STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

CONTRACT FOR PROFESSIONAL SERVICES: Indefinite Scope – Indefinite Delivery Billing Rate – Not To Exceed

'HIS CONTRACT, authorized this 31st day of August in the year two-thousand and twelve (2012), by the Director, Department of 'echnology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the FACILITIES AND BUSINESS SERVICES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, First Floor, Stevens T. Mason Building, Lansing, Michigan, hereinafter called the Department, and

Engineering Applications EAI
726 Abbot Road
East Lansing, MI 48823

he Prime Professional Services Contractor, hereinafter called the Professional,

WHEREAS, the Department proposes securing professional services FOR THE FOLLOWING PROJECT:

ndefinite-Scope, Indefinite-Delivery Contract No. 00391
)epartment of Technology, Management and Budget
Facilities and Business Services Administration, Design and Construction Division
'rofessional Architectural and Engineering Indefinite-Scope, Indefinite Delivery Contract (ISID) for Minor Projects -
/arious State Departments and Facilities
Various Site Locations, Michigan

'rovide professional services, technical staff, and support personnel for ISID minor projects on an as-needed basis at various State/Client ,\gencies within various locations as defined by the State of Michigan. These various ISID minor projects may include projects where the construction costs are between fifteen-thousand dollars ($15,000) and five-hundred-thousand dollars ($500,000) for this Contract.

'his Contract is for professional design services for an unspecified number of ISID projects. The scope of work for each assigned project will be defined at the time the project is awarded by the State to the Professional firm. The professional services required for each of these assigned nrojects requested by the Department may include any or all of the Tasks included in the Phase 100 – Study through the Phase 700 – :onstruction text of the Department's Standard Professional Services Contract.

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

.he total compensation to be paid to the Professional by the Department for all assigned ISID minor Projects under this Contract will not exceed two-hundred and fifty-thousand dollars ($250,000) unless otherwise approved in writing by the Department.

'his Contract does not warrant or imply to the Professional design firm entitlement to perform any specific percentage (%) amount of compensation, work, or projects during the life of this four (4) year Contract.

'his Contract will remain in effect for four (4) years from the date of this Contract award, but may be unilaterally terminated by the State of .Michigan at any time, for cause or its convenience, by written notification of the State, to the Professional. Furthermore, this Contract may be extended for one (1) additional year, at the sole option and discretion of the State upon the Department providing written notice to the 'rofessional prior to the expiration of the original four (4) year Contract time period. Any such time extension shall be subject to the terms and onditions of this Contract, including, but not limited to, the existing hourly billing rates included in this Contract for the Professional, their Consultant, and their employees or agents.

'lease note that for this Professional Services Contract your permanent assigned ISID Contract No., as noted above, must be provided .n all Project correspondence and documents. The Professional is not to provide any professional services or incur expenses until individual ISID Projects are assigned to this Contract. (See Article 2 – Compensation and the Project/Program Statement attached to this Contract.)

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

I. The Professional shall provide the services for the assigned Project in the study, design, and construction administration, Phase and Task sequence provided in this Professional Services Contract and to the extent authorized by the Department of Technology, Management and Budget Facilities and Business Services Administration (FBSA), Design and Construction Division (DCD) [Department], and be solely responsible for such professional services. The Professional's services shall be performed in strict accordance with this Professional Services Contract and be in compliance with the Project/Program Statement.

II. The State of Michigan shall compensate the Professional for providing their professional architectural and/or engineering study, design, and construction administration services for the Project in accordance with the conditions of this Professional Services Contract.

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

FOR THE PROFESSIONAL:

BRYAN A. KNOX

Firm Name

[redacted]

Federal Identification (I.D.) Number

Signature

9/24/2012

Date

MANAGER

Title

FOR THE STATE OF MICHIGAN:

Director, Department of Technology, Management and Budget

SEP 25 2012

Date

ARTICLE I
PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

During the construction administration services of the Project, the Professional shall be required to complete and submit, the on-site Inspection record form titled "DMB-452, The Professional's Inspection Record" for all on-site Inspection visits to the Project site. The Professional's Inspection Record shall be completed and signed by the Professional and submitted monthly, with the original

document sent to the Project Director and copies sent to the State/Client Agency and Construction Contractor. The Professional's Inspection Record shall accompany the Professional's monthly submitted payment request.

The "DMB-460, Project Procedures" documents package containing Department forms for use during construction administration shall be used by the Professional in the administration of this Contract.

All professional services will be consistent with the Department's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" unless otherwise approved in writing by the Department.

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

Soil Erosion and Sedimentation Control in the State of Michigan is regulated under the 1994 Public Act 451, as amended – The Natural Resources and 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.

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

The following professional services, if they become necessary and essential for completing the Project, will be individually rendered by the Professional, only upon specific written authorization by the Department and the Project Director to the Professional and for the purpose and to the extent so authorized.

Should litigation occur as a result of this Project, only if through no fault of the Professional, the Professional firm shall be compensated by the Department on an actual hourly billing rate basis at the rate set forth in this Contract by a Contract Modification and/or Contract Change Order, if required to assist the Department of Attorney General, State Affairs Division in providing the professional services necessary during the course of litigation.

LITIGATION: The Professional shall provide all information, presentations, depositions, testimony as "expert witness", and similar or related services, on behalf of the Department, as may be required in relation to the professional services of the study, design and construction of this Project.

ACCOUNTING: The Professional shall provide all specialized categorizations and distributions of the costs of study, design and construction services, construction costs, and operational costs, as may be required according to purpose specific parameters.

PUBLIC AWARENESS: The Professional shall provide all design and construction related services to assist in, and make presentations of the professional services of the study, design, construction and operational aspects of the Projects as may be required for public meetings, hearings, and similar informational activities.

PHASE 100 - STUDY PHASE

Provide a complete and comprehensive architectural and/or engineering study consistent with the Project/Program Statement, with itemized construction cost estimates.

Task 101 COORDINATION: Meet with the Project Team and define all areas of investigation. Establish Project Team responsibilities and lines of communications. Review the status of the study efforts with the Project Team at such frequency and times as may be required to achieve the Project objectives.

Present study documents to the State/Client Agency and the Department for their review at the 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

Task 102 RESEARCH: Gather and/or develop all data to evaluate and clarify the Project. Research existing data, analyze and refine the concepts of the Project/Program Statement. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the information required to complete the Study. functional and operations needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance and other support features. Identify all additional research, studies, and analysis necessary to express such objectives and requirements in terms of a fully operable facility or system which will acceptably serve its intended use.

Task 103 ANALYSIS: Analyze data, information, and research gathered. Create draft recommendations or results of the study and research. Upon completion of all on-site field investigation activities prepare a complete architectural and/or engineering study report. If appropriate, provide itemized construction cost estimates. The analysis will correlate, describe, and record research findings and information for the Project Team's understanding and acceptance. Transcribe and consolidate all existing data, studies, and the research analysis of Task 102 into a draft study report. Submit ten (10) copies of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments.

Task 110 STUDY REPORT: Incorporate the study review comments as directed by the Department into the final study report. Prepare and attend presentations to the Project Team and others for Study acceptance. The final report shall use the following outline and contain such detail as required for the Project Team's understanding and acceptance.

A. Management Summary
B. Problem
C. Research Findings, Discussion, and Details
D. Conclusion
E. Recommendation

Provide one reproducible original and an electronic copy suitable for legible reproduction. One study report presentation shall be considered basic services for this Task. 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 by the Department with a Contract Change Order.

PHASE 200 - PROGRAM

Amplify the Project/Program Statement and, if available, final Study Report, to embody the physical, functional, and programmatic relationships required to achieve the Project objectives. The resultant program analysis, when accepted and approved by the Department, shall create the general scope of work of the Project. Such acceptance does not limit subsequent inclusion of minor, but essential, programmatic or design details whose necessity and arrangement may best become apparent during subsequent Phases of the Project's evolution.

Task 201 COORDINATION: Meet with the Project Team and establish lines of communication, authority, and responsibility. Establish a method for the Department and the State/Client Agency to formally sign off on data input, the program analysis, and appropriate elements of the resultant design.

Present proposed program analysis documents to the Project Team for review at the 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

Task 202 PROGRAMMING: Identify and develop data to evaluate and clarify the proposed Project. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the functional and operational needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance and other support features. Allocation of spaces shall be in accordance with the State of Michigan's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" and be consistent with the Project/Program Statement and Project Budget. Provide all additional research, studies, and program analysis necessary identify the objectives and requirements for a fully operable Project acceptably serving its intended use.

Task 203 DEVELOPMENT: Transcribe and consolidate all data, studies and the analysis of Task 202 into a program analysis summarizing the complete program for the project, including spaces, physical features, systems, functions, capacities, relationships, and interactions required by the proposed Project. Revise the proposed program as required to achieve the Project objectives and incorporate review comments by the Project Team. Obtain approval and sign-off of space allocations from the Project Director before providing the space allocations to the State/Client Agency for approval and sign-off of the complete program.

Task 209 PROJECT COST ESTIMATE: Provide an itemized cost estimate of the proposed Project program. Verify in writing that the Project Budget is adequate to achieve the proposed Project. Revise the program analysis documents as necessary to provide an acceptable program analysis design within the Department's authorized Project Budget.

Task 210 PROGRAM ANALYSIS REPORT: Prepare a draft program analysis report containing the program, cost estimate, sign-offs and backup data and information. Submit ten (10) copies of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments. Incorporate review comments as directed by the Department into the proposed final program analysis report. Provide one reproducible original and an electronic copy suitable for legible reproduction. One program analysis report presentation shall be considered basic services for this Task. Any additional program analysis report presentations requested by the Department will be considered extra professional services and the additional study costs will be paid to the Professional by the Department with a Contract Change Order.

PHASE 300 - SCHEMATIC DESIGN

Prepare progressive schematic design deliverables consistent with the Project/Program Statement, and approved program (if applicable). Diagrammatically depict the area(s) and relationship of the Project functions. Establish the design basis for, and show principal building design elements and locations of the various structural, mechanical, heating, ventilating, and air conditioning (HVAC), electrical and other systems as necessary to completely achieve the Project. The Professional shall obtain Professional Consultant firms for civil/site survey, site geotechnical investigation analysis and soil testing as the Professional deems necessary to achieve a viable and economic Project design. Revise design as necessary to obtain approval from the Department and the State/Client Agency.

Task 301 COORDINATION: Meet with the Project Team to establish a physical size and arrangement of the Project and its principal systems. Include technical, human, and physical environment requirements consistent with the Project program as well as the functional interrelationships between spaces or systems. Determine any Project requirements as necessary to accommodate art work.

Where the Project involves work in an existing building, site, and/or utility system, identify and locate 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. Identify and define, in writing, the impact of the proposed Project schematic design on the existing building or facility operations. Assist the Department in determining and resolving any Project requirements for maintaining the current operation of the existing building facility spaces or systems and site utility areas, including as a minimum, the impact of hazardous waste removal, and the associated necessary demolition and repair of the adjoining work.

Hazardous material testing and removal will be performed by the Department by separate Contract using other professional firms. See Task 512 - Hazardous Materials, for text defining the Professional's responsibility for assisting the Department with these materials.

Progressively review, with the Project Team, the development of the schematic design documents and assist in obtaining data and providing timely decisions. Present proposed schematic design documents for review to the

State/Client Agency and the Department at 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

Task 302 CONSTRUCTION CODE AND DESIGN REVIEWS: Identify, list, and define for the Department, in writing, the impact of all applicable construction codes, rules, regulations, environmental requirements, design reviews, and permitting procedures current as of the start of this schematic design Phase that will apply to the design of the proposed Project. Review with the Project Team the principal impacts on Project planning and incorporate these into the schematic design report and the Project cost/proposed construction schedule of Task 309.

Task 303 CIVIL/SITE STAGING INVESTIGATION: The Professional shall retain a civil/site survey Consultant and a site geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services and prepare the site staging investigation survey instructions program(s) required to establish and execute a complete schematic site design appropriate to the Project/Program Statement . Analyze site staging investigation results and incorporate into the schematic site design. Coordinate a site specific testing program to identify and/or confirm the Project site underground conditions and accurately specify contractual requirements. This includes, but is not limited to, access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Provide the Department with copies of all site investigation geotechnical test reports. Review conclusions and, upon request, explain their influence on the Project schematic design. Define the impact of the Project on adjacent buildings.

Task 304 STRUCTURAL: Research, survey, define, and render all existing structural systems appropriate to the proposed Project. Show facility layout, applicable area floor loadings and basic elevations. Outline any existing principal structural system members and render and show the proposed structural system schematic design for renovations and additions.

Task 305 MECHANICAL/HVAC/PLUMBING/UTILITIES: Research survey, define and render the schematic design basis for all proposed mechanical, plumbing systems, and utility systems appropriate to the Project. This includes but is not limited to all plumbing, HVAC, and other mechanical systems, equipment and their respective loads. Define and render the schematic design capacities, sources, flows, and functions of all existing and/or proposed utility systems, including but not limited to: steam, water, fuel, storm and sanitary sewers, and fire protection. Field-check and verify accessibility and space for all equipment on the proposed schematic design drawings. Confirm, in writing, to the Department, the availability of utility capacities at current or proposed connections. Contact applicable utilities for information on connections, connection permit requirements, fees, and schedules.

Task 306 ELECTRICAL: Research, survey, define and render the schematic design basis for all proposed electrical systems appropriate to the Project. This may include, but is not limited to: utility service systems, primary and secondary distribution systems, building control systems, security systems, elevators, fire alarms, television, data, communications and similar systems. Define sources, equipment capacities, and loads, including those for open office workstation/partitioning systems. Field-check and verify accessibility and space for all equipment on the proposed schematic design drawings. Confirm, in writing, to the Department, the availability of utility capacities at current or proposed connections. Contact applicable utilities for information on connections, connection permit requirements, required easements, transformers, fees, and schedules.

Task 307 ARCHITECTURAL/ENGINEERING: Research, survey, define, and render the existing and proposed schematic design architectural and/or engineering building area layout appropriate to the Project/Program Statement. Show proposed applicable area/room space, finish treatment, uses, interrelationships, and principal building sections, elevations, and dimensions. Show principal building fire protection spaces and features. Consider sustainability in material, equipment, systems, and general design selections.

Task 308 DRAFTING: Prepare and render proposed schematic design documents appropriate to the Project, on sheet size approved by the Project Director. Include all principal building/site utility systems. Coordinate the Project

schematic design with all architectural and/or engineering design disciplines for completeness, accuracy and consistency, and conflict avoidance. The Professional shall field-check and verify the accuracy of all existing and proposed architectural and/or engineering drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.

Task 309 PROJECT COST/PROPOSED CONSTRUCTION SCHEDULE: Evaluate the proposed schematic design against the estimated Project cost and design/construction schedule. Revise schematic design as required to produce a design within the Department's approved Budget. Prepare and submit a Project Budget based on the approved schematic design. Apply critical target dates to the Professional's Project Study, Design and Proposed Construction Schedule and submit to the Department for their review and approval.

Task 310 SCHEMATIC DESIGN REVIEW: Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed schematic design documents, as necessary, to incorporate all requested design review comments. Obtain Department approval and sign-off prior to State/Client Agency sign-off, when requested by Project Director. Where legislative review is required, provide an additional twelve (12) copies of the Department approved proposed schematic design documents to the Department for distribution to the Joint Capital Outlay Subcommittee, in the format of the "Major Project Design Manual for Professional Services Contractors and State/Client Agencies". Provide one (1) schematic design presentation to the Project Team for this Task. Any additional schematic design presentations requested by the Department will be considered extra professional services and the additional schematic design costs will be paid to the Professional by the Department with a Contract Change Order. If Contract Services conclude with this Phase, provide mylar architectural and/or engineering drawings of the final approved schematic design, suitable for legible reproduction.

PHASE 400 - PRELIMINARY DESIGN

Prepare progressive preliminary design documents to develop the Project based on the Project/Program Statement, and the approved schematic design and program, if applicable. Refine the schematic design documents as necessary to produce an acceptable preliminary design. The preliminary design and outline draft specification shall be complete and detailed enough to define the size, function, arrangements, spaces, location and operations of equipment, and materials comprising the principal design details of structures and systems. The proposed preliminary design documents and outline draft specifications shall clearly depict the Professional's proposed design intent of the Project's systems, materials, equipment, utilities, site improvements, and other elements through single-line diagrams, system layout drawings and developed plans and design details. The preliminary design thus achieved must constitute the complete basis for further detail into final design drawings.

Prepare in bar chart format, the proposed Project construction schedule. Prepare a complete estimated Project cost statement based on prevailing or predictable factors for the proposed construction bidding period. The Department's written acceptance of the estimated project cost statement will establish the authorized Budget for the Project. The Professional shall apply the means and methods necessary to achieve the proposed preliminary design within the authorized Budget for the Project.

Task 401 COORDINATION: Meet with the Project Team to review the Project/Program Statement, approved schematic design documents (if applicable), and refine the Project. Assist the Project Team to progressively review the proposed preliminary design, develop input, and provide timely decisions.

Where the Project involves work in an existing building, site, and/or utility system, identify and locate 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. Identify and define, in writing, the impact of the proposed Project schematic design on the existing building or facility operations. Assist the Department in determining and resolving any Project requirements for maintaining the current operation of the existing building facility spaces or systems and site utility areas, including as a minimum, the impact of hazardous waste removal, and the associated necessary demolition and repair of the adjoining work.

Hazardous material testing and removal will be performed by the Department by separate Contract using other professional firms. See Task 512 - Hazardous Materials, for text defining the Professional's responsibility for assisting the Department with these materials.

Progressively review, with the Project Team, the development of the preliminary design documents and assist in obtaining data and providing timely decisions. Incorporate design refinements consistent with the proposed Project scope. Establish equipment and/or materials to be furnished by the State. Present proposed preliminary design

documents for review to the State/Client Agency and the Department at 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

Task 402 SPECIFICATIONS: Prepare proposed preliminary design outline draft specifications for Divisions 00 through 49, in the 2004 MasterFormat Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the defined Project. Outline specifications will address sustainable design in materials selection.

Task 403 CIVIL/SITE STAGING DESIGN/INVESTIGATION: If the Professional did not obtain a site specific geotechnical testing program for this Project and advise the Department during the Schematic Design Phase, they shall retain a civil/site survey Consultant and a geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services to prepare and provide a preliminary geotechnical site investigation and site staging design as directly related to the Project. Coordinate a site specific testing program to identify and/or confirm the Project site underground conditions and to accurately specify the proposed construction contractual requirements. This includes, but is not limited to access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Determine and prepare a list of required civil/site drawings as related to the Project. Illustrate and coordinate any off-site work necessary for a completely functioning Project. Revise as required.

Task 404 STRUCTURAL: Prepare structural calculations appropriate to the proposed Project and size major components. Prepare preliminary structural plans, sections, elevations, and details drawings, as applicable for the defined scope of work. Determine and prepare a list of required preliminary structural drawings as related to the proposed Project. Revise as required.

Task 405 MECHANICAL/HVAC/PLUMBING/UTILITIES: Identify existing mechanical/heating, ventilating, and air conditioning equipment, plumbing systems, and utility systems. Calculate heat loss, heat gain, and other demands for all spaces. Determine ventilation requirements. Calculate total loads, identify and size new equipment. Identify and/or calculate total utility loads. Include the needs of any existing building or system that is a part of, or interfaces with the Project, as well as those of the Project. Provide basic engineering design appropriate for all principal building components, utility systems and building systems, and all pre-engineered equipment suitable and appropriate for the proposed Project. Field-check and verify clearances for all proposed equipment and systems proposed. Prepare preliminary HVAC, plumbing, and utility drawings. Determine and prepare a list of required preliminary design drawings as related to the proposed Project. Review current, mechanical, plumbing and utility system codes and incorporate applicable requirements. Revise as required. Secure in writing, the approval of capacities and connections for the Project from the appropriate utilities/suppliers.

Task 406 ELECTRICAL: Identify existing equipment and systems. Prepare load calculations, including electric loads for fixed, and movable, equipment, as appropriate to the defined Project. Determine electric service requirements and size major transformer and service equipment. Provide single line diagrams of primary service and distribution systems. Develop and outline basic equipment and distribution systems for lighting, power, building control, elevators, fire, security, television, data, communications and other specialized systems of the Project. Coordinate design to incorporate design requirements for any open office workstation/partitioning systems. Field-check and verify clearances for all proposed equipment and design systems proposed. Prepare preliminary electrical drawings. Determine and prepare a list of required preliminary design electrical drawings as related to the proposed Project. Review current electrical codes and incorporate all applicable requirements. Revise as required. Secure in writing, the approval of capacities and connections for the Project from the appropriate utility/suppliers.

Task 407 ARCHITECTURAL/ENGINEERING: Prepare preliminary architectural and/or engineering drawings, appropriate to the proposed Project, to detail and define the Project. Coordinate design to incorporate design requirements for any open office workstation/partitioning systems. Determine and prepare a list of required preliminary design architectural and/or engineering drawings. Drawings will include plans, elevations, sections, and critical construction details in order that an accurate and detailed construction estimate can be provided. Depict sustainable and energy

efficient design features of the Project and provide summary calculations to demonstrate applicable compliance with the State of Michigan's current Energy Code requirements. Revise as required.

Task 408 DRAFTING: Prepare and render the preliminary design architectural and/or engineering documents on sheet size approved by Project Director. Coordinate the preliminary design with related architectural and/or engineering design disciplines for completeness, accuracy and consistency and conflict avoidance. Prepare drawings using applicable State of Michigan standards as defined in the Department's "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" for all Project design disciplines. 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.

Task 409 COST ESTIMATE AND CONSTRUCTION SCHEDULE: Prepare an itemized Project construction cost estimate based on prevailing or reasonably predictable factors for the proposed bidding period. Recommend construction strategies, methods and phasing. Identify long-lead items and any State of Michigan-furnished materials, equipment, systems and furnishings, with procurement deadlines consistent with the proposed schedule and phasing. Prepare in bar chart format a detailed schedule of the design and proposed bidding and construction schedule, incorporating the information listed above.

Task 410 PRELIMINARY DESIGN REVIEW: Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed preliminary design documents, as necessary, to incorporate all requested design review comments. With the 50 percent review, provide design criteria and calculations of principal architectural, mechanical, plumbing and electrical engineering systems demonstrating basic compliance with the State of Michigan's current Energy Code requirements

For each review, present proposed preliminary design documents first to the State/Client Agency for programmatic design conformance review, then present to the Department for review, determination of required revisions, and acceptance. Revise proposed preliminary design documents, as necessary, to incorporate all requested design review comments required for the Department's written acceptance of the proposed Project preliminary design.

Where legislative review is required, provide an additional twelve (12) copies of the approved proposed preliminary design documents to the Department for distribution to the Joint Capital Outlay Subcommittee, in the format of the "Major Project Design Manual for Professional Services Contractors and State/Client Agencies". Provide one (1) schematic design presentation to the Project Team for this Task. Any additional schematic design presentations requested by the Department will be considered extra professional services and the additional schematic design costs will be paid to the Professional by the Department with a Contract Change Order. If Contract Services conclude with this Phase, provide mylar architectural and/or engineering drawings of the final approved schematic design, suitable for legible reproduction.

PHASE 500 - FINAL DESIGN

Prepare for progressive, periodic review, Final Design Documents which shall revise, refine, amplify and depict, in detail, the Project as described and required by the Project/Program Statement and any approved preliminary design. Final Design Documents shall be prepared in Phases/Bid packages appropriate to the Project, schedule, and funding.

The proposed Final Design Documents shall document a complete and constructible Project. Final Design Documents shall incorporate and comply with all current, applicable regulations, ordinances, construction codes and statutes, and must have accomplished all reviews by appropriate federal, State or any local authorities having jurisdiction before presentation to the Department for acceptance and advertisement for bidding. Where design approvals are required, the Professional shall acquire and provide them. The Final Design Documents shall be without ambiguity and must be so complete that no significant design decision is left to the discretion of any Bidder, manufacturer, or supplier. The Final Design 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 sub-consultant, except for fire suppression systems.

Bidding Documents shall consist of, but are not limited to, the Final Design Documents, including final architectural and/or engineering drawings and specifications, special, general, and supplemental conditions of the Construction Contract, and modifications, if any, to standard documents provided by the Department. Such standard documents may consist of, but are not limited to, the project advertisement, the Instructions to Bidders, the proposal forms, general, supplemental, and any special conditions of the Construction Contract, and the standard form of agreement between the Department and the Construction Contractor. The Professional may not substitute any other special, general, and supplemental conditions for the Construction Contract or other standard

documents provided by the Department. The Professional may not revise, other than the fillable portions of the general conditions, or use any additional general condition requirements unless the revisions or requirements are accepted and approved by the Department in writing.

In addition to the requirements herein, the professional services for this Project shall include, but are not limited to, those set forth in "MICHSPEC 2001 Edition of The Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" or the current DMB DCSPEC – Bidding and Contract Document for Minor Projects as adopted and modified by the State of Michigan and incorporated into the Construction Contract, plus such other Department standard documents and general conditions as may be part of the Construction Contract.

The Contract Documents shall consist of the Bidding Documents and all Addenda and attachments necessary to provide a complete Construction Contract for the Project.

Task 501 COORDINATION: Review approved preliminary design drawings with the Project Team and solicit revisions. Incorporate any revisions and design refinements. Present proposed final design documents to the State/Client Agency and the Department for their review at the 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

Task 502 SPECIFICATIONS: Prepare final design specifications in the format defined below and with Phasing as appropriate for the Project. Include a schedule of all required submittals, a construction materials testing schedule, and all other necessary schedules. Specifications shall be coordinated with the final design architectural and/or engineering drawings and shall be prepared in the 2004 MasterFormat Outline by the Construction Specifications Institute (C.S.I.). The final design architectural and/or engineering specifications shall clearly define the Project design and construction requirements indicating the type and quality of materials, products, and workmanship.

Sustainable Design shall be used wherever possible by the Professional in their Project design. The United States Green Building Council's (USGBC) LEED Scorecard will be used as an index of the materials and design strategies used in the Project but the USGBC certificate will not be required. Sustainable Design is defined in this Contract as the Professional's use of Project design resources with no negative impact to the natural ecosystems, an emphasis on overall energy efficiency, recycling, reduction of waste, and achieving a net enhancement of the Project.

Performance specifications shall be used when feasible. If not, 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 Michigan-manufactured products 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 to the Department for procurement of items to be pre-purchased through existing State contracts or separate bids. A list of building construction materials and productions manufactured in Michigan may be obtained at http://www.michigan.gov/buymichiganfirst/0,1607,7-225-48676-209976--,00.html.

Task 503 CIVIL/SITE STAGING DESIGN: If the Professional did not obtain a site specific geotechnical testing program for this Project and advise the Department during the Schematic Design Phase, they shall retain a civil/site survey Consultant and a geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services to prepare and provide a preliminary geotechnical site investigation and site staging design as directly related to the Project. Coordinate a site specific testing program to identify and/or confirm the Project site underground conditions and to accurately specify the proposed construction contractual requirements. This includes, but is not limited to access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Determine and prepare a list of required civil/site drawings as related to the Project. Illustrate and coordinate any off-site work necessary for a completely functioning Project. Revise as required.

Soil Erosion and Sedimentation Control shall be implemented in accordance with the current edition of the Department's compliance manual and 1994 PA 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Submit final civil/site design drawings depicting Soil Erosion and Sedimentation Control measures to the Department's Soil Erosion and Sedimentation Control Program for review in accordance with 1994 PA 451, as amended.

Task 504 STRUCTURAL: Prepare and render complete structural final design documents.

Task 505 MECHANICAL/HVAC/PLUMBING/UTILITIES: Prepare and render complete mechanical, plumbing, and utility system final design documents.

Task 506 ELECTRICAL: Prepare and render complete electrical system final design documents.

Task 507 ARCHITECTURAL/ENGINEERING: Prepare and render complete architectural and/or engineering final design documents. Assist the Department in the determination of and specification of furnishings, colors, and finish selections if required in the defined Project.

Task 508 DRAFTING: Prepare complete final design architectural and/or engineering drawings for Bidding Documents on sheet size approved by Project Director using applicable State of Michigan standards as defined in the "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.

The Project Bidding Documents derived from the Final Design drawings shall be made available and converted if necessary, to the AutoCAD computer drafting system. Bidding Documents shall be provided to the Department for advertisement by the Department. One compact disc (CD) and one print copy for records retention, beyond review and approval sets, of the Bidding Documents will also be provided.

The Project Contract Documents derived from the Project Bidding Documents shall be made available and converted if necessary, to the AutoCAD computer drafting system. One compact disc (CD) and three signed and sealed print copies (for records retention, Project Director, and provision to the Construction Contractor) beyond review and approval sets, of the Contract Documents will also be provided. The signed and sealed print sets are the controlling Contract Documents for this Project.

The software name and release number used to produce the Design Contract drawings will be clearly identified on the compact disk (CD).

Task 509 CHECKING CONTRACT DOCUMENTS: Check and coordinate all proposed Bidding and Contract Documents for completeness and accuracy. Prepare Bidding and Contract Documents that will protect the Department from unexpected construction cost increases, schedule delays or claims for reason of defective or incomplete rendering of the Professional's design, 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/or engineering design disciplines for completeness, accuracy, and consistency, and conflict avoidance. 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."

Task 510 CONSTRUCTION CODES AND PERMITS: The Professional's 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. Assist the Department in obtaining approval of the Project and its design by appropriate governmental regulating and/or code enforcement authorities.

Project Bidding Documents may not be advertised until plan review approval is obtained.
Except as otherwise provided for in this Contract, code compliance and plan review approval(s) shall be performed by the Department of State Police, Fire Marshal Division, the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Plan Review Division. Code compliance and plan review approval fees shall be paid by the Professional as a reimbursable expense, unless otherwise provided for.

Submit all modeling, testing, design data, and appropriate 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. Submit Soil Erosion and Sedimentation Control plans/drawings to the Department's Soil Erosion and Sedimentation Control Program as the enforcing authority for this Project, no later than at the 90 percent final design stage.

Provide energy efficient design features and summary calculations to demonstrate 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 modifications into the 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 of Task 515. Any approval secured in initial plan review and permitting does not relieve the Professional from complying with code official's construction field inspections enforcement requirements.

Task 511 CONSTRUCTION TESTING PROGRAM: Coordinate Project on-site survey and appropriate research to identify site specific abnormal construction conditions. Coordinate site specific geotechnical testing program of areas, consistent with the design and siting requirements. Identify and confirm the site underground conditions sufficiently to accurately specify the construction contractual requirements. Establish the required construction quality control and materials testing program. Define and specify the types of Project construction tests required, the approximate quantities to be tested and the projected cost thereof. Prepare quality control and material testing services program Bidding Documents for the construction quality control and material testing services. The Department will retain an independent professional quality control and material testing services firm for the construction testing at the 50 percent completion review stage. Testing services shall be estimated and identified as an authorized reimbursable expense item in this Contract.

Task 512 HAZARDOUS MATERIALS: Where the Project involves work in an existing building and/or utility system, assist the Department to determine the scope of potential hazardous materials contamination that 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 by separate Contract. Coordinate the professional design services of this Contract with any hazardous material removal services required to implement this Project. Include for the Department's use, architectural and/or engineering drawings and specifications for all restoration work necessary following completion of the removal/abatement Project. Revise the final design drawings, specifications and schedule, if necessary, to reflect the impact of the hazardous material removal/abatement on the existing State/Client Agency facility operations.

Task 513 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 construction costs with each final design review. Include all construction Bid packaging and Phasing. Determine the amount and adequacy of any construction contingency. Upon submittal of the 90 percent complete final design documents, confirm an accurate itemized construction cost estimate in writing to the Department. Confirm that 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 phase 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 revise their final design drawings and specifications to produce a complete design for the Project within the Professional's original estimated construction Budget cost, 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 Task 516 construction bidding/contracting procedures.

Task 514 CONSTRUCTION SCHEDULE: Determine the appropriate proposed construction schedule to be part of the Construction Contract. Give consideration to all principal influencing factors, including, but not limited to, current and projected material delivery times, local labor contract periods, and other historical principal causes of delays.

Task 515 FINAL DESIGN BIDDING DOCUMENTS REVIEW: Provide complete final design documents review. When the final design is 50 percent complete, submit the final design documents to the Project team for their review. If the final

design appears to exceed the Project Budget, review with the Department all cost reduction design options. Incorporate at 90 percent completion, all required design modifications applicable to the Project, and resubmit to the Project Director. Confirm in writing that the requirements of Tasks 509 and 510 have been met.

Submit 100 percent complete sets of Bidding Documents to the Project Team for their final review. Submit final design documents first to the State/Client Agency for their final design review of the programmatic design conformance. Submit Bidding Documents to the Department for their review and revise as necessary to incorporate all review comments required for Department written acceptance of the Bidding Documents.

Task 516 CONSTRUCTION BIDDING AND CONTRACTING: Assist the Department in the construction bidding and contracting process. The State of Michigan will advertise for bids on-line and award and hold the Construction Contract. Prepare and distribute Bidding Documents and instructions as required to accommodate predetermined construction Bid packages and/or Phases. Maintain a construction Bidders' list. Conduct pre-bid meetings and issue pre-bid meeting minutes and bidder's lists. Issue Addenda to all construction Bidders as required. Include in each Addendum complete specifications for the Project, if such specifications are not part of the Bidding Documents.

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 text of Task 513. The Professional's construction bidding and contracting procedure services for Task 516 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.

Construction Bid Evaluation and Recommendation of Construction Contract Awards: Review and evaluate the submitted construction Bids. 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'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 Contract Documents or for any estimating work related to the Project.

The Professional shall conduct pre-contract meetings with responsive, responsible qualified construction Bidder(s) to review the following items: (1) Understanding of the design intent of the Contract Documents; and (2) To advise and assist the Construction Contractor(s) in understanding the requirements of the Department's standard form of Construction Contract Documents, Project scope of work, and its Construction Contract award procedures.

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 the Department'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 Certificates of Insurance and any other legal documents required for submittal by the Department's, Notice of Intent to Award letter.

Task 517 FINAL DESIGN CORRECTION PROCEDURES: Correct at no additional cost to the Department any design errors or omissions and/or other Project related deficiencies identified during the 600 and 700 Construction Phase. All reproduction costs for design interpretations, clarifications, and Bulletins related to the Professional's final design errors or omissions and similar or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rates. Provide design clarifications and interpretations of the Contract Documents requirements necessary to: (1) Adequately describe the Project work; (2) Adapt architectural and/or engineering final design documents during construction to accommodate field conditions identified during construction; (3) Refine design details that are not feasible and identified during construction; and (4) Comply with current construction/building codes, and all other Project related design and construction matters as may be necessary to produce a complete Project.

Design Interpretations and Clarifications: For elements of construction having no change in cost to the State the Professional will: (1) Provide instructions, and/or design interpretations and clarifications for design details within five (5) business days of the Construction Contractor's request, record same, in writing; and (2) Revise the

Professional's original final design architectural and/or engineering drawings and specifications as appropriate to the Project. Marking and initialing of drawings is not an acceptable form of written instruction.

Bulletin Authorization: Request authorization from the Project Director to issue each individual Bulletin. The Professional's Bulletin Authorization request will: (1) Identify the problem requiring the change; (2) Describe clearly if such problem arises from the architectural and/or engineering final design errors or omissions; (3) Identify the anticipated design cost and the estimated construction cost to implement the change(s); and (4) Describe clearly in the Professional's opinion which part, if any, of the design and/or construction costs are the obligation of the State, the Professional or the Construction Contractor. Include a Contract Modification request for any work outside the Project. Identify any anticipated Project design or construction schedule implications.

Bulletins: All reproduction costs for design interpretations and clarifications and Bulletins related to the Professional's architectural and/or engineering final design errors or omissions and similar or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rates. Describe, by Bulletin, design revisions necessary to correct the architectural and/or engineering final design errors or omissions, to address previously unidentified on-site field design conditions, to reduce costs and for all other matters approved by the Department involving costs or credit to the State. Postponement of action on items in order to accumulate multi-item Bulletins is not permitted.

Prepare and issue Bulletins within ten (10) business days of receipt of the Department's authorization. Bulletins shall be in such form and detail as the Department may prescribe. The Professional shall incorporate all accepted Bulletin revisions or design interpretations into the appropriate originals of all applicable Contract Documents. Such revised drawings and specifications shall be issued as part of Bulletins. Each Bulletin shall prescribe a time schedule for the Construction Contractor's response. Provide up to five (5) copies of each Bulletin to the Department and distribute as the Department may direct. Provide the Construction Contractor with the following number of Bulletin copies: (1) For construction costs less than one (1) million dollars, provide two (2) copies; and (2) All others, provide five (5) copies.

Evaluate the Construction Contractor's price quotation(s) and review and attempt to negotiate with the Construction Contractor to provide the Department with costs that are consistent with the value of the Project Bulletin(s). Recommend appropriate action to the Department regarding the Construction Contractor's quotations within five (5) business days of receipt thereof.

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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.

The Professional shall use the "DMB-452, The Professional's Inspection Record" for all on-site Inspection visits to the Project site. The form shall be completed and signed by the Professional and compiled monthly with the original form document sent to the Department'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's monthly payment request.

The Professional shall provide all required construction administration services and timely professional and administrative initiatives as the circumstances of the Project construction may require in order to allow the design intent requirements of the Professional's Contract Documents to be successfully implemented into a completed Project through the Construction Contractor's completion of the Construction Contract work.

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.

Establish and maintain effective construction administration office procedures, systems and records to progressively, and exclusively, manage and control the Professional's obligations, commitments, achievements and expenditures under this construction Phase administration.

Monitor the quality and progress of the Project construction Phase work. 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 Contract Documents.

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

Task 601 COORDINATION: Coordinate the Professional's staff, Consultants, and all other Project related resources.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

Task 602 SHOP DRAWINGS, SUBMITTALS, and APPROVALS: Monitor, evaluate, and provide administrative action as necessary to achieve timely processing of shop drawings and such other submittals and approvals that are the responsibility of the Professional. Maintain a record of all required, received, rejected, and approved submittals of shop drawings, color/material samples, finishes, and other items requiring the Professional's approval. Notify the Construction Contractor(s), in writing, (copy to the Department) of delinquent submittals, the consequences of such delays, and prescribe a time schedule for their submittal/resubmittal, which will not jeopardize the Construction Contract completion date.

No design revisions will be made as part of the Professional's review and approval of shop drawings, or other submittals. In addition to all other functions, the Professional's approval of shop drawings shall verify the submittals furnished by the Construction Contractor(s) conforms to the design intent of the Professional's Contract Documents/architectural and/or engineering drawings and specifications requirements. Provide written approval or rejection of shop drawings within ten (10) business days of receipt in the Professional's office. Provide and distribute up to five (5) copies of approved submittals as directed by the Department.

Task 603 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 by the State of Michigan to the Construction Contractor shall be based on the Construction Contractor's approved completion of Contract work performed prior to the date of each monthly submitted payment request. Payment to the Construction Contractor 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'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 submitted 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 submitted payment request certification.
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 Administration on-site field Inspections, and the Professional'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 - Contract Documents 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 and/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'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 Licensing and

Regulatory Affairs, 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 Project Director and Department Field Representative.

Task 604 CONSTRUCTION SCHEDULE PROGRESS: Monitor, evaluate, and provide timely administrative action, as necessary, to determine whether the Construction Contractor's construction work schedule and progress appear to be adequate to achieve the Project on time and on schedule. Notify the Department, in writing, within three (3) business days of receipt of the Construction Contractor's proposed Project construction schedule, or amendments thereto, if in the Professional's opinion such construction schedule will produce the Project within the allotted Construction Contract completion time. Notify the Construction Contractor and the Department, in writing, if in the Professional's opinion such schedule should be accepted or rejected. Revise the construction schedule of Task 514 to show that the proposed on-site visitations of Tasks 703-706 are consistent with the actual events of the Project construction schedule.

Give prompt, written notification to the Construction Contractor(s) and to the Department of inadequate construction schedule progress. Unless the Department determines that the needs of the Project require other action the Professional shall proceed as follows: (1) Investigate at the time of occurrence, any areas of inadequate progress whose consequence may be a delay in, or increased cost for, a work item; (2) Notify the Construction Contractor(s) and the Department of the Professional's opinion of the problem and responsibility for the delay and costs. Advise whether the delay in any work may result in delays in the Construction Contract completion date; and (3) Advise the Construction Contractor(s) and the Department, in writing, of recommended action(s) by respective parties necessary to facilitate actions by the Construction Contractor to complete the Project construction on schedule.

Bulletin Costs: During the 600 and 700 Construction Phase, review and evaluate the Construction Contractor's quotations for Bulletin work. Negotiate as appropriate to assure the Department's costs commensurate with the actual value of the Project work. Provide the Department with written recommendation(s) within five (5) business days of receipt of the quotation.

Evaluate any documentable impact on the Project construction schedule claimed by the Construction Contractor(s) arising from Bulletin work. Provide appropriate and timely action under terms allowable under the Construction Contract, to implement any Bulletin work which the Professional and the Department consider critical to the Project construction schedule, but whose cost is disputed.

Within ten (10) business days of its receipt, evaluate and provide the Department with appropriate written recommendations, along with an analysis of any request by the Construction Contractor(s) for a time extension of their Construction Contract completion date. No recommendation for a Construction Contract time extension may be submitted to the Department which is not substantiated by the Professional's technical review and evaluation of the Project construction schedule showing critical path work, noncritical path work, and float time for the complete Project and any work at issue and having such detail as to clearly document the Construction Contractor's claim. Any recommendation for a time extension of the Construction Contractor's Contract completion date must include a complete analysis of all direct and indirect costs of the Construction Contractor, the Professional, and the Department regarding the time extension. Where the Project is not substantially complete on the Construction Contract completion date, notify the Construction Contractor and the Department, in writing, of the expiration of the Construction Contract completion date and of the assessment and/or withholding of liquidated damages.

Task 605 CONSTRUCTION TESTING PROGRAM: Monitor, evaluate, and provide timely administrative action as may be required in response to the results of the construction quality control and material testing program. In circumstances where the testing is not provided by the Department, evaluate and approve, or disapprove the Construction Contractor(s) work plan for providing all construction test reports. Provide the Construction Contractor(s) and the Department with written evaluation of all construction test reports, copies of construction test reports, marked with the Professional's approval or disapproval within five (5) business days of receipt of the report. Within five (5) business days of the receipt of any construction test reports not meeting the Construction Contract requirements direct the Construction Contractor(s), in writing, to take appropriate, corrective, or replacement measures within a prescribed time. Follow up, as appropriate, to require the Construction Contractor(s) to achieve the design intent of the Professional's Contract Documents and avoid delays to any element of work which may, in the Professional's opinion, result in a delay in the Construction Contract completion date. Notify the Construction Contractor, in writing, of any delinquent corrections/replacement and take administrative action in accordance with the Construction Contractor performance text of Task 606.

Task 606 CONSTRUCTION CONTRACTOR PERFORMANCE: Throughout the execution of the Project Construction Contract, monitor and evaluate the Construction Contractor(s) performance and quality assurance procedures and provide timely, administrative action to cause the Construction Contractor(s) to correct their construction deficiencies. With the Department's concurrence, the Professional may direct, in writing, the exposure and testing of any Project construction work, already in place or covered, which the Professional, and/or the Department, believes may not meet the design intent of the Professional's Contract Documents.

Notify the Construction Contractor, and the Department, in writing, within five (5) business days of its identification, of any aspect of the Construction Contractor's performance which is inconsistent with the Contract Documents or which, in the Professional's opinion, is inconsistent with the design intent of the Professional's Contract Documents. Prescribe a reasonable time for correction which will not jeopardize the Project construction schedule completion date. Exert all practical administrative means necessary to require the Construction Contractor to perform as required by their Construction Contract to meet the design intent of the Professional's Contract Documents/architectural and/or engineering drawings and specifications requirements.

Deficient Performance: Upon identification of deficient performance, where the Project Construction Contractor fails to provide timely or acceptable performance, the Professional shall proceed as follows: (1) Notify within three (3) business days the Department, the Construction Contractor and any affected surety, in writing, and by registered mail delivery, of the potential for the Construction Contractor's default action and the Professional's recommendation; (2) Identify applicable Construction Contract references, with design interpretation of such references, and clearly explain where the Construction Contractor's performance fails to meet the design intent of the Professional's Contract Documents; and (3) Specify a time and date for the Construction Contractor to begin active and continuous work towards Contract compliance and a specific time and date for completion.

Potential Default: Upon notification by the Department of potential default by the Construction Contractor, where the Project Construction Contractor fails to adequately perform, the Professional shall proceed as follows: (1) Document the potential default, in writing, to the Construction Contractor, the Construction Contractor's surety and the Department; (2) Provide an explanation of the consequences of the potential default to the Project; (3) Provide the Department with a complete set of Project record documentation necessary to assist the Department in the legal implementation of the Construction Contractor's default action; (4) Establish an appropriate amount and withhold from payment certification of the associated line item, include a retainage consisting of any costs expended for testing and other investigations necessary to establish unsatisfactory performance plus a contingency amount, adequate for the Department to correct such unacceptable performance by means other than the Construction Contractor; and (5) Notify the Construction Contractor and their surety, in writing, of the withholding.

Default: Upon notification of the Project Construction Contractor's default, the Professional shall proceed as follows: (1) Identify the extent of defaulted and/or remaining Project work; (2) Recommend a procedural program for the Department to achieve the defaulted work within the remaining Project construction time schedule if possible; and (3) Provide modified Bidding Documents that will allow the Department to rebid the remaining portion of work using the Professional's recommendations. The Professional will be compensated by the Department with a Contract Change Order for providing the defaulted Construction Contractor assistance service.

Task 607 PUNCH LIST PROCEDURES: Prepare and distribute Punch Lists for each Construction Contract. Prescribe a reasonable time schedule for completion of all construction Punch List items and identify an amount to be withheld from payment consisting of a minimum of two (2) times the estimated value of the unacceptable construction work plus an amount sufficient to assure the Department sufficient funds to cover all costs as may become necessary to complete the remaining delinquent work. Distribute Punch Lists within five (5) business days of the final Inspection. Notify the Construction Contractor of any delinquent Punch List construction corrections and take appropriate action in accordance with Tasks 604 and 606.

Task 608 CLAIMS: Evaluate and respond to any claims (in whole or in part) against the Department within five (5) business days of the receipt of such claim, in the Professional's office. Where any element of claims or subsequent litigation, are based, in whole or in part, upon any deficiency or delinquency in the Professional's services, the Professional shall provide, in a timely manner, all professional services necessary to defend the claim issue(s). No payment will be due for claim defense services accumulated under this Task until settlement or judgment of litigation concludes the claim issue. The claim settlement or judgment decision will be used as the basis for determining the Professional's obligation, if any, for the costs of such professional services and/or for any costs incurred by the Department for which performance by the Professional may be responsible or contributory. Billing under this claims Task will be in accordance with an appropriate Contract Modification and/or Contract Change Order.

Task 609 AS-BUILT DOCUMENTS: Within ninety (90) consecutive calendar days after receipt of properly prepared an submitted Construction Contractor annotated as-built documents, incorporate and render them into the Professional's original Contract Documents for as-built documents. The Professional shall provide the Project Director with the following two (2) types of deliverable as-built documents for Project close-out: (1) One (1) set of legible/reproducible mylars completely updated, as-built original tracings of the Contract Documents/architectural and/or engineering drawings; and (2) Two (2) sets of completely updated as-built, close-out documents of the Project Contract Documents/architectural and/or engineering drawings on compact disks (CD's) in 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'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 as-built documents shall be free of the Professional's original architectural and/or 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's services for the Task 609, 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's, Project Director in writing.

Task 610 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 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'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.

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

The Department may provide full or part-time Department Field Representatives to monitor the coordination and progress of the services of the Professional and the Project work of 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 Department Field Representative, has the authority to require the Professional to respond to and resolve design related problems, construction field problems and to attend Project related meetings. Unless delegated by specific written notice from the Department, the Department 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.

The Professional shall provide sufficient field Inspections of the Project 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, up to and including full-time field Inspections. The construction field Inspections shall occur as the construction on-site field conditions and the Project may require and during the regularly scheduled monthly progress and payment meetings. The Professional shall use for their construction field Inspection services, only personnel having 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. 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 work appears to be in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or 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.

Task 701 COORDINATION: Coordinate the Professional's staff, Consultant firm's staff, Construction Contractors and all other Project related resources.

Task 702 PRECONSTRUCTION MEETING: Preside at and record preconstruction/organizational meetings for each Construction Contract. Issue meeting minutes.

Task 703 CONSTRUCTION INSPECTIONS: 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 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 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's, Project Director and their Department Field Representative that the quantity and quality of all Project construction work is in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements.

Task 704 PROBLEM SOLVING MEETINGS: Conduct and record problem solving meetings between the Professional and the Professional's Consultants, the Construction Contractor(s), their subcontractors, the Department, the Project Director and their Department Field Representative, and 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 may require, and/or shall be at such time as the Construction Contractor(s), the Professional, the Department, the Project Director, Department Field Representative 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 the schedule of various work items and to avoid delays in the Construction Contract completion date.

Task 705 PROGRESS MEETINGS: Conduct and record monthly scheduled Project construction progress meetings with the Project Director, Department 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 work 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 Contract Documents, in accordance with Tasks 513 and 514.

Task 706 FINAL PROJECT INSPECTION: Conduct final construction field Inspections of the Project, in concert with the Construction Contractor(s), the Project Director, Department 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 Project construction work where the Department intends to take beneficial use or occupancy. Verify to the Project Director and Department Field Representative, 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 Project final Inspection. Determine to the extent possible that the Project has been constructed in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements and that all equipment and systems function without defects.

ARTICLE II
COMPENSATION

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

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

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, as approved by the Project Director, on an hourly billing rate basis in accordance with this article. This compensation shall not exceed seven and half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director.

The Professional shall provide, at no additional compensation, professional services necessary to respond to and resolve all Construction Contractor design related claims arising wholly or in part from the Professional's Contract Documents errors or omissions or other aspects of the Project's design or the Professional's performance which are inconsistent with the Professional or Construction Contract.

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

2.1 PREMIUM TIME/OVERTIME: This Contract anticipates that no premium or overtime is required to achieve this Project's scope of work. No compensation will be allowed to the Professional for any premium or overtime cost incurred to achieve the Project schedule of this Contract, unless directed in writing by the Project Director.

2.2 EMPLOYEE HOURLY BILLING RATES: Hourly billing rates will include all direct and indirect monetary costs to the State for the Professional's services under this Contract other than the authorized and approved reimbursements. Hourly billing rates shall be based on the Professional's documented historical operating expenses and adjusted for Project specific costs. In no case shall this documentation period include more than eighteen (18) months prior to the date of award of this Contract. The Professional may not provide different hourly billing rates for the same individual for different Phases.

No lump-sum subcontracts for the professional services of any employee may be billed against this Contract. Any employee associated with this Project who performs the professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate. The hourly billing rate charge of any employee may be changed by the Professional with a written and Department approved Contract Modification during the life of this Contract to account for normal personnel pay increases.

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

The hourly billing rate also includes all reproduction costs for design interpretations, study/design clarifications and Bulletins related to design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, design interpretations, or construction on-site/field Inspections), and all similar, or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rate. All postage, mail, or other shipping or delivery services, acquisition, bad debts, previous business losses, employment fees, depreciation, and operating costs for equipment, including computer design and/or computer drafting systems, and any specialized testing equipment are to be included. The hourly billing rate shall include, without exception, secretarial, computer/typing/word processing, editing, and clerical services

utilized in any way for the Project as well as other non-technical and/or overhead employees. The hourly billing rate also includes all profit without regard to its form or distribution.

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

The hourly billing rate for the Professional may not be applied to the work of the Professional's Consultant's staff. Each Consultant firm must submit a separate hourly billing rate with proper documentation for the Consultant services they will provide as part of the Proposal. The hourly billing rate of the respective Consultant firm shall be used for that Consultant firm's personnel only. The Professional may propose a moderate mark-up to their Consultant firm's charges. The Professional's Consultant services shall be billed as an authorized reimbursable expense item at a direct cost times the Firm's mark-up percentage accepted by the Department.

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

2.4 DIRECT COST REIMBURSEMENT ITEMS: The Professional's Consultant services and authorized reimbursable expenses shall be treated as an authorized reimbursable expense item at a direct cost times the firm's mark-up percentage amount approved by the Department. Reimbursement of authorized expense items at direct cost times the firm's mark-up percentage amount is intended only as a means to compensate the Professional for their direct costs. The Professional shall be responsible for the selection of the supplier of their professional services or materials, the coordination, adequacy and application of their professional services, whether provided by the Professional's staff or provided by their Consultant, any Project costs that exceed the Contract per Phase reimbursement Budget.

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

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

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

Identification of Professional and Consultant staff, hourly billable rates, and an itemized list per Project Phase of authorized direct cost reimbursement items are identified in the attached Professional's proposal.

ARTICLE III
PAYMENTS

Payment of the professional services fee shall be based on the Professional's performance of authorized professional service(s) performed prior to the date of each submitted payment request. Payment requests shall be submitted monthly to the Project Director on a payment request form (DMB-440). Payment for each monthly submitted payment request shall be made within thirty (30) consecutive calendar days following the Department's approval of the payment request. Payment requests shall include signed certification by the Professional of the actual percentage of work completed as of the date of invoicing for each Phase and summarize the amounts authorized, earned, previously paid, and currently due for each Project Phase. Payment requests shall be supported by itemized records or documentation in such form and detail as the Department may require. Each of the Professional's Consultant's submitted payment request applications shall include similar information. This includes, but is not limited to:

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

ARTICLE IV
ACCOUNTING

The Professional shall keep current and accurate records of Project costs and expenses, of hourly billing rates, authorized reimbursable expense items, and all other Project related accounting document to support the Professional's monthly application for payment. Project records shall be kept on a generally recognized accounting basis. Such records shall be available to the Department for a period of 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 records at any time during the Project or following its completion.

ARTICLE V
INSURANCE

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

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

(a) The Professional must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of or result from or are alleged to arise out of or result from the Professional's or a Subcontractor's performance, including any person directly or indirectly employed by the Professional or a Subcontractor, or any person for whose acts the Professional or a Subcontractor may be liable.
(b) The Professional waives all rights against the State for the recovery of damages that are covered by the insurance policies the Professional is required to maintain under this Section. The Professional's failure to obtain and maintain the required insurance will not limit this waiver.
(c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
(d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
(e) Unless the State approves, any insurer must have an A.M. Best rating of "A-" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State. To view the latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) visit the A.M. Best Company internet web site at http://www.ambest.com.
(f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Professional's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.
(g) The Professional must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Professional must secure tail coverage for at least three (3) years following the termination of this Contract.
(h) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Professional to any indemnified party or other persons.
(i) The Professional is responsible for the payment of all deductibles.
(j) If the Professional fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Professional at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Professional, or require the Professional to pay that cost upon demand.

(k) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

(l) If single policy limits are used to fill more than one of these requirements evidence of separate aggregate limits must be noted on the certificate.

5.1 Workers' Compensation and Employer's Liability Insurance

The Professional must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Professional's domicile. If the applicable coverage is provided by a self-insurer, the Professional must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Professional's domicile, the Professional must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

5.2 Motor Vehicle Insurance

If a motor vehicle is used in relation to the Professional's performance, the Professional must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

5.3 Commercial General Liability Insurance

For claims for damages because of bodily injury or death of any person, other than the Professional'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. The Professional must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Professional also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

Minimal Limits:
$1,000,000 Personal & Advertising Injury Limit;
$1,000,000 Each Occurrence Limit;
$2,000,000 General Aggregate Limit.

5.4 Professional Liability Insurance (Errors and Omissions)

For claims for damages arising out of an error, omission or negligent act in the performance of professional services.

Minimal Limits:
$1,000,000 Each Occurrence
$2,000,000 Annual Aggregate

The Professional firm's Errors and Omissions coverage shall include coverage for claims resulting from acts of forbearance that cause or exacerbate pollution and claims of bodily injury and property damage in the amount of $1,000,000 minimum coverage per occurrence, $2,000,000 annual aggregate. This insurance is required of all Professional firms who conduct professional environmental services including, but not limited to, any of the following services:

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

Contractual Liability Insurance for claims for damages that may arise from the Professional'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 and set forth in subsections (c) and (d) above.

Except where the State has approved a subcontract with other insurance provisions, the Professional must require any Consultant/Subcontractor to purchase and maintain the insurance coverage required in this Article. Alternatively, the Contractor may

include a Consultant/Subcontractor under the Professional's insurance on the coverage required in that Section. The failure of a Consultant/Subcontractor to comply with insurance requirements does not limit the Professional's liability or responsibility.

Certificate of Insurance documents, acceptable to the State, shall be provided and filed with the Department prior to commencement of the Professional's Project services, unless otherwise approved in writing, and not less than 20 days before the insurance expiration date every year thereafter. Facsimile copies of the Certificate of Insurance will not be accepted. Certificate of Insurance documents must be either submitted hard copy or portable document file (.pdf). The Certificate of Insurance documents must specify on the certificate in the oblong rectangle space labeled "Description of Operations/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions/Special Items" the following items: **(1) 2012 ISID General Professional Design Services; (2) The ISID Contract Number as noted on Page 1 of the Contract; and (3) The State of Michigan must be named as an "Additional Insured on the General Liability Insurance Policy."** The Certificate of Insurance documents shall contain a provision that the Project insurance coverage afforded under the insurance policies for this Contract will not be modified or canceled without at least thirty (30) consecutive calendar days prior written notice, except for 10 days for non-payment of premium, to the State of Michigan, Department.

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

ARTICLE VI
INDEMNIFICATION

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

(b) Employee Indemnification: In any and all claims against the State of Michigan, its departments, divisions, agencies, boards, sections, commissions, officers, employees and agents, by any employee of the Professional or any of its Subcontractors/Consultants, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Professional or any of its Subcontractors/Consultants under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

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

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

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

ARTICLE VII
OWNERSHIP OF DOCUMENTS

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

If the Professional is in default or breach of its obligations under this Contract, the State shall have full ownership rights of the Project deliverables, including Bidding Documents and Contract Documents, including all electronic data. If the Professional is in default or this Contract Agreement is terminated, the State shall not use the Contract Documents and deliverables of this Contract for completion of the Project by others without the involvement of other qualified Professionals who shall assume the professional obligations and liability for the Project work not completed by the Professional. To the fullest extent allowed by law, the State releases the Professional, the Professionals Consultant(s) and the agents and employees of any of them from and against legal claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the State's use of the Contract Documents other than in accordance with this Contract Agreement.

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

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

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

The State of Michigan will not construct additional Projects or buildings based on the work of this Contract without notice to the Professional.

Whenever renderings, photographs of renderings, photographs or models, or photographs of the Project are released by the State of Michigan for publicity, proper credit for design shall be given to the Professional, provided the giving of such credit is without cost to the State of Michigan.

ARTICLE VIII
TERMINATION

The State may, by written notice to the Professional, terminate this Contract 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 IX
SUCCESSORS AND ASSIGNS

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

ARTICLE X
GOVERNING LAW

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

ARTICLE XI
NONDISCRIMINATION

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

a) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. The Professional will provide equal employment opportunities to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive equal employment opportunity consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.

c) The Professional or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Professional's nondiscrimination commitments under this article.

d) The Professional will comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq; and all published rules, regulations, directives and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of award of this Contract.

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

f) In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that the Professional has not complied with the contractual nondiscrimination obligations under this Contract, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which the State Administrative Board may order the cancellation of the Contract found to have been violated, and/or declare the Professional ineligible for future Contracts with the State and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Professional complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Professional is declared ineligible to Contract as a contracting party in future Contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing Contract is a possibility, the State shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

g) The Professional shall also comply with the nondiscrimination provisions of 1976 PA 220, as amended, concerning the civil rights of persons with physical or mental disabilities.

h) The Professional will include, or incorporate by reference, the nondiscrimination provisions of the foregoing paragraphs a) through g) in every subcontract or Contract Order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or Contract Order that said nondiscrimination provisions will be binding upon each of the Professional's Consultant's or seller.

ARTICLE XII
CONTRACT CLAIMS AND DISPUTES

In any claim or dispute by the Professional which cannot be resolved by negotiation, the Professional shall submit the claim or dispute for an administrative decision by the Department of Technology, Management and Budget, Director of Facilities and Business Services Administration within thirty (30) consecutive calendar days of the end of the disputed negotiations, and any decision of the Director of Facilities and Business Services 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 and Business Services Administration is a prerequisite to filing a suit in the Michigan Court of Claims.

ARTICLE XIII
DEFINITION OF TERMS

The definition of terms and conditions of this Contract are described and outlined in the following Articles 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 and/or the Professional prior to the execution of the Construction Contract which modify or interpret the Project Bidding Documents, including architectural and/or 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; and (5) Specify the date of Addenda issuance. As such, the Addenda are intended to become part of the Project Contract Documents when the Construction Contract is executed by the Professional's recommended lowest responsive, responsible qualified Construction Contractor. An Addendum issued after the competitive construction Bid opening to those construction Bidders who actually submitted a Bid, for the purpose of rebidding the Project work without re-advertising, is referred to as a post-Bid Addendum.

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

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

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

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

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

BULLETIN: A standard document form (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 to describe a sequentially numbered change in the Project under consideration by the Department and the Professional and to request the Construction Contractor to submit a proposal for the corresponding adjustment in the Contract price and/or Contract time, if any. These standard document forms are a part of the "DMB-460, Project Procedures" documents package.

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

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

CONSTRUCTION INSPECTION SERVICES: The Professional's field Inspections of the Project during the construction Phase of this Contract which includes but is not limited to: (1) Documenting the quantity and quality of all Project construction work and verifying that the Project construction work is properly completed; (2) Resolve Project problems that are affecting the Project construction work, certify payment requests, process Bulletins, Contract Change Order recommendations, and requests for information (RFI's) in a timely manner as prescribed in the Department's, "MICHSPEC 2001 Edition of The Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" or the current Department, 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's Project Director and their Department Field Representative that the Project construction work is in compliance with the Professional's design intent and that the Project has been completed by the Construction Contractor in accordance with the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements.

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

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

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

CONTRACT DOCUMENTS: The Professional's Phase 100 – Study, Final Report and Phase 500 - Final Design architectural and/or 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 Addenda, and attachments as may be necessary to comprise a Construction Contract for the Project. Specifications for this Contract will be prepared for Division 00 through 49, in the 2004 MasterFormat Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the Project.

CONTRACT MODIFICATION: A form (DMB-410) amending the Contract signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the Appendix 1 – Project/Program Statement or previously unknown on-site field conditions as approved by the Department will be compensated to the Professional by way of the Contract Modification in accordance with the Article 2, Compensation text of this Contract. Any Contract Modification of this Professional Services Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional's Phase 100 – Study, Final Report and Phase 500 - Contract Documents/architectural and/or engineering study/design errors, omissions or neglect on the part of the Professional.

CONTRACT ORDER: A form (DMB-402) issued and signed by the State of Michigan authorizing a Professional to: (1) Begin to incur Project expenses and proceed with the Project on-site; and (2) Provide professional services for the fee amount designated in the Phases of the Contract Order. Issuance of the DMB-402 certifies that: (1) The State will enter into a Professional Services Contract for the professional services described in the various Phases of this Contract; and that (2) The proper three (3) sets of Certificate of Insurance documents have been received and accepted by the State along with the approval and signing of the Professional's Professional Services Contract by the FBSA, DCD Director.

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

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

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

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

DEPARTMENT 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 design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specification requirements and the building construction codes. The Department Field Representative is the liaison between the Construction Contractor, the Professional, and the Project Director. The Project Director, or their Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project meetings. Unless delegated by specific written notice from the Department, the Department Field Representative has no authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time.

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

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

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

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

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

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

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

PROJECT COST: The total Project cost including, but not limited to, site purchase, site survey and investigation, hazardous material abatement, construction, site development, new utilities, telecommunications (voice and data), professional fees, construction quality

control and material testing services, testing and balancing services, furnishings, equipment, architectural and/or engineering plan(s)/drawing(s) design code compliance and plan review approval fees and all other costs associated with the Project .

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

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

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

PUNCH LIST: A list of minor construction Project items to be completed or corrected by the Construction Contractor, any one of which do not materially impair the use of the Project work, or the portion of the Project work inspected, for its intended purpose. A Punch List shall be prepared by the Professional upon having made a determination that the Project work, or a portion of the Project construction work inspected, in concert with the Professional, the Construction Contractor, the Department, the Project Director and their Department Field Representative, the State/Client Agency and any construction manager, is substantially complete and shall be attached to the respective DMB-455, 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 Technology, Management and Budget, Facilities and Business Services Administration, Soil Erosion and Sedimentation Control Program.

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

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

SUBSTANTIAL COMPLETION: The form (DMB-445) stating that the Project work, or a portion of the Project work eligible for separate Substantial Completion, has been completed in accordance with the design intent of the Professional's Contract Documents to the extent that the Department and the State/Client Agency can use or occupy the entire Project work, or the designated portion of the Project work, for the use intended without any outstanding, concurrent work at the Project work site, except as may be required to complete or correct the Project work Punch List items.

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

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

ARTICLE XIV
COMPLETE AGREEMENT/MODIFICATION

This Professional Services Contract constitutes the entire agreement as to the Project between the parties. Any Contract Modification of this Contract and the Project/Program Statement 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's Contract Documents/architectural and/or engineering study/design errors, omissions or neglect on the part of the Professional.

APPENDIX 1

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Second Floor, Stevens T. Mason Building
P.O. Box 30026
Lansing, Michigan 48909

FILE NUMBER	INDEX NUMBER(S)	COMPTROLLER OBJECT	APPROVAL DATE
Various	Various		

DEPARTMENT
Department of Technology, Management and Budget

AGENCY
Various

ADDRESS
Various

DTMB PROJECT MANAGER	TELEPHONE NUMBER
Irene Henry	517-241-3133

PROJECT DESCRIPTION
Provide professional architectural, engineering, surveying, or landscape architectural Indefinite-Scope Indefinite-Delivery (ISID) services for a variety of state funded construction projects.

The Professional shall submit 4 hard and 2 electronic (.pdf, via CD or DVD) copies of the technical and the cost proposal. The Professional must use the attached appropriate forms to indicate the billing rates. The State reserves the right not to award the contract(s) or award the contract(s) to one or more firms.

SPECIAL WORKING CONDITIONS
Working on-site and in the vicinity of the assigned projects.

DESIRED SCHEDULE OF WORK
Dependent on the assigned project.

LOCATION OF WORK AREAS
Various

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

CERTIFICATE OF AWARDABILITY:
All Professional Service Contractors submitting proposals over $100,000.00 must be certified by the Department of Civil Rights for compliance with State of Michigan Equal Employment Opportunity requirements. The Professional must not discriminate on the basis of religion, race, color, national origin, age, sex, marital status, height, weight, arrest record or disability. Prior to the award of any Contract of $100,000.00 or more, the DTMB Contract Compliance Representative will notify the Michigan Department of Civil Rights (DCR) Contract Compliance Representative, providing a bid tabulation and providing a description of the recommended awardee(s) including business(es)' name, business(es)' designated contact person, last four digits of company(ies)' tax identification number, business(es)' address, and business(es)' contact person telephone number. In the event a Professional does not possess a valid Certificate of Awardability and is the selected proposer, the Professional must immediately submit, upon notification by DTMB, their application to DCR. **DO NOT SUBMIT APPLICATION TO DCR UNLESS YOU ARE NOTIFIED BY DTMB.**

The time required by DCR to process and render a decision on such application is nine (9) calendar days from the date of transmission of selection information by DTMB to DCR. Communications concerning Certificates of Awardability should be directed to:

Michigan Department of Civil Rights
Business and Community Affairs
Cadillac Place
3054 West Grand Boulevard, Suite 3-600
Detroit, Michigan 48202
Telephone: (313) 456-3822
Fax: (313) 456-3826

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

APPENDIX 2

PROFESSIONAL'S PROPOSAL
(See Back Cover)

APPENDIX 3

PROFESSIONAL/CONTRACTOR DEMOGRAPHICS, STATISTICS AND CERTIFICATION

AND

CERTIFICATION OF A MICHIGAN BASED BUSINESS

AND

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

(a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.

(b) Has not been convicted of a criminal offense which negatively reflects on the vendor's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.

(c) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

(d) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DMB indicates that the vendor is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:

i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the vendor failed to pay the wages and/or fringe benefits due within the time period required.
iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.

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

Brian A. Knox MANAGER

Typed Name & Title of Authorized Representative

9/24/2012

Signature of Authorized Representative Date

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

R 4/10

DTMB
Technology, Management & Budget

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration, Design & Construction Division

PROFESSIONAL/CONTRACTOR DEMOGRAPHICS, STATISTICS AND CERTIFICATION

1. Company Name: ENGINEERING APPLICATIONS EAI, LLC
2. Company Address: 726 ABBOT Rd
   EAST LANSING, MI 48823
3. Principal Place of Business (zip code): 48823
4. Year of Establishment 1990

Woman, Minority, or Veteran Owned Small Business Representation

(For Statistical Use Only)

DEFINITIONS:

'Woman-owned business,' means a small business that is at least 51% owned by a woman or women who are US citizens and who control and operate the business.

The vendor represents that it IS X, IS NOT _____ a woman-owned small business.

'Minority-owned business,' means a small business that is at least 51% owned by a minority or minorities who are US citizens and who control and operate the business.

The vendor represents that it IS _____, IS NOT X a minority-owned small business.

African American ____Arab American____Asian American____Hispanic____
American Indian____Eskimo____

'Qualified Disabled Veteran,' means a business entity that is 51% or more owned by one or more veterans with a service-connected disability.

'Qualified Disabled,' means a business entity that is 51% or more owned by one or more with a service-connected disability.

The vendor represents that it IS _____, IS NOT X qualified disabled.

'Veteran-owned business,' means a small business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business.

The vendor represents that it IS _____, IS NOT X a veteran-owned small business.

The contractor represents and warrants that the company meets the above (when checked) and can provide supportive documentation upon request.

BRIAN A. KNOX
Authorized Agent Name (print or type)

Authorized Agent Signature

Fraudulent Certification as a Qualified Disabled Veteran is subject to debarment under MCL 18.264.

R 4/10

Certification of a Michigan Based Business

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

DEFINITION: To qualify as a Michigan business, vendor must have during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

Bidder shall also indicate one of the following:

☒ Bidder qualifies as a Michigan business (provide zip code: 48823)

(X) Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL □˜208.1 – 208.145; or

(X) Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or

(X) Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

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

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

☐ Bidder does not qualify as a Michigan business (provide name of State: _____).

☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: (_____).

Brian A. Knox
Authorized Agent Name (print or type)

Authorized Agent Signature

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

APPENDIX 4

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

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

The Professional's Consultant must submit a separate hourly billing rate for the professional Consultant services they will provide for State of Michigan Projects. A moderate mark-up of the Professional's Consultant services hourly billing rates will be allowed.

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

2012 HOURLY BILLING RATE

Based on 2011 Expenses

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

SALARIES:
Principals (Not Project Related)
Clerical/Secretarial
Technical (Not Project Related)
Temporary Help
Technical Training
Recruiting Expenses

OFFICE FACILITIES:
Rents and Related Expenses
Utilities
Cleaning and Repair

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

SERVICES (PROFESSIONAL):
Accounting
Legal
Employment Fees
Computer Services
Research

FINANCIAL:
Depreciation

EQUIPMENT RENTALS:
Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

TRAVEL:
All Project-Related Travel*

MISCELLANEOUS:
Professional Organization Dues
for Principals and Employees
Licensing Fees

SERVICES (NONPROFESSIONAL):
Telephone and Telegram
Messenger Services

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

INSURANCE:
Professional Liability Insurance
Flight and Commercial Vehicle
Valuable Papers
Office Liability
Office Theft
Premises Insurance
Key-Personnel Insurance

EMPLOYEE BENEFITS:
Hospitalization
Employer's F.I.C.A. Tax
Unemployment Insurance
Federal Unemployment Tax
Disability
Worker's Compensation
Vacation
Holidays
Sick Pay
Medical Payments
Pension Funds
Insurance - Life
Retirement Plans

PRINTING AND DUPLICATION:
Specifications (other than Contract Bidding Documents)
Drawings (other than Contract Bidding Documents)
Xerox/Reproduction
Photographs

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

DEPARTMENT OF

Management & Budget

GUIDELINES FOR TRAVEL REIMBURSEMENT

Prepared for Employees and Consultants
of the Department of Management and Budget

Guidelines for Travel Reimbursement

Prepared by Financial Services, Department of Management and Budget
Questions should be directed to Kay Baker or Uday Malavia.

These guidelines are intended to assist DMB employees, contractors and board members in completing travel expense vouchers for reimbursement of work-related travel. If you experience difficulties with any of the links in this document, contact Kay Baker at 517-373-8806 or Uday Malavia at 517-335-1567.

Last Revised Date: October 2009

Guidelines for Travel Reimbursement
Table of Contents

Authority for Travel 3

MAIN Vendor Registration *3*

Use of Contracted Travel Agency *3*

Timing for submission of travel vouchers 4

Cash Advances for Travel 4

Rewards or Promotional Items Received While in State Travel Status *4*

Mileage 4

Meals 5

Meal Rates: Meal allowance schedule can be found at: *5*

Non- Reimbursable Meals: *7*

Guest Meals/Business Meals: *7*

Group Meeting Rates: *7*

Meals Within Official Work Stations: *8*

Lodging 8

Miscellaneous Expenses 9

Airport Parking *9*

Incidental Costs, such as tips *9*

Parking and Toll Charges *9*

Telephone Costs *9*

Expenses Not Allowable on Travel Vouchers 10

Alcoholic Beverages. *10*

Political Donations, Charitable Contributions, or Gifts *10*

Parking Tickets *10*

How To Complete Travel Voucher 10

Additional Notes 11

Special Exceptions to Regulations *11*

Recruitment Meetings *11*

Tax Reporting *11*

Special Information Regarding Contractors and Board Members 12

Reimbursement By Other Agencies 12

Travel Resources 12

Attachments 13

Guidelines for Travel Reimbursement

Authority for Travel

The Standardized Travel Regulations issued jointly by DMB Travel Services, DMB Office of Financial Management and the Department of Civil Service have been established to provide an equitable means for reimbursing individuals for necessary state business travel expenses. In no way should travel expense reimbursement be viewed as a source of supplemental income or profit to the individual.

Employees are expected to pay their own individual travel expenses, with the exception of airfare. Travel advances are available. See Cash Advances for Travel.

All out-of-state travel must be authorized by the Deputy Director on form DMB-34 prior to actual travel.

MAIN Vendor Registration

New employees or employees who have not previously submitted a travel voucher must register on MAIN at the vendor registration website www.cpexpress.state.mi.us in order to receive reimbursement. Travelers who want to set up EFT payments for travel reimbursements or want to make changes to EFT set up (bank account changes, etc) should access this website and follow the instructions. Any address changes or updates must also be completed by the employee on the above website.

Use of Contracted Travel Agency

Conlin Travel is the current contracted travel agency. The use of Conlin Travel is not required for airline reservations. However, travelers are expected to work with Conlin Travel to identify the best travel rate for their destination and to identify a need for a refundable fare if necessary (likelihood of needing a change at the last minute, etc). State policy Standardized Travel Regulations Section 5.2 states "All travelers should purchase the least expensive accommodations available on any one flight..."

Please remember that making your reservations 21 days or more in advance for air travel will help you find more affordable rates.

Also, each airline has their own rules regarding non-refundable tickets. Please be aware of these rules when canceling travel plans. Contact Conlin Travel as soon as possible when canceling travel plans so they are aware of any unused tickets that may be available for your next trip.

Hotel reservations in excess of the state rate, excluding conference hotels, are to be made through Conlin Travel as provided in Standardized Travel Regulations Section 6.8.

Reservations can be made through Conlin Travel at 1-877-654-2179

Conlin Travel offers an on-line reservation tool, Rearden Personal Assistant. For assistance in the on-line reservation system you can call eServices Technical Assistant at 1-888-387-3536. For additional information on this option and training, please contact Ronda Whiting at (517)-322-5110 or whitingr1@michigan.gov.

Timing for submission of travel vouchers

Travel vouchers should be submitted within 15 days after the conclusion of travel unless expenses total less than $25 per calendar quarter in which case the calendar quarter should be considered as the travel reporting period.

Cash Advances for Travel

Cash advances are available upon request when 70% of estimated travel expenses exceed $175.00. DMB employees should complete DMB-34 Request for Out of State Travel Authorization and Instate and Out-of-State Travel Expense Advance form. Travel advance forms must be submitted at least 10 days prior to departure. Travel advances **will not** be processed without the employee ID number of the employee. The DMB-34 form can be found on the Intranet, Forms page as DMB34.

Rewards or Promotional Items Received While in State Travel Status

Promotional items earned or received as a consequence of state paid travel are the property of the state. In accordance with Administrative Circular No. 38, promotional items, such as frequent flyer miles, tickets offered because of "bumping," etc., when acquired through travel at state expense, they are the property of the state and must not be used for personal benefit. Return all tickets, coupons or other promotions to the state's travel agency for credit to the State, and notify Kay Baker, Accounts Payable Supervisor in DMB Financial Services of any promotions earned.

Mileage

Mileage Rates

The current mileage rates can be found on the Internet, under Travel Rates and Select Cities. Two mileage reimbursement rates are available for miles driven on personal vehicle:

Standard Mileage Rate:

Drivers who receive prior approval to use privately owned vehicles for official state government business, in lieu of available state motor vehicles, are reimbursed at the standard mileage rate.

Premium Mileage Rate:

Drivers are eligible for premium mileage reimbursement **if:**

- No state vehicle is available, and no VTS motor pool is maintained at departure location, **or**
- An occasional daily travel assignment is less than 100 miles (round trip) and driver has not refused the use of an available motor vehicle.

Drivers who refuse assignment of an available state motor vehicle and use their privately owned vehicle are reimbursed at the standard mileage rate even when an occasional daily travel assignment is less than 100 miles.

State vehicle motor pools are maintained in Detroit, Lansing, Traverse City and Escanaba. When travel originates from one of these locations, documentation of the request for a state vehicle and the denial (that vehicle is not available) must accompany all requests for Premium mileage reimbursement if the travel assignment exceeds 100 miles.

The premium rate is normally used by board members, commissioners, contractors, or out-state employees, who do not have access to VTS vehicles.

Travelers cannot receive any combination of premium and standard mileage reimbursement for the same travel day.

Claiming Miles

- Claim city-to-city (departure city to destination city OR point-to-point) miles as shown on the official State of Michigan transportation map or use the MapQuest website. Point-to-point mileage can also be found at the Department of Transportation site at: http://mdotwas1.mdot.state.mi.us/public/distcalc/Distance.cfm. Also, see Attachment 1 for mileage from Lansing to various Michigan cities.

- Any miles driven in excess of point-to-point should be reported as vicinity miles on a separate line. These miles must be accompanied by an itinerary of the day or otherwise explained.

- When traveling from home to a destination (not the official work station), claim the shorter of the two distances of home to the destination OR official work station to the destination.

- Remember you cannot claim commuting (home to official work station or official work station to home) miles.

Meals

Meal Rates: Meal allowance schedule can be found on the Internet, under Travel and Select Cities.

Travelers are eligible to receive meal reimbursement based on the following criteria:

- When departing and arriving – Departure and arrival times determine meal eligibility. For meal reimbursement the following schedule **must** be used.

  Breakfast – Travel **must** commence **PRIOR** to 6:00 AM & **extend beyond** 8:30 AM
  Lunch – Travel **must** commence **PRIOR** to 11:30 AM & **extend beyond** 2:00 PM
  Dinner – Travel **must** commence **PRIOR** to 6:30 PM & **extend beyond** 8:00 PM

Any meals claimed outside the above parameters will be questioned and/or denied.

- There are four types of meal reimbursements – In-State, Michigan Select City, Out-of-State, and Out-of-State Select cities. Refer to the rate schedule for details. Select cities are those cities for which a higher reimbursement rate is allowed. A listing of current select cities can be found on the Internet, under Travel and Select Cities.

- Meal claims should be entered in the appropriate column, i.e., "With Overnight" OR "Without Overnight."

- Meal claims NOT involving overnight trips (or day meals) are taxable. Appropriate taxes are withheld from day meals and these amounts are included in traveler's W-2 as "other income."

- Effective November 1, 2008, employees will be required to submit meal receipts when requesting reimbursement for meal expenses. The Standardized Travel Regulations have been revised to reflect this change. The Civil Service Commission approved the changes to the Standardized Travel Regulations on September 24, 2008.

- Original Itemized, dated receipts must be attached to the travel voucher, copies will not be permitted. The receipt should be cash register generated and include the place, date, time of the purchase, and amount paid to verify the correct reimbursement amount. Credit card statements or summary credit card slips are not acceptable in lieu of a receipt.

- The meal must be purchased within the starting and ending time of travel. For example, items purchased at a grocery store the night before travel occurs are not reimbursable. Only single meal items consumed during the meal period are acceptable. Bulk quantity items such as bags of apples, loaves or bread, cases of water, etc. will not be allowed

- For full-day meals (breakfast, lunch and dinner) with an over-night stay, the meals and receipts will be considered in total (not individually) and cannot exceed the total meal reimbursement for the day.

- The actual amount paid for food, non-alcoholic drink, sales tax and tip is reimbursable up to the allowable meal rate. If the tip amount is not printed on the receipt, a handwritten notation of the amount of the tip is acceptable.

- Meal reimbursement requests made by an employee cannot include the purchase of a meal intended for someone other than the employee. Only the actual amount expended, up to the allowable rate, will be reimbursed.

- The amount of reimbursement will be the amount of the actual meal expense, as noted on the receipt, or the allowed meal rate, whichever is less.

- Any exceptions to the above will be evaluated on an individual basis.

Non- Reimbursable Meals:

If lodging or other travel includes a breakfast or other meal, the traveler is not entitled to reimbursement for that meal. Please review the following for additional clarification.

- When the meal is identified as a "hot breakfast", "deluxe" or "super" continental breakfast that could include hot entrees, wide variety of Danish, muffins, rolls, cereals, fruits, juices, etc., there will be no additional reimbursement provided.

- When a provider offers a limited selection such as a continental breakfast with a small selection of rolls, Danish, donuts, etc., coffee and perhaps juice and fruit or the meal is found to be inadequate; reimbursement can be sought with sufficient justification (i.e., receipts, explanation) for reimbursement.

- When the air travel includes a snack or there is a manager's reception at the lodging, these will not be considered as a meal and reimbursement can be sought with receipts, if eligible for a meal reimbursement

Guest Meals/Business Meals:

Do not include the cost of meals of another state employee on a Travel Expense Voucher. The meal cost of non-state employees must have prior approval of the office director and comply with Standardized Travel Regulation 7.8. An explanation of why the meeting was required over the meal hour, meal receipts, description of what was discussed, and a list of the attendees must be provided. Guest meal rates are the same as those applied to state employees.

Group Meeting Rates:

Section 6.8(b) of the Standardized Travel Regulations allows state employees to be reimbursed for actual meal expenses not exceeding the group meeting rates listed above for prearranged meetings called by a commission, department or office director.

All prearranged meetings not held in state facilities for which there is a room charge must have the prior approval in writing of the Department Director or their designee. A request for authorization should include an explanation for the meeting, why it is necessary to hold it over the meal hour, and a listing of those attending. Normally, meals at staff meetings are not approved. The approved request for authorization should accompany the travel voucher.

Meals within Official Work Stations:

Employees should be aware that meals within their official workstation are not reimbursable unless authorized by their supervisor and they were required to attend a conference or meeting within the official workstation. Appropriate documentation must be provided to support the reimbursement.

The Lansing metropolitan area includes City of Lansing, East Lansing, Okemos, Haslett, Williamston, Grand Ledge, Potterville, Holt, DeWitt, Martin Luther King Blvd. Facilities, Capital City Airport, State Secondary Complex and other adjacent offices and/or facilities.

The Detroit Metropolitan area is bounded by: Fourteen Mile on the north, Inkster Road on the west, Pennsylvania Road on the south, and the Detroit River and Lake St. Clair on the east. The following municipalities all are within this Detroit Metropolitan official workstation.

Allen Park
Berkley
Beverly Hills
Bingham Farms
Centerline
Dearborn
Dearborn Heights
Detroit
Eastpointe
Ecorse
Ferndale
Franklin
Fraser
Grosse Pointe
Grosse Pointe Farms
Grosse Pointe Park
Grosse Pointe Shores
Grosse Pointe Woods
Hamtramck
Harper Woods
Hazel Park
Highland Park
Huntington Woods
Lathrup Village
Lincoln Park
Madison Heights
Melvindale
Oak Park
River Rouge
Roseville
Royal Oak
St. Clair Shores
Southfield
Southgate
Taylor
Warren
Wyandotte

The official workstation must be shown on an employee's travel voucher.

Lodging

Lodging Rates: The current reimbursement rate for hotels can be found on the Internet under Travel Rates and Select Cities. Applicable hotel rate plus taxes may be reimbursed. The following alternatives are available:

- Hotel reservations can be made by the traveler at the "Approved Rate" as listed in the Hotel Listing Guide. Reimbursement is actual cost with a receipt.

- Reservations in excess of the "State Rate" or the "Approved Rate" need to be made through Conlin Travel. Reimbursement is actual cost with a receipt and a copy of your confirmation from Conlin Travel.

- Taxes are reimbursable in addition to lodging expense and should be included in the lodging total with an actual receipt.

- If a spouse accompanies an employee, the lodging reimbursement is limited to the single room rate or the state maximum rate whichever is less.

- Hotel reservations for conferences, conventions and meetings can be at the hotel where the conference is located even when the rate exceeds state's "approved rate." Therefore, the conference rate is approved for reimbursement.

This link will connect you directly to the Hotel Listing, which is updated on a regular basis: Internet - Hotel Listing.

Miscellaneous Expenses

Airport Parking

In conjunction with air departures, and in lieu of leaving a state vehicle parked at an airport, an employee may be reimbursed at the premium mileage rate when using a personal vehicle and will be reimbursed for the parking fee.

If the employee chooses to be driven to and picked up from the airport, to avoid leaving a state vehicle or personal vehicle parked, the employee may be reimbursed the premium mileage rate for the round trip travel to and from the airport.

Incidental Costs, such as tips

The incidental rate of $2 per day is to reimburse the traveler for expenses associated with an overnight stay (i.e. bellhops, porters, housekeeping). The day is defined as a 24-hour period or per night lodging. For example, you have one night's lodging and tip the bellman or porter. You may seek reimbursement for a maximum expense of $2. Even though you check in on Tuesday and leave on Wednesday, you cannot claim $4 in incidental costs.

Parking and Toll Charges

Reimbursement for toll and parking charges is allowed, including metered parking. Receipts should be attached to the travel voucher if obtainable.

Telephone Costs

Covered telephone costs including state-issued cellular phones should be state business related and minimized in travel status with use of a telephone credit card. Where unavoidable, the cost of telephone calls may be reimbursed on the travel voucher under the "other expense" column with a footnote indicating telephone costs. The cost should be supported by the detail on the lodging bill or a telephone billing and should be marked as business related. For overnight work trips, a brief call home is authorized each night.

Expenses Not Allowable on Travel Vouchers

Alcoholic Beverages.

Reimbursement for alcoholic beverages or bartender service is never allowed.

Political Donations, Charitable Contributions, or Gifts

Tickets to political events, charitable fund raisers, and retirement dinners are never allowed. The actual cost of the meal provided at the event would be allowable with prior approval of the department director.

Parking Tickets

Parking tickets received while on state business are not reimbursable and are the responsibility of the traveler.

How to Complete Travel Voucher

Required Information. Incomplete or illegible travel vouchers will be rejected back to the traveler.

- Employee name
- Business phone number
- Agency name
- Employee identification number must be correct and legible – employee social security numbers are not required.
- Home address is still required even if reimbursement is made via electronic fund transfer (EFT).
- Official work station: building and city as designated according to Section 4 of the Standardized Travel Regulations.
- Permanently assigned state vehicle number – if applicable
- Travel advance and amount – if applicable
- Nature of official business – provide detailed explanation for travel. General statements such as "state business" are not sufficient.
- Period covered – the period travel voucher is submitted for
- Day of month – enter the travel date for example 10/15 for October 15th. Enter travel claims in chronological order.
- Travel Description Point-to-Point – The travel description must include the city of departure, the destination city (location of the field assignment), and the city of return. For example: Point-to-point miles = Lansing-Detroit-Lansing. Point-to-point and vicinity miles should be listed on separate lines. Vicinity miles in excess of 50 miles must be explained with a note.
- Departure and Return times – Use time format of "hour:minutes" and an "A" or "P" for time of day (8:00A or 6:30P)
- Personal Miles – Record miles driven on a personal vehicle. These are the miles traveler is claiming for reimbursement. Do not include any miles driven for personal use (for example, sight seeing or shopping trips, etc. while in travel status). See Attachment 1 for point-to-point mileage chart. For additional cities you may use State of Michigan official transportation map or mapquest web site.

- Lodging – enter amount for lodging. Amounts claimed in this column must be supported by lodging receipts.
- Meals / Overnight – Include meal claims while in overnight travel status – non-taxable meals.
- Meals / Without Overnight – Include meal claims for day trips – taxable meals.
- Other Expense Amount – Other expenses such as parking, toll, tips, phone, etc. should be supported with receipts. If receipts are not available, it should be explained on the travel voucher with a note.
- Total amount of daily travel claims should be entered in the last column (Daily Total).
- Total amount of travel claims from the last column for the travel period should be correctly added-up and entered as the grand total.
    - In case incorrect entries are discovered on the travel voucher, Accounts Payable staff corrects errors and enters the correct amount on the travel voucher as outlined in the Standardized Travel Regulations and this guide.
    - Remember that actual travel reimbursement amount received may differ from what is claimed on travel voucher due to rounding, error corrections, and/or taxes withheld on day meals.
- Index Number(s) that travel is being reimbursed against must be indicated in the Index column in the bottom left hand corner of the voucher.

Contractors and Consultants on long-term assignments, who are on the state payroll, are coded as regular state employees.

Signatures. Both the traveler and the immediate supervisor must sign their full names. The signature of the immediate supervisor substantiates the expenses reported as reimbursable state expenses. For contractors and board members, the signature of the agency director substantiates for the expenses reported. Name stamps and initials will not be accepted.

See Attachment 2 for a sample of completed travel voucher.

Additional Notes

Special Exceptions to Regulations

Contact Ronda Whiting at 517-322-5110 or whitingr1@michigan.gov at DMB Travel Services to get current out-of-country travel expense rates.

Recruitment Meetings

Recruitment meetings with potential candidates are eligible for group meeting rates, provided approval has been given from the office director.

Tax Reporting

Reimbursement for mileage at premium rates and meal expenses, when no overnight stay occurs, are viewed by the Federal Internal Revenue Service as reportable and potentially taxable income. Accordingly, such payments, if taxable, will be totaled for the calendar year on the employee's W-2 statement as "Other Income" and the calculated

taxes will be withheld from the respective travel reimbursement. In some specific situations, other travel reimbursement may be taxable based upon guidance from the Internal Revenue Service. When this occurs, accounts payable staff will notify the traveler of the possible tax withholding from the travel reimbursement.

Special Information Regarding Contractors and Board Members

When contractors and consultants are on extended assignments with the State, the Contract Manager and Acquisitions Services may negotiate reimbursement rates that cover meals and or lodging. These rates cannot exceed those established by the Department of Civil Service for employee reimbursement.

Reimbursement by Other Agencies

Questions should be directed to DMB Financial Services. The employee submits travel vouchers for all travel on state time, even if part or all expenses are to be reimbursed by another agency, whether state, federal, or professional organizations. This procedure should be followed to ensure that IRS reportable travel expenses are recorded; the employee is not harmed or benefited by differences in reimbursement rates between the state and reimbursing agency,

Travel Resources

Travel links:

Travel expense Vouchers – DMB-23 has been revised for DMB employees. Use the form that requires Employee ID. The DMB-23 can be found on the DMB Intranet site at: http://connect.michigan.gov/portal/site/dmb/. (Log-in, click on Forms, look under "DMB Forms for Use by DMB Employees Only")

Out-of-State Travel Authorization and Advance Request – DMB-34 has been revised for DMB employees. Use the form that requires Employee ID. The DMB-34 can be found on the DMB Intranet site at: http://connect.michigan.gov/portal/site/dmb/. (Log-in, click on Forms, look under "DMB Forms for Use by DMB Employees Only")

DMB Travel Guidelines – Can be found on the DMB Intranet site at: http://connect.michigan.gov/portal/site/dmb/. (Log-in, click on Business Services, click on Travel Services, click on "Travel Guide")

Standardized Travel Regulations are available on the Internet at: Internet - Travel Regulations.

Current Mileage and meal reimbursement rates can be found on the DMB Internet, at: Travel Rates and Select Cities.

MAIN Vendor Registration – Contract & Payment Express can be found on the Office of State Budget site at: www.cpexpress.state.mi.us.

Questions

For questions, contact the following employees:

Kay Baker – 517-373-8806 BakerK@Michigan.Gov.
Uday Malavia – 517-335-1567 MalaviaU@Michigan.Gov.

See Attachment 3 for frequently asked questions and answers

Attachments

Attachment 1 – Mileage from Lansing to various Michigan and out-of-state locations
Attachment 2 – Sample of Completed Travel Voucher
Attachment 3 – Frequently Asked Questions and Answers

ATTACHMENT 1

Mileage from Lansing to various Michigan and out-of-state locations

Mileage from Lansing to:		Mileage from Lansing to:		Mileage from Lansing to:	
Ackerson Lake	46	Beal City	76	Burlington	59
Acme	186	Bear Lake	180	Burr Oak	90
Ada	59	Bear Track	174	Burt Lake	205
Addison	56	Beaverton	97	Burton	55
Adrian	73	Belding	53	Byron Center	67
Afton	202	Bellaire	192	Cadillac	126
Akron, MI	85	Belle Isle	97	Caledonia	63
Akron, OH	103	Belleville	79	Calumet	504
Albany NY	642	Bellevue	33	Camden	783
Albion	40	Belmont	71	Camp Klett	125
Alger	121	Benton Harbor	123	Camp Nakomis	485
Algonac	115	Benzonia	170	Canton Twp.	81
Allegan	85	Bergland	505	Capac	89
Allendale	79	Berkley	75	Capitol City Airport	5
Allen Park	89	Berrien Center	126	Carleton	94
Alma	49	Berrien Springs	129	Caro	98
Almont	90	Bessemer	530	Carp Lake	225
Alpena	214	Beulah	170	Carrollton	72
Alto	46	Beverly Hills	73	Carson City	44
Anderson	209	Big Bay	418	Carsonville	131
Ann Arbor	62	Big Rapids	107	Caseville	131
Argentine	51	Bingham Farms	71	Casnovia	94
Arlington, VA	594	Birch Run	65	Cass City	113
Armada	101	Birmingham	76	Cassopolis	112
Ashley	34	Bitely	129	Cedar	186
Athens	74	Blaney Park	195	Cedar Lake	63
Atlanta, MI	202	Blissfield	84	Cedar Springs	78
Attica	77	Bloomfield	73	Cement City	51
Auburn	85	Bloomfield Hills	75	Centerline	85
Auburn Heights	84	Bloomingdale	95	Centerville	94
Auburn Hills	73	Bolles Harbor	104	Central Lake	200
AuGres	125	Boyne City	194	Charlevoix	206
Augusta	58	Boyne Falls	188	Charlotte	22
Bad Axe	134	Boyne Highlands	215	Cheboygan	216
Bagley	402	Boyne Mountain	188	Chelsea	47
Baldwin	134	Bradley	61	Chesaning	47
Bancroft	28	Brant	54	Chicago	220
Bangor	98	Breckenridge	54	Chicago O'Hare Airport	260
Baraga	462	Brethren	165	Chief	168
Bark River	382	Bridgeport	71	Cincinnatti, OH	351
Barryton	97	Brighton	45	Clare	80
Bath	11	Brimley	285	Clarenceville	65
Battle Creek	50	Britton	78	Clarkston	76
Bay City	82	Bronson	80	Clarksville	42
Bay de Noc	383	Brooklyn	53	Clawson	80
Bay Port	124	Brown City	99	Clear Lake Camp	56
Bay Shore	208	Bryon	32	Cleveland, OH	230
Bay View	206	Buchanan	131	Clifford	95

Mileage from Lansing to:	
Climax	61
Clinton	66
Clinton Twp.	92
Clio	59
Cohoctah	48
Coldwater	65
Coleman	90
Coloma	112
Colon	80
Columbiaville	74
Columbus, OH	252
Colwell	107
Comstock	66
Comstock Park	66
Concord	52
Constantine	98
Coopersville	86
Copemish	156
Copper Harbor	537
Corruna	34
Covert	126
Croswell	122
Crown Pointe	207
Crystal	54
Crystal Falls	453
Custer	156
Cutlerville	68
Daggett	410
Dansville	21
Davisburg	58
Davison	58
Dearborn	84
Dearborn Heights	83
Decatur	100
Deckerville	138
Deerfield	85
Delta College	81
Delton	59
Detour	286
Detroit	85
Detroit Metro Airport	88
Dewitt	11
Dexter	69
Dimondale	9
Dorr	77
Doster	69
Douglas	110
Douglas Lake	121
Dowagiac	117
Dowling	47
Drayton Plains	71

Mileage from Lansing to:	
Druden	85
Dryden	86
Dundee	86
Durand	32
Eagle	15
Eagle Harbor	526
Eagle River	517
East Detroit	88
East Jackson	48
East Jordan	198
East Lansing	3
East Leroy	64
East Rockwood	97
East Tawas	147
Eaton Rapids	17
Eau Claire	124
Ecorse	90
Edmore	71
Edwardsburg	125
Elk Rapids	130
Elkton	147
Ellsworth	204
Eloise	84
Elsie	33
Erie	110
Escanaba	371
Essexville	85
Evart	107
Fair Haven	107
Fairgrove	97
Fairview	173
Falmouth	130
Farmington	65
Farmington Hills	76
Farwell	85
Fennville	104
Fenton	56
Fenwick	50
Ferndale	77
Filer City	176
Flat Rock	95
Flint	51
Flushing	51
Fort Custer	56
Fowler	28
Fowlerville	25
Frankenmuth	71
Frankfort	177
Franklin	71
Fraser	95
Freeland	79

Mileage from Lansing to:	
Freeport	45
Freesoil	178
Fremont	110
Fruitpport	95
Galesburg	63
Garden	344
Garden City	81
Gaylord	168
Genesee	60
Gibraltar	99
Gladstone	362
Gladwin	107
Glen Arbor	201
Gobles	90
Goodells	103
Goodrich	67
Gould City	287
Gowen	70
Grand Blanc	54
Grand Haven	96
Grand Ledge	11
Grand Marais	356
Grand Rapids	66
Grand Rapids Airport	70
Grand Valley State	77
Grandville	67
Grant	99
Grass Lake	48
Grayling	141
Greenville	61
Gregory	37
Grosse Isle	102
Grosse Point	97
Grosse Point Farms	97
Grosse Point Park	99
Grosse Point Shores	96
Grosse Point Woods	95
Grover Mine	445
Gull Lake	63
Gwinn	395
Hale	142
Hamilton	98
Hammond IN	200
Hamtramck	85
Hanover	59
Harbor Beach	152
Harbor Springs	214
Harper Woods	93
Harris	385
Harrison	94
Harrisville	178

Mileage from Lansing to:	
Harsens Island	129
Hart	139
Hartford	102
Hartland	45
Haslett	7
Hastings	44
Haven Hill	57
Hawthorne Center	69
Hazel Park	82
Hell	45
Hemlock	53
Hershey	140
Hesperia	120
Hidden Valley Lodge	181
Higgins Lake	129
Highland	50
Highland Park	82
Hilliards	80
Hillman	198
Hillsdale	70
Holland	87
Holly	61
Holt	7
Homer	49
Honor	177
Hooper	60
Hopkins	89
Horton	49
Houghton	489
Houghton Lake	120
Houghton Point	132
Howard City	90
Howell	34
Hubbard Lake	203
Hudson	66
Hudsonville	75
Hunt Creek	202
Huntington Woods	79
Ida	94
Imlay City	82
Indian River	198
Indianapolis IN	248
Ingalls	415
Inkster	81
Interlochen	170
Ionia	39
Iron Mountain	423
Iron River	469
Irons	155
Ironwood	550
Ishpeming	402

Mileage from Lansing to:	
Ithaca	39
Jackson	38
Jamestown	74
Jenison	70
Johannesburg	182
Jones	101
Jonesville	65
Kalamazoo	75
Kalkaska	163
Kawkawlin	90
Keego Harbor	71
Keeler	107
Kelloggsville	65
Kensington Park	53
Kent City	89
Kentwood	65
Kinde	151
Kingsley	157
Kingston	105
L'Anse	457
Lafayette IN	278
Laingsburg	18
Lake	94
Lake Chenung	86
Lake City	129
Lake Fenton	54
Lake Odessa	32
Lake Orion	80
Lakeview	79
Lakeville	90
Lambertville	108
Lamont	78
Lapeer	69
Lathrup Village	74
Lawrence	97
Lawton	92
Leland	195
Lenawee	79
Lennon	43
Leonidas	83
Leroy	135
Leslie	24
Lewiston	175
Lexington	130
Lewiston	175
Lincoln	188
Lincoln Park	88
Linden	55
Litchfield	57
Livonia	70
Louisville KY	356

Mileage from Lansing to:	
Lowell	51
Ludington	159
Luzerne	164
Lyons	31
McBain	120
Mackinac City	222
Macomb	96
Madison Heights	82
Madison WI	354
Mancelona	179
Manchester	59
Manistee	171
Manistique	318
Manitou Beach	58
Manton	137
Maple City	188
Maple Rapids	31
Marcellus