearroyo.com</b>		<b>David Birchler</b>
		BUYER/CA (517) 241-1916 <b>Jim Wilson</b>
Contract Compliance Inspector: Paul Curtis (517) 335-4832 <b>Management Planning Services – Michigan Department of Natural Resources</b>		
CONTRACT PERIOD: From: <b>June 30, 2009</b> To: <b>December 31, 2013</b>		
TERMS	SHIPMENT	
<b>2% 13 – 1% 23 – Net 45</b>		<b>N/A</b>
F.O.B.	SHIPPED FROM	
<b>N/A</b>		<b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE(S):**

**Effective immediately this Contract is hereby EXTENDED to December 31, 2013 and INCREASED by \$342,000.00.**

**All other terms, conditions, specifications and pricing remain the same.**

**AUTHORITY/REASON:**

**Per vendor and agency agreement, Ad Board approval on 9/15/11 and DTMB/Purchasing Operations approval.**

**INCREASE: \$342,000.00**

**TOTAL REVISED CONTRACT VALUE: \$484,200.00**

## **Article 1 – Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

This is a Contract for management planning services for the Michigan Department of Natural Resources – Parks and Recreation Division (DNR-PRD) to complete the following Park Management Plans:

##### Phase 1 and Phase 2 Management Plans

- i. Tawas Point State Park
- ii. Wilderness State Park
- iii. Bald Mountain Recreation Area

##### Phase 2 Management Plans for Southwest Michigan Parks

- iv. Warren Dunes State Park
- v. Saugatuck Dunes State Park
- vi. Holland State Park
- vii. Grand Mere State Park

##### Phase 2 Management Plans for Saginaw Bay Parks

- viii. Bay City State Recreation Area
- ix. Sleeper State Park
- x. Port Crescent State Park

B. The project is anticipated to take approximately 21 months to complete; with the final plans, upon DNR-PRD approval, being published and submitted to DNR-PRD.

**C. DNR-PRD reserves the right to request the services under this Contract for additional park locations as funding permits.**

- 1. Time or funds will be added to the Contract, to complete any additional work, per the Change Request Process in Section 2.024 through official Contract Change Notice.

#### **1.012 Background**

DNR-PRD has initiated a comprehensive, long-range planning process that establishes management guidance that far exceeds that provided by the old “master plans.” Master plans focus primarily on development (location of roads and major use areas of a park). Management planning is far more comprehensive. It establishes “Management Zones” that prescribe natural resource and historic/cultural values, recreation opportunities, and education/interpretation opportunities. Level of development in each zone is also prescribed as is the “management focus,” which provides DNR staff with planning and operational guidance on a zone-by-zone basis. Another distinction between “master plans” and “management plans” is in their development. Management planning incorporates input and planning participation from all of the resource programs of the DNR, while the old master plans were strictly a product of PRD. Finally, management planning is not static. Built into the process are two additional phases (PH2-Long-Range Action Goals Plan and PH3-Implementation Plan) with required reviews and time limits that keep the planning process dynamic and flexible.

### **1.020 Scope of Work and Deliverables**

#### **1.021 In Scope**

The scope of work is to develop Phase 1 – General Management Plans and Phase 2 – Long Range Action Goals Plans for parks listed on the Change Authorization Request.

The Contractor will implement the defined “Management Planning Process” to complete the “Phase 1– General Management Plan” and “Phase 2 – Long Range Action Goals Plan.” **Work is to be completed in the following priority order:**

##### **Phase 1 – General Management Plan – 20-Year Plan**

All planning falls within the guidance of the DNR and PRD mission statements. The following will be conducted for the Phase 1 Plan:

1. Identify legal parameters that DNR-PRD must be responsive to, such as:
    - a. Legislative mandates
    - b. Department/Commission/Division policy and directives
    - c. Land funding source stipulations
    - d. Easement restrictions
  2. By conducting meetings with the DNR, the public, and stakeholders, Contractor will identify “wants” to attain, such as:
    - a. Level of recreational development
    - b. Stewardship opportunities
    - c. Education/Outreach opportunities
    - d. Stakeholder/public inputs
  3. Conduct thorough analysis of natural resources, historic/cultural resources, recreational resources, and educational/outreach resources.
  4. After developing above information internally, conduct a meeting(s) of the park’s Planning Team (Department internal) consisting of the Management Plan Administrator, Stewardship, Lands Manager, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNR Resource programs (Fisheries, Wildlife, Law Enforcement, Marketing-Education-Technology, and Forest Management).
    - l. Provide overview of planning process
    - m. Discuss resource(s) analysis
    - n. Review “management zones” and relationship to the park
    - o. Review other Resource programs interests in the park
    - p. Develop stakeholders’ list and discuss their interests in the park
  5. Based on information gained to date, Contractor will guide the internal Planning Team in their development of a draft “Management Zone” plan and development of “Purpose and Significance” statements for the park (these statements establish the “identity” of the park and become the “Mission Statement” for park planning and management).
  6. Immediately following the second Planning Team Meeting, held to discuss Purpose, Significance and Core Values, convene a meeting with other recreation providers in the immediate area, including but not limited to:
- (NOTE...this step applies only to planning for Bald Mountain Recreation**

**Area)**

- Huron Clinton Metropolitan Authority (Stony Creek Metropark)
- Oakland County Parks (Orion Oaks and Addison Oaks County Parks)
- Macomb County Parks Commission
- Oakland Township Parks & Recreation
- Orion Township Parks & Recreation
- City of Auburn Hills Parks & Recreation

The purpose of this meeting with other Providers is to: assemble a detailed inventory of facilities and programs offered by the other area providers; and to explore a Planning Partnership that works to avoid unnecessary duplication of facilities and programs at Bald Mountain State Recreation Area that are well-represented at other recreation areas in the region. The Partnership would strive to:

- Further define the Significance of BMSRA,
- Ensure that future development of BMSRA is truly unique and expands recreation opportunities for Michigan residents, especially those in the immediate regional area,
- Identify potential programs at BMSRA that would complement, rather than duplicate, other providers’ regular programming, and

- Establish a format for continued dialog with Partners in the region who also provide parks and recreation facilities and services.
7. Planning Team holds meetings(s)/workshop(s) with stakeholders to get input on “wants” for the park and impact of park on their interests and visa versa.
  8. Expanded Planning Team (internal + stakeholders) consensus agreement on Management Zone Plan for park and development of park Purpose and Significance statements, leading to development of a “draft” management plan.
  9. Conduct a public information meeting/workshop(s) to present draft management plan and generate public input on the proposed Purpose and Significance statements, and Zoning Plan for the park. Post draft information on the DNR web site for a 30-day additional comment period.
  10. Finalize the Park Management Plans based on public input and forward for final DNR approvals, including:

Recommendation to Approve:

- PRD Management Team
- Eco-team
- Statewide Council
- NRC-Michigan State Park Advisory Committee

Approval By:

- Chief, Parks and Recreation Division
- Deputy Director, Resources
- Director, Department of Natural Resources

**Phase 2 – Long-Range Action Goals Plan – 10-Year Plan**

All planning falls within the guidance of the DNR and PRD mission statements. The following will be conducted for the Phase 2 plan:

1. Verify and identify all legal parameters that DNR-PRD must be responsive to, such as: (This will have been developed in the Phase 1 Plan)
  - a. Legislative mandates
  - b. Department/Commission/Division policy and directives
  - c. Land funding source stipulations
  - d. Easement restrictions
2. Conduct meeting(s) of the PRD core Planning Team (Division internal) consisting of the Management Plan Administrator, Stewardship, Lands Manager, District Supervisor, District Planner, Park Manager and any needed staff.
  - a. Provide overview of Phase 2 planning process
  - b. Discuss Phase 1 plans, specifically “Management Zones” and park “Purpose and Significance” statements
  - c. Review interests in the Action Goals for the park for each Management Zone, specific to PRD desired outcomes for:
    - Natural Resources
    - Cultural Resources
    - Recreation Opportunities
    - Education/Interpretation Opportunities
    - Management Focus
    - Visitor Experience
    - Further Development
    - Develop list of key stakeholders for next meeting.
  - d. Identify any concerns, conflicts, or challenges that will have to be addressed with other Department programs or stakeholders.
3. PRD Section Chiefs review/approval to proceed (responsibility of Project Manager)

3. Conduct meeting(s) of the expanded park's Planning Team (Department internal) consisting of the Management Plan Administrator, Stewardship, Lands Manager, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNR Resource programs (Fisheries, Wildlife, Law Enforcement, Marketing-Education-Technology, and Forest Management).
  - a. Provide overview of Phase 2 planning process
  - b. Discuss Phase 1 plans, specifically "Management Zones" and park "Purpose and Significance" statements
  - c. Review interests in the Action Goals for the park for each Management Zone, specific to:
    - Natural Resources
    - Cultural Resources
    - Recreation Opportunities
    - Education/Interpretation Opportunities
    - Management Focus
    - Visitor Experience
    - Further Development
    - Develop list of key stakeholders for next meeting.
  - d. Address any concerns, conflicts, or challenges that may have been identified with other Department programs or stakeholders.
5. PRD Section Chiefs review/approval to proceed (responsibility of Project Manager)
6. After developing above information internally, conduct meeting(s) with key stakeholders for their input.

**(NOTE...for Bald Mountain Recreation Area include the following)**

- Huron Clinton Metropolitan Authority (Stony Creek Metropark)
  - Oakland County Parks (Orion Oaks and Addison Oaks County Parks)
  - Macomb County Parks Commission
  - Oakland Township Parks & Recreation
  - Orion Township Parks & Recreation
  - City of Auburn Hills Parks & Recreation
7. Consolidate all recommendations. Depending on scope of changes, a follow-up meeting of the Planning Team may be required to come to final recommendations of Action Goals for the park.
  8. PRD Section Chiefs review/approval to proceed (responsibility of Project Manager)
  9. Conduct a Public Open House for review and comment on proposed Action Goals.
  10. Finalize the plans for PRD to move through internal approvals.

For information:

- NRC - Michigan State Parks Advisory Committee
- DNR - Statewide Council
- DNR – EcoTeam
- PRD - Management Team

Recommendations to approve:

- Park Management Plan Administrator
- Stewardship Unit Manager
- District Supervisor
- Region Planner
- Park Manager

Plan approvals:

- Chief, Planning Section
- Chief, Operations Section
- Chief, Parks and Recreation Division

8. Publish and distribute

### **1.022 Work and Deliverable**

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

#### **Phase 1 – General Management Plan – 20-Year Plan**

One individual Plan for Bald Mountain Recreation Area, Tawas Point SP and Wilderness SP. The Contractor will implement the defined “Management Planning Process” and address the following sequence of work items to complete the “Phase 1 General Management Plan (GMP).” (NOTE...if any additional parks are added for Phase 1 planning, these steps will apply.)

- The Contractor will design a website for Phase 1 and Phase 2, as a part of Phase 1. The website will be accessible from the Contractor’s home site. Links will be provided to the DNR as well.
- The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor’s website.

#### **Step 1 – Project Initiation (One meeting - Lansing)**

Within two weeks of award of the Contract, an initial “scoping meeting” will be held in Lansing, Michigan between the Contractor and DNR-PRD staff. The purpose of this meeting is to solidify roles, identify responsibilities, and define project outcomes. Any available historical data or other relevant information will be shared.

- For the Phase 1 – General Management Plan (GMP), PRD has prepared an initial draft of the “Supporting Analysis” section for the park. Review and identify any information gaps.
- DNR accounting staff will review invoicing and project tracking needs.

#### **Step 2 – Project Start-up Meeting**

After the Contractor has evaluated the information from the first meeting, a “start-up” meeting of the “Planning Team” for Phase 1 planning of specified park to be held at the park.

The Planning Team will include participation from all resource programs of the DNR. The “Supporting Analysis” will be reviewed with all participants to form a common basis of understanding. (Note: the Contractor will add to or modify this section as needed to reflect the input gathered from the Planning Team throughout the planning process). The Contractor will provide: Plan Scope and Schedule, identification of work responsibilities, areas of needed assistance, identification of stakeholders, and proposed dates for planning outcomes. The primary purpose of this meeting is to solicit input from all DNR resource programs, and to identify any internal conflicts or issues.

#### **Step 3 – Supporting Analysis, (Core Values) Purpose and Significance Statements, and Management Zone Map (assume two meetings) to be held at the park.**

This step of the planning process focuses on the collection of background (supporting) information and identification of all “legal mandates,” drafting of preliminary park “Purpose” and “Significance” statements to establish the “identity” of the park, and the development of draft “Management Zone Plans”. These tasks are further defined as follows:

- SUPPORTING ANALYSIS** – The Contractor will expand upon the “Supporting Analysis” materials provided by the DNR with input gathered from the Planning Team and research of other data sources as needed. (Note: the initial draft of this section provided by the DNR will serve as the base draft to be expanded upon and modified as needed.) Text will be supplemented with maps where appropriate and data availability allows. An overview of information required in the “Supporting Analysis” includes but is not limited to:
  - Park Setting Description:** For each park and surrounding properties, describe the location, population, accessibility, general history, date of acquisition, development, and land ownership and use issues. Additionally, relate the park to other state, regional,

county, township, municipal parks and trailway plans, current and future uses, and existing zoning.

2. Natural Resources Assessment: Research and review the ecoregional content of the park, water resources (wetlands, rivers/streams, and lakes), forest cover, climate, soils, topography, and geological context, and information on flora and fauna.
3. Historic/Cultural Resources Assessment: Provide information regarding historically significant features of the park, including physical, cultural, and archaeological. Reference any existing archaeological surveys or reports.
4. Education and Interpretation Opportunities: Identify all educational and interpretive programming that occurs either in the park or for which the park is the subject of interest. List all volunteer activities.
5. Recreation Opportunities: List all existing recreational activities in the park. Identify any and all areas of potential conflict. Compare the recreational opportunities within the park with those already provided in the county/region by other state, federal, or local facilities.
6. Use Statistics and Economic Impact Analysis: Present and interpret park use statistics, to include: park visitor numbers (by Day-Use and Camper categories), average length of stay, number of people in the party, distance traveled, etc. (DNR will provide data for contractor's use.)

Assuming data availability, use the Michigan State University "MGM2-Short Form" (Economic Model) program to develop the required Economic Impact Analysis; see at website: <http://web4.canr.msu.edu/mgm2/MGM2short.htm>.

b. **CORE VALUES** - Identify any legal mandates including, but not limited to:

- Department Land-Use Orders
- Department Policies and Directives
- Memorandums of Agreement (and Understanding)
- Formal Agreements
- Mandates (Legislative, NRC, etc.)
- Land acquisition funding source restrictions
- Easements and Rights-of-Way, etc.

DNR will provide available information on the above, however, Contractor will research and provide additional information.

1. Facilitate Planning Team discussion and development of draft park "Purpose" and "Significance" statements to help establish an "identity" for each property. The Contractor will post the results of the meeting on the website within two weeks.
2. Park Purpose Statements: Park purpose statements are based on park legislation, legislative history, special designations and DNR policies. These statements reaffirm the reasons for which the park was identified as part of the State Park system.
3. Park Significance Statements: Park significance statements capture the essence of the park's importance to our State's natural and cultural heritage. These statements describe the distinctiveness of the park. Understanding these distinctions help managers make decisions that preserve those special resources and values necessary to accomplish the park's purposes.
4. **(NOTE...this step applies only to planning for Bald Mountain Recreation Area)** Immediately following the second Planning Team Meeting, held to discuss Purpose, Significance and Core Values, convene a meeting with other recreation providers in the immediate area, including but not limited to:

- Huron Clinton Metropolitan Authority (Stony Creek Metropark)
- Oakland County Parks (Orion Oaks and Addison Oaks County Parks)
- Macomb County Parks Commission
- Oakland Township Parks & Recreation
- Orion Township Parks & Recreation
- City of Auburn Hills Parks & Recreation

The purpose of this meeting with other Providers is to: assemble a detailed inventory of facilities and programs offered by the other area providers; and to explore a Planning Partnership that works to avoid unnecessary duplication of facilities and programs at Bald Mountain State Recreation Area that are well-represented at other recreation areas in the region. The Partnership would strive to:

- Further define the Significance of BMSRA,
- Ensure that future development of BMSRA is truly unique and expands recreation opportunities for Michigan residents, especially those in the immediate regional area,
- Identify potential programs at BMSRA that would complement, rather than duplicate, other providers' regular programming, and
- Establish a format for continued dialog with Partners in the region who also provide parks and recreation facilities and services.

