

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET**

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

**CONTRACT FOR PROFESSIONAL SERVICES
For Minor Projects Only**

Index No.
File No.

Contract Order No. Y

THIS CONTRACT, authorized this _____ of _____ in the year two-thousand and seven (2007), by the Director, Department of Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF MANAGEMENT AND BUDGET, First Floor, Stevens T. Mason Building, Lansing, Michigan, hereinafter called the State, and

the Prime Professional Services Contractor, hereinafter called the Professional,

WHEREAS, the Department proposes securing professional architectural and engineering study, design and construction administration services FOR THE FOLLOWING PROJECT:

WHEREAS, the Professional acknowledges by signing this Professional Services Contract, having a clear understanding of the requested Project scope of work requirements and of the professional architectural and engineering study, design and construction administration services required by the Department to provide it, and further agrees that the terms and conditions of this Professional Services Contract provide adequate professional monetary compensation fee(s) for the Professional firm to provide the requested Project scope of work requirements.

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

FOR THE PROFESSIONAL:

Firm Name

Federal Identification (I.D.) No. or Social Security No.

Signature

Date

Title

FOR THE STATE OF MICHIGAN:

Director, Department of Management and Budget

Date

WHEREAS, the Department deems it advisable to engage the services of the Professional to furnish professional services in connection with this Project, and in consideration of the promises and to their mutual and dependent agreements, the parties hereto agree as set forth in the following pages which are annexed hereto and made a part hereof (page 1 to 23 and attached appendices inclusive).

WHEREAS, the Department has authority as provided in the 1984 PA 431, Management and Budget Act of the State of Michigan, to engage such professional services, and

WHEREAS, this Professional Services Contract constitutes the entire agreement as to the Project between the parties. Any Contract Modification of this Contract and the attached Appendix 1 – Project/Program Statement scope of work requirements must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional firm’s final design Contract Documents/architectural and engineering design errors, omissions or neglect on the part of the Professional.

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

- I. The Professional shall provide the professional services for the Project scope of work requirements in the Phase sequence provided in this Contract and to the extent authorized by the State and be solely responsible for such services. The Professional firm’s architectural and engineering study, design and construction administration services shall be performed in strict accordance with this Contract and be in compliance with the attached Appendix 1 - Project/Program Statement scope of work requirements.
- II. The State of Michigan shall compensate the Professional for providing their professional architectural and engineering study, design and construction administration services for the Project scope of work services in accordance with the conditions of this Contract.

CENTURY DATE COMPLIANCE PROTECTION: All fixtures, equipment or operating systems which require firmware or software systems and that are provided with and/or incorporated into the work shall include, at no increase in Contract price or Contract time, design and performance such that they will not experience firmware or software abnormality and/or generate incorrect results or performance deficiencies due to date oriented processing.

If a Construction Contract is required for this Project, the Professional shall include the Century Date Compliance Protection language in the: (1) “Supplemental Conditions,” of the Construction Contract of the Department of Management and Budget, Facilities Administration, Design and Construction Division, “MICHSPEC 2001 Edition of The Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)”; or the (2) Current Department of Management and Budget, Facilities Administration, Design and Construction Division, “DMB Short Form 401 - Proposal and Contract/Front-End Package for Small Projects for Professional Services Contractors (PSC) with General Conditions for Construction and Instructions to Bidders” as adopted and modified by the State of Michigan and incorporated into the Construction Contract. The “Supplemental Conditions,” Century Date Compliance Protection language will require the Professional to provide in the Construction Contract for this Project, the text provisions of the following paragraphs (A.) through (E.) below:

- A. The firmware and software design to ensure century date compliance capability, shall include, but not be limited to date structures (databases, date files, etc.) that provide four (4) digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system date; calculations and program logic (e.g. sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; and user interfaces (i.e. screen reports, etc.) that accurately treats four (4) digit year 2000 as a leap year within all calculations and calendar logic.
- B. When requested by the State of Michigan, the Construction Contractor shall promptly provide written assurances to the State from any manufacturer of any fixtures, equipment or operating systems provided with and/or incorporated into the work that its fixtures, equipment, or operating systems have been reasonably tested and will not experience any firmware or software abnormality and/or generate incorrect results or performance deficiencies due to date oriented processing. Whether the State chooses to request such assurances, and whether such assurances are provided, will not relieve the Construction Contractor from the Construction Contractor's obligation to provide fixtures, equipment and operating systems in accordance with the Professional firm’s Phase 100 – Study, Final Report and final design Contract Documents/architectural and engineering drawings and specifications requirements or will represent acceptance of defective work.

- C. If the Construction Contractor knows or has reason to know of any incorrect results and/or performance deficiencies due to date oriented processing, the Construction Contractor shall promptly notify the Professional and the State in writing of any such defective work.
- D. The Construction Contractor specifically warrants and represents that all fixtures, equipment or operating systems provided with and/or incorporated into the work will not experience firmware or software abnormality and/or generate incorrect results or performance deficiencies due to date oriented processing. This Construction Contractor warranty shall extend until the applicable warranty otherwise covering the fixture, equipment or operating system at issue expires, whichever is later.
- E. The Construction Contractor shall take prompt corrective action upon receiving any written notice of any defective work because any fixtures, equipment or operating systems experience firmware or software abnormality and/or generate incorrect results or performance deficiencies.

DEFINITION OF TERMS: The definition of terms and conditions of this Contract are described and outlined in the following Articles 1 through 14 and attached appendices. The capitalized defined terms used in this Professional Services Contract shall have the following definitions:

ADDENDA: Written or graphic numbered documents issued by the Department of Management and Budget, Facilities Administration, Design and Construction Division and/or the Professional firm prior to the execution of the Construction Contract which modifies or interprets the Project final design Contract Bidding Documents, including architectural and engineering drawings, and specifications, by additions, deletions, clarifications or corrections. The Addenda shall: (1) Be identified specifically with a standardized format; (2) Be sequentially numbered; (3) Include the name of the Project; (4) Specify the Project Index No., Project File No., the Contract Order No. Y, and a description of the proposed Addenda scope of work; and (5) Specify the date of Addenda issuance. As such, the Addenda are intended to become part of the Project Contract Bidding Documents when the Construction Contract is executed by the Professional firm's recommended lowest responsive, responsible qualified Construction Contractor. An Addendum issued after the competitive construction Bid opening to those construction Bidders who actually submitted a Bid, for the purpose of rebidding the Project work without readvertising, is referred to as a post-Bid Addendum.

BID: A written offer by a competitive construction Bidder for the Department of Management and Budget, Facilities Administration, Design and Construction Division's Project construction work, as specified, which designates the competitive construction Bidder's base Bid and Bid price for all alternates.

BIDDER: The person acting directly, or through an authorized representative, who submits a competitive construction Bid directly to the Department of Management and Budget, Facilities Administration, Design and Construction Division.

BIDDING DOCUMENTS: The Professional firm's Project final design Contract Documents/architectural and engineering drawings and specifications requirements as advertised, and all Addenda issued before the competitive construction Bid opening, and after the competitive construction Bid opening, if the Project construction work is rebid without readvertising. Bidding Documents shall consist of: the final design architectural and engineering drawings and specifications, any Addenda issued, special, general and supplemental conditions of the Construction Contract, and modifications, if any, to standard forms provided by the Department. Such forms consist of: the Project advertisement, the instructions to construction Bidders, the proposal forms, general, supplemental, and any special conditions of the Construction Contract, and the form of agreement between the Department and the Construction Contractor for the Project work requirements.

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

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

BULLETIN: A standard document form (DMB-485, Bulletin Authorization No. and the DMB-489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders) used by the Department of Management and Budget, Facilities Administration, Design and Construction Division to describe a sequence numbered change in the Project scope of work under consideration by the Department and the Professional and to request the Construction Contractor to submit a proposal for the corresponding adjustment in the Contract price and/or Contract time, if any. These standard document forms are a part of the "DMB-460, Project Procedures" documents package.

CAPITAL OUTLAY MANUAL: Provides a general background description of the State of Michigan's Capital Outlay process for major and minor architectural and engineering Projects. Describes the Capital Outlay programming, planning and construction process. This manual contains the sequence of Project events from programming/planning a Project through construction. Contains the procedures and forms for the Capital Outlay Budget. Defines the meaning and content of the Project/Program Statement (required for planning Projects) and indicates suggested space standards.

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

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

CONSTRUCTION INSPECTION SERVICES: The Professional firm's field Inspections of the Project scope of work during the construction Phase of this Contract which includes but is not limited to: (1) Document the quantity and quality of all Project construction and verify that the Project construction work is properly completed; (2) Resolve Project problems that are affecting the Project construction work, certify payment requests, process Bulletins, Contract Change Order recommendations, and requests for information (RFI's) in a timely manner as prescribed in the Department of Management and Budget, Facilities Administration, Design and Construction Division, "MICHSPEC 2001 Edition of The Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" or the current Department of Management and Budget, Facilities Administration, Design and Construction Division, "DMB Short Form 401 – Proposal and Contract/Front-End Package for Small Projects for Professional Services Contractors (PSC) with General Conditions for Construction and Instructions to Bidders" as adopted and modified by the State of Michigan and incorporated into the Construction Contract; and the (3) Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director that the Project construction work is in compliance with the Professional firm's design intent and that the Project scope of work has been completed by the Construction Contractor in accordance with the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications requirements.

The Professional shall provide sufficient Inspections of the Project scope of work during the construction Phase to administer the construction Phase field services and its related construction Phase administration office services, as directly related to the degree of Project complexity and scope of work requirements, up to and including full-time field Inspections. The construction field Inspections shall occur as the construction field conditions and the Project scope of work requirements may require and during the regularly scheduled monthly progress and payment meetings. The Professional shall use for their construction field Inspection services, only personnel having such professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The Professional agrees that such characteristics are essential for the successful completion of the Project scope of work. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

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

CONTRACT CHANGE ORDER: A written order standard document form (DMB-403) issued and signed by the State of Michigan and signed by the Professional which amends the Contract Documents for changes in the attached Appendix 1 – Project/Program Statement scope of work requirements or an adjustment in Contract price and/or Contract time, or both.

CONTRACT DOCUMENTS: The Professional firm's Phase 100 – Study, Final Report and final design architectural and engineering plans/drawings, specifications, Construction Contract, instructions to construction Bidders, proposal, Bidding Documents, agreement, conditions of the Contract, payment bond, performance/labor and material bond, prevailing wages, all Addendums, and attachments as may be necessary to comprise a Construction Contract for the Project scope of work requirements. Specifications for this Contract will be prepared for Divisions 00 through 49, in the 2004 MasterFormat Outline by the Construction Specifications institute (C.S.I.), as appropriate for the defined Project scope of work requirements (See Appendix 4).

CONTRACT MODIFICATION: A written amendment standard document form (DMB-410) to the Contract scope of work requirements signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the attached Appendix 1 – Project/Program Statement scope of work requirements or previously unknown on-site field conditions as approved by the Department will be compensated to the Professional by way of the Contract Modification in accordance with the Article 2, Compensation text of this Professional Services Contract. Any Contract Modification of this Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Professional firm for correcting, or for responding to claims or

litigation for the Professional firm's Phase 100 – Study, Final Report and final design Contract Documents/architectural and engineering design errors, omissions or neglect on the part of the Professional.

CONTRACT ORDER: A written order standard document form (DMB-402) issued and signed by the State of Michigan authorizing a professional firm to: (1) Begin to incur Project expenses and proceed with the Project scope of work on-site; and (2) Provide the professional services stipulated in the fully executed Contract scope of work requirements for the lump sum fee dollar (\$) amount designated in the Phases of the Contract Order. Issuance of this standard document form by the State of Michigan to the Professional firm certifies that: (1) The State will enter into a Professional Services Contract for the professional services described in the Phases of this Contract; and that (2) The proper three (3) sets of Original Certificate of Insurance documents have been received and accepted by the State along with the approval and signing of the Professional firm's Professional Services Contract by the Director of the Department of Management and Budget, Facilities Administration.

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

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

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

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

FIELD REPRESENTATIVE: An employee of the State under the direction of the Project Director who provides the Inspection of construction Projects for compliance with the study/design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specification requirements and the building construction codes. The Field Representative is the liaison between the Construction Contractor, the Professional, and the Project Director. The Project Director, or their Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project meetings. Unless delegated by specific written notice from the Department, the Field Representative has no authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time.

INSPECTION: The Professional and their Consultants on-site or off-site examination of the Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director that the quantity and quality of all Project construction work is in accordance with the study/design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specification requirements.

KEY PRINCIPAL PERSONNEL/EMPLOYEE: A Chief Executive Officer of a professional firm who is essential for the successful completion of this Project scope of work requirements.

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

PHASE: A discretely distinguishable design Phase step in the course of the Professional providing architectural and engineering design services necessary to produce the Project's scope of work requirements, including: Study, Preliminary Design, Final Design/Bidding Documents, and Construction Phase Administration/Office and Field Inspection Services.

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

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

PROJECT: Any new construction, existing site, new utilities, existing building renovation, additions, alteration, repair, installation, construction quality control and material testing services, painting, decorating, demolition, conditioning, reconditioning or improvement authorized by the Department that requires professional design services as part of this Contract.

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

PROJECT DIRECTOR: The professional licensed State of Michigan employee of the Department of Management and Budget, Facilities Administration, Design and Construction Division, Architectural/Engineering discipline who is responsible for directing and supervising the design Professional firm's services during the life of this Professional Services Contract (See attached Appendix 1 – Project/Program Statement scope of work requirements for this Project). The Project Director is responsible for monitoring and coordinating the performance of the construction Phase services and also responsible for the overall administration and Inspection of Capital Outlay and miscellaneous operating projects (MOP's) construction activities to ensure quality control, final design Contract Documents compliance and timely Project completion within the established Project construction Budget. The Project Director, or their Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project related meetings. Unless delegated by specific written notice from the Department, the Field Representative does not have any authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time.

PROJECT/PROGRAM STATEMENT: The attached Appendix 1 Project scope of work requirements prepared by the State/Client Agency that defines the scope of the problem and describes why this Project is desirable, with a preferred resolution of the problem. The Project/Program Statement also requires the Professional to provide a Project schedule identifying critical study/design milestone dates that shall be required and achieved by the Professional for the Project requirements as well as construction milestone target dates anticipated for the Construction Contractor to achieve.

PROJECT TEAM: Consisting of the Professional, the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director, the Field Representative, a representative of the State/Client Agency, and others as considered appropriate by the Department.

PUNCH LIST: A list of minor construction Project items to be completed or corrected by the Construction Contractor, any one of which do not materially impair the use of the Project work, or the portion of the Project work inspected, for its intended purpose. A Punch List shall be prepared by the Professional upon having made a determination that the Project work, or a portion of the Project construction work inspected in concert with the Professional, the Construction Contractor, the Department, Project Director, the Field Representative, the State/Client Agency and any construction manager, is substantially complete and shall be attached to the respective DMB-445, Certificate of Substantial Completion form. This standard document form is a part of the "DMB-460, Project Procedures" documents package.

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

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

STATE/CLIENT AGENCY: A Department or Agency of the State of Michigan, for whose use the Project will ultimately serve, which requires professional architectural and engineering design services. The term State/Client Agency does not include an institution of higher education or a community college.

SUBSTANTIAL COMPLETION: The standard document form (DMB-445) for the Project work, or a portion of the Project work designated in the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications as eligible for separate Substantial Completion, has been completed in accordance with the design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications, to the extent that the Department of Management and Budget, Facilities Administration, Design and Construction Division and the State/Client Agency can use or occupy the entire Project work, or the designated portion of the Project work, for the use intended without any outstanding, concurrent work at the Project work site, except as may be required to complete or correct the Project work Punch List items. Prerequisites for Substantial Completion, over and above the extent of Project work completion required, shall include the following items: (a) Receipt by the Department of all required Contract operating and maintenance documentation; (b) All systems have been successfully tested and demonstrated by the Construction Contractor for their intended use; and (c) The Department of Management and Budget, Facilities Administration, Design and Construction Division having received all required Contract certifications and/or occupancy approvals from the State of Michigan and those political subdivisions having jurisdiction over the Project work. Receipt of all required Contract certifications and/or occupancy approvals from those political subdivisions with jurisdiction in and of itself does not necessarily imply Substantial Completion.

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

ARTICLE 1 PROFESSIONAL SERVICES SCOPE OF WORK

The Professional shall provide all professional services, technical staff and support personnel necessary to achieve the Project scope of work requirements as described in the attached Appendix 1 – Project/Program Statement scope of work requirements in the best interest of the State, and be within the Professional firm's lump sum monetary compensation fee(s) herein authorized by the State. Project services shall comprise, without exception, every professional architectural and engineering design discipline and expertise necessary to meet all the requirements, and be in accordance with the industries accepted standard requisites for professional architectural and engineering design practice and services. The Professional firm's services includes attendance at all Project related meetings and conferences in pursuance thereof. Professional services for this Project shall be provided in the Phase sequence shown below and shall be rendered in accordance with the Professional firm's attached Appendix 3 – Project Study, Design and Proposed Construction Schedule duration. The Professional firm's design and proposed construction schedule shall be detailed, undated, and time sequence related for all Phase services appropriate for the Project scope of work requirements. The Professional shall field-check, and verify the accuracy of all architectural and engineering drawings and any data furnished by the Department, the State/Client Agency or any other Project related source. The Professional shall not employ or consult with any firms in completing the Professional firm's obligations herein who it anticipates will be a construction Bidder for the Project or any part thereof, unless specifically authorized, in writing, by the Department. The Professional acknowledges that the Department is the first interpreter of the Professional's performance under this Contract.

The Professional shall immediately inform the Department whenever it is indicated that the Professional firm's authorized Project not-to-exceed Budget cost may be exceeded. The Professional shall make recommendations to the Department for revisions to the Project to bring the Project Cost back to the Professional firm's original authorized Budget amount. Any revision to the Project scope of work requirements must be accepted and approved by the Department in writing.

The professional services also include participation in legislative presentations as may be required by the State of Michigan's current Capital Outlay manual for "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" and as the legislature, or the Department may prescribe.

The Professional acknowledges by signing this Professional Services Contract, having a clear understanding of the requested Project scope of work requirements and of the professional architectural and engineering study, design and construction administration services required by the Department to provide it, and further agrees that the terms and conditions of this Professional Services Contract provide adequate professional monetary compensation fee(s) for the Professional to provide the requested Project scope of work requirements. No increase in monetary compensation fee to the Professional will be allowed unless there is a material change

made to the Project scope of work requirements as described in the attached Appendix 1 - Project/Program Statement scope of work requirements and the change in scope to the Project/Program Statement scope of work requirements is accepted and approved in writing, by the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director and the Professional. Professional services shall not be performed and no Project monetary expenses shall be incurred by the Professional firm prior to the issuance of a written and signed Professional Services Contract and a DMB Form 402 - Contract Order by the Department to the Professional, authorizing the Professional firm to start the Project work on-site. Compensation for Department directed changes to the Project or modifications to the Project scope of work requirements will be provided to the Professional firm by a Contract Modification and/or Contract Change Order signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from increases in the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional firm, as approved by the Project Director, on an hourly rate basis in accordance with this article. This monetary compensation shall not exceed seven and one-half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional firm and the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director.

No substitution of any "Key Principal Personnel/Employee" who is essential for the successful completion of the Project scope of work requirements and identified in the Professional firm's attached Appendix 2 – Project Organizational Chart will be allowed by the Professional firm for this Contract without the prior written consent from the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director. Before any "Key Principal Personnel/Employee" substitution takes place, the Professional firm shall submit a written request to the Project Director for personnel substitution and this substitution request shall include the following information: (1) A request in writing for a No Cost Contract Modification for this "Key Principal Personnel/Employee" substitution; (2) Detailed written justification for this "Key Principal Personnel/Employee" substitution; (3) The Professional firm's qualifications of any proposed "Key Principal Personnel/Employee" replacement; and (4) A written statement from the Professional firm assuring the Department that the Project scope of work will not be adversely affected by this "Key Principal Personnel/Employee" substitution change. This request by the Professional firm to modify their Professional Services Contract must be accepted and approved in writing by the Project Director and the Director of the Department of Management and Budget, Facilities Administration, on the Department's, Professional Services Contract Modification form (DMB-410).

The Department of Management and Budget, Facilities Administration, Design and Construction Division will designate an individual to serve as the Project Director for the Project scope of work requirements who shall be fully acquainted with the attached Appendix 1 – Project/Program Statement scope of work requirements and have the authority to render Project decisions and furnish information promptly. Except, in connection with issues under the Article 12 - Contract Claims and Disputes text, the Project Director will exercise general management and administration for the Professional firm's services in so far as they affect the interest of the State. The Professional shall indemnify, defend, and hold harmless the State against exposure to claims arising from delays, negligence or delinquencies by the Professional for the professional services of this Contract.

During the study, design and construction Phase administration of this Project, the "DMB-460, Project Procedures" documents package shall be used by the Professional in the administration of this Contract and contains the following Department of Management and Budget, Facilities Administration standard document forms: (1) DMB-413, General Release – Visitors; (2) DMB-426, Builder's Risk Claim; (3) DMB-434, Certification of Off-Site Material Storage; (4) DMB-437, Guarantee and Indebtedness Statement; (5) DMB-440, Payment Request; (6) DMB-441, Meeting Attendance Record; (7) DMB-445, Certificate of Substantial Completion; (8) DMB-452, Professional firm's Inspection Record; (9) DMB-485, Bulletin Authorization No.; (10) Instructions for Schedule of Value; (11) DMB-487, Material Stored on Project/Job Site; and (12) DMB-489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders.

The Professional shall be required to obtain from the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director, the on-site Inspection record standard document form titled "DMB-452, The Professional firm's Inspection Record" for all on-site Inspection visits to the Project site. This standard document form is a part of the "DMB-460, Project Procedures" documents package. The Professional firm's Inspection Record standard document form shall be completed and signed by the Professional and compiled monthly with the original document sent to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director and a copy sent to the Construction Contractor. The on-site Inspection record standard document form shall be completed and accompany the Professional firm's monthly submitted payment request.

All Project architectural and engineering design services will be consistent with the Department of Management and Budget, Facilities Administration, Design and Construction Division's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" unless otherwise approved in writing by the Department.

HAZARDOUS MATERIALS: Where the Professional firm's Project scope of work involves work in an existing building and/or utility system, indicate for the Department, in writing, and by scaled graphic diagram any building and/or site utility areas that may have potential hazardous material contamination and may require testing, abatement and/or removal by the Department, prior to the renovation and/or during the new construction work of the Project. Hazardous materials testing and removal for this Project, will be performed by the Department with other professional firms by separate Contract, who are licensed and insured to perform this service. Coordinate the Project with any hazardous material removal services required to implement the Project. Include for the Department's use, architectural and engineering drawings and specifications for all restoration work necessary following completion of the removal/abatement Project. Revise the final design/Contract Bidding Documents drawings, specifications and schedule to reflect the impact of the hazardous material removal/abatement scope of work on the existing State/Client Agency facility operations.

The professional architectural and engineering services required for each Phase of this Contract shall be performed by the Prime Professional firm and their Consultants in accordance with this article. The following Phase descriptions intend to outline the Department of Management and Budget, Facilities Administration, Design and Construction Division's standard of care method for describing the Professional firm's responsibilities for providing the professional architectural and engineering study, design and construction administration services for this Contract, but do not limit or exclude, any regular or normal professional service necessary to accomplish the Project scope of work requirements and be in accordance with the industries accepted standard requisites for professional architectural and engineering design practice and services.

PHASE 100 - STUDY: Provide a complete and comprehensive architectural and engineering study with itemized construction cost estimates based upon the Department of Management and Budget, Facilities Administration, Design and Construction Division's approved and attached Appendix 1 - Project/Program Statement scope of work requirements to research, analyze, and report the results of the Project Study Phase. Prepare a complete study report in the following outline and in such detail as the Project may prescribe:

- A. Problem
- B. Conclusion
- C. Recommendation
- D. Discussion and details

Present and submit ten (10) copies of the draft study reports with itemized construction cost estimates to the Project Team at each required 50 percent and 90 percent completion review interval and incorporate review comments as directed by the Department into the final study report. Also, provide one (1) camera-ready original and an electronic copy suitable for legible reproduction. Provide presentations as indicated in the Project scope of work plan for Department acceptance and incorporate all requested review comments required for Department written acceptance of the Project study report. Provide one (1) acceptable study report presentation to the Project Team for this Phase. Any additional study report presentations requested by the Department will be considered extra professional services and the additional study costs will be paid to the Professional firm by the Department with a Contract Change Order.

PHASE 400 - PRELIMINARY DESIGN: Prepare progressive preliminary design architectural and engineering drawings to develop and portray the Project scope of work requirements based upon the Department of Management and Budget, Facilities Administration, Design and Construction Division's approved and attached Appendix 1 - Project/Program Statement scope of work requirements. The proposed preliminary design drawings shall be in the format presented in the current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies," as published by the Department of Management and Budget, Facilities Administration, Design and Construction Division. The proposed preliminary design, together with an outline draft specification, shall be of such completeness and detail to establish and define the size, function, arrangements, spaces, location and operations or use of equipment and materials comprising the principal design details of structures and systems. The proposed preliminary design architectural and engineering drawings and specifications shall clearly depict the Professional firm's proposed design intent of the systems, materials, equipment, utilities, site improvements, and other elements of the Project scope of work requirements through single-line diagrams, system layout drawings and developed plans and details. Present and submit the proposed preliminary design documents to the Project Team at each required 50 percent and 90 percent completion review interval and incorporate design review comments as directed by the Department. Revise proposed preliminary design documents, as necessary, to incorporate all requested design review comments required for Department written acceptance of the proposed Project preliminary design documents. Provide one (1) acceptable preliminary design presentation to the Project Team for this Phase. Any additional preliminary design presentations requested by the Department will be considered extra professional services and the additional preliminary design costs will be paid to the Professional firm by the Department with a Contract Change Order.

Prepare in bar chart format a proposed Project construction schedule and an itemized construction costs estimate statement of the Project based upon factors prevailing or predictable for the proposed construction bidding period. Written acceptance thereof by the Department establishes the authorized Budget for the Project. The Professional shall apply the means and methods necessary to achieve the Project proposed design within the authorized Budget for the Project.

PHASE 500 - FINAL DESIGN/BIDDING DOCUMENTS: Prepare proposed final design architectural and engineering Contract Bidding Documents which shall revise, refine, amplify and depict, in detail, the Project as described and required by the attached Appendix 1 - Project/Program Statement scope of work requirements and any approved proposed preliminary design. Bidding Documents shall be prepared in the Phases/Bid packages appropriate to the Project scope of work requirements, and funding. Present and submit the proposed final design Contract Bidding Documents to the Project Team at each required 50 percent and 90 percent completion review interval and incorporate review comments as directed by the Department. Submit proposed final design documents first to the State/Client Agency for their design review of the Project programmatic design conformance adequacy. Submit proposed final design Bidding Documents to the Project Team for their review and revise final design Bidding Documents, as necessary, to incorporate all requested design review comments required for Department written acceptance of the proposed final design Bidding Documents. Provide one (1) acceptable final design presentation to the Project Team for this Phase. Any additional final design presentations requested by the Department will be considered extra professional services and the additional final design costs will be paid to the Professional firm by the Department with a Contract Change Order.

SPECIFICATIONS: Prepare proposed final design specifications in such format and approved Phasing as appropriate to the Project scope of work requirements as required from the Phase 400 – Preliminary Design. Include an index schedule of all required submittals, as well as all other schedules necessary to clearly and completely supplement the definition of the Project scope of work requirements provided by the specifications for Divisions 00 through 49. Specifications shall be coordinated with the Professional firm's final design architectural and engineering drawings and shall be prepared in the 2004 MasterFormat Outline by the Construction Specifications Institute (C.S.I.) (See Appendix 4). The Project final design specifications shall clearly define the Project design and construction requirements indicating the type and quality of materials, finishes, products, and workmanship.

Sustainable Design shall be used wherever possible by the Professional in their Project design and an itemized list shall be provided with the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications requirements that identifies the materials, finishes, processes and products. Sustainable Design is defined in this Contract as the Professional firm's use of Project design resources with no negative impact to the natural ecosystems and when possible, achieving a net enhancement of the Project scope of work requirements.

Performance specifications shall be used when feasible. If performance specifications are not feasible, the Professional shall name at least three (3) acceptable materials, products or systems and the specifications shall contain an "or equal" clause. Whenever possible, recycled materials and/or products produced in the State of Michigan shall be named and given first preference. Proprietary specifications, or allowances, may be permitted, with the Department's acceptance and written approval, but only for special, unavoidable conditions. Provide Project specifications when requested by the Department, for purchasing or construction bidding items necessary to be prepurchased through existing State Contracts or direct Bid materials or equipment.

CONSTRUCTION CODES AND PERMITS: The Professional firm's final design Contract Documents shall comply with the State of Michigan Construction Code, 1972 PA 230, as amended, the State of Michigan Energy Code, the Americans With Disabilities Act (ADA) Accessibility Guide requirements, the State of Michigan Barrier-Free Access Code requirements, and all Project related construction code requirements in effect at the time of award of this Contract. The Professional shall advise and assist the Department with decisions on the Americans With Disabilities Act accessibility compliance. Assist the Department in obtaining approval of the Project and its design by appropriate governmental regulating and/or code enforcement authorities. Except as otherwise provided for in this Contract, architectural and engineering design code compliance and plan review approval(s) shall be performed by the Department of State Police, Fire Marshal Division, and the Department of Labor and Economic Growth, Bureau of Construction Codes and Fire Safety and the design code compliance and plan review approval fees shall be paid by the Department and are not the responsibility of the Professional. Any Project design code compliance and plan review approval fees paid by the Professional firm on the behalf of the Department will be compensated by the Department to the Professional firm as an authorized reimbursable expense item (See Appendix 4) of this Contract. Present and submit all modeling, testing, design data, and appropriate architectural and engineering plans/drawings and applications for all permits, tests, and approvals, which the Department is required to secure as a prerequisite authorization for the Project's approval (See attached Appendix 4, Authorized Reimbursable Tests and \$ Expenses). Soil Erosion and Sedimentation Control plans/drawings will be submitted to the Department of Management and Budget, Facilities Administration, Soil Erosion and Sedimentation Control Program as the enforcing authority for this Project, no later than at the final design, 90 percent completion submittal stage. Provide energy efficient design features and summary calculations to demonstrate applicable Project compliance with the State of Michigan Energy Code requirements. Submit documents for review in a timely manner allowing appropriate time for review/permitting processes by respective authorities, such that the Project schedule is not unnecessarily delayed. Assist the State/Client Agency to secure any appropriate construction code waivers. Incorporate all required Contract Modifications into the Contract Bidding Documents. Follow through to ensure issuance of the construction codes and permits approvals. Secure all required design approvals before submitting the final design documents to the Project Team for the final design document review. Any approval secured under this Phase does not relieve the Professional from complying with the construction field Inspections review/enforcement requirements.

CONSTRUCTION/ON-SITE TESTING PROGRAM: The Professional shall retain a site survey Consultant and a site geotechnical testing Consultant and coordinate their services to produce the necessary research data to prepare an executed Project design and to identify site specific abnormal construction conditions. Coordinate site specific geotechnical testing program of areas, consistent with the Project design and siting requirements. Identify and confirm the Project site underground conditions sufficiently to accurately specify the Project construction contractual requirements. Establish at the 50 percent completion interval the required construction Phase quality control and material testing program. Define and specify the types of Project construction tests required and the approximate quantities to be tested and the projected cost thereof. Prepare quality control and material testing program Bidding Documents for the construction Phase quality control and material testing services. The Department will retain an independent professional quality control and material testing firm for the construction Phase testing services at the 50 percent completion review. Construction Phase testing services shall be estimated and identified as an authorized reimbursable expense item (See Appendix 4) in this Contract.

DRAFTING: Prepare complete final design architectural and engineering drawings for Bidding Documents as directly related to the Project scope of work requirements approved from the Phase 400 – Preliminary Design, on 24-inch by 36-inch or 30-inch by 42-inch mylar sheets, (or sheet size approved in writing by the Department) utilizing applicable State of Michigan standards as defined in the Department of Management and Budget, Facilities Administration, Design and Construction Division’s current “Major Project Design Manual for Professional Services Contractors and State/Client Agencies.” The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency or any other Project related source. Where the Professional firm’s computerized drafting system is used, and is compatible with the Department’s Auto CAD computer drafting system, the Project Bidding Documents derived from the final design drawings and computer software system shall be made available and converted, when requested by the Department in writing, to the Department’s Auto CAD computer drafting system. When requested by the Department in the scope of work for this Project, the Professional shall provide the computer/electronic data files for the final design Contract drawings of the Project for use by the Department. The software name and release number used to produce the proposed final design Contract drawings will be clearly identified on the computer tape or computer compact disk (CD). The sealed hard copy of the mylar architectural and engineering final design Contract drawings furnished by the Professional will be the controlling Contract Documents for this Project.

CHECKING CONTRACT DOCUMENTS: Check and coordinate all proposed final design Contract Documents for completeness and accuracy. Prepare final design Contract Documents that will protect the Department from unexpected cost increases after award of the Construction Contract to a qualified construction Bidder, Project delays or claim settlements for reason of defective rendering of the Professional firm’s architectural and engineering drawings or specifications or for any delinquency by the Professional for performance of the professional design services under this Contract. Check the adequacy of all spaces and clearances. Cross-check and coordinate the requirements of all proposed final design drawings between the architectural and engineering design disciplines for completeness, accuracy, and consistency. Similarly, cross-check and coordinate all proposed final design drawings against the Project specifications. Mark each drawing with the name of the checker and with the written signature approval of the appropriate Professional “Key Principal Personnel/Employee.”

The proposed final design Contract Bidding Documents shall depict a complete constructable Project. These documents shall incorporate and comply with all current, applicable federal, State, and local regulations, ordinances, construction codes and statutes, and must have prior reviews by appropriate federal, State or any local authorities having jurisdiction before presentation to the Department for acceptance. Where design approvals are required, the Professional shall acquire and provide them. The final design Contract Documents shall be without ambiguity and must be so complete that no significant design decision is left to the discretion of any qualified construction Bidder, manufacturer, or supplier. The final design Contract Bidding Documents will not define, quantify, or in any other way represent any work as being assignable to, or to be performed by, any Consultant or subconsultant, except for fire suppression systems.

The final design Contract Documents shall consist of the Bidding Documents and all Addendums and attachments as may be necessary to comprise a Construction Contract for the Project scope of work requirements. Bidding Documents shall consist of, but are not limited to, the final design drawings and specifications, special, general and supplemental conditions of the Construction Contract, and Contract Modifications, if any, and standard document proposal and agreement forms provided by the Department.

DESIGN AND CONSTRUCTION BUDGET: The Professional shall be responsible for all costs incurred by it, necessitated by for rebidding a Project if it is over Budget due to their design. Submit in writing the itemized estimate of the Project construction costs with each final design review. Include all construction Bid packaging and Phasing. Confirm, in writing, the estimated operating utility cost of the Project. Determine the amount and adequacy of any construction contingency. Upon submittal of the 90 percent complete final design Bidding Documents, confirm, in writing to the Department, that in accordance with the Contract scope of work, an accurate itemized estimate of the construction cost is formulated and the total Project construction cost is predicted to be within the Project Budget.

Notify the Department, in writing, if it becomes evident, during the final design duration of this Project, that the Project cannot be constructed within the Professional's estimated construction Budget. Unless the Department determines the problem to be outside the control or responsibility of the Professional, the Professional shall to the extent required to bring the actual Project construction Budget cost back to the Professional firm's original estimated construction Budget cost, revise their final design drawings and specifications to produce a complete design for the Project, and will otherwise be responsible for any costs incurred by the Department in rebidding the Project.

Assist the Department to rebid the Project in accordance with the following construction bidding/contracting procedures.

CONSTRUCTION BIDDING AND CONTRACTING PROCEDURES: Assist the Department in the construction bidding and contracting process. Advertisement and award of this Construction Contract will be by the State of Michigan. Provide the Department with a list of recommended qualified construction Bidders' appropriate to the Project scope of work requirements. Recommend the appropriate construction bidding and/or contracting method to the Department. Prepare and distribute Bidding Documents and instructions as required to accommodate predetermined construction Bid packages and/or Phases. Maintain a qualified construction Bidders' list. Conduct prebid meetings. Issue preconstruction Addenda to all qualified construction Bidders as required. Include in each Addendum complete specifications for the Project scope of work requirements, if such specifications are not part of the final design Bidding Documents. Exert every practical means to obtain several, qualified construction Bidders for every Construction Contract. The Professional shall be compensated by the Department with a Contract Change Order for providing the professional services necessary to rebid the Project for reason of defaulted or disqualified construction Bidder(s) or unacceptable price range as required by the Project Budget. The Professional firm's construction bidding and contracting services for this Phase are not complete until: (1) The lowest responsive, responsible qualified construction Bidder's Bid has been selected and accepted by the Department; and (2) The lowest responsive, responsible qualified construction Bidder's Construction Contract has been executed.

Collect and Manage Bid Security Deposits: Administer receipt and return of Bid Security deposits. Within fifteen (15) business days of the award of the Construction Contract submit, to the Department, a full accounting of all associated Bid Security deposits, and turn over, to the Department, all defaulted Bid Security deposits. All Bid Security deposit checks will be payable to the "State of Michigan." Any returned or undistributed Bidding Documents shall be distributed as the Department may direct.

Construction Bid Evaluation and Recommendation of Construction Contract Awards: Review and evaluate the Department's submitted competitive construction Bids for the Project. Based on the Professional firm's review of the competitive construction Bids and the qualified construction Bidders, provide the Department with a written recommendation for the apparent lowest responsive, responsible qualified construction Bidder for the Project Construction Contract award(s) within five (5) business days of the date of the Department's construction Bid opening. Exempt from recommendation any firm that in the Professional firm's opinion is unqualified for the Project (documentation required) or that the Professional has a business association with on this Project, and any firm, that the Professional has used in preparation of the final design Contract Documents/architectural and engineering drawings and specifications or for any estimating work related to the Project scope of work requirements. The Professional shall conduct precontract meetings with responsive, responsible qualified construction Bidder(s) to review the following items: (1) The design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications; and (2) To advise and assist the Construction Contractor(s) in understanding the requirements of the Department of Management and Budget, Facilities Administration, Design and Construction Division's standard form of Construction Contract Documents, Project scope of work, and its Construction Contract award procedures. (See attached Appendix 5, The Professional Firm's MICHSPEC (Long Form) Documents Assistance Procedures for the Construction Contractor During the Project Construction Bidding, Bid Evaluation, and Recommendation of the Construction Contract Award).

Unless otherwise designated in the Department's, Notice of Intent to Award letter to the recommended Construction Contractor, within fifteen (15) calendar days from the date the Notice of Intent to Award letter was mailed to the Construction Contractor, the Construction Contractor recommended for the award of the Construction Contract shall (a) Fill out and execute, the Department of Management and Budget, Facilities Administration, Design and Construction Division's, MICHSPEC 2001 Edition of the Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" standard form documents Section 00500, Contract Agreement and the Section 00800, Supplementary Conditions, in triplicate; (b) Execute Section 00610, Performance Bond, and the Section 00620, Payment Bond (and attach to each bond a separate, certified copy of Power of Attorney); and (c) Return to the Department, the Construction Contractor's executed Section 00500, Contract Agreement, Section 00610, Performance Bond, and Section 00620, Payment Bond forms, evidence of original Certificates of Insurance and any other legal documents required for submittal by the Department's, Notice of Intent to Award letter (See attached Appendix 5 text).

The Professional shall provide all required professional services and timely professional and administrative initiatives as the circumstances of the Project construction Phase scope of work may require in order to allow the design intent requirements of the Professional firm's final design Contract Documents to be successfully implemented into a completed Project through the Construction Contractors completion of the Construction Contract work. In addition to the requirements herein, the professional services shall include, but are not limited to, those set forth in the Department of Management and Budget, Facilities Administration, Design and Construction Division, "MICHSPEC 2001 Edition of The Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" or the current Department of Management and Budget, Facilities Administration, Design and Construction Division, "DMB Short Form 401 – Proposal and Contract/Front-End Package for Small Projects for Professional Services Contractors (PSC) with General Conditions for Construction and Instructions to Bidders" as adopted and modified by the State of Michigan and incorporated into the Construction Contract, plus such other Department standard document forms general conditions as may be part of the Construction Contract. If the Professional intends to use any additional general condition requirements for this Project other than the Department's they must be accepted and approved by the Department in writing.

PHASE 600/700 - CONSTRUCTION ADMINISTRATION/OFFICE AND FIELD INSPECTION SERVICES: The Department may provide full or part-time on-site Field Representatives to monitor the coordination and progress of the Project scope of work services of the Professional and the Construction Contractor(s). Such Inspections may generate reports, minutes of meetings, notes and documents, which will be available to, and may be useful for, the Professional. These Department Field Representatives will be under the direction of the Project Director. The Project Director, or their Field Representative, has the authority to require the Professional to respond to and resolve construction on-site problems and to attend Project related meetings. Unless delegated by specific written notice from the Department, the Field Representative does not have any authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time.

During the construction Phase of this Project, the "DMB-460, Project Procedures" documents package shall be used by the Professional in the administration of this Contract and contains the following Department of Management and Budget, Facilities Administration standard document forms: (1) DMB-413, General Release – Visitors; (2) DMB-426, Builder's Risk Claim; (3) DMB-434, Certification of Off-Site Material Storage; (4) DMB-437, Guarantee and Indebtedness Statement; (5) DMB-440, Payment Request; (6) DMB-441, Meeting Attendance Record; (7) DMB-445, Certificate of Substantial Completion; (8) DMB-452, Professional firm's Inspection Record; (9) DMB-485, Bulletin Authorization No.; (10) Instructions for Schedule of Value; (11) DMB-487, Material Stored on Project/Job Site; and (12) DMB-489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders.

The Professional shall be required to obtain from the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director, the on-site Inspection record standard document form titled "DMB-452, the Professional firm's Inspection Record" for all on-site Inspection visits to the Project site. This standard document form is a part of the "DMB-460, Project Procedures" documents package. The Professional firm's Inspection Record standard document form shall be completed and signed by the Professional and compiled monthly with the original document sent to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director and a copy sent to the Construction Contractor. The on-site Inspection record standard document form shall be completed and accompany the Professional firm's monthly submitted payment request.

Monitor the quality and progress of the Project construction Phase work and conduct and record progress meetings. Maintain all necessary Project records, provide on-site visitation reports, and provide all administrative office action as may be necessary to inform the Construction Contractor(s), in writing, with respect to their compliance with the design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications requirements.

In observed cases which may involve danger to human life, immediate safety hazards to personnel, existing or impending damage to the Project, to State/Client Agency property or to other property; as may be impacted by the Project, the Professional shall inform the Construction Contractor(s) of the situation and their observations. The Professional shall immediately record and report such situations to the Department and certify any accrued Project costs in writing.

The Professional shall have access to the Construction Contractor(s) work at all times.

The Professional shall provide all required construction Phase administration services and timely professional and administrative initiatives as the circumstances of the Project construction Phase scope of work requirements may require in order to allow the design intent requirements of the Professional firm's final design Contract Documents to be successfully implemented into a completed Project through the Construction Contractors completion of the Construction Contract work. Project services shall include, but not be limited to shop drawing approvals, Bulletins, recommendations for Contract Change Orders, payment request evaluation, Construction Inspection Services, Substantial Completion review, Punch List preparation, Project close-out documentation, and submittal of as-built documents.

PAYMENT PROCEDURES: Monitor, evaluate, and provide timely administrative action, as necessary, to certify or reject, as appropriate, and process the Construction Contractor's schedule of costs and monthly submitted payment requests. Payment of the construction Phase professional fee, by the State of Michigan to the Construction Contractor, shall be based on the Construction Contractor's performance of authorized Contract professional service(s) expenses performed prior to the date of each monthly submitted payment request. Payment requests shall be submitted monthly to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director as the Project progresses on a Department payment request form (DMB-440). Payment to the Construction Contractor by the Department for each monthly submitted payment request invoice shall be made to the Construction Contractor within thirty (30) consecutive calendar days following the Department's receipt and approval of an approved payment request invoice from the Professional. Certification or rejection of all submitted payment requests will be made by the Professional, in writing, within ten (10) business days of receipt in the Professional firm's office. The Professional shall certify to the Department, in writing, the dollar (\$) amount the Professional determines to be due to the Construction Contractor for their monthly payment request or the Professional shall return the payment request to the Construction Contractor indicating the specific reasons in writing for rejecting the Construction Contractor's monthly payment request certification. If a monthly payment request is returned to the Construction Contractor, the Construction Contractor shall make the necessary corrections and resubmit that payment request to the Professional.

Issue an appropriate certificate for payment only pursuant to a correctly prepared and accurate payment request and only for acceptable Project work. Payment certification shall constitute a written representation by the Professional, to the Department, that based on their construction Phase 600/700 on-site field Inspections, and the Professional firm's evaluations of field reports, test results, and other appropriate and available factors, the quantity and quality of Project work for which the payment request is certified has been accomplished by the Construction Contractor in accordance with the design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications requirements and that the payment request is consistent with the quantity and quality of acceptable Project work in place, and that the acceptable materials are properly stored on-site or off-site.

No payment request certificate shall be submitted that requests payment for disputed Project work or any Project work showing deficient test results. No payment request certificate may be submitted after the Construction Contract completion date which does not provide for withholding of assessable and/or projected liquidated damages. Pursuant to the Department's notification, the Professional firm's certification shall reduce from the amount earned, two (2) times the amount of any current prevailing wage rate payment deficiency, as certified by the Department of Labor and Economic Growth, Wage and Hour Division against the Construction Contractor or any subcontractor or supplier thereof. Payment request rejections shall be accompanied with a written explanation and a copy shall be submitted to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director.

AS-BUILT DOCUMENTS: Incorporate and render the Construction Contractor's as-built architectural and engineering drawings within ninety (90) consecutive calendar days after receipt of the properly prepared and submitted Construction Contractor documents into the Professional firm's original architectural and engineering Contract Documents/drawings and specifications. The Professional shall provide the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director with the following two (2) types of Contract deliverable as-built original documents for Project close-out: (1) One (1) set of legible/reproducible mylars completed updated, as-built original tracings of the Contract Documents/architectural and engineering drawings; and (2) Two (2) sets of completely updated as-built, close-out documents of the Project Contract Documents/architectural and engineering drawings on compact disks (CD's) in an Auto CAD format that is "Auto CAD readable" and conforms to the American Institute of Architects (AIA) National CAD Standard format. The as-built documents shall depict all construction modifications, additions, and deletions made either by Addendum, Bulletin, supplemental written instructions, and the written notations shown on the Construction Contractor's as-built drawings. The Professional firm's as-built architectural and engineering drawings shall be of such clarity, detail, and completeness that reference to other documents will not be required to describe or depict, the Project. The above referenced as-built documents shall be free of the Professional firm's original architectural and engineering final design errors and omissions. The Professional shall revise the final design as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final on-site Inspection. The Professional firm's services for the Phase 600/700, As-Built Documents are not complete until: (1) The as-built architectural and engineering drawings have been verified, in writing, by the Professional to the Project Director as being accurate and complete; and (2) The as-built architectural and engineering drawings have been turned over and accepted by the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director in writing.

CLOSE-OUT PROCEDURES: Maintain for the Project record a schedule of the Construction Contractor's required submittals for Project close-out. Review and approve or reject all submittals as appropriate. Within ninety (90) consecutive calendar days after Substantial Completion of the Project, after building or Project occupancy, verify to the Department's, Project Director in writing, that the following documents have been received: (1.) All Project code compliance approvals; (2.) Final Inspections; (3.) Final occupancy permits; (4.) Construction Contractor's as-built final design marked-up architectural and engineering drawings; (5.) Copies of "Operation and Maintenance Manuals" of the Project systems; and (6.) Equipment warranties and guarantees.

Provide to the Department's, Project Director, within ninety (90) consecutive calendar days after Substantial Completion of the Project, three (3) copies of "Operation and Maintenance Manuals" of the Project systems and equipment. These close-out manuals shall include copies of reduced size, as-built architectural and engineering drawings, specifications, and all instructions published or furnished by respective manufacturers, construction code compliance certificates, equipment warranties and guarantees. The manuals shall also include a complete description of the Professional firm's final design intent concepts, operation, and required maintenance of each system. Participate in the Construction Contractor's start-up and in the training instruction of State/Client Agency personnel in the operation and use of the Project systems.

Advise and assist the Department in taking all practical steps to address and complete the Project in the event of performance delays or defaults by the Construction Contractor(s).

The Professional shall provide sufficient on-site/field Inspections of the Project scope of work to administer the construction Phase field services and its related construction Phase 600/700 administration office services, as directly related to the degree of Project complexity and scope of work requirements, up to and including full-time on-site field Inspections. The construction on-site field Inspections shall occur as the construction on-site field conditions and the Project scope of work requirements may require and during the regularly scheduled monthly progress and payment meetings. The Professional shall use for their construction on-site field Inspection services, only personnel having such professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The Professional agrees that such characteristics are essential for the successful completion of the Project scope of work. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

The Professional shall review the Project construction work in place and that sequentially planned. The Professional shall determine whether the actual Project construction schedule progress appears to be in accordance with the approved Project construction schedule and whether the quality of the Project work appears to be in accordance with the design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications requirements and are without apparent defects or deficiencies. No on-site advertising by, or of, the Professional or Project signs other than those appropriate to locate an approved field office will be permitted.

COORDINATION: Coordinate the Professional firm's staff, Consultant firm's staff, Construction Contractor(s) and all other Project related resources.

PRECONSTRUCTION MEETING: Preside at and record preconstruction/organizational meetings for each Construction Contract.

CONSTRUCTION INSPECTIONS SERVICES: The Professional and their Consultants shall conduct, and record the principal events and status of the work of all scheduled, and other on-site Project activities. The construction field Inspections shall occur as the field conditions and the Project scope of work requirements may require and during the regularly scheduled monthly progress and payment meetings. All construction progress Inspections shall be recorded in the form of a written report to the Department and the Construction Contractor within five (5) business days of the Project construction progress Inspection. The purpose of such on-site Inspection/visitations includes, but is not limited to: (1) Achieve and maintain a working familiarity with the status, quantity, and quality of the Project construction work in place; (2) Determine if the actual Project construction schedule progress is in accordance with the approved Project construction schedule; (3) Review the installation and determine the acceptability of preparations for, and installation of, pending critical construction components and activities; and (4) The Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify, in writing, to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director that the quantity and quality of all Project construction work is in accordance with the design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications requirements.

PROBLEM SOLVING MEETINGS: Conduct and record problem solving meetings between the Professional and the Professional firm's Consultants, the Construction Contractor(s), their subcontractors, the Department, Project Director, the Field Representative, any construction managers and other affected parties on-site or elsewhere to assess the construction work progress, and provide design interpretation decisions to resolve problems affecting the construction work. These problem solving meetings shall be scheduled as the construction field conditions and the Project scope of work requirements may require, and/or shall be at such time as the Construction Contractor(s), the Professional, the Department, Project Director, and any construction manager agree is appropriate to the Project construction work progress. Non-scheduled or emergency meetings shall be held at such time as necessary to maintain schedule of various work items and to avoid delays in the Construction Contract completion date.

PROGRESS MEETINGS: Conduct and record monthly scheduled Project construction progress meetings with the Department, Project Director, the Field Representative, the State/Client Agency, the Construction Contractor(s), and any construction manager. Assess Project construction work progress and provide timely, administrative actions as necessary to maintain the Project construction on schedule and respond to and resolve all design related and construction items affecting the Project construction cost and be in compliance with the design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications requirements.

FINAL PROJECT INSPECTION: Conduct final construction field Inspections of the Project, in concert with the Construction Contractor(s), the Department, Project Director, the Field Representative, the State/Client Agency and any construction manager. Final Project field Inspections shall be conducted to witness and record equipment start-up and all testing, to verify, in writing, that each Construction Contractor has achieved Substantial Completion, to prepare Punch List(s) items, and to determine the status of any part of the work where the Department intends to take beneficial use or occupancy. Verify to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director, in writing, the completeness and accuracy of the Construction Contractor's as-built drawings during the Project construction Phase field Inspection(s) and identify any corrections required. The Professional shall revise the final as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the final Project Inspection. Determine to the extent possible that the Project has been constructed in accordance with the design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications requirements and that all equipment and systems function without defects.

ARTICLE 2 COMPENSATION

The lump sum monetary compensation fee under this Contract shall include the Professional firm providing without exception, every professional architectural and engineering design discipline, Consultant expertise, and all direct and indirect costs (this includes all Project related travel expenses) necessary to meet and complete the Project scope of work as described in the attached Appendix 1 – Project/Program Statement requirements. In consideration of the performance of this Contract, the State of Michigan agrees to pay the Professional firm, as monetary compensation fee for the professional services required for the performance and completion of the Project scope of work, a total lump sum fee of _____ dollars (\$_____). The Professional firm acknowledges having a clear understanding of the requested Project scope of work requirements and of the professional architectural and engineering study, design and construction administration services required by the Department to provide it, and further agrees that the terms of this Contract provide adequate professional monetary compensation fee(s) to provide the requested Project scope of work requirements. No increase in the total lump sum monetary fee to the Professional firm will be allowed unless there is a material change made to the Project scope of work requirements as described in the attached Appendix 1 - Project/Program Statement scope of work requirements and the change in scope to the Project/Program Statement scope of work requirements is accepted and approved, in writing, by the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director and the Professional.

Compensation for the Project scope of work services shall be a lump sum monetary fee for professional services rendered by salaried and non-salaried Professional, technical and technical support employees performing a direct service for the Project, except for any authorized reimbursable expenses provided for in this Contract as identified in Appendix No. 4. Total compensation for any Phase shall not exceed the amount authorized for that Phase as identified in Article 2. Compensation for professional services and authorized reimbursables shall not exceed the amount authorized in the Contract Order or the Contract Change Order signed and issued by the Department to the Professional. Professional services shall not be performed and no Project monetary expenses shall be incurred by the Professional firm prior to the issuance of a written and signed Professional Services Contract and DMB Form 402 - Contract Order by the Department to the Professional, authorizing the Professional firm to start the Project work on-site. Compensation for Department directed changes to the Project or modifications to the Project scope of work requirements will be provided to the Professional firm by a Contract Modification and/or Contract Change Order signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from increases in the Project scope of work requirements or previously unknown on-site field conditions will be compensated to the Professional firm, as approved by the Project Director, on a lump sum monetary fee basis in accordance with this article. This monetary compensation shall not exceed seven and one-half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually

agreed upon by the Professional firm and the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director.

The Project design and construction Phase services of this Contract shall include all Project related travel expenses, any contingent services required for subsequent issuing and processing of Bulletins arising from, but not limited to the Professional firm's final design Contract Documents/architectural and engineering study/design errors or omissions, study/design interpretations, study/design clarifications, Project construction code compliance (precipitating either from design code compliance and plan review or construction on-site/field Inspections), modification of existing structures or systems necessary to achieve the design intent of the Department's attached Appendix 1 - Project/Program Statement scope of work requirements.

The Project design and construction Phase services of this Contract shall also include either by cumulative allowance or by specific task, the furnishings of all Project data and professional services necessary to legally implement the Project scope of work requirements. This includes but may not be limited to, Project design code compliance and construction code reviews and/or study/design interpretations, study/design clarifications, Project meetings, presentations, hearings, utility allocations requests, and/or connections, easements, or permits. All other monetary costs, such as indirect labor, computer services, telephone related services, miscellaneous reproduction, etc., shall be included in the Professional firm's lump sum fee of this Contract.

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

- 2.1 PREMIUM TIME/OVERTIME: This Contract anticipates that no premium or overtime is required to achieve the Project scope of work. No monetary compensation will be allowed to the Professional for any premium or overtime cost incurred to achieve the Project scope of work schedule of this Contract.
- 2.2 REIMBURSABLE CONSULTANT SERVICES: The services of all the Professional firm's Consultants shall be treated as a basic service of this Contract unless identified in Section 2.4 REIMBURSABLE ALLOWANCE.
- 2.3 REIMBURSEMENT FOR CONSTRUCTION ON-SITE INSPECTION SERVICES: Construction On-Site Inspection Services are included in the lump sum fee of this Contract.
- 2.4 REIMBURSABLE ALLOWANCE: Reimbursement of authorized expense items at a direct cost times a 1.0 multiplier is intended only as a means to compensate the Professional for their direct costs. The Professional shall be responsible for: (1) The selection of the supplier of their professional services or materials; (2) The coordination, adequacy and application of their professional services, whether provided by the Professional firm's staff or provided by their Consultant; and (3) Any Project costs that exceed the Contract reimbursable Budget.

Reproduction costs for the Professional firm's Contract Documents/architectural and engineering final design interpretations, study/design clarifications and Bulletins necessary to achieve the Contract scope of work requirements is not allowable for reimbursement and shall be accounted as part of the Professional firm's lump sum fee of this Contract.

Unless authorized elsewhere in this Contract, reimbursements times a 1.0 multiplier expense items shall be limited to: Printing and reproduction of the Phase 500 – Final Design/Contract Bidding Documents/architectural and engineering drawings and specifications and the United States (U.S.) Mail regular shipping postage and handling of final design Contract Bidding Documents, printing and reproduction of the Phase 100 - Study Final Report, Design Code Compliance and Plan Review Approval Fees by the Department of State Police, Fire Marshal Division and the Department of Labor and Economic Growth, Bureau of Construction Codes and Fire Safety, documents for legislative presentation, artistic productions, mobilization of testing equipment, laboratory costs for testing samples, per-linear-foot cost of soil borings and specialized Inspections of the structural, mechanical, electrical, chemical or other essential components of the Project scope of work requirements. Where reproduction of the Phase 500 – Final Design/Contract Bidding Documents is by the Professional, reimbursement shall be limited to the direct cost of materials only. In addition, the authorized reimbursement includes the number of final design/Contract Bidding Documents and Addendums that are required to supply all prospective qualified construction Bidders.

The Professional firm's lump sum monetary fee and authorized reimbursables for the professional services itemized and shown below is based on the attached Appendix 1 - Project/Program Statement scope of work requirements. Adjustments in the Project scope of work services, if required, may only be made by a Department approved Contract Change Order. No increase in lump sum monetary fee to the Professional firm will be allowed unless there is a material change made to the Project scope of work requirements as described in the attached Appendix 1 - Project/Program Statement scope of work requirements and the change in scope to the Project/Program Statement scope of work requirements is accepted and approved in writing, by the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director and the Professional.

The Professional firm's lump sum monetary compensation fee for professional services described in Article 1 shall not exceed the following amounts per Project Phase unless authorized by a Contract Change Order signed by the Department and the Professional.

<u>PROJECT PHASE</u>	<u>SUBTOTAL AMOUNTS</u>	<u>MULTIPLIER</u>	<u>TOTAL COMPENSATION</u>
100 Study			
Professional Lump Sum Fee	\$	1.0	\$
Authorized Reimbursements*		1.0	_____
			\$
400 Preliminary Design			
Professional Lump Sum Fee	\$	1.0	\$
Authorized Reimbursements		1.0	_____
			\$
500 Final Design/Bidding Documents			
Professional Lump Sum Fee	\$	1.0	\$
Authorized Reimbursements*		1.0	_____
			\$
600/700 Construction Administration/Office and Field Inspection Services			
Professional Lump Sum Fee	\$	1.0	\$
Authorized Reimbursements		1.0	_____
			\$
TOTAL LUMP SUM CONTRACT AMOUNT			\$_____

*See attached Appendix 4 for an itemized list per Project Phase of authorized reimbursable tests and \$ expenses. Specifications will be prepared for Divisions 00 through 49, in the 2004 MasterFormat Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the defined Project scope of work requirements (See Appendix 4).

*Printing and Reproduction of the Phase 100 - Study Final Reports and/or the Phase 500 - Final Design Contract Bidding Documents, Drawings and Specifications = \$_____.

ARTICLE 3 PAYMENTS

Payment of the professional services lump sum monetary compensation fee, by the State of Michigan to the Professional, shall be based on the Professional firm's performance of authorized Contract professional service(s) expenses performed prior to the date of each monthly submitted payment request. Payment request applications shall be submitted monthly to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director as the Project progresses on a Department payment request form (DMB-440). Payment to the Professional by the Department for each monthly submitted payment request invoice shall be made to the Professional within thirty (30) consecutive calendar days following the Department's receipt and approval of an approved payment request invoice from the Professional. Payment requests to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director shall include signed certification by the Professional for the actual percentage of Project work completed as of the date of invoicing. The Professional firm's payment request applications shall summarize the amounts authorized, earned, previously paid and currently due for each Project Phase. Each of the Professional firm's Consultant's submitted payment request applications shall include similar information. Payment request applications to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director for authorized reimbursable expense items shall be supported by itemized Project work records documentation including, but not limited to:

- a.) Receipts for authorized reimbursable expense items.
- b.) Hours worked: Authorized reimbursable expense items provided.
- c.) Copies of itemized invoices from each of the Professional firm's Consultant's documenting that firm's professional service charge and Project related service.
- d.) Copy of certified on-site visitation log or on-site visit report showing time on-site.

Payments for each of the authorized Project Phases shall be made on the following basis:

- a.) PHASE 100 - STUDY: Monthly, as the Project progresses and Department acceptance of the Professional firm's architectural and engineering Project Final Study Report.
- b.) PHASE 400 - PRELIMINARY DESIGN: Monthly, as the Project progresses and Department acceptance of the Professional firm's architectural and engineering preliminary design documents, including Project Budget/Cost information.
- c.) PHASE 500 - FINAL DESIGN/BIDDING DOCUMENTS: Monthly, as the Project progresses and Department acceptance of the Professional firm's architectural and engineering final design Contract Documents when the Project is ready for construction bidding.
- d.) PHASE 600/700 - CONSTRUCTION ADMINISTRATION/OFFICE AND FIELD INSPECTION SERVICES: Monthly, while the Project is under construction (ie. a 2 month Project - 2 payments; a 3 month Project - 3 payments). The Department reserves the right to withhold the value of the Professional firm's effort associated with assembling and verifying that the Project close-out documents are complete and accurate.
- e.) REIMBURSABLE ALLOWANCES: Monthly, as the Project progresses based on the attached Appendix 4 authorized and documented reimbursable expense items.

ARTICLE 4 ACCOUNTING

Authorization for the Professional firm to begin to incur monetary compensation fee costs for the Project professional services shall be made by the Department with a Department signed Professional Services Contract and a Department approved and signed DMB Form 402 - Contract Order, authorizing the Professional firm to start the Project work on-site. This Contract Order may authorize funds for all professional service Project Phases or authorizations may be made for sequential Phases according to the Project needs. It shall be the Professional firm's responsibility to carefully monitor their Project monetary costs and their Consultant firm's professional service costs, activities, and progress and to give timely notification of any justifiable need to increase the authorized Project Budget funds. Increases or decreases to authorized Project funds will be provided to the Professional by the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director by a revised and Department approved Contract Change Order signed by the Department and the Professional. No unauthorized Project work shall be performed by the Professional.

The Professional shall keep current and accurate records of Project monetary costs and expenses to support the Professional firm's monthly application for payment. Project records shall be kept on a generally recognized accounting basis. Such records shall be available to the Department for a period of three (3) years after the Department's final payment to the Professional. The State of Michigan reserves the right to conduct, or have conducted, an audit and Inspection of these Project work records at any time during the Project or following its completion.

ARTICLE 5 INSURANCE

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

- a) Workers' Compensation Insurance for claims under the Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee.

Employers' Liability Insurance, in conjunction with the Workers' Compensation Insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.

- b) Automobile Insurance required by law for claims arising from ownership, maintenance or use of a motor vehicle.

- c) General Liability Insurance for claims for damages because of bodily injury or death of any person, other than the Professional firm's employees, or damage to tangible property of others, including loss of use resulting therefrom, to the extent that such kinds of liability are not insured by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$100,000 each occurrence and \$300,000 annual aggregate and property damage limits of not less than \$100,000 each occurrence and \$300,000 annual aggregate, or combined bodily injury/property damage single limit of not less than \$300,000 each occurrence and \$500,000 annual aggregate.
- d) Professional Liability Insurance for claims for damages arising out of an error, omission or negligent act in the performance of professional services, subject to limits of liability of not less than \$100,000 each claim and an annual policy period aggregate of not less than \$100,000.
- e) Contractual Liability Insurance for claims for damages that may arise from the Professional firm's assumption of liability on behalf of the State under Article 6 concerning indemnification for errors, omissions, or negligent acts in the course of the professional service or other provision within this Contract to the extent that such kinds of contractual liability are insurable in connection with and subject to limits of liability not less than for the general liability insurance and the professional liability insurance set forth in subsections (c) and (d) above.

Original signed Certificate of Insurance documents, acceptable to the State, shall be provided and filed with the State prior to commencement of the Professional firm's Project scope of work services unless otherwise approved, in writing, by the Department. Faxes or Portable Document Format (PDF) copies of the required original Certificate of Insurance documents will not be accepted, only the original documents are acceptable. Signatures on the original Certificate of Insurance documents must be blue pen and ink and cannot be laser facsimile. The insurance company shall attach evidence that it is authorized by the Department of Labor and Economic Growth, Office of Financial and Insurance Services to do business as an insurer in the State of Michigan and must have an insurance rating of "A-" or better as listed by the A.M. Best Company unless otherwise authorized in writing, by the State of Michigan. The original Certificate of Insurance documents must specify on the certificate in the oblong rectangle space labeled "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions/Special Items" the following items: (1) The Project Index No.; (2) The Project File No.; (3) The Project Title; (4) Description of the Project Scope of Work; and (5) The State of Michigan must be named as an "Additional Insured on the General Liability Insurance Policy." The original Certificate of Insurance documents shall contain a provision that the Project insurance coverage afforded under the insurance policies for this Contract will not be modified or canceled without at least thirty (30) consecutive calendar days prior written notice to the State of Michigan, Department of Management and Budget, Facilities Administration, Design and Construction Division. To view the latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) visit the A.M. Best internet web site at <http://www.ambest.com>.

The attached Appendix 7, Original Certificates of Insurance documents required for this Project shall be in force for this Project until the final payment by the State to the Professional is made and shall be written for not less than any limits of liability specified above. The Professional has the responsibility for having their Consultant firm's comply with these insurance requirements.

Also, be advised that if a Construction Contract is required for this Project, the surety bonds required for a Construction Contract will not be accepted by the State of Michigan unless, the surety bonding company is listed in the current United States Government, Department of Treasury's, Listing of Approved Sureties (bonding/insurance companies), Department Circular 570. This Circular 570 Listing is published annually every July 1, in the Federal Register solely for the information of providing a listing of companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies required to provide surety bonds to the United States Government. Copies of the current Circular 570 Listing of approved surety bonding/insurance companies and interim changes may be obtained through the internet web site at <http://www.fms.treas.gov/c570/c570.html>.

ARTICLE 6 INDEMNIFICATION

- (a) To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Professional in the performance of this Contract and that are attributable to the negligence or tortious acts of the Professional or any of its Subcontractors/Consultants, or by anyone else for whose acts any of them may be liable.
- (b) Employee Indemnification

In any and all claims against the State of Michigan, its departments, divisions, agencies, boards, sections, commissions, officers, employees and agents, by any employee of the Professional or any of its Subcontractors/Consultants, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Professional or any of its Subcontractors/Consultants under worker's disability compensation acts, disability

benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(c) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Professional or its Subcontractors/Consultants, or the operation of such equipment, software, commodity or service, or the use of reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

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

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

ARTICLE 7 OWNERSHIP OF DOCUMENTS

All Contract Documents/architectural and engineering drawings, specifications and Project related documents prepared and furnished by the Professional shall become the property of the State upon their request, in writing, by the State or upon the prior termination of the Professional firm's services hereunder, and the Professional shall have no claim for further employment or additional compensation as a result of this action taken by the State to request full rights of ownership of these Contract Documents and materials. The Professional firm shall not use or copy the Contract Documents/architectural and engineering drawings, specifications, and any Project related documents for any purpose other than this Project. However, the Professional may retain a copy of all Project scope of work documents for their record keeping files.

ARTICLE 8 TERMINATION

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

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

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

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

8.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Professional had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, adjustment in the Contract price shall be made as provided in Section 8.1 of this article.

8.4 The rights and remedies of the State provided in this article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 9 SUCCESSORS AND ASSIGNS

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

ARTICLE 10 GOVERNING LAW

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

ARTICLE 11 NONDISCRIMINATION

In connection with the performance of the Project scope of work under this Contract and in accordance with the attached Appendix 6 – Certificate of Awardability, the Professional agrees as follows:

- a) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. The Professional will provide equal employment opportunities to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive equal employment opportunity consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.
- c) The Professional or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Professional firm's nondiscrimination commitments under this article.
- d) The Professional will comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq; and all published rules, regulations, directives and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of award of this Contract.
- e) The Professional will furnish and file nondiscrimination compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of the Professional and of each of their Consultant firm's. The Professional will permit access to all books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain nondiscrimination compliance with this Contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Article 6, 1976 PA 453, as amended.
- f) In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that the Professional has not complied with the contractual nondiscrimination obligations under this Contract, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which the State Administrative Board may order the cancellation of the Contract found to have been violated, and/or declare the Professional ineligible for future Contracts with the State and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Professional complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Professional is declared ineligible to Contract as a contracting party in future Contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing Contract is a possibility, the State shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

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

ARTICLE 12 CONTRACT CLAIMS AND DISPUTES

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

ARTICLE 13 AS-BUILT DRAWINGS

Within ninety (90) consecutive calendar days after Substantial Completion of the Project, after building or Project occupancy, the Professional shall obtain, incorporate, and render the Construction Contractor's as-built marked-up architectural and engineering drawings and specifications from the Construction Contractor depicting all construction Contract Modifications, additions, and deletions in connection with the Project scope of work for this Contract. These marked-up architectural and engineering drawings shall be transformed by the Professional into the following two (2) types of Contract deliverable as-built documents for the Department: (1) one set of legible/reproducible mylars completely updated, as-built original tracings of the final design Contract Documents/architectural and engineering drawings; and (2) Two (2) sets of completely updated as-built, close-out documents of the Project final design Contract Documents/architectural and engineering drawings on compact disks (CD's) in an Auto CAD format that is "Auto CAD readable" and conforms to the American Institute of Architects (AIA) National CAD Standard format. The as-built and record architectural and engineering drawings shall be provided to the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Project Director, as per the Article 1, Phase 600/700, As-Built Documents text.

The Professional shall provide the Department with the original final design Contract Documents/architectural and engineering as-built/mylar drawings, specifications, and computer/electronic data file record system disks depicting all construction modifications, additions and deletions in connection with the Project for final record at the completion of their contracted work. The original final design Contract Documents/architectural and engineering as-built drawings, specifications, computer/electronic data file record system disks developed by the Professional for the Project scope of work services will be returned to the Professional upon their written request.

ARTICLE 14 COMPLETE AGREEMENT: MODIFICATION

This Professional Services Contract constitutes the entire agreement as to the Project between the parties. Any Contract Modification of this Contract and the attached Appendix 1 – Project/Program Statement scope of work requirements must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the Professional for correcting, or for responding to claims or litigation for the Professional firm's final design Contract Documents/architectural and engineering design errors, omissions or neglect on the part of the Professional.

APPENDIX 1

PROJECT/PROGRAM STATEMENT

APPENDIX 2

PROJECT ORGANIZATIONAL CHART

APPENDIX 3

PROJECT STUDY, DESIGN AND PROPOSED CONSTRUCTION SCHEDULE

APPENDIX 4

AUTHORIZED REIMBURSABLE TESTS AND \$ EXPENSES

The professional services listed below are authorized by the Department of Management and Budget, Facilities Administration, Design and Construction Division for direct cost reimbursements times a 1.0 multiplier.

4.1 SUMMARY OF AUTHORIZED REIMBURSABLE EXPENSE ITEMS

(Complete for each firm)

Professional/Consultant Firm:
City, State

Multiplier: 1.0

Project Phase No.	Description of Professional Services Provided	Total \$ Amount
100*	Printing and Reproduction of Study Phase, Final Report Documents, Drawings and Specifications**	\$ _____
400*	Printing and Reproduction of Preliminary Design Phase, Final Report Documents, Drawings and Specifications**	\$ _____
500*	Design Code Compliance and Plan Review Approval Fees by the Department of State Police, Fire Marshal Division and the Department of Labor and Economic Growth, Bureau of Construction Codes and Fire Safety	\$ _____
500*	Printing and Reproduction of Final Design Phase, Contract Bidding Documents, Drawings and Specifications**	\$ _____
600*	Printing and Reproduction of Construction Administration/ Office Services Phase, Final Report Documents	\$ _____
700*	Printing and Reproduction of Construction Administration/ Field Inspection Services Phase, Final Report Documents	\$ _____
	Total of Authorized Reimbursable Expense Items	\$ _____

*See the Article 2 – Compensation Format for the Authorized Reimbursable Expense Items of this Contract.

**Specifications will be prepared for Divisions 00 through 49, in the 2004 MasterFormat Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the defined Project scope of work requirements.

APPENDIX 5

THE PROFESSIONAL FIRM'S MICHSPEC (LONG FORM) DOCUMENTS ASSISTANCE PROCEDURES FOR THE CONSTRUCTION CONTRACTOR DURING THE PROJECT CONSTRUCTION BIDDING, BID EVALUATION, AND RECOMMENDATION OF THE CONSTRUCTION CONTRACT AWARD

**THE PROFESSIONAL FIRM'S MICHSPEC (LONG FORM) DOCUMENTS ASSISTANCE
PROCEDURES FOR THE CONSTRUCTION CONTRACTOR
DURING THE PROJECT CONSTRUCTION BIDDING, BID EVALUATION,
AND RECOMMENDATION OF THE CONSTRUCTION CONTRACT AWARD**

- A. Whenever the Professional firm is required to use the Department of Management and Budget, Facilities Administration, Design and Construction Division's, "MICHSPEC 2001 Edition of the Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" standard form documents as adopted and modified by the State of Michigan and incorporated into the Construction Contract, plus such other Department general conditions as may be part of the Construction Contract. The following assistance procedures shall be followed by the Professional firm during the Project construction bidding, Bid evaluation, and recommendation of the Construction Contract award:

If MICHSPEC (Long Form) Contract Documents are used for this Project, all applicable Section 00500, Contract Agreement and related attachment documents shall be filled-out in triplicate (date field left blank) and executed in blue pen and ink by the Professional firm's recommended Construction Contractor.

CONSTRUCTION BIDDING AND CONTRACTING PROCEDURES: Assist the Department in the construction bidding and contracting process. Advertisement and award of this Construction Contract will be by the State of Michigan. Provide the Department with a list of recommended qualified construction Bidders' appropriate to the Project scope of work requirements. Recommend the appropriate construction bidding and/or contracting method to the Department. Prepare and distribute Bidding Documents and instructions as required to accommodate predetermined construction Bid packages and/or Phases. Maintain a qualified construction Bidders' list. Conduct prebid meetings. Issue a preconstruction Addenda to all qualified construction Bidders as required. Include in each Addendum complete specifications for the Project scope of work requirements, if such specifications are not part of the final design Bidding Documents. Exert every practical means to obtain several, qualified construction Bidders for every Construction Contract. The Professional will be compensated by the Department with a Contract Change Order for providing the professional services necessary to rebid the Project for reason of defaulted or disqualified construction Bidder(s) or unacceptable price range as required by the design and construction Budget. The Professional firm's construction bidding and contracting services are not complete until: (1) The lowest responsive, responsible qualified construction Bidder's Bid has been selected and accepted by the Department; and (2) The lowest responsive, responsible qualified construction Bidder's Construction Contract has been executed.

Collect and Manage Construction Contract Bid Security Deposits: Administer receipt and return of Construction Contract Bid Security deposits. Within fifteen (15) business days of the award of the Construction Contract submit, to the Department, a full accounting of all associated Bid Security deposits and turn over, to the Department, all defaulted Bid Security deposits. All Bid Security deposit checks will be payable to the "State of Michigan." Any returned or undistributed Bidding Documents shall be distributed as the Department may direct.

Construction Bid Evaluation and Recommendation of Construction Contract Awards: Review and evaluate the Department's submitted competitive construction Bids for the Project. Based on the Professional firm's review of the competitive construction Bids and the qualified construction Bidders, provide the Department with a written recommendations for the apparent lowest responsive, responsible qualified construction Bidder for the Project Construction Contract award(s) within five (5) business days of the date of the Department's construction Bid opening. Exempt from recommendation any firm that in the Professional firm's opinion is unqualified for the Project (documentation required) or that the Professional has a business association with on this Project, and any firm, that the Professional has used in preparation of the final design Contract Documents/architectural and engineering drawings and specifications or for any estimating work related to the Project scope of work requirements. The Professional shall conduct precontract meetings with responsive, responsible qualified construction Bidder(s) to review the following items: (1) The design intent of the Professional firm's final design Contract Documents/architectural and engineering drawings and specifications; and (2) To advise and assist the Construction Contractor(s) in understanding the requirements of the Department of Management and Budget, Facilities Administration, Design and Construction Division's standard form of Construction Contract Documents, Project scope of work, and its Construction Contract award procedures.

The Department will send the Notice of Intent to Award letter to the recommended Construction Contractor awarded the Construction Contract. The Notice of Intent to Award will designate the Contract price and itemize the alternates that the Department, at its sole discretion has accepted. Unless otherwise designated in the Department's, Notice of Intent to Award letter to the recommended Construction Contractor, within fifteen (15) calendar days from the date that the Notice of Intent to Award letter was mailed to the Construction Contractor, the Construction Contractor recommended for the award of the Construction Contract shall (a) Fill out and execute, in blue pen and ink, the Department of Management and Budget, Facilities Administration, Design and Construction Division's, MICHSPEC 2001 Edition of the Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" standard document forms Section 00500, Contract Agreement and the Section 00800, Supplementary Conditions, in triplicate; (b) Execute Section 00610, Performance Bond, and the Section 00620, Payment Bond (and attach to each bond a separate, certified copy of Power of Attorney); and (c) Return to the Department, the Construction Contractor's executed Section 00500, Contract Agreement, Section 00610, Performance Bond, and Section 00620, Payment Bond forms, evidence of original Certificate of Insurance and any other legal documents required for submittal by the Department's, Notice of Intent to Award letter.

Immediately upon the notice of intent of the Department of Management and Budget, Facilities Administration, Design and Construction Division's, Notice of Intent to Award letter to the Construction Contractor recommended in writing by the Professional firm to be the lowest responsive, responsible qualified Construction Contractor Bidder of the Construction Contract. The Professional firm shall fill-out where applicable for the Project scope of work and submit to the Professional firm's recommended apparent lowest responsive, responsible qualified Construction Contractor Bidder, three (3) sets of original, unsigned, MICHSPEC 2001 Edition, Section 00500, Contract Agreement (Long Form) documents for their review and signature in blue pen and ink for the Project Construction Contract.

The Professional firm's recommended apparent lowest responsive, responsible qualified Construction Contractor Contract Documents to be submitted for the Construction Phase scope of work of this Project shall contain the following Department of Management and Budget, Facilities Administration, Design and Construction Division's, MICHSPEC 2001 Edition, Construction Contract Agreement (Long Form) standard form documents and outline the Project scope of work procedures to be followed by the Professional firm's recommended Construction Contractor for their review and signature execution in blue pen and ink of the following Department of Management and Budget, Facilities Administration, Design and Construction Division's, MICHSPEC 2001 Edition, Section 00500, Contract Agreement documents:

- 1.) Section 00300, Bid Summary and Bid Form and Section 00310 and Section 00320, Bid Form Attachments;
- 2.) Section 00400, Qualified Submittals;
- 3.) Section 00500, Contract Agreement. (Note: The Professional shall fill-out the following Project scope of work articles of this MICHSPEC (Long Form) document and the Professional firm's recommended apparent lowest responsive, responsible qualified Construction Contractor Bidder shall fill-out and execute in blue pen and ink the remaining portions of this Contract Document:
 - a. Preface to Article 1 text
 - b. Article 1, The Contract; The Project; and The Work
 - c. Article 2, Contract Documents
 - d. Article 3, Contract Price
 - e. Article 4, Contract Time; Liquidated Damages
 - f. Article 6, The Professional Services Contractor
- 4.) Section 00520, Attachment "A" to Contract Agreement;
- 5.) Section 00610, Performance Bond;
- 6.) Section 00620, Payment Bond;
- 7.) Section 01301, Progress Schedule;
- 8.) Section 00800, Supplementary Conditions. (Note: The Professional firm shall fill-out this form where applicable for the Project scope of work);
- 9.) Original Certificates of Insurance;

10.) Certificate of Awardability, a legal form that is required for the Construction Contractor by the State of Michigan's, Department of Civil Rights for any Project Contract work that is valued at one-hundred thousand dollars (\$100,000) or more.

Each Construction Contractor's total Base Bid that is valued at one-hundred thousand dollars (\$100,000) or more shall enclose a copy of the Bidder's valid Certificate of Awardability issued by the State of Michigan's, Department of Civil Rights (concerning compliance with the State of Michigan's nondiscrimination requirements). FAILURE BY A CONSTRUCTION BIDDER TO ENCLOSE, WITH THE CONSTRUCTION BIDDER'S BASE BID, A COPY OF THE CONSTRUCTION BIDDER'S VALID CERTIFICATE OF AWARDABILITY SHALL JUSTIFY DISQUALIFICATION OF THAT CONSTRUCTION BIDDER, UNLESS A VALID CERTIFICATE OF AWARDABILITY EXISTED ON OR BEFORE THE CLOSING TIME FOR RECEIPT OF CONSTRUCTION BIDS, THE FAILURE TO ENCLOSE SUCH VALID CERTIFICATE OF AWARDABILITY WAS INADVERTENT AND THE CONSTRUCTION BIDDER SUBMITS A COPY OF ITS BIDDER'S CERTIFICATE OF AWARDABILITY WITHIN TWENTY-FOUR (24) HOURS AFTER NOTIFICATION BY THE DEPARTMENT THAT A COPY OF THE VALID CERTIFICATE OF AWARDABILITY WAS NOT SUBMITTED. The time required by the Department of Civil Rights to process Certificate of Awardability applications varies, with their workload, which changes from time to time. The construction Bidder is responsible for securing all pertinent information from the Department of Civil Rights prior to submitting their construction Bid and for keeping their Certificate of Awardability up-to-date. Firms will not be notified when their certificates are going to expire. All correspondence communications for the Certificate of Awardability shall be directed to:

State of Michigan
Department of Civil Rights
Contract Compliance Team
Cadillac Place State Office Building (former General Motors Building)
3054 West Grand Boulevard
Suite 3-600
Detroit, Michigan 48202
Telephone Number: (313) 456-3822 or 456-3823
Fax Number: (313) 456-3826

B. ALSO, BE ADVISED: Before the Department of Management and Budget, Facilities Administration, Design and Construction Division can formally execute the Construction Contractor's Contract, the Construction Contractor must also provide, within fifteen (15) calendar days from the date that the Department's, Notice of Award letter was mailed to the Construction Contractor for the subject Project work, the following Construction Contract Documents:

- 1.) A certified copy of a resolution of corporate authority adopted by the Construction Contractor's Board of Directors or a certified copy of the articles of the Construction Contractor's By-Laws authorizing signature authority of the Construction Contract on behalf of the corporation. If a partnership, it is necessary to submit a copy of the Power-of-Attorney which authorizes signature authority on behalf of the partnership. A Power-of-Attorney is not required if each of the partners sign the Construction Contract individually.
- 2.) Original Certificate of Insurance documents covering Public Liability, Property Damage, and Worker's Compensation. NOTE: ALL ORIGINAL CERTIFICATE OF INSURANCE DOCUMENTS MUST SPECIFY THE SUBJECT PROJECT IDENTIFICATION AND LIST THE STATE OF MICHIGAN AS AN ADDITIONAL INSURED. THE INSURANCE COMPANY MUST HAVE AN INSURANCE RATING OF A- OR BETTER AS LISTED BY THE A.M. BEST COMPANY. To view the latest A.M. Best's Key Ratings Guide visit the A.M. Best internet web site at <http://www.ambest.com>.
- 3.) Original Performance, Labor, and Material Bonds must be made in favor of the State of Michigan and bear the Department's award date of the Construction Contract. NOTE: SURETY BONDS WILL NOT BE ACCEPTED BY THE STATE OF MICHIGAN UNLESS THE BONDING COMPANY IS LISTED IN THE CURRENT UNITED STATES GOVERNMENT, DEPARTMENT OF TREASURY'S, LIST OF APPROVED SURETIES (BONDING/INSURANCE COMPANIES), DEPARTMENT CIRCULAR NO. 570. Copies of the current Circular No. 570 Listing of approved surety bonding/insurance companies and interim changes may be obtained through the internet web site at <http://www.fms.treas.gov/c570/c570.html>.

FAXES OF THE REQUIRED CONSTRUCTION CONTRACT DOCUMENTS LISTED IN THE ABOVE SECTION (B) NO. 2 AND 3 WILL NOT BE ACCEPTED, ONLY THE ORIGINAL DOCUMENTS ARE ACCEPTABLE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL MS. LINDA FELDPAUSCH AT THE DEPARTMENT OF MANAGEMENT AND BUDGET, FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION AT (517) 241-0122 FOR ASSISTANCE.

NOTE, BE ADVISED: THAT THE CONSTRUCTION CONTRACTOR IS NOT TO PROCEED WITH ANY CONSTRUCTION WORK OR PERFORM ANY ON-SITE ACTIVITIES UNTIL THE PROJECT CONSTRUCTION CONTRACT HAS BEEN EXECUTED BY BOTH PARTIES. AT THAT TIME, A PRECONSTRUCTION MEETING WILL BE ARRANGED.

The Construction Contractor shall mail and/or return all of the above Construction Contract Documents for the Construction Contract to the following address:

MAILING ADDRESS

Department of Management and Budget
Facilities Administration
Design and Construction Division
P.O. Box 30026
Lansing, Michigan 48909
Attention: Ms. Linda Feldpausch
Telephone No. (517) 241-0122

EXPRESS MAIL ADDRESS

Department of Management and Budget
Facilities Administration
Design and Construction Division
First Floor, Stevens T. Mason State Office Building
530 West Allegan Street
Lansing, Michigan 48933
Attention: Ms. Linda Feldpausch
Telephone No. (517) 241-0122

NOTE: NEW CONSTRUCTION PROJECT PARTIALLY CLOSES STREETS AND AFFECTS PARKING SPACES: Capitol Loop – Downtown Lansing. Due to the new construction work, parking is at a premium in the area of the Stevens T. Mason State Office Building. Also, security measures and the new construction work may affect the delivery time of mail and packages sent via United Parcel Service (UPS), Federal Express (Fed. Ex.), and Airborne Express. If hand-delivering your Construction Contract Documents, please allow ample time to locate parking and be prepared to present requested pictured identification to the security officer on-duty in the lobby of the Stevens T. Mason State Office Building in order for your Construction Contract Documents to arrive at the Department of Management and Budget, Facilities Administration, Design and Construction Division. It remains the responsibility of the Construction Contractor firm to submit their Construction Contract Documents as specified on time.

APPENDIX 6

CERTIFICATE OF AWARDABILITY

APPENDIX 7

ORIGINAL CERTIFICATES OF INSURANCE