**c. "DRAFT" MANAGEMENT ZONE PLANS:**

1. Facilitate Planning Team discussion and development of a "draft" Management Zone Plan for each park utilizing the "Standard Management Zones" provided by PRD. With Planning Team input, develop a comprehensive "Management Zone Map" that sub-divides the park into specific (standard) management zones. (If needed, the Team can create specific, non-standard zones).
2. Also develop maps of each individual zone and an accompanying narrative description that addresses the following (for each zone):
  - Natural Resources
  - Historic/Cultural Resources
  - Education/Interpretation Opportunities
  - Recreation Opportunities
  - Visitor Experience
  - Management Focus
  - Development Guidance

**Note:** All mapping is to be developed in ARC-GIS format (compatible with v9.2)

3. The Contractor will be responsible for recording minutes of all meetings for reference in the final plans.

**Step 4 – Expand Planning Team to incorporate Stakeholder participation and input. (One meeting) to be held at a suitable location in the vicinity of the park.**

- a. Incorporate key "Stakeholders" into the Planning Team. These will be identified by the Team, and selected to represent primary user groups and/or representatives of issues or concerns that impact the park. Conduct "Stakeholder Planning Meeting(s)" and review the planning process, activities and actions to-date of the Planning Team. If a "hot button" topic is encountered, additional meetings may be required.
- c. Lead dialogue with stakeholders to gain understanding of issues and conflicts, and facilitate collective (Team) resolution of same.
- d. Consolidate Stakeholder input into revised "Draft – Purpose and Significance

Statements,” and a revised “Draft – Management Zone Plan.” Key to this step is establishment of consensus Team recommendations. DNR will post these findings on the DNR web site. The Contractor will post the findings on the website they developed for Phase 1.

- d. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor’s website.

**Step 5 – Public Information Meeting (One meeting) to be held at a suitable location in the vicinity of the park.**

- a. Conduct Public Information Meeting. Present an overview of the Management Planning Process, review key outcomes of the Planning Team, and facilitate public input. The Planning Team will participate in the meetings and will assist in addressing questions.
- b. Preparation required for the meetings includes public notification by means of press releases, posting on the DNR web site, and other formats. The Contractor will provide opportunities for public input, including but not limited to:
  1. An on-line survey – available at least one week before through one week after the workshop.
  2. A written survey during the workshop.
  3. Obtain oral and written comments during the workshop.
- c. The “Draft Purpose and Significance” statements and the “Draft Management Zone Plans” will be posted on DNR’s web site for an additional public comment opportunity for 30 days after the meetings.
- d. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor’s website.

**Step 6 – Finalize Phase 1 – General Management Plan**

Address public input (including comment from the web site posting) with the Planning Team, and revise draft documents if so determined by the Team. Complete all text into final format and distribute to the Team for review and comment. Finalize, based on Team input.

**Step 7-- Phase 1 – General Management Plans Approval**

- a. The Contractor will provide the DNR the number of copies of the final draft General Management Plan (GMP) required to facilitate Division review.
- b. The DNR will move the “Final” Management Plan through the Department approval process. This includes reviews by:

Recommendation to Approve:

- PRD Management Team
- Department Eco-Team
- NRC-Michigan State Parks Advisory Committee
- Department Statewide Council

Approval By:

- Chief, PRD Division
- Deputy Director, Stewardship
- Director, Department of Natural Resources and Environment

- c. The Contractor will address any questions, changes, or modifications that may be required through the various reviews and approvals.

**Step 8 – Plan Publishing and Distribution**

Upon final approval by the Director of the DNR, the Contractor will publish the approved Plans (bearing all signatures) in two formats—7 hard copies and 10 CD-ROMs with hotlinks to related files. (NOTE...of the 10 CD-ROMS, nine will be in ADOBE pdf format for distribution. The tenth will be in Microsoft Word

format for the Project Manager's files). The Contractor shall submit all hard copies and CD-ROMs to the DNR Contract Compliance Inspector (CCI) identified in Section 1.032.

### **Step 9 – Additional Meetings**

Additional meetings beyond those identified in the Contract may be required for completion of the Plan. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor for preparation of the Plan, per Attachments A and B.

### **Phase 2 – Long-Range Action Goals Plans – 10-Year Plans**

All planning falls within the guidance of the DNR and PRD mission statements, and specifically within the "Phase 1 – General Management Plan" for the park. The Phase 1 plans are the basis for developing the Phase 2 – Long-Range Action Goals.

The Contractor will implement the defined "Management Planning Process" and address the following sequence of work items to complete the "Phase 2 – Long-Range Action Goals Plans" for the following parks:

- Bald Mountain Recreation Area
- Tawas Point State Park
- Wilderness State Park
- Warren Dunes State Park
- Saugatuck Dunes State Park
- Holland State Park
- Grand Mere State Park
- Bay City State Recreation Area
- Sleeper State Park
- Port Crescent State Park
- 

### **Step 1 – Project Initiation (one meeting) - (NOTE: this applies to both Phase 1 and Phase 2 plans)**

- a. Within two weeks of Contract award, an initial "scoping meeting" will be held in Lansing, Michigan between the Contractor and DNR-PRD staff. The purpose of this meeting is to solidify roles, identify responsibilities, and define project outcomes. Any available historical data or other relevant information will be shared. At this meeting we will also identify other DNR staff to participate on the Planning Team for subsequent planning efforts and site visits.
- b. For Phase 2 planning a "**start-up**" meeting will be held at the park. The meeting of the Planning Team will include participation from all resource programs of the DNR. The Phase 1 – General Management Plan will be reviewed with all participants to form a common basis of understanding. The Contractor will provide: Plan Scope and Schedule, identification of work responsibilities, areas of needed assistance, identification of stakeholders, and proposed dates for planning outcomes. The primary purpose of this meeting is to solicit input from all DNR resource programs and to identify any conflicts or issues.
- c. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.
- e. The Contractor will design a website for Phase 2. The website will be accessible from the Contractor's home site. Links will be provided to the DNR as well.

### **Step 2 – Verify from the Phase 1 Plans and identify all legal parameters that DNR-PRD must be responsive to, such as:**

- a. Legislative mandates
- b. Department/Commission/Division policy and directives
- c. Land funding source stipulations
- d. Easement restrictions

### **Step 3 – Action Goal Development (two meetings) by the park's Planning Team (internal) consisting of the Management Plan Administrator, Stewardship, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNR Resource programs (Fisheries, Wildlife, Law, Marketing-Education-Technology, and Forest Management).**

- a. Provide overview of Phase 2 planning process
- b. Discuss Phase 1 plans, specifically "Management Zones" and park "Purpose and

- Significance” statements
- c. Review interests in the Action Goals for the parks for each Management Zone, specific to:
    - Natural Resources
    - Cultural Resources
    - Recreation Opportunities
    - Education/Interpretation Opportunities
    - Management Focus
    - Visitor Experience
    - Further Development
    - Develop list of key stakeholders for next meeting
  - e. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor’s website.

**Step 4 – Stakeholder Meetings (one meeting) to be held at the park or a nearby location.**

- a. The Contractor, with assistance from the DNR, will present an overview presentation of the Phase 2 Planning Process to the stakeholders. The Contractor will facilitate a review of the management zones, purpose and significance statements, and legal mandates summary for each property.
- b. The Contractor will evaluate the stakeholders’ interests in specific Action Goals for each property, by management zone, as they relate to: natural resources, cultural resources, recreation opportunities, education/interpretation opportunities, management focus, visitor experience, and further development.
- c. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor’s website.

**Step 5 – Consolidate all recommendations.** Depending on scope of changes, a follow-up meeting of the Planning Team may be required to come to final recommendations of Action Goals for the park. PRD review/approval of recommendations will be secured prior to public input meeting.

- a. The Contractor will consolidate the Action Goals recommendations of the Planning Team and stakeholders from Steps (and Meetings) 3 and 4 by management zone, and identify ‘Target Date,’ ‘Program Input,’ and ‘Responsible Position’ for each goal.
- b. The Contractor will share the consolidated recommendations with the Planning Team for review and comment. All comments will be reviewed with the DNR, and revisions made, as necessary.
- c. An optional Planning Team meeting may be held if there are significant conflicts that require face-to-face discussion by the Planning Team. This meeting would be held at the park and would be charged as an additional meeting per Attachment A.
- d. The Contractor will prepare draft Action Goals for presentation and review at the Step 6 Public Information Meeting, including the minutes of any optional Step 5 team meeting.
- e. The Contractor will revise the draft Action Goals as needed, following DNR review, and post them to the website in advance of Public Information Meeting.

**Step 6 – Public Information Meeting (one meeting) to be held at a suitable location near the park.**

- a. Conduct Public Information Meeting. Present an overview of the Management Planning Process, and review key outcomes of the Planning Team, and facilitate public input. The Planning Team will participate in the meetings and will assist in addressing questions. The Contractor, with assistance from the Planning Team, will facilitate public input using a variety of techniques that may include: recording comments and posting them around the meeting room; providing a “workshop station” for each park property, manned by Contractor and Planning Team resource personnel, with Action Goals summary displays and summary sheets that invite written comment.
- b. Preparation required for the meetings includes public notification by means of press releases, posting on the Contractor’s website and on the DNR website, and other formats, securing a meeting venue, developing an agenda and inviting stakeholders.
- d. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the websites.
- e. The Contractor will post the “Draft Phase 2 – Long-Range Action Goals” plan on their website and on the DNR website for an additional 10 days of public comment following the public information meeting, with email or similar contact/comment options.

### **Step 7 – Finalize Phase 2 – Long-Range Action Goals Plans**

Address public input (including comment from the web site posting) with the Planning Team, and revise draft documents if so determined by PRD. Complete all text into final format and finalize.

- a. The Contractor will share the results of all public comments with the Planning Team by means of a summary report of the raw comments.
- b. The Contractor will revise and finalize Long-Range Action Goals Plan documents as directed by the DNR, based on the Planning Team's responses to the public comments.

### **Step 8 -- Phase 2 – Long-Range Action Goals Plans Approval**

- a. The DNR will move the "Final" Long-Range Action Goals Plans through the Division approval process. This includes:

#### For information:

- NRC - Michigan State Parks Advisory Committee
- DNR - Statewide Council
- DNR – EcoTeam
- PRD - Management Team

#### Recommendations to approve:

- Park Management Plan Administrator
- Stewardship Unit Manager
- District Supervisor
- Region Planner
- Park Manager
- Marketing and Outreach

#### Plan approvals:

- Chief, Planning Section
- Chief, Operations Section
- Chief, Recreation Division

- b. The Contractor will address any questions, changes, or modifications that may be required through the various reviews and approvals.
- c. The Contractor will provide the final Long-Range Action Goals Plan documents for the Division approval process.

### **Step 9 – Plan Publishing and Distribution**

Upon final approval by the Chief of Parks and Recreation Division, the Contractor will publish the approved Plans (bearing all signatures) in two formats—7 hard copies and 7 CD-ROMs with hotlinks to related files. (NOTE...of the 7 CD-ROMS, six will be in ADOBE pdf format for distribution. The seventh will be in Microsoft Word format for the Project Manager's files). The Contractor shall submit all hard copies and CD-ROMs to the DNR Contract Compliance Inspector (CCI) identified in Section 1.032.

### **Step 10 – Additional Meetings**

Additional meetings beyond those identified in the Contract may be required for completion of the Plans. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor for preparation of the Plans, per Attachment A.

## **1.030 Roles and Responsibilities**

### **1.031 Contractor Staff, Roles, and Responsibilities**

- A. For purposes of this Contract, the following Contractor staff are considered "Key Personnel"
  - Project Director/Project Management/Workshop Facilitator – David Birchler
  - Project Planner, preparation of GMPs, periodic reports, attend Planning Team Meetings, Stakeholder Workshop and Public Participation Workshop – Jill Bahm
  - Geographic Information Systems Specialist – Sheila Starks
- B. The Contractor may designate additional "Key Personnel" based on their previous experience in similar contracts. The Contractor must provide up to date organizational chart clearly identifying the Key Personnel

and any other personnel that will assist on this Contract. Changes in the structuring or assignment of the account representative must be agreed upon with the State of Michigan prior to the change.

#### **1.040 Project Plan**

##### **1.041 Project Plan Management**

Within two weeks of Contract award, a detailed Project Plan must be submitted to the Contract Compliance Inspector (CCI) by the Contractor. The Contractor must maintain and keep current the Project Plan, resubmitting it to the CCI whenever changes are made.

##### **1.042 Reports**

In addition to the final published Plans, the following reports will be required from the Contractor at no additional cost:

- A. A progress report, sent to the DNR CCI, via email, two times each month outlining progress made, any foreseeable problems, which will need resolution, and projected progress before the next report.
- B. For each meeting scheduled and identified in Section 1.022, copies of the recorded Minutes of the meeting, emailed to the DNR CCI and Planning Team. The Minutes will also be referenced in the final Plan(s).
- C. The State reserves the right to hold a monthly meeting with DNR CCI to outline progress made for the month, projected progress, and any anticipated problems. (It is expected that the Bi-monthly progress reports will address any issues)
- D. The State reserves the right to amend the list of required reports from the Contractor.

#### **1.050 Acceptance**

##### **1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW: Individual approval by DNR of each task or deliverable identified in Section 1.022.

##### **1.052 Final Acceptance**

Final approval given by the DNR Director, will constitute acceptance of the Plans as follows: Plan Publication and Distribution (in Section 1.022 Step 8 for Phase 1 Plans and 1.022 Step 9 for Phase 2 Plans).

#### **1.060 Proposal Pricing**

##### **1.061 Proposal Pricing**

Contractor will invoice only for work that has been completed and accepted by the DNR, based upon the attached pricing sheet (Attachments A and B).

##### **1.062 Price Term**

Firm Fixed Price - Prices quoted are firm for the entire length of the Contract.

##### **1.063 Tax Excluded from Price**

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

**1.064 Holdback – Deleted – Not Applicable**

#### **1.070 Additional Requirements**

**1.071 Additional Terms and Conditions specific to this Contract**

A. Contractor will need to work with the following DNR staff involved in this contract. Mr. Paul N. Curtis will be responsible for contract oversight and DNR approvals of the contractor's work. Mr. Curtis will be the point person in the overall process. Other DNR staff will be identified, as needed.

**B. Other Roles and Responsibilities:**

1. The Contractor is expected to interact with and include additional state agencies and stakeholders as requested by the DNR. The following State Agency's involvement will be on an "as needed" basis:
  - State Historic Preservation Office
2. The following list of Stakeholders and public entities, are an example of additional involvement in this project from outside concerns. This list is not all inclusive, and it is expected that stakeholders specific for each park will be identified by the Planning Teams:
  - a. Local units of government; county, township and municipal
  - b. DNR – Southern Lower Peninsula EcoTeam
  - c. MSHDA (former History, Arts and Libraries)
  - d. NRC-Michigan State Parks Advisory Committee
  - e. Friends groups
  - f. MMBA (Michigan Mountain Bike Association)
  - g. MHC (Michigan Horse Council)
  - h. The Nature Conservancy
  - i. Conservation Districts:
  - j. Legislative
  - k. MSU Extension
  - l. General Public

## CHANGE AUTHORIZATION REQUEST

Contract No 071B9200234  
Change Authorization Request No. 3

### I. General

This Change Authorization Request is subject to all terms and conditions of the subject contract between Birchler Arroyo Associates, Inc. and the State of Michigan. Except as expressly specified herein, all terms and conditions of the Contract shall remain in full force and effect upon execution of this request. This request is not valid until all parties sign it, the Issuing Office prepares a Contract Change Notice and the Department of Natural Resources and Environment issues a Purchase Order(s).

### II. Description of Change

The purpose of this change is to add the preparation of Management Plans to this contract as follows: (see also attached Statement of Work)

Phase 1 – General Management Plan and Phase 2 – Long Range Action Goals Plan for: -  
- Wilderness State Park - \$60,000.00  
- Tawas Point State Park - \$50,000.00  
- Bald Mountain Recreation Area - \$60,000.00  
- Island Lake Recreation Area - \$60,000

Phase 2 – Long Rang Action Goals Plans for:  
- Holland State Park - \$16,000.00  
- Saugatuck Dunes State Park - \$16,000.00  
- Grand Mere State Park - \$16,000.00  
- Warren Dunes State Park - \$16,000.00  
- Bay City State Recreation Area - \$16,000.00  
- Sleeper State Park - \$16,000.00  
- Port Crescent State Park - \$16,000.00

NOTE... Work is not to begin on any of these projects until such a time as a Purchase Order is issued with the name of the project and phases included. Exact timelines for deliverables will be agreed to prior to a Purchase Order being issued for each project.

Extend end date of the contract to 12/31/2013 to cover the above projects.

### III. Costs

Increase: \$342,000

IV. Impact on Contract (\$ and Schedule)

Add \$342,000 to contract and extend contract to 12/31/2013.

V. Signatures

Contractor

By: *Laura C. Buckler*

Title: *President, Birnieley Arroyo Associates, Inc.*

Date: *21 July 2011*

DTMB Contract Administrator

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

March 21, 2011

**CHANGE NOTICE NO. 2 (REVISED)**  
**TO**  
**CONTRACT NO. 071B9200234**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (248) 423-1776 x12
<b>Birchler Arroyo Associates, Inc.</b> <b>28021 Southfield Road</b> <b>Lathrup Village, MI 48067</b>  <b>dbirchler@birchlearroyo.com</b>		<b>David Birchler</b>
		BUYER/CA (517) 241-1916 <b>Jim Wilson</b>
Contract Compliance Inspector: Paul Curtis (517) 335-4832 <b>Management Planning Services – Michigan Department of Natural Resources</b>		
CONTRACT PERIOD: From: <b>June 30, 2009</b>		To: <b>December 31, 2012</b>
TERMS	SHIPMENT	
<b>2% 13 – 1% 23 – Net 45</b>		<b>N/A</b>
F.O.B.	SHIPPED FROM	
<b>N/A</b>		<b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE(S):**

Effective immediately this Contract is hereby **EXTENDED** to December 31, 2012 and **INCREASED** by \$56,500.00 for planning services to develop state park management plans (Phase 1 and 2) for Waterloo and Pinckney State Parks. Please see attachments for more information.

All other terms, conditions, specifications and pricing remain the same.

**AUTHORITY/REASON:**

Per vendor and agency agreement, Ad Board approval on 3/1/11 and DTMB/Purchasing Operations approval.

**INCREASE: \$56,500.00**

**TOTAL REVISED CONTRACT VALUE: \$142,200.00**

## **Article 1 – Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

- D. This is a Contract for management planning services for the Michigan Department of Natural Resources and Environment - Recreation Division (DNRE-RD) to complete Phase 1 and Phase 2 – Park Management Plans for Pinckney State Recreation Area and Waterloo State Recreation Area.
- E. The project is anticipated to take approximately 21 months to complete; with the final plans, upon DNRE-RD approval, being published and submitted to DNRE-RD.
- F. **DNRE-RD reserves the right to request the services under this Contract for additional park locations as funding permits.**

1. **If additional funding can be secured, the following planning work will be added to the Contract in the following priority of work:**

Complete Phase 1 – General Management Plans for:  
Tawas Point State Park

Complete Phase 2 – Long Range Action Goals Plan for:  
Bay City State Recreation Area  
Tawas Point State Park  
Sleeper State Park  
Port Crescent State Park

2. Any necessary additional time or funds will be added to the Contract, to complete the work described above, per the Change Request Process in Section 2.024, through official Contract Change Notice.

#### **1.012 Background**

DNRE-RD has initiated a comprehensive, long-range planning process that establishes management guidance that far exceeds that provided by the old “master plans.” Master plans focus primarily on development (location of roads and major use areas of a park). Management planning is far more comprehensive. It establishes “Management Zones” that prescribe natural resource and historic/cultural values, recreation opportunities, and education/interpretation opportunities. Level of development in each zone is also prescribed as is the “management focus,” which provides DNRE staff with planning and operational guidance on a zone-by-zone basis. Another distinction between “master plans” and “management plans” is in their development. Management planning incorporates input and planning participation from all of the resource programs of the DNRE, while the old master plans were strictly a product of RD. Finally, management planning is not static. Built into the process are two additional phases (PH2-Long-Range Action Goals Plan and PH3-Implementation Plan) with required reviews and time limits that keep the planning process dynamic and flexible.

### **1.020 Scope of Work and Deliverables**

#### **1.021 In Scope**

The scope of work is to develop Phase 1 and Phase 2 – General Management Plans for Pinckney State Recreation Area and Waterloo State Recreation Area.

The Contractor will implement the defined “Management Planning Process” to complete the “Phase 1 and Phase 2 – General Management Plans.”

#### **Phase 1 – General Management Plans – 20-Year Plans**

One individual Plan for each park, Pinckney State Recreation Area and Waterloo State Recreation Area. All planning falls within the guidance of the DNRE and RD mission statements. The following will be conducted for each Phase 1 Plan:

11. Identify legal parameters that DNRE-RD must be responsive to, such as:
  - e. Legislative mandates
  - f. Department/Commission/Division policy and directives
  - g. Land funding source stipulations
  - h. Easement restrictions

12. By conducting meetings with the DNRE, the public, and stakeholders, Contractor will identify “wants” to attain, such as:
  - a. Level of recreational development
  - b. Stewardship opportunities
  - c. Education/Outreach opportunities
  - d. Stakeholder/public inputs
13. Conduct thorough analysis of natural resources, historic/cultural resources, recreational resources, and educational/outreach resources.
14. After developing above information internally, conduct a meeting(s) of the park’s Planning Team (internal) consisting of the Management Plan Administrator, Stewardship, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNRE Resource programs (Fisheries, Wildlife, Law, Marketing-Education-Technology, Forest Management, and Office of Land and Facilities).
  - q. Provide overview of planning process
  - r. Discuss resource(s) analysis
  - s. Review “management zones” and relationship to the park
  - t. Review other Resource programs interests in the park
  - u. Develop stakeholders’ list and discuss their interests in the park
15. Based on information gained to date, the internal Planning Team will develop a draft “Management Zone” plan and discuss the “Purpose and Significance” for the park (these statements become the “Mission Statement” for the park).
16. Planning Team holds meetings(s)/workshop(s) with stakeholders to get input on “wants” for the park and impact of park on their interests and visa versa.
17. Expanded Planning Team (internal + stakeholders) consensus agreement on Management Zone Plan for park and development of park Purpose and Significance statements, leading to development of a “draft” management plan.
18. Conduct a public information meeting/workshop(s) to present draft management plan and generate public input on the proposed Purpose and Significance statements, and Zoning Plan for the park. Post draft information on the DNRE web site for a 30-day additional comment period.
19. Finalize the Park Management Plans based on public input and forward for final DNRE approvals, including:

Recommendation to Approve:

- RD management team
- Eco-team
- Statewide Council
- NRC-Michigan State Park Advisory Committee

Approval By:

- RD Division Chief
- DNRE Stewardship Deputy
- DNRE Director

**1.022 Work and Deliverable**

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**Phase 1 – General Management Plans – 20-Year Plan**

One individual Plan for Pinckney State Recreation Area and one individual Plan for Waterloo State Recreation Area. The Contractor will implement the defined “Management Planning Process” and address the following sequence of work items to complete the “Phase 1 and Phase 2 – General Management Plans (GMP).” (NOTE...if any of the additional parks are added for Phase 1 planning, these steps will apply.)

- b. The Contractor will design a website for Phase 1 and Phase 2, as a part of Phase 1. The website will be accessible from the Contractor's home site. Links will be provided to the DNRE as well.
- b. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.

**Step 1 – Project Initiation (one meeting)**

Within two weeks of award of the Contract, an initial "scoping meeting" will be held in Lansing, Michigan between the Contractor and DNRE-RD staff. The purpose of this meeting is to solidify roles, identify responsibilities, and define project outcomes. Any available historical data or other relevant information will be shared.

- a. For the Phase 1 – General Management Plans (GMP), RD has prepared an initial draft of the "Supporting Analysis" section for each park. Review and identify any information gaps.

**Step 2 – Project Start-up Meeting (one meeting...two individual parks addressed separately)**

After the Contractor has evaluated the information from the first meeting, a "start-up" meeting of the "Planning Team" for Phase 1 planning of Pinckney State Recreation Area and Waterloo State Recreation Area will be held at **the park** (note...the close proximity of these parks to each other will allow "joint" meetings to be held. These may alternate between parks as needed/desired.)

The Planning Team will include participation from all resource programs of the DNRE. The "Supporting Analysis" will be reviewed with all participants to form a common basis of understanding. (Note: the Contractor will add to or modify this section as needed to reflect the input gathered from the Planning Team throughout the planning process). The Contractor will provide: Plan Scope and Schedule, identification of work responsibilities, areas of needed assistance, identification of stakeholders, and proposed dates for planning outcomes. The primary purpose of this meeting is to solicit input from all DNRE resource programs, and to identify any internal conflicts or issues.

**Step 3 – Supporting Analysis, (Core Values) Purpose and Significance Statements, and Management Zone Map (assume two meetings) to be held at the park.**

This step of the planning process focuses on the collection of background (supporting) information and identification of all "legal mandates," drafting of preliminary park "Purpose" and "Significance" statements to establish the "identity" of the park, and the development of draft "Management Zone Plans". These tasks are further defined as follows:

- e. **SUPPORTING ANALYSIS** – The Contractor will expand upon the "Supporting Analysis" materials provided by the DNRE with input gathered from the Planning Team and research of other data sources as needed. (Note: the initial draft of this section provided by the DNRE will serve as the base draft to be expanded upon and modified as needed.) Text will be supplemented with maps where appropriate and data availability allows. An overview of information required in the "Supporting Analysis" includes but is not limited to:
  - 7. Park Setting Description: For each park and surrounding properties, describe the location, population, accessibility, general history, date of acquisition, development, and land ownership and use issues. Additionally, relate the park to other state, regional, county, township, municipal parks and trailway plans, current and future uses, and existing zoning.
  - 8. Natural Resources Assessment: Research and review the ecoregional content of the park, water resources (wetlands, rivers/streams, and lakes), forest cover, climate, soils, topography, and geological context, and information on flora and fauna.
  - 9. Historic/Cultural Resources Assessment: Provide information regarding historically significant features of the park, including physical, cultural, and archaeological. Reference any existing archaeological surveys or reports.
  - 10. Education and Interpretation Opportunities: Identify all educational and interpretive programming that occurs either in the park or for which the park is the subject of interest. List all volunteer activities.
  - 11. Recreation Opportunities: List all existing recreational activities in the

park. Identify any and all areas of potential conflict. Compare the recreational opportunities within the park with those already provided in the county/region by other state, federal, or local facilities.

12. Use Statistics and Economic Impact Analysis: Present and interpret park use statistics, to include: park visitor numbers (by Day-Use and Camper categories), average length of stay, number of people in the party, distance traveled, etc. (DNRE will provide data for contractor's use.)

Assuming data availability, use the Michigan State University "MGM2-Short Form" (Economic Model) program to develop the required Economic Impact Analysis; see at website: <http://web4.canr.msu.edu/mgm2/MGM2short.htm>.

b. **CORE VALUES** - Identify any legal mandates including, but not limited to:

- Department Land-Use Orders
- Department Policies and Directives
- Memorandums of Agreement (and Understanding)
- Formal Agreements
- Mandates (Legislative, NRC, etc.)
- Land acquisition funding source restrictions
- Easements and Rights-of-Way, etc.

DNRE will provide available information on the above, however, Contractor will research and provide additional information.

3. Facilitate Planning Team discussion and development of draft park "Purpose" and "Significance" statements to help establish an "identity" for each property. The Contractor will post the results of the meeting on the website within two weeks.

4. Park Purpose Statements: Park purpose statements are based on park legislation, legislative history, special designations and DNRE policies. These statements reaffirm the reasons for which the park was identified as part of the State Park system.

4. Park Significance Statements: Park significance statements capture the essence of the park's importance to our State's natural and cultural heritage. These statements describe the distinctiveness of the park. Understanding these distinctions help managers make decisions that preserve those special resources and values necessary to accomplish the park's purposes.

c. **"DRAFT" MANAGEMENT ZONE PLANS:**

3. Facilitate Planning Team discussion and development of a "draft" Management Zone Plan for each park utilizing the "Standard Management Zones" provided by RD. With Planning Team input, develop a comprehensive "Management Zone Map" that subdivides the park into specific (standard) management zones. (If needed, the Team can create specific, non-standard zones).

4. Also develop maps of each individual zone and an accompanying narrative description that addresses the following (for each zone):

- Natural Resources
- Historic/Cultural Resources
- Education/Interpretation Opportunities
- Recreation Opportunities
- Visitor Experience
- Management Focus
- Development Guidance

**Note:** All mapping is to be developed in ARC-GIS format.

4. The Contractor will be responsible for recording minutes of all meetings for reference in the final plans.

**Step 4 – Expand Planning Team to incorporate Stakeholder participation and input. (one meeting addressing both parks) to be held at a suitable location in the vicinity of the parks.**

- b. Incorporate key “Stakeholders” into the Planning Team. These will be identified by the Team, and selected to represent primary user groups and/or representatives of issues or concerns that impact the park. Conduct “Stakeholder Planning Meeting” and review the planning process, activities and actions to-date of the Planning Team. If a “hot button” topic is encountered, additional meetings may be required.
- f. Lead dialogue with stakeholders to gain understanding of issues and conflicts, and facilitate collective (Team) resolution of same.
- g. Consolidate Stakeholder input into revised “Draft – Purpose and Significance Statements,” and a revised “Draft – Management Zone Plan.” Key to this step is establishment of consensus Team recommendations. DNRE will post these findings on the DNRE web site. The Contractor will post the findings on the website they developed for Phase 1.
- e. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor’s website.

**Step 5 – Public Information Meeting (one meeting addressing both parks) to be held at a suitable location in the vicinity of the parks.**

- d. Conduct Public Information Meeting. Present an overview of the Management Planning Process, review key outcomes of the Planning Team, and facilitate public input. The Planning Team will participate in the meetings and will assist in addressing questions.
- e. Preparation required for the meetings includes public notification by means of press releases, posting on the DNRE web site, and other formats. The Contractor will provide opportunities for public input, including but not limited to:
  1. An on-line survey – available at least one week before through one week after the workshop.
  2. A written survey during the workshop.
  3. Obtain oral and written comments during the workshop.
- f. The “Draft Purpose and Significance” statements and the “Draft Management Zone Plans” will be posted on DNRE’s web site for an additional public comment opportunity for 30 days after the meetings.
- e. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor’s website.

**Step 6 – Finalize Phase 1 – General Management Plans**

Address public input (including comment from the web site posting) with the Planning Team, and revise draft documents if so determined by the Team. Complete all text into final format and distribute to the Team for review and comment. Finalize, based on Team input.

**Step 7-- Phase 1 – General Management Plans Approval**

- d. The Contractor will provide the DNRE the number of copies of the final draft General Management Plan (GMP) required to facilitate Division review.
- e. The DNRE will move the “Final” Management Plans through the Department approval process. This includes reviews by:

Recommendation to Approve:

- RD Management Team
- Department Eco-Team

- NRC-Michigan State Parks Advisory Committee
- Department Statewide Council

Approval By:

- RD Division Chief
- DNRE Stewardship Deputy
- Director, Department of Natural Resources

b. The Contractor will address any questions, changes, or modifications that may be required through the various reviews and approvals.

**Step 8 – Plan Publishing and Distribution**

Upon final approval by the Director of the DNRE, the Contractor will publish the approved Plans (bearing all signatures) in two formats—7 hard copies and 10 CD-ROMs with hotlinks to related files. (NOTE...of the 10 CD-ROMS, nine will be in ADOBE pdf format for distribution. The tenth will be in Microsoft Word format for the Project Manager's files). The Contractor shall submit all hard copies and CD-ROMs to the DNRE Contract Compliance Inspector (CCI) identified in Section 1.032.

**Step 9 – Additional Meetings**

Additional meetings beyond those identified in the Contract may be required for completion of the Plans. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor for preparation of the Plans, per Attachments A and B.

**1.030 Roles and Responsibilities**

**1.031 Contractor Staff, Roles, and Responsibilities**

C. For purposes of this Contract, the following Contractor staff are considered "Key Personnel"

- Project Director/Project Management/Workshop Facilitator – David Birchler
- Project Planner, preparation of GMPs, periodic reports, attend Planning Team Meetings, Stakeholder Workshop and Public Participation Workshop – Jill Bahm
- Geographic Information Systems Specialist – Sheila Starks

D. The Contractor may designate additional "Key Personnel" based on their previous experience in similar contracts. The Contractor must provide up to date organizational chart clearly identifying the Key Personnel and any other personnel that will assist on this Contract. Changes in the structuring or assignment of the account representative must be agreed upon with the State of Michigan prior to the change.

**1.040 Project Plan**

**1.041 Project Plan Management**

Within two weeks of Contract award, a detailed Project Plan must be submitted to the Contract Compliance Inspector (CCI) by the Contractor. The Contractor must maintain and keep current the Project Plan, resubmitting it to the CCI whenever changes are made.

**1.042 Reports**

In addition to the final published Plans, the following reports will be required from the Contractor at no additional cost:

- E. A progress report, sent to the DNRE CCI, via email, two times each month outlining progress made, any foreseeable problems, which will need resolution, and projected progress before the next report.
- F. For each meeting scheduled and identified in Section 1.022, copies of the recorded Minutes of the meeting, emailed to the DNRE CCI and Planning Team. The Minutes will also be referenced in the final Plan(s).
- G. The State reserves the right to hold a monthly meeting with DNRE CCI to outline progress made for the month, projected progress, and any anticipated problems. (It is expected that the Bi-monthly progress reports will address any issues)
- H. The State reserves the right to amend the list of required reports from the Contractor.

## **1.050 Acceptance**

### **1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW: Individual approval by DNRE of each task or deliverable identified in Section 1.022.

### **1.052 Final Acceptance**

Final approval given by the DNRE Director, will constitute acceptance of the Plans as follows:

Plan Publication and Distribution (in Section 1.022 A Step 9 for Phase 2, Plans and 1.022 B Step 7 for Phase 2 Plans).

## **1.060 Proposal Pricing**

### **1.061 Proposal Pricing**

Contractor will invoice only for work that has been completed and accepted by the DNRE, based upon the attached pricing sheet (Attachments A and B).

### **1.062 Price Term**

Firm Fixed Price - Prices quoted are firm for the entire length of the Contract.

### **1.063 Tax Excluded from Price**

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

### **1.064 Holdback – Deleted – Not Applicable**

## **1.070 Additional Requirements**

### **1.071 Additional Terms and Conditions specific to this Contract**

- C. Contractor will need to work with the following DNRE staff involved in this contract. Mr. Paul N. Curtis will be responsible for contract oversight and DNRE approvals of the contractor's work. Mr. Curtis will be the point person in the overall process. Other DNRE staff will be identified, as needed.

<u>Name</u>	<u>Function</u>
Paul N. Curtis	Park Management Plan Administrator, project manager for this project and primary contact for all management planning activities
Paul Yauk	Lands Program Manager, responsible for all RD lands transactions
Ray Fahlsing	Stewardship program manager, responsible for preservation and protection of RD natural and historic/cultural resources
Glenn Palmgren	Stewardship Ecologist, responsible for preservation and protection of RD natural resources, alternate for Ray Fahlsing
Joe Strauch	District Planner, responsible for state park planning for Pinckney State Recreation Area and Waterloo State Recreation Area
Greg Byce	Pinckney State Recreation Area Manager, responsible for operations of Pinckney State Recreation Area

John LaBossiere Waterloo State Recreation Area Manager, responsible for operations of Waterloo State Recreation Area

\_\_\_\_\_ Forest Management Division (FMD) Forest Fire Officer, to provide input from their program perspective

\_\_\_\_\_ Wildlife Division (WD) District Supervisor, to provide input from their program perspective

\_\_\_\_\_ Fisheries Division (FD) District Supervisor, to provide input from their program perspective

\_\_\_\_\_ Law Enforcement Division (LED) Conservation Officer, to provide input from their program perspective

\_\_\_\_\_ Marketing, Education, and Technology Division (METD) staff, to provide input from their program perspective

**D. Other Roles and Responsibilities:**

1. The Contractor is expected to interact with and include additional state agencies and stakeholders as requested by the DNRE. The following State Agency's involvement will be on an "as needed" basis:

- State Historic Preservation Office

2. The following list of Stakeholders and public entities, are an example of additional involvement in this project from outside concerns. This list is not all inclusive, and it is expected that stakeholders specific for each park will be identified by the Planning Teams:

- m. Local units of government; county, township and municipal
- n. DNRE – Southern Lower Peninsula EcoTeam
- o. DNRE - Coastal Zone Management
- p. MSHDA (former History, Arts and Libraries)
- q. NRC-Michigan State Parks Advisory Committee
- r. Michigan State Waterways Commission
- s. Friends groups
- t. The Nature Conservancy
- u. Conservation Districts:
  - Huron
- v. Legislative
- w. MSU Extension
- x. MI Sea Grant
- y. General Public

**Accepted by:**  
***Birchler Arroyo Associates, Inc.***

David C. Birchler, AICP, PCP  
***President***

December 20, 2010

Please refer to the enclosed ***Attachments A and B Price Proposal and C Timeline***









STEP	DESCRIPTION	COST												2011 Dec	2012 Jan	2012 Feb	2012 Mar	2012 Apr	2012 May	2011 Jun	2012 Jul	2012 Aug	2012 Sept
		1	2	3	4	1	2	3	4	1	2	3	4										
<b>PROJECT INITIATION</b>																							
	Project Scoping Conference Call with Project Manager	No Cost																					
1	Start-Up Meeting at Eddy Center	\$1,400																					
	Website Launch	No Cost																					
	Bi-Monthly Progress Report	\$100																					
	<b>Subtotal</b>	<b>\$1,500</b>																					
<b>LEGAL PARAMETERS VERIFICATION</b>																							
	Review Phase 1 plans	\$450																					
2	Develop summary for Ping Team and Advisory Committee mtgs	\$1,400																					
	Bi-Monthly Progress Reports	\$50																					
	<b>Subtotal</b>	<b>\$1,900</b>																					
<b>PLNG TEAM ACTION GOAL DEVELOPMENT</b>																							
	Facilitate Eddy Center Team Meeting	\$1,400																					
3	Bi-Monthly Progress Reports	\$150																					
	<b>Subtotal</b>	<b>\$1,550</b>																					
<b>STAKEHOLDERS ACTION GOAL</b>																							
	Facilitate Hikers/Bikers/Trail Runners Stakeholders Meeting at Eddy Center	\$1,750																					
4	Facilitate Equestrian Stakeholders Meeting at Eddy Center	\$1,750																					
	Bi-Monthly Progress Reports	\$150																					
	<b>Subtotal</b>	<b>\$3,650</b>																					
<b>CONSOLIDATE PLANNING &amp; STAKEHOLDER ACTIONS</b>																							
	Sub-steps A - E consolidate / review / revise / finalize / post action strategies	\$1,800																					
5	Bi-Monthly Progress Reports	\$150																					
	<b>Subtotal</b>	<b>\$1,950</b>																					
<b>PUBLIC INFORMATION MEETING</b>																							
	Sub-steps A through F to plan, facilitate, and report public info results	\$1,750																					
6	Bi-Monthly Progress Reports	\$150																					
	<b>Subtotal</b>	<b>\$1,900</b>																					
<b>FINALIZE PHASE 2 DOCUMENT</b>																							
	Sub-step A Team review & B final revisions following PRD review	\$1,800																					
7	Bi-Monthly Progress Reports	\$100																					
	<b>Subtotal</b>	<b>\$1,900</b>																					
<b>PROVIDE FINAL DOCUMENT FOR DIVISION APPROVAL</b>																							
	Sub-step A docs for both properties & B address division questions/changes	\$1,800																					
8	Bi-Monthly Progress Reports	\$150																					
	<b>Subtotal</b>	<b>\$1,950</b>																					
<b>PLAN PUBLISHING &amp; DISTRIBUTION</b>																							
	Copying Costs (15 copies each of 2 plans)	\$450																					
9	Hotlink Cds (15 copies each of 2 plans)	\$150																					
	Mailing	\$40																					
	Staff time	\$800																					
	<b>Subtotal</b>	<b>\$1,440</b>																					
	<b>TOTAL:</b>	<b>\$17,740</b>																					

M Meeting (or Step 1 Conference Call)  
W Workshop (Stakeholder or Public Participation)  
D Delivery of Plans to Mr. Paul Curtis, Project Manager

**Attachment A**  
**Price Proposal Breakdown Per Phase 1 Park Management Plan**  
**Pinckney State Recreation Area & Waterloo State Recreation Area**

1 Total Fixed Price Cost for Phase 1 General Management Plan

Pinckney State Recreation Area	\$18,950
Waterloo State Recreation Area	\$18,950
<b>TOTAL</b>	<b>\$37,900</b>

2 Cost breakdown by staff person/position, hours, billing rate, plus expenses and travel cost, per park

Name	Position	Hours	Billing Rate	Total Cost
David C. Birchler, AICP, PCP	Project Director	48	\$88.00	\$4,224.00
Jill S. Bahm, AICP	Project Manager	96	\$85.00	\$8,160.00
Sheila M. Starks	Staff Planner/GIS	56	\$77.00	\$4,312.00
	Clerical/Technical	20	\$40.00	\$800.00
Expenses Pinckney SRA				\$1,454.00
Travel Pinckney SRA				\$0.00
<b>Sub-Total Pinckney SRA</b>				<b>\$18,950.00</b>
David C. Birchler, AICP, PCP	Project Director	48	\$88.00	\$4,224.00
Jill S. Bahm, AICP	Project Manager	96	\$85.00	\$8,160.00
Sheila M. Starks	Staff Planner/GIS	56	\$77.00	\$4,312.00
	Clerical/Technical	20	\$40.00	\$800.00
Expenses Waterloo SRA				\$1,454.00
Travel Waterloo SRA				\$0.00
<b>Sub-Total Waterloo SRA</b>				<b>\$18,950.00</b>
<b>TOTAL</b>				<b>\$37,900.00</b>
<b>Extra Meeting Fee</b>	<b>(on-site at Eddy Center)</b>			<b>\$430.00</b>

**Birchler Arroyo Associates, Inc.**



David C. Birchler, AICP, PCP

**President**

December 20, 2010

**Attachment B**  
**Price Proposal Breakdown Per Phase 2 Park Management Plan**  
**Pinckney State Recreation Area & Waterloo State Recreation Area**

3 Total Fixed Price Cost for Phase 2 General Management Plan

Pinckney State Recreation Area	\$8,870
Waterloo State Recreation Area	\$8,870
<b>TOTAL</b>	<b>\$17,740</b>

4 Cost breakdown by staff person/position, hours, billing rate, plus expenses and travel cost, per park

Name	Position	Hours	Billing Rate	Total Cost
David C. Birchler, AICP, PCP	Project Director	38	\$88.00	\$3,344.00
Jill S. Bahm, AICP	Project Manager	48	\$85.00	\$4,080.00
Sheila M. Starks	Staff Planner/GIS	10	\$77.00	\$770.00
	Clerical/Technical	8	\$40.00	\$320.00
Expenses Pinckney SRA				\$356.00
Travel Pinckney SRA				\$0.00
<b>Sub-Total Pinckney SRA</b>				<b>\$8,870.00</b>
David C. Birchler, AICP, PCP	Project Director	38	\$88.00	\$3,344.00
Jill S. Bahm, AICP	Project Manager	48	\$85.00	\$4,080.00
Sheila M. Starks	Staff Planner/GIS	10	\$77.00	\$770.00
	Clerical/Technical	8	\$40.00	\$320.00
Expenses Waterloo SRA				\$356.00
Travel Waterloo SRA				\$0.00
<b>Sub-Total Waterloo SRA</b>				<b>\$8,870.00</b>
<b>TOTAL</b>				<b>\$17,740.00</b>
<b>Extra Meeting Fee</b>	<b>(on-site at Eddy Center)</b>			<b>\$430.00</b>

**Birchler Arroyo Associates, Inc.**



David C. Birchler, AICP, PCP

**President**

December 20, 2010

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

March 2, 2011

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B9200234**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>Birchler Arroyo Associates, Inc.</b> <b>28021 Southfield Road</b> <b>Lathrup Village, MI 48067</b>  <b>dbirchler@birchlearroyo.com</b>	TELEPHONE (248) 423-1776 x12 <b>David Birchler</b>  BUYER/CA (517) 241-1916 <b>Jim Wilson</b>
Contract Compliance Inspector: Paul Curtis (517) 335-4832 <b>Management Planning Services – Michigan Department of Natural Resources</b>	
CONTRACT PERIOD: From: <b>June 30, 2009</b> To: <b>December 31, 2012</b>	
TERMS <b>2% 13 – 1% 23 – Net 45</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

**Effective immediately this Contract is hereby EXTENDED to December 31, 2012 and INCREASED by \$56,500.00.**

**All other terms, conditions, specifications and pricing remain the same.**

**AUTHORITY/REASON:**

**Per vendor and agency agreement, Ad Board approval on 3/1/11 and DTMB/Purchasing Operations approval.**

**INCREASE: \$56,500.00**

**TOTAL REVISED CONTRACT VALUE: \$142,200.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

July 23, 2010

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B9200234**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (248) 423-1776 x12
<b>Birchler Arroyo Associates, Inc.</b> <b>28021 Southfield Road</b> <b>Lathrup Village, MI 48067</b>  <b>dbirchler@birchlearroyo.com</b>		<b>David Birchler</b>
		BUYER/CA (517) 241-1916 <b>Jim Wilson</b>
Contract Compliance Inspector: Paul Curtis (517) 335-4832		
<b>Management Planning Services – Michigan Department of Natural Resources</b>		
CONTRACT PERIOD: From: <b>June 30, 2009</b>		To: <b>December 31, 2011</b>
TERMS	2% 13 – 1% 23 – Net 45	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

**NATURE OF CHANGE(S):**

Effective immediately, this Contract is hereby **INCREASED** by \$43,000.00.

All other terms, conditions and specifications remain unchanged.

**AUTHORITY/REASON:**

Per agency request (PRF dated 6/21/10), Ad Board approval on 7/20/10, and DTMB/Purchasing Operations' approval.

**REVISED CURRENT AUTHORIZED SPEND LIMIT: \$85,700.00**

**FOR THE CONTRACTOR:**

**Birchler Arroyo Associates, Inc.**

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

**FOR THE STATE:**

Signature

**Andy Ghosh, CPPB**  
**Buyer Specialist**

Name/Title

**Services Division, Purchasing Operations**

Division

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Date

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Date

**Birchler Arroyo Associates  
Contract #071B9200234**

May 14, 2010

Mr. Paul N. Curtis  
Park Management Plan Administrator  
Michigan DNRE, Recreation Division  
530 West Allegon Street  
Po Box 30257  
Lansing, MI 48933

**SUBJECT:     *Statement of Work and Price Proposal for Phase 1 General Management  
Planning of Albert E. Sleeper and Port Crescent State Parks***

Dear Paul,

Attached please find Birchler Arroyo Associates, Inc.'s acceptance of the Statement of Work (SOW) for Phase 1 General Management Planning of Albert E. Sleeper and Port Crescent State Parks, along with our fixed fee, not-to-exceed price proposal of \$43,000.00. The price proposal has been prepared in a spreadsheet format that follows the SOW's work program and our normal and customary conduct of Phase 1 general management planning on behalf of the Michigan DNRE.

If I can provide any additional information to you or Sharon Maynard, please contact me at your convenience. The staff at Birchler Arroyo Associates, Inc. looks forward to completing this work for the Recreation Division and the opportunity to work with the internal planning team.

Very truly yours,  
***Birchler Arroyo Associates, Inc.***



David C. Birchler, AICP, PCP  
***President***

cc     Sharon Walenga-Maynard, C.P.M., Michigan DNRE Procurement Services



**Birchler Arroyo Associates, Inc.** 28021 Southfield Road, Lathrup Village, MI 48076 248-423-1776  
*Community Planning & Transportation Consulting*  
www.birchlerarroyo.com

## Article 1 – Statement of Work (SOW)

### 1.010 Project Identification

#### **1.011 Project Request**

- A. This is a Contract for management planning services for the Michigan Department of Natural Resources and Environment - Recreation Division (DNRE-RD) to complete Phase 1 – Park Management Plans for Sleeper State Park and Port Crescent State Park.
- B. The project is anticipated to take approximately 18 months to complete; with the final plans, upon DNRE-RD approval, being published and submitted to DNRE-RD.
- C. **DNRE-RD reserves the right to request the services under this Contract for additional park locations as funding permits.**
  1. **If additional funding can be secured, the following planning work will be added to the Contract in the following priority of work:**
    - Complete Phase 1 – General Management Plans for:  
Tawas Point State Park
    - Complete Phase 2 – Long Range Action Goals Plan for:  
Bay City State Recreation Area  
Tawas Point State Park  
Sleeper State Park  
Port Crescent State Park
  2. Any necessary additional time or funds will be added to the Contract, to complete the work described above, per the Change Request Process in Section 2.024, through official Contract Change Notice.

#### **1.012 Background**

DNRE-RD has initiated a comprehensive, long-range planning process that establishes management guidance that far exceeds that provided by the old "master plans." Master plans focus primarily on development (location of roads and major use areas of a park). Management planning is far more comprehensive. It establishes "Management Zones" that prescribe natural resource and historic/cultural values, recreation opportunities, and education/interpretation opportunities. Level of development in each zone is also prescribed as is the "management focus," which provides DNRE staff with planning and operational guidance on a zone-by-zone basis. Another distinction between "master plans" and "management plans" is in their development. Management planning incorporates input and planning participation from all of the resource programs of the DNRE, while the old master plans were strictly a product of RD. Finally, management planning is not static. Built into the process are two additional phases (PH2-Long-Range Action Goals Plan and PH3-Implementation Plan) with required reviews and time limits that keep the planning process dynamic and flexible.

### 1.020 Scope of Work and Deliverables

#### **1.021 In Scope**

The scope of work is to develop Phase 1 – General Management Plans for Sleeper SP and Port Crescent SP.

The Contractor will implement the defined "Management Planning Process" to complete the "Phase 1 – General Management Plans."

**Phase 1 – General Management Plans – 20-Year Plans**

One individual Plan for each park, Sleeper SP and Port Crescent SP. All planning falls within the guidance of the DNRE and RD mission statements. The following will be conducted for each Phase 1 Plan:

1. Identify legal parameters that DNRE-RD must be responsive to, such as:
  - a. Legislative mandates
  - b. Department/Commission/Division policy and directives
  - c. Land funding source stipulations
  - d. Easement restrictions
2. By conducting meetings with the DNRE, the public, and stakeholders, Contractor will identify "wants" to attain, such as:
  - a. Level of recreational development
  - b. Stewardship opportunities
  - c. Education/Outreach opportunities
  - d. Stakeholder/public inputs
3. Conduct thorough analysis of natural resources, historic/cultural resources, recreational resources, and educational/outreach resources.
4. After developing above information internally, conduct a meeting(s) of the park's Planning Team (internal) consisting of the Management Plan Administrator, Stewardship, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNRE Resource programs (Fisheries, Wildlife, Law, Marketing-Education-Technology, Forest Management, and Office of Land and Facilities).
  - a. Provide overview of planning process
  - b. Discuss resource(s) analysis
  - c. Review "management zones" and relationship to the park
  - d. Review other Resource programs interests in the park
  - e. Develop stakeholders' list and discuss their interests in the park
5. Based on information gained to date, the internal Planning Team will develop a draft "Management Zone" plan and discuss the "Purpose and Significance" for the park (these statements become the "Mission Statement" for the park).
6. Planning Team holds meetings(s)/workshop(s) with stakeholders to get input on "wants" for the park and impact of park on their interests and visa versa.
7. Expanded Planning Team (internal + stakeholders) consensus agreement on Management Zone Plan for park and development of park Purpose and Significance statements, leading to development of a "draft" management plan.
8. Conduct a public information meeting/workshop(s) to present draft management plan and generate public input on the proposed Purpose and Significance statements, and Zoning Plan for the park. Post draft information on the DNRE web site for a 30-day additional comment period.
9. Finalize the Park Management Plans based on public input and forward for final DNRE approvals, including:

Recommendation to Approve:

- RD management team
- Eco-team
- Statewide Council
- NRC-Michigan State Park Advisory Committee

Approval By:

- RD Division Chief
- DNRE Stewardship Deputy
- DNRE Director

**1.022 Work and Deliverable**

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**Phase 1 – General Management Plans – 20-Year Plan**

One individual Plan for Sleeper State Park and one individual Plan for Port Crescent State Park. The Contractor will implement the defined "Management Planning Process" and address the following sequence of work items to complete the "Phase 1 – General Management Plans (GMP)." (NOTE...if any of the additional parks are added for Phase 1 planning, these steps will apply.)

- a. The Contractor will design a website for Phase 1. The website will be accessible from the Contractor's home site. Links will be provided to the DNRE as well.
- b. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.

**Step 1 – Project Initiation (one meeting)**

Within two weeks of award of the Contract, an initial "scoping meeting" will be held in Lansing, Michigan between the Contractor and DNRE-RD staff. The purpose of this meeting is to solidify roles, identify responsibilities, and define project outcomes. Any available historical data or other relevant information will be shared.

- a. For the Phase 1 – General Management Plans (GMP), RD has prepared an initial draft of the "Supporting Analysis" section for each park. Review and identify any information gaps.

**Step 2 – Project Start-up Meeting (one meeting...two individual parks addressed separately)**

After the Contractor has evaluated the information from the first meeting, a "start-up" meeting of the "Planning Team" for Phase 1 planning of Sleeper SP and Port Crescent SP will be held at the park (note...the close proximity of these parks to each other will allow "joint" meetings to be held. These may alternate between parks as needed/desired.)

The Planning Team will include participation from all resource programs of the DNRE. The "Supporting Analysis" will be reviewed with all participants to form a common basis of understanding. (Note: the Contractor will add to or modify this section as needed to reflect the input gathered from the Planning Team throughout the planning process). The Contractor will provide: Plan Scope and Schedule, identification of work responsibilities, areas of needed assistance, identification of stakeholders, and proposed dates for planning outcomes. The primary purpose of this meeting is to solicit input from all DNRE resource programs, and to identify any internal conflicts or issues.

**Step 3 – Supporting Analysis, (Core Values) Purpose and Significance Statements, and Management Zone Map (assume two meetings) to be held at the park.**

This step of the planning process focuses on the collection of background (supporting) information and identification of all "legal mandates," drafting of preliminary park "Purpose" and "Significance" statements to establish the "identity" of the park, and the development of draft "Management Zone Plans". These tasks are further defined as follows:

- a. **SUPPORTING ANALYSIS** – The Contractor will expand upon the "Supporting Analysis" materials provided by the DNRE with input gathered from the Planning Team and research of other data sources as needed. (Note: the initial draft of this section provided by the DNRE will serve as the base draft to be expanded upon and modified as needed.) Text will be supplemented with maps where appropriate and data availability allows. An overview of information required in the "Supporting Analysis" includes but is not limited to:
  1. **Park Setting Description:** For each park and surrounding properties, describe the location, population, accessibility, general history, date of acquisition, development, and land ownership and use issues. Additionally, relate the park to other state, regional, county, township, municipal parks and trailway plans, current and future uses, and existing zoning.
  2. **Natural Resources Assessment:** Research and review the ecoregional content of the park, water resources (wetlands, rivers/streams, and lakes), forest cover, climate, soils, topography, and geological context, and information on flora and fauna.
  3. **Historic/Cultural Resources Assessment:** Provide information regarding historically significant features of the park, including physical, cultural, and archaeological. Reference any existing archaeological surveys or reports.
  4. **Education and Interpretation Opportunities:** Identify all educational and interpretive programming that occurs either in the park or for which the park is the subject of interest. List all volunteer activities.
  5. **Recreation Opportunities:** List all existing recreational activities in the park. Identify any and all areas of potential conflict. Compare the recreational opportunities within the park with those already provided in the county/region by other state, federal, or local facilities.
  6. **Use Statistics and Economic Impact Analysis:** Present and interpret park use statistics, to include: park visitor numbers (by Day-Use and Camper categories), average length of stay, number of people in the party, distance traveled, etc. (DNRE will provide data for contractor's use.)  
  
Assuming data availability, use the Michigan State University "MGM2-Short Form" (Economic Model) program to develop the required Economic Impact Analysis; see at website:  
<http://web4.canr.msu.edu/mgm2/MGM2short.htm>.
- b. **CORE VALUES** - Identify any legal mandates including, but not limited to:
  - Department Land-Use Orders
  - Department Policies and Directives

- Memorandums of Agreement (and Understanding)
- Formal Agreements
- Mandates (Legislative, NRC, etc.)
- Land acquisition funding source restrictions
- Easements and Rights-of-Way, etc.

DNRE will provide available information on the above, however, Contractor will research and provide additional information.

1. Facilitate Planning Team discussion and development of draft park "Purpose" and "Significance" statements to help establish an "identity" for each property. The Contractor will post the results of the meeting on the website within two weeks.
2. Park Purpose Statements: Park purpose statements are based on park legislation, legislative history, special designations and DNRE policies. These statements reaffirm the reasons for which the park was identified as part of the State Park system.
3. Park Significance Statements: Park significance statements capture the essence of the park's importance to our State's natural and cultural heritage. These statements describe the distinctiveness of the park. Understanding these distinctions help managers make decisions that preserve those special resources and values necessary to accomplish the park's purposes.

**c. "DRAFT" MANAGEMENT ZONE PLANS:**

1. Facilitate Planning Team discussion and development of a "draft" Management Zone Plan for each park utilizing the "Standard Management Zones" provided by RD. With Planning Team input, develop a comprehensive "Management Zone Map" that sub-divides the park into specific (standard) management zones. (If needed, the Team can create specific, non-standard zones).
2. Also develop maps of each individual zone and an accompanying narrative description that addresses the following (for each zone):
  - Natural Resources
  - Historic/Cultural Resources
  - Education/Interpretation Opportunities
  - Recreation Opportunities
  - Visitor Experience
  - Management Focus
  - Development Guidance

**Note:** All mapping is to be developed in ARC-GIS format.

3. The Contractor will be responsible for recording minutes of all meetings for reference in the final plans.

**Step 4** – Expand Planning Team to incorporate Stakeholder participation and input. (one meeting addressing both parks) to be held at a suitable location in the vicinity of the parks.

- a. Incorporate key "Stakeholders" into the Planning Team. These will be identified by the Team, and selected to represent primary user groups and/or representatives of issues or concerns that impact the park. Conduct "Stakeholder Planning Meeting" and review the planning process, activities and actions to-date of the Planning Team. If a "hot button" topic is encountered, additional meetings may be required.
- b. Lead dialogue with stakeholders to gain understanding of issues and conflicts, and facilitate collective (Team) resolution of same.
- c. Consolidate Stakeholder input into revised "Draft – Purpose and Significance Statements," and a revised "Draft – Management Zone Plan." Key to this step is establishment of consensus Team recommendations. DNRE will post these findings on the DNRE web site. The Contractor will post the findings on the website they developed for Phase 1.
- d. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.

**Step 5 – Public Information Meeting (one meeting addressing both parks) to be held at a suitable location in the vicinity of the parks.**

- a. Conduct Public Information Meeting. Present an overview of the Management Planning Process, review key outcomes of the Planning Team, and facilitate public input. The Planning Team will participate in the meetings and will assist in addressing questions.
- b. Preparation required for the meetings includes public notification by means of press releases, posting on the DNRE web site, and other formats. The Contractor will provide opportunities for public input, including but not limited to:
  1. An on-line survey – available at least one week before through one week after the workshop.
  2. A written survey during the workshop.
  3. Obtain oral and written comments during the workshop.
- c. The "Draft Purpose and Significance" statements and the "Draft Management Zone Plans" will be posted on DNRE's web site for an additional public comment opportunity for 30 days after the meetings.
- d. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.

**Step 6 – Finalize Phase 1 – General Management Plans**

Address public input (including comment from the web site posting) with the Planning Team, and revise draft documents if so determined by the Team. Complete all text into final format and distribute to the Team for review and comment. Finalize, based on Team input.

**Step 7-- Phase 1 – General Management Plans Approval**

- a. The Contractor will provide the DNRE the number of copies of the final draft General Management Plan (GMP) required to facilitate Division review.

- b. The DNRE will move the "Final" Management Plans through the Department approval process. This includes reviews by:

Recommendation to Approve:

- RD Management Team
- Department Eco-Team
- NRC-Michigan State Parks Advisory Committee
- Department Statewide Council

Approval By:

- RD Division Chief
- DNRE Stewardship Deputy
- Director, Department of Natural Resources

- b. The Contractor will address any questions, changes, or modifications that may be required through the various reviews and approvals.

**Step 8 – Plan Publishing and Distribution**

Upon final approval by the Director of the DNRE, the Contractor will publish the approved Plans (bearing all signatures) in two formats—7 hard copies and 10 CD-ROMs with hotlinks to related files. (NOTE...of the 10 CD-ROMS, nine will be in ADOBE.pdf format for distribution. The tenth will be in Microsoft Word format for the Project Manager's files). The Contractor shall submit all hard copies and CD-ROMs to the DNRE Contract Compliance Inspector (CCI) identified in Section 1.032.

**Step 9 – Additional Meetings**

Additional meetings beyond those identified in the Contract may be required for completion of the Plans. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor for preparation of the Plans, per Attachment A.

**1.030 Roles and Responsibilities**

**1.031 Contractor Staff, Roles, and Responsibilities**

- A. For purposes of this Contract, the following Contractor staff are considered "Key Personnel"
- Project Director/Project Management/Workshop Facilitator – David Birchler
  - Project Planner, preparation of GMPs, periodic reports, attend Planning Team Meetings, Stakeholder Workshop and Public Participation Workshop – Jill Bahm
  - Project Planner, Preparation of GMPs, may also attend Planning Team meetings, Stakeholder Workshop and Public Participation Workshop – Rebecca Bessey
  - Geographic Information Systems Specialist – Sheila Starks
- B. The Contractor may designate additional "Key Personnel" based on their previous experience in similar contracts. The Contractor must provide up to date organizational chart clearly identifying the Key Personnel and any other personnel that will assist on this Contract. Changes in the structuring or assignment of the account representative must be agreed upon with the State of Michigan prior to the change.

## **1.040 Project Plan**

### **1.041 Project Plan Management**

Within two weeks of Contract award, a detailed Project Plan must be submitted to the Contract Compliance Inspector (CCI) by the Contractor. The Contractor must maintain and keep current the Project Plan, resubmitting it to the CCI whenever changes are made.

### **1.042 Reports**

In addition to the final published Plans, the following reports will be required from the Contractor at no additional cost:

- A. A progress report, sent to the DNRE CCI, via email, every two weeks outlining progress made, any foreseeable problems, which will need resolution, and projected progress before the next report.
- B. For each meeting scheduled and identified in Section 1.022, copies of the recorded Minutes of the meeting, emailed to the DNRE CCI and Planning Team. The Minutes will also be referenced in the final Plan(s).
- C. The State reserves the right to hold a monthly meeting with DNRE CCI to outline progress made for the month, projected progress, and any anticipated problems. (It is expected that the Bi-monthly progress reports will address any issues)
- D. The State reserves the right to amend the list of required reports from the Contractor.

## **1.050 Acceptance**

### **1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW: Individual approval by DNRE of each task or deliverable identified in Section 1.022.

### **1.052 Final Acceptance**

Final approval given by the DNRE Director, will constitute acceptance of the Plans as follows: Plan Publication and Distribution (in Section 1.022 A Step 9 for Phase 2, Plans and 1.022 B Step 7 for Phase 2 Plans).

## **1.060 Proposal Pricing**

### **1.061 Proposal Pricing**

Contractor will invoice only for work that has been completed and accepted by the DNRE, based upon the attached pricing sheet (Attachment A).

### **1.062 Price Term**

Firm Fixed Price - Prices quoted are firm for the entire length of the Contract.

### **1.063 Tax Excluded from Price**

(a) **Sales Tax:** For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) **Federal Excise Tax:** The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or

tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

**1.064 Holdback – Deleted – Not Applicable**

**1.070 Additional Requirements**

**1.071 Additional Terms and Conditions specific to this Contract**

- A. Contractor will need to work with the following DNRE staff involved in this contract. Mr. Paul N. Curtis will be responsible for contract oversight and DNRE approvals of the contractor's work. Mr. Curtis will be the point person in the overall process. Other DNRE staff will be identified, as needed.

<u>Name</u>	<u>Function</u>
Paul N. Curtis	Park Management Plan Administrator, project manager for this project and primary contact for all management planning activities
Paul Yauk	Lands Program Manager, responsible for all RD lands transactions
Ray Fahlsing	Stewardship program manager, responsible for preservation and protection of RD natural and historic/cultural resources
Glenn Palmgren	Stewardship Ecologist, responsible for preservation and protection of RD natural resources, alternate for Ray Fahlsing
Carl Lindell	Bay City District Supervisor, responsible for management of Sleeper SP and Port Crescent SP
Kris Bennett	Bay City District Planner, responsible for state park planning for Sleeper SP and Port Crescent SP
George Lauinger	Sleeper SP Manager, responsible for operations of Sleeper SP
Betsy Kish	Port Crescent SP Manager, responsible for operations of Port Crescent SP
Jake Figley	Forest Management Division (FMD) Forest Fire Officer, to provide input from their program perspective
Rex Ainslie	Wildlife Division (WD) District Supervisor, to provide input from their program perspective
Jim Baker	Fisheries Division (FD) District Supervisor, to provide input from their program perspective
Bob Hobkirk and/or Scott Brown	Law Enforcement Division (LED) Conservation Officer, to provide input from their program perspective

To Be Named

Marketing, Education, and Technology Division (METD)  
staff, to provide input from their program perspective

**B. Other Roles and Responsibilities:**

1. The Contractor is expected to interact with and include additional state agencies and stakeholders as requested by the DNRE. The following State Agency's involvement will be on an "as needed" basis:
  - State Historic Preservation Office
  
2. The following list of Stakeholders and public entities, are an example of additional involvement in this project from outside concerns. This list is not all inclusive, and it is expected that stakeholders specific for each park will be identified by the Planning Teams:
  - a. Local units of government; county, township and municipal
  - b. DNRE – Southern Lower Peninsula EcoTeam
  - c. DNRE - Coastal Zone Management
  - d. MSHDA (former History, Arts and Libraries)
  - e. NRC-Michigan State Parks Advisory Committee
  - f. Michigan State Waterways Commission
  - g. Friends groups
  - h. The Nature Conservancy
  - i. Conservation Districts:
    - Huron
  - j. Legislative
  - k. MSU Extension
  - l. MI Sea Grant
  - m. General Public

Accepted by:  
*Birchler Arroyo Associates, Inc.*



David C. Birchler, AICP, PCP  
*President*

May 14, 2010

Please refer to the enclosed *Attachment B Price Proposal and Timeline*









**Attachment A**  
**Price Proposal Breakdown Per Phase 1 Park Management Plan**  
**Sleeper State Park & Port Crescent State Park**

1 Total Fixed Price Cost for Phase 1 General Management Plan

Sleeper State Park	\$21,500
Port Crescent State Park	\$21,500
<b>TOTAL</b>	<b>\$43,000</b>

2 Cost breakdown by staff person/position, hours, billing rate, plus expenses and travel cost, per park

Name	Position	Hours	Billing Rate	Total Cost
David C. Birchler, AICP, PCP	Project Director	48	\$88.00	\$4,424.00
Jill S. Bahm, AICP	Project Manager	112	\$85.00	\$9,520.00
Sheila M. Starks	Staff Planner/GIS	64	\$77.00	\$4,928.00
	Clerical/Technical	20	\$40.00	\$800.00
<b>Expenses Sleeper</b>				\$1,493.00
<b>Travel Sleeper</b>				\$535.00
<b>Sub-Total Sleeper SP</b>				<b>\$21,500.00</b>
David C. Birchler, AICP, PCP	Project Director	48	\$88.00	\$4,424.00
Jill S. Bahm, AICP	Project Manager	112	\$85.00	\$9,520.00
Sheila M. Starks	Staff Planner/GIS	64	\$77.00	\$4,928.00
	Clerical/Technical	20	\$40.00	\$800.00
<b>Expenses Port Crescent</b>				\$1,493.00
<b>Travel Port Crescent</b>				\$535.00
<b>Sub-Total Port Crescent</b>				<b>\$21,500.00</b>
<b>TOTAL</b>				<b>\$43,000.00</b>

*Birchler Arroyo Associates, Inc.*



David C. Birchler, AICP, PCP  
**President**

May 17, 2010



**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

June 16, 2009

**NOTICE  
 TO  
 CONTRACT NO. 071B9200234  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR  <b>Birchler Arroyo Associates, Inc.          28021 Southfield Road          Lathrup Village, MI 48067</b>  <div style="text-align: right;">dbirchler@birchlearroyo.com</div>	TELEPHONE (248) 423-1776 x12 <b>David Birchler</b>
	BUYER/CA (517) 241-1916 <b>Jim Wilson</b>
Contract Compliance Inspector: Paul Curtis (517) 335-4832 <b>Management Planning Services – Michigan Department of Natural Resources</b>	
CONTRACT PERIOD: From: <b>June 30, 2009</b> To: <b>December 31, 2011</b>	
TERMS <div style="text-align: center;"><b>2% 13 – 1% 23 – Net 45</b></div>	SHIPMENT <div style="text-align: center;"><b>N/A</b></div>
F.O.B. <div style="text-align: center;"><b>N/A</b></div>	SHIPPED FROM <div style="text-align: center;"><b>N/A</b></div>
MINIMUM DELIVERY REQUIREMENTS <div style="text-align: center;"><b>N/A</b></div>	

The terms and conditions of this Contract are those of RFP #071I9200146, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

**Current Authorized Spend Limit: \$42,700.00**





**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Purchasing Operations**

Request For Proposal No. 07119200146  
Management Planning Services for the Michigan Department of Natural Resources  
Parks and Recreation Division

Buyer Name: Rebecca Nevai  
Telephone Number: 517-373-8530  
E-Mail Address: [nevair@michigan.gov](mailto:nevair@michigan.gov)



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**ATTACHMENTS**

Attachment A - Pricing Sheet



### DEFINITIONS

"24x7x365" means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

"Additional Service" means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Audit Period" has the meaning given in **Section 2.112**.

"Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

"Blanket Purchase Order" is an alternate term for Contract and is used in the States computer system.

"Business Critical" means any function identified in any Statement of Work as Business Critical.

"Chronic Failure" is defined in any applicable Service Level Agreements.

"Days" means calendar days unless otherwise specified.

"Deleted – Not Applicable" means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

"Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work

"DMB" means the Michigan Department of Management and Budget

"Environmentally preferable products" means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

"Excusable Failure" has the meaning given in **Section 2.244**.

"Hazardous material" means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

"Incident" means any interruption in Services.

"ITB" is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders.

"Key Personnel" means any Personnel designated in **Section 1.031** as Key Personnel.

"New Work" means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

"Post-Consumer Waste" means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

"Post-Industrial Waste" means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.



“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



## **Article 1 – Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

- G. This is a Contract for management planning services for the Michigan Department of Natural Resources-Parks and Recreation Division (DNR-PRD) to complete Phase 1 – Park Management Plan for Bay City State Recreation Area and to complete Phase 2 – Long Range Action Goals Plans for Negwegon State Park, Rockport, and Thompson's Harbor State Park.
- H. The project is anticipated to take approximately 30 months to complete, Phase 1 projects will take approximately 12 months to complete and Phase 2 projects will take approximately 18 months to complete; with the final plans, upon DNR-PRD approval, being published and submitted to DNR-PRD.
- I. **DNR-PRD reserves the right to request the services under this Contract for additional park locations as funding permits.**
- If additional funding can be secured, the following planning work will be added to the Contract in the following priority of work:**
    - Complete Phase 2 – Long Range Action Goals Plan for:  
Bay City State Recreation Area
    - Complete Phase 1 – General Management Plans for:  
Tawas Point State Park  
Sleeper State Park  
Port Crescent State Park
    - Complete the Phase 2 – Long Range Action Goals Plan for:  
Tawas Point State Park  
Sleeper State Park  
Port Crescent State Park
  - Any necessary additional time or funds will be added to the Contract, to complete the work described above, per the Change Request Process in Section 2.024, through official Contract Change Notice.

#### **1.012 Background**

DNR-PRD has initiated a comprehensive, long-range planning process that establishes management guidance that far exceeds that provided by the old "master plans." Master plans focus primarily on development (location of roads and major use areas of a park). Management planning is far more comprehensive. It establishes "Management Zones" that prescribe natural resource and historic/cultural values, recreation opportunities, and education/interpretation opportunities. Level of development in each zone is also prescribed as is the "management focus," which provides DNR staff with planning and operational guidance on a zone-by-zone basis. Another distinction between "master plans" and "management plans" is in their development. Management planning incorporates input and planning participation from all of the resource programs of the DNR, while the old master plans were strictly a product of PRD. Finally, management planning is not static. Built into the process are required reviews and time limits that keep the planning process dynamic and flexible.

### **1.020 Scope of Work and Deliverables**

#### **1.021 In Scope**

The scope of work is to develop Phase 2 – Long-Range Action Goals Plans for Negwegon State Park, Rockport, and Thompson's Harbor State Park, and a Phase 1 – General Management Plan for Bay City State Recreation Area.



**Three individual Phase 2 Long-Range Action Goals Plans will be developed for:**

- Negwegon State Park
- Rockport location
- Thompson's Harbor State Park.

**One individual Phase 1 – General Management Plan will be developed for:**

- Bay City State Recreation Area.

The Contractor will implement the defined "Management Planning Process" and will address the following sequence of work items to complete the "Phase 1 and Phase 2 – General Management Plan and Long-Range Action Goal Plans" for the parks identified above. **Work is to be completed in the following priority order:**

**A. Phase 2 – Long-Range Action Goals Plans – 10-Year Plans**

Three individual Plans for Negwegon State Park, Rockport, and Thompson's Harbor State Park. All planning falls within the guidance of the DNR and PRD mission statements, and specifically within the developing "Phase 1 – General Management Plan" for each park. The individual Phase 1 plans for these locations are the basis for developing the Phase 2 – Long-Range Action Goals.

The following will be conducted for each individual Phase 2 plan:

1. Verify and identify all legal parameters that DNR-PRD must be responsive to, such as:
  - e. Legislative mandates
  - f. Department/Commission/Division policy and directives
  - g. Land funding source stipulations
  - h. Easement restrictions
4. Conduct meeting(s) of the park's Planning Team (internal) consisting of the Management Plan Administrator, Stewardship, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNR Resource programs (Fisheries, Wildlife, Law, Office of Communications, Forest, Mineral and Fire Management, and Office of Land and Facilities), and also including the "NRTH Advisory Committee."
  - a. Provide overview of Phase 2 planning process
  - b. Discuss Phase 1 plans, specifically "Management Zones" and park "Purpose and Significance" statements
  - c. Review the "Regional Assessment" and its impact on long-range action goals.
  - d. Review interests in the Action Goals for the parks for each Management Zone, specific to:
    - Natural Resources
    - Cultural Resources
    - Recreation Opportunities
    - Education/Interpretation Opportunities
    - Management Focus
    - Visitor Experience
    - Further Development
    - Develop list of key stakeholders for next meeting.
3. After developing above information internally, conduct meeting(s) with key stakeholders for their input.
4. Consolidate all recommendations. Depending on scope of changes, a follow-up meeting of the Planning Team may be required to come to final recommendations of Action Goals for each park.
5. PRD review/approval of recommendations prior to public input.
6. Conduct a Public Open House for review and comment on proposed Action Goals.
7. Finalize the plans for PRD to move through internal approvals.

For information:

- Citizens Committee for Michigan State Parks
- DNR-Statewide Council
- DNR – EcoTeam
- PRD-Section Chiefs

Recommendations to approve:

- Paul N. Curtis, Park Management Plan Administrator
- Ray Fahlsing, Stewardship Unit Manager
- Gary Ellenwood, Gaylord District Supervisor
- Keith Cheli, Gaylord District Planner
- Anna Sylvester, Roscommon District Supervisor
- Troy Rife, Roscommon District Planner
- Dan Mullen, Harrisville SP Manager
- Tom Paquin, Cheboygan FO Manager
- To be determined, Office of Communications
- Mary Ann Heidemann, Chair, NRTM Advisory Committee

Plan approvals:

- Vicki Anthes, Manager, Planning Section
- George Cameron, Manager, Operations Section
- Ron Olson, Chief, Parks and Recreation Division

8. Publish and distribute

**B. Phase 1 – General Management Plans – 20-Year Plan**

One individual Plan for the Bay City State Recreation Area

All planning falls within the guidance of the DNR and PRD mission statements. The following will be conducted for each Phase 1 Plan:

20. Identify legal parameters that DNR-PRD must be responsive to, such as:
  - i. Legislative mandates
  - j. Department/Commission/Division policy and directives
  - k. Land funding source stipulations
  - l. Easement restrictions
21. By conducting meetings with the DNR, the public, and stakeholders, Contractor will identify “wants” to attain, such as:
  - a. Level of recreational development
  - b. Stewardship opportunities
  - c. Education/Outreach opportunities
  - d. Stakeholder/public inputs
22. Conduct thorough analysis of natural resources, historic/cultural resources, recreational resources, and educational/outreach resources.
23. After developing above information internally, conduct a meeting(s) of the park’s Planning Team (internal consisting of the Management Plan Administrator, Stewardship, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNR Resource programs (Fisheries, Wildlife, Law, Office of Communications, Forest, Mineral and Fire Management, and Office of Land and Facilities).
  - v. Provide overview of planning process
  - w. Discuss resource(s) analysis
  - x. Review “management zones” and relationship to the park
  - y. Review other Resource programs interests in the park
  - z. Develop stakeholders’ list and discuss their interests in the park



24. Based on information gained to date, the internal Planning Team will develop a draft "Management Zone" plan and discuss the "Purpose and Significance" for the park (these statements become the "Mission Statement" for the park).
25. Planning Team holds meetings(s)/workshop(s) with stakeholders to get input on "wants" for the park and impact of park on their interests and visa versa.
26. Expanded Planning Team (internal + stakeholders) consensus agreement on Management Zone Plan for park and development of park Purpose and Significance statements, leading to development of a "draft" management plan.
27. Conduct a public information meeting/workshop(s) to present draft management plan and generate public input on the proposed Purpose and Significance statements, and Zoning Plan for the park. Post draft information on the DNR web site for a 30-day additional comment period.
28. Finalize the Park Management Plans based on public input and forward for final DNR approvals, including:

Recommendation to Approve:

- PRD management team
- Eco-team
- Statewide Council
- Citizens Committee for Michigan State Parks

Approval By:

- PRD Division Chief
- DNR Resource Management Deputy
- DNR Director

### 1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

#### A. Phase 2 – Long-Range Action Goals Plans – 10-Year Plans

Three individual Plans for Negwegon State Park (SP), the Rockport location, and Thompson's Harbor State Park (SP). All planning falls within the guidance of the DNR and PRD mission statements, and specifically within the "Phase 1 – General Management Plan" for each park. The Phase 1 plans are the basis for developing the Phase 2 – Long-Range Action Goals.

The Contractor will implement the defined "Management Planning Process" and address the following sequence of work items to complete the "Phase 2 – Long-Range Action Goals Plans" for Negwegon SP, Rockport, and Thompson's Harbor SP: (NOTE...if any of the additional parks are added for Phase 2 planning, these steps will apply.)

#### Step 1 – Project Initiation (three meetings) - (NOTE:this applies to both Phase 1 and Phase 2 plans)

- b. Within two weeks of Contract award, an initial "scoping meeting" will be held in Lansing, Michigan between the Contractor and DNR-PRD staff. The purpose of this meeting is to solidify roles, identify responsibilities, and define project outcomes. Any available historical data or other relevant information will be shared.
- b. For Phase 2 – Long-Range Action Goals for Negwegon SP, Rockport, and Thompson's Harbor SP, DNR-PRD will provide the Phase 1 – GMP's as well as the Regional Assessment, and will review that information with the contractor. At this meeting we will also identify other DNR staff to participate on the Planning Team for subsequent planning efforts and site visits.



- c. For Phase 2 planning of Negwegon SP, Rockport, and Thompson's Harbor SP, a "start-up" meeting will be held in Alpena, MI to address all three. The meeting of the Planning Team will include participation from all resource programs of the DNR as well as the "NRTH Advisory Committee." The Phase 1 – General Management Plans and the Regional Assessment will be reviewed with all participants to form a common basis of understanding. The Contractor will provide: Plan Scope and Schedule, identification of work responsibilities, areas of needed assistance, identification of stakeholders, and proposed dates for planning outcomes. The primary purpose of this meeting is to solicit input from all DNR resource programs and from the NRTH Advisory Committee, and to identify any conflicts or issues.
- d. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.
- f. The Contractor will design a website for Phase 2. The website will be accessible from the Contractor's home site. Links will be provided to the DNR as well.

**Step 2 – Verify from the Phase 1 Plans and identify all legal parameters that DNR-PRD must be responsive to, such as:**

- e. Legislative mandates
- f. Department/Commission/Division policy and directives
- g. Land funding source stipulations
- h. Easement restrictions

**Step 3 – Action Goal Development (two meetings) by the park's Planning Team (internal) consisting of the Management Plan Administrator, Stewardship, District Supervisor, District Planner, Park Manager (and any needed staff), and representation from DNR Resource programs (Fisheries, Wildlife, Law, Office of Communications, Forest, Mineral and Fire Management, and Office of Land and Facilities), and also including the "NRTH Advisory Committee."**

- d. Provide overview of Phase 2 planning process
- e. Discuss Phase 1 plans, specifically "Management Zones" and park "Purpose and Significance" statements
- f. Review the "Regional Assessment" and its impact on long-range action goals.
- g. Review interests in the Action Goals for the parks for each Management Zone, specific to:
  - Natural Resources
  - Cultural Resources
  - Recreation Opportunities
  - Education/Interpretation Opportunities
  - Management Focus
  - Visitor Experience
  - Further Development
  - Develop list of key stakeholders for next meeting

- f. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.

**Step 4 – Stakeholder Meeting (one meeting) to be held in Alpena, addressing each of the three parks individually.**

- d. The Contractor, with assistance from the DNR, will present an overview presentation of the Phase 2 Planning Process to the stakeholders. The Contractor will facilitate a review of the management zones, purpose and significance statements, and legal mandates summary for each property.
- e. The Contractor will facilitate a review of the Regional Assessment and discussion of the recommendations that are relevant to Phase 2 long-range action goals.
- f. The Contractor will evaluate the stakeholders' interests in specific Action Goals for each property, by management zone, as they relate to: natural resources, cultural resources, recreation opportunities, education/interpretation opportunities, management focus, visitor experience, and further development.
- g. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.



**Step 5 – Consolidate all recommendations.** Depending on scope of changes, a follow-up meeting of the Planning Team may be required to come to final recommendations of Action Goals for each park. PRD review/approval of recommendations will be secured prior to public input meeting.

- f. The Contractor will consolidate the Action Goals recommendations of the Planning Team and stakeholders from Steps (and Meetings) 3 and 4 for each property, by management zone, and identify target date, responsible party and lead staff person for each goal.
- g. The Contractor will post the consolidated recommendations to the website for Planning Team review and comment. All comments will be reviewed with the DNR, and revisions made, as necessary.
- h. An optional Planning Team meeting may be held if there are significant conflicts that require face-to-face discussion by the Planning Team. This meeting may be held in Lansing or Alpena and would be charged as an additional meeting per Attachment A.
- i. The Contractor will prepare draft Action Goals for presentation and review at the Step 6 Public Information Meeting, including the minutes of any option Step 5 team meeting.
- j. The Contractor will revise the draft Action Goals as needed, following DNR review, and post them to the website in advance of Public Information Meeting.

**Step 6 – Public Information Meeting (one meeting) to be held in Alpena, addressing each of the three parks individually.**

- c. Conduct Public Information Meeting. Present an overview of the Management Planning Process, and review key outcomes of the Planning Team, and facilitate public input. The Planning Team will participate in the meetings and will assist in addressing questions. The Contractor, with assistance from the Planning Team, will facilitate public input using a variety of techniques that may include: recording comments and posting them around the meeting room; providing a “workshop station” for each park property, manned by Contractor and Planning Team resource personnel, with Action Goals summary displays and summary sheets that invite written comment.
- d. Preparation required for the meetings includes public notification by means of press releases, posting on the DNR web site, and other formats, securing a meeting venue, developing an agenda and inviting stakeholders.
- e. The “Draft Phase 2 – Long-Range Action Goals” plans will be posted on DNR’s web site for an additional public comment opportunity for 30 days after the meetings.
- d. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor’s website.
- e. The Contractor will post the draft Action Goals on the website for an additional 30 days of public comment following the public information meeting, with email or similar contact/comment options.

**Step 7 – Finalize Phase 2 – Long-Range Action Goals Plans**

Address public input (including comment from the web site posting) with the Planning Team, and revise draft documents if so determined by PRD. Complete all text into final format and finalize.

- c. The Contractor will share the results of all public comments with the Planning Team by means of a summary report of the raw comments.
- d. The Contractor will revise and finalize Long-Range Action Goals Plan documents for each property, as directed by the DNR, based on the Planning Team’s responses to the public comments.

**Step 8 -- Phase 2 – Long-Range Action Goals Plans Approval**

- b. The DNR will move the “Final” Long-Range Action Goals Plans through the Division approval process. This includes:

For information:

- Citizens Committee for Michigan State Parks
- DNR-Statewide Council
- DNR – EcoTeam
- PRD-Section Chiefs



Recommendations to approve:

- Paul N. Curtis, Park Management Plan Administrator
- Ray Fahlsing, Stewardship Unit Manager
- Gary Ellenwood, Gaylord District Supervisor
- Keith Cheli, Gaylord District Planner
- Anna Sylvester, Roscommon District Supervisor
- Troy Rife, Roscommon District Planner
- Dan Mullen, Harrisville SP Manager
- Tom Paquin, Cheboygan FO Manager
- To be determined, Office of Communications
- Mary Ann Heidemann, Chair, NRTH Advisory Committee

Plan approvals:

- Vicki Anthes, Manager, Planning Section
- George Cameron, Manager, Operations Section
- Ron Olson, Chief, Parks and Recreation Division

- b. The Contractor will address any questions, changes, or modifications that may be required through the various reviews and approvals.
- d. The Contractor will provide the final Long-Range Action Goals Plan documents for each property, for the Division approval process.

**Step 9 – Plan Publishing and Distribution**

Upon final approval by the Chief of Parks and Recreation Division, the Contractor will publish the approved Plans for each park (bearing all signatures) in two formats—15 hard copies in Microsoft Word and 15 CDs-roms with hotlinks to related files. The Contractor shall submit all hard copies and CD-roms the DNR Contract Compliance Inspector (CCI) identified in Section 1.032.

**Step 10 – Additional Meetings**

Additional meetings beyond those identified in the Contract may be required for completion of the Plans. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor for preparation of the Plans, per Attachment A.

**B. Phase 1 – General Management Plans – 20-Year Plan**

One individual Plan for the Bay City State Recreation Area

The Contractor will implement the defined “Management Planning Process” and address the following sequence of work items to complete the “Phase 1 – General Management Plan (GMP)” for Bay City SRA: (NOTE...if any of the additional parks are added for Phase 1 planning, these steps will apply.)

**Step 1 – Project Initiation (three meetings) (NOTE...this applies to both Phase 1 and Phase 2 plans)**

- c. Within two weeks of award of the Contract, an initial “scoping meeting” will be held in Lansing, Michigan between the Contractor and DNR-PRD staff. The purpose of this meeting is to solidify roles, identify responsibilities, and define project outcomes. Any available historical data or other relevant information will be shared.
- d. For Phase 1 – General Management Plan (GMP) for Bay City SRA, PRD will have prepared an initial draft of the “Supporting Analysis” section for the park, and identify information gaps.
- e. After the Contractor has evaluated the information from the first meeting, a “start-up” meeting for Phase 1 planning of Bay City SRA will be held at **the park**. The meeting of the Planning Team will include participation from all resource programs of the DNR. The “Supporting Analysis” will be reviewed with all participants to form a common basis of understanding. (Note: the Contractor will add to or modify this section as needed to reflect the input gathered from the Planning Team throughout the planning process). The Contractor will provide: Plan Scope and Schedule, identification of work responsibilities, areas of needed assistance, identification of stakeholders, and proposed dates for planning outcomes. The primary purpose of this meeting is to solicit input from all DNR resource programs, and to identify any internal conflicts or issues.



- f. The Contractor will design a website for Phase 1. The website will be accessible from the Contractor's home site. Links will be provided to the DNR as well.
- a. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.

**Step 2 – Supporting Analysis, (Core Values) Purpose and Significance Statements, and Management Zone Map (assume two meetings) to be held at the park.**

This step of the planning process focuses on the collection of background (supporting) information and identification of all "legal mandates," drafting of preliminary park "Purpose" and "Significance" statements to establish the "identity" of the park, and the development of draft "Management Zone Plans". These tasks are further defined as follows:

- h. **SUPPORTING ANALYSIS** – The Contractor will expand upon the "Supporting Analysis" materials provided by the DNR with input gathered from the Planning Team and research of other data sources as needed. (Note: the initial draft of this section provided by the DNR will serve as the base draft to be expanded upon and modified as needed.) Text will be supplemented with maps where appropriate and data availability allows. An overview of information required in the "Supporting Analysis" includes but is not limited to:

13. Park Setting Description: For each park and surrounding properties, describe the location, population, accessibility, general history, date of acquisition, development, and land ownership and use issues. Additionally, relate the park to other state, regional, county, township, municipal parks and trailway plans, current and future uses, and existing zoning.
14. Natural Resources Assessment: Research and review the ecoregional content of the park, water resources (wetlands, rivers/streams, and lakes), forest cover, climate, soils, topography, and geological context, and information on flora and fauna.
15. Historic/Cultural Resources Assessment: Provide information regarding historically significant features of the park, including physical, cultural, and archaeological. Reference any existing archaeological surveys or reports.
16. Education and Interpretation Opportunities: Identify all educational and interpretive programming that occurs either in the park or for which the park is the subject of interest. List all volunteer activities.
17. Recreation Opportunities: List all existing recreational activities in the park. Identify any and all areas of potential conflict. Compare the recreational opportunities within the park with those already provided in the county/region by other state, federal, or local facilities.
18. Use Statistics and Economic Impact Analysis: Present and interpret park use statistics, to include: park visitor numbers (by Day-Use and Camper categories), average length of stay, number of people in the party, distance traveled, etc. DNR will provide data for contractor's use.

Assuming data availability, use the Michigan State University "MGM2-Short Form" (Economic Model) program to develop the required Economic Impact Analysis; see at website: <http://web4.canr.msu.edu/mgm2/MGM2short.htm>.

- c. **CORE VALUES** - Identify any legal mandates including, but not limited to:
- Department Land-Use Orders
  - Department Policies and Directives
  - Memorandums of Agreement (and Understanding)
  - Formal Agreements
  - Mandates (Legislative, NRC, etc.)



- Land acquisition funding source restrictions
- Easements and Rights-of-Way, etc.

DNR will provide available information on the above, however, Contractor will research and provide additional information.

5. Facilitate Planning Team discussion and development of draft park “Purpose” and “Significance” statements to help establish an “identity” for each property. The Contractor will post the results of the meeting on the website within two weeks.
  6. Park Purpose Statements: Park purpose statements are based on park legislation, legislative history, special designations and DNR policies. These statements reaffirm the reasons for which the park was identified as part of the State Park system.
  5. Park Significance Statements: Park significance statements capture the essence of the park’s importance to our State’s natural and cultural heritage. These statements describe the distinctiveness of the park. Understanding these distinctions help managers make decisions that preserve those special resources and values necessary to accomplish the park’s purposes.
- d. **“DRAFT” MANAGEMENT ZONE PLANS:**
5. Facilitate Planning Team discussion and development of a “draft” Management Zone Plan for the park utilizing the “Standard Management Zones” provided by PRD. With Planning Team input, develop a comprehensive “Management Zone Map” that sub-divides the park into specific (standard) management zones. (If needed, the Team can create specific, non-standard zones).
  6. Also develop maps of each individual zone and an accompanying narrative description that addresses the following (for each zone):
    - Natural Resources
    - Historic/Cultural Resources
    - Education/Interpretation Opportunities
    - Recreation Opportunities
    - Visitor Experience
    - Management Focus
    - Development Guidance

**Note:** All mapping is to be developed in ARC-GIS format.

5. The Contractor will be responsible for recording minutes of all meetings for reference in the final plans.

**Step 3 – Expand Planning Team to incorporate Stakeholder participation and input. (one meeting) to be held at the park.**

- c. Incorporate key “Stakeholders” into the Planning Team. These will be identified by the Team, and selected to represent primary user groups and/or representatives of issues or concerns that impact the park. Conduct “Stakeholder Planning Meeting” and review the planning process, activities and actions to-date of the Planning Team. If a “hot button” topic is encountered, additional meetings may be required.
- i. Lead dialogue with stakeholders to gain understanding of issues and conflicts, and facilitate collective (Team) resolution of same.
- j. Consolidate Stakeholder input into revised “Draft – Purpose and Significance Statements,” and a revised “Draft – Management Zone Plan.” Key to this step is establishment of consensus Team recommendations. DNR will post these findings on the DNR web site. The Contractor will post the findings on the website they developed for Phase 1.



- f. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.

**Step 4 – Public Information Meeting (one meeting) to be held at a suitable location in the vicinity of the park.**

- g. Conduct Public Information Meeting. Present an overview of the Management Planning Process, review key outcomes of the Planning Team, and facilitate public input. The Planning Team will participate in the meetings and will assist in addressing questions.
- h. Preparation required for the meetings includes public notification by means of press releases, posting on the DNR web site, and other formats. The Contractor will provide opportunities for public input, including but not limited to:
  1. An on-line survey – available at least one week before through one week after the workshop.
  2. A written survey during the workshop.
  3. Obtain oral and written comments during the workshop.
- i. The “Draft Purpose and Significance” statements and the “Draft Management Zone Plans” will be posted on DNR's web site for an additional public comment opportunity for 30 days after the meetings.
- f. The Contractor will be responsible for recording minutes and preparing a summary of all meetings for reference in the final plans, and to be posted on the Contractor's website.

**Step 5 – Finalize Phase 1 – General Management Plan**

Address public input (including comment from the web site posting) with the Planning Team, and revise draft documents if so determined by the Team. Complete all text into final format and distribute to the Team for review and comment. Finalize, based on Team input.

**Step 6 -- Phase 1 – General Management Plans Approval**

- f. The Contractor will provide the DNR the number of copies of the final draft General Management Plan (GMP) required to facilitate Division review.
- g. The DNR will move the “Final” Management Plans through the Department approval process. This includes reviews by:

Recommendation to Approve:

- PRD Management Team
- Department Eco-Team
- Citizens Committee for Michigan State Parks
- Department Statewide Council

Approval By:

- PRD Division Chief
- DNR Resource Management Deputy
- Director, Department of Natural Resources

- b. The Contractor will address any questions, changes, or modifications that may be required through the various reviews and approvals.

**Step 7 – Plan Publishing and Distribution**

Upon final approval by the Director of the DNR, the Contractor will publish the approved Plans (bearing all signatures) in two formats—15 hard copies in Microsoft Word and 15 CD-ROMs with hotlinks to related files. The Contractor shall submit all hard copies and CD-ROMs the DNR Contract Compliance Inspector (CCI) identified in Section 1.032.

**Step 8 – Additional Meetings**

Additional meetings beyond those identified in the Contract may be required for completion of the Plans. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor for preparation of the Plans, per Attachment A.

**1.030 Roles and Responsibilities****1.031 Contractor Staff, Roles, and Responsibilities**

- E. For purposes of this Contract, the following Contractor staff are considered "Key Personnel"
- Project Director/Project Management/Workshop Facilitator – David Birchler
  - Project Planner, preparation of GMPs, periodic reports, attend Planning Team Meetings, Stakeholder Workshop and Public Participation Workshop – Jill Bahm
  - Project Planner, Preparation of GMPs, may also attend Planning Team meetings, Stakeholder Workshop and Public Participation Workshop – Rebecca Bessey
  - Geographic Information Systems Specialist – Sheila Starks
- F. The Contractor may designate additional "Key Personnel" based on their previous experience in similar contracts. The Contractor must provide up to date organizational chart clearly identifying the Key Personnel and any other personnel that will assist on this Contract. Changes in the structuring or assignment of the account representative must be agreed upon with the State of Michigan prior to the change.

**1.040 Project Plan****1.041 Project Plan Management**

Within two weeks of Contract award, a detailed Project Plan must be submitted to the Contract Compliance Inspector (CCI) by the Contractor. The Contractor must maintain and keep current the Project Plan, resubmitting it to the CCI whenever changes are made.

**1.042 Reports**

In addition to the final published Plans, the following reports will be required from the Contractor at no additional cost:

- I. A progress report, sent to the DNR CCI, via email, every two weeks outlining progress made, any foreseeable problems, which will need resolution, and projected progress before the next report.
- J. For each meeting scheduled and identified in Section 1.022, copies of the recorded Minutes of the meeting, emailed to the DNR CCI and Planning Team. The Minutes will also be referenced in the final Plan(s).
- K. A progress meeting will be held monthly with DNR CCI and will outline progress made for the month, projected progress, and any anticipated problems.
- L. The State reserves the right to amend the list of required reports from the Contractor.

**1.050 Acceptance****1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW: Individual approval by DNR of each task or deliverable identified in Section 1.022.

**1.052 Final Acceptance**

Final approval given by the DNR Director, will constitute acceptance of the Plans as follows:  
Plan Publication and Distribution (in Section 1.022 A Step 9 for Phase 2, Plans and 1.022 B Step 7 for Phase 2 Plans).



### **1.060 Proposal Pricing**

#### **1.061 Proposal Pricing**

Contractor will invoice only for work that has been completed and accepted by the DNR, based upon the attached pricing sheet (Attachment A).

#### **1.062 Price Term**

Firm Fixed Price - Prices quoted are firm for the entire length of the Contract.

#### **1.063 Tax Excluded from Price**

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

#### **1.064 Holdback – Deleted – Not Applicable**

### **1.070 Additional Requirements**

#### **1.071 Additional Terms and Conditions specific to this Contract**

- E. Contractor will need to work with the following DNR staff involved in this contract. Mr. Paul N. Curtis will be responsible for contract oversight and DNR approvals of the contractor's work. Mr. Curtis will be the point person in the overall process. Other DNR staff will be identified, as needed.

<u>Name</u>	<u>Function</u>
Paul N. Curtis	Park Manager Plan Administrator, project manager for this project and primary contact for all management planning activities
Ray Fahlsing	Stewardship program manager, responsible for preservation and protection of PRD natural and historic/cultural resources
Glenn Palmgren	Stewardship Ecologist, responsible for preservation and protection of PRD natural resources, alternate for Ray Fahlsing
Gary Ellenwood	Gaylord district supervisor, responsible for management of Thompson's Harbor and Rockport.
Keith Cheli	Gaylord district planner, responsible for state park planning for Thompson's Harbor and Rockport.
Tom Paquin	Cheboygan Field Office manager, responsible for operations of Thompson's Harbor and Rockport
Anna Sylvester	Roscommon district supervisor, responsible for management of Negwegon.
Troy Rife	Roscommon district planner, responsible for state park planning of Negwegon.
Dan Mullen	Harrisville SP manager, responsible for operations of Negwegon.
Laurie Marzolo	Forest, Mineral, and Fire Management (FMFM) Division staff, to provide input from their program perspective



Keith Kintigh	Wildlife Division (WD) staff, to provide input from their program perspective
David Borgeson	Fisheries Division (FD) staff, to provide input from their program perspective
Warren MacNeill	Law Enforcement Division (LED) staff, to provide input from their program perspective
To Be Named	Office of Communications (OC) staff, to provide input from their program perspective
Jon Mayes	Office of Land Facilities (OLAF) staff, to provide input from their program perspective

**F. Other Roles and Responsibilities:**

1. The Contractor is expected to interact with and include additional state agencies and stakeholders as requested by the DNR. The following State Agency's involvement will be on an "as needed" basis:
  - State Historic Preservation Office
  
2. The following list of Stakeholders and public entities, are an example of additional involvement in this project from outside concerns. This list is not all inclusive, and it is expected that stakeholders specific for each park will be identified by the Planning Teams:
  - z. Local units of government; county, township and municipal
  - aa. DNR - Northern Lower Peninsula EcoTeam
  - bb. DNR – Southern Lower Peninsula EcoTeam
  - cc. DEQ Coastal Zone Management
  - dd. History, Arts and Libraries
  - ee. Citizen's Committee for Michigan State Parks
  - ff. Michigan State Waterways Commission
  - gg. Friends groups
  - hh. The Nature Conservancy
  - ii. Conservation Districts:
    - Alcona
    - Alpena
    - Bay
    - Presque Isle
  - jj. Legislative
  - kk. Northeast Michigan Council of Government's (NEMCOG)
  - ll. MSU Extension
  - mm. MI Sea Grant
  - nn. General Public



## Article 2, Terms and Conditions

### 2.000 Contract Structure and Term

#### **2.001 Contract Term**

This Contract is for a period of two years and six months, beginning June 30, 2009. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 Options to Renew**

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to six (6) additional one (1) year periods.

#### **2.003 Legal Effect**

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

#### **2.004 Attachments & Exhibits**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

#### **2.005 Ordering**

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

#### **2.006 Order of Precedence**

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

#### **2.007 Headings**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

**2.008 Form, Function & Utility**

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

**2.009 Reformation and Severability**

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

**2.010 Consents and Approvals**

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

**2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

**2.012 Survival**

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

**2.020 Contract Administration****2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and the Department of Natural Resources (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Jim Wilson  
Purchasing Operations  
Department of Management and Budget  
Mason Bldg, 2nd Floor, P.O. Box 30026  
Lansing, MI 48909  
Email WilsonJ4@michigan.gov  
Phone 517-241-1916

**2.022 Contract Compliance Inspector (CCI)**

After DMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with the Department of Natural Resources, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Paul N. Curtis  
Park Management Plan Administrator  
Department of Natural Resources  
Parks and Recreation Division  
Mason Building, 3<sup>rd</sup> Floor, P.O. Box 30257  
Email: curtisp@michigan.gov  
Phone: 517.335.4832  
Fax: 517-373-4625

**2.023 Project Manager** – Deleted – Not Applicable**2.024 Change Requests**

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

**Change Requests:**

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

**2.025 Notices**

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

**State:**

State of Michigan  
Purchasing Operations  
Attention: Rebecca Nevai  
PO Box 30026  
530 West Allegan  
Lansing, Michigan 48909

**Contractor:**

Birchler Arroyo Associates Inc.  
Attention: David Birchler  
28021 Southfield Road  
Lathrup Village, MI 48076  
Phone 248-423-1776  
Fax 248-423-1793

Either party may change its address where notices are to be sent by giving notice according to this Section.

**2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

**2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

**2.029 Assignments**

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

**2.030 General Provisions****2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

**2.032 Contract Distribution**

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

**2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

**2.034 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

**2.035 Future Bidding Preclusion**

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

**2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

**2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

**2.040 Financial Provisions****2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

**2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

**2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

**2.044 Invoicing and Payment – In General**

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

**2.045 Pro-ration**

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

**2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

**2.050 Taxes****2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

**2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

**2.060 Contract Management****2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

**2.062 Contractor Key Personnel**

(a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.



(c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

### **2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

### **2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

### **2.065 Contractor Identification**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

### **2.066 Cooperation with Third Parties**

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

### **2.067 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

**2.068 Contract Management Responsibilities**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

**2.070 Subcontracting by Contractor****2.071 Contractor Full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

**2.072 State Consent to Delegation**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

**2.073 Subcontractor Bound to Contract**

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

**2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 1.070, 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

**2.075 Competitive Selection**

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

**2.080 State Responsibilities****2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

**2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

**2.090 Security**

**2.091 Background Checks** – Deleted – Not Applicable

**2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

**2.093 PCI Data Security Requirements** – Deleted – Not Applicable

**2.100 Confidentiality****2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

**2.102 Protection and Destruction of Confidential Information**

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

**2.103 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

**2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

**2.105 Respective Obligations**

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

**2.110 Records and Inspections****2.111 Inspection of Work Performed**

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

**2.112 Examination of Records**

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

**2.113 Retention of Records**

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

**2.114 Audit Resolution**

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

**2.115 Errors**

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

**2.120 Warranties****2.121 Warranties and Representations**

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(e) It is qualified and registered to transact business in all locations where required.

(f) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(g) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(h) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(i) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.



(j) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(k) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(l) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the Contract.

(m) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

**2.122 Warranty of Merchantability** – Deleted – Not Applicable

**2.123 Warranty of Fitness for a Particular Purpose** – Deleted – Not Applicable

**2.124 Warranty of Title** – Deleted – Not Applicable

**2.125 Equipment Warranty** – Deleted – Not Applicable

**2.126 Equipment to be New** – Deleted – Not Applicable

**2.127 Prohibited Products** – Deleted – Not Applicable

**2.128 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

**2.130 Insurance**

**2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage's provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State. See [www.michigan.gov/dleg](http://www.michigan.gov/dleg).



Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked  below:

1. Commercial General Liability with the following minimum coverage:

\$500,000 General Aggregate Limit other than Products/Completed Operations  
\$250,000 Products/Completed Operations Aggregate Limit  
\$250,000 Personal & Advertising Injury Limit  
\$250,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000 each accident  
\$100,000 each employee by disease  
\$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.



### **2.132 Subcontractor Insurance Coverage**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

### **2.133 Certificates of Insurance and Other Requirements**

Contractor must furnish to DMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

### **2.140 Indemnification**

#### **2.141 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

#### **2.142 Code Indemnification**

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

#### **2.143 Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

**2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

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

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

**2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

**2.146 Indemnification Procedures**

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.



(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

### **2.150 Termination/Cancellation**

#### **2.151 Notice and Right to Cure**

If the Contractor breaches the Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### **2.152 Termination for Cause**

(a) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

#### **2.153 Termination for Convenience**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

#### **2.154 Termination for Non-Appropriation**

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).



(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

#### **2.155 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

#### **2.156 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

#### **2.157 Rights and Obligations upon Termination**

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

#### **2.158 Reservation of Rights**

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

#### **2.160 Deleted – Not Applicable**



## **2.170 Transition Responsibilities**

### **2.171 Contractor Transition Responsibilities**

If the State terminates this Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 180 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

### **2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

### **2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

### **2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

### **2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

### **2.176 State Transition Responsibilities**

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

## **2.180 Stop Work**

### **2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

**2.182 Cancellation or Expiration of Stop Work Order**

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

**2.183 Allowance of Contractor Costs**

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

**2.190 Dispute Resolution****2.191 In General**

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

**2.192 Informal Dispute Resolution**

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

**2.193 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

**2.194 Continued Performance**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

**2.200 Federal and State Contract Requirements****2.201 Nondiscrimination**

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

**2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

**2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

**2.204 Prevailing Wage – Deleted – Not Applicable****2.210 Governing Law****2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

**2.212 Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

**2.213 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

**2.220 Limitation of Liability****2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

**2.230 Disclosure Responsibilities****2.231 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
  - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
  - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
- (2) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

**2.232 Call Center Disclosure**

Contractor and/or all Subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

**2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

**2.240 Performance****2.241 Time of Performance**

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

**2.242 Service Level Agreements (SLAs) – Deleted – Not Applicable**

**2.243 Liquidated Damages – Deleted – Not Applicable**

**2.244 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.



If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

### **2.250 Approval of Deliverables**

**2.251 Delivery Responsibilities** – Deleted – Not Applicable

### **2.252 Delivery of Deliverables**

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

**2.253 Testing** – Deleted – Not Applicable

### **2.254 Approval of Deliverables, In General**

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.



(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

#### **2.255 Process For Approval of Written Deliverables**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

#### **2.256 Process for Approval of Services**

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

#### **2.257 Process for Approval of Physical Deliverables – Deleted – Not Applicable**

#### **2.258 Final Acceptance**

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.



## **2.260 Ownership**

### **2.261 Ownership of Work Product by State**

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

### **2.262 Vesting of Rights**

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

### **2.263 Rights in Data**

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

### **2.264 Ownership of Materials**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

## **2.270 State Standards**

### **2.271 Existing Technology Standards**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

### **2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

### **2.273 Systems Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

**2.280 Extended Purchasing**

**2.281 MIDEAL** - Deleted – Not Applicable

**2.282 State Employee Purchases** – Deleted – Not Applicable

**2.290 Environmental Provision****2.291 Environmental Provision**

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials – Deleted – Not Applicable

Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this Contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

**2.300 Other Provisions****2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials**

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



**Attachment A, Price Proposal**

1. This project will be invoiced as a firm, fixed unit (per Plan) price contract, with separate pricing for each Park Management Plan. Award of a contract for preparation of one or more of the Plans identified in the RFP, will be based upon availability of funding.
2. Individual Park Management Plan prices are all inclusive of the total costs to be incurred to complete each Plan.
 

<b>Total fixed price cost for Phase 2 Plan-Negwegon State Park:</b>	<b>\$ 7,950.00</b> _____
<b>Total fixed price cost for Phase 2 Plan-Rockport:</b>	<b>\$ 7,950.00</b> _____
<b>Total fixed price cost for Phase 2 Plan-Thompson's Harbor:</b>	<b>\$ 7,950.00</b> _____
<b>Total fixed price cost for Phase 1 Plan-Bay City Recreation Area:</b>	<b>\$18,850.00</b> _____
 <b>Total Bid:</b>	 <b>\$42,700.00</b> _____
3. In addition to the meetings identified in the RFP, as the project progresses, DNR and the Contractor may see a need for additional meetings, which would be over and above the cost identified in Contractor's "per plan" cost. Contractor should identify a "per meeting" cost to be charged, if an additional meeting would be required:
 

a. Meeting/travel costs to Alpena, Michigan	<b>\$ 1,150.00</b> _____
b. Meeting/travel costs to Bay City Recreation Area	<b>\$ 530.00</b> _____
c. Meeting/travel costs to Lansing, Michigan	<b>\$ 420.00</b> _____
4. Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dmb](http://www.michigan.gov/dmb) for current rates.  
*Note: Rates for travel may not exceed those rates currently approved for State of Michigan employee business travel. See [http://michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html).*
5. The Contractor offers a 2% discount for payments received Net 10 days, and a 1% discount for payments received Net 20 days. To allow time for the invoice to reach the State by mail, the State may take the 2% discount based on 13 days from the date on the invoice, and the 1% discount based on 23 days from the date on the invoice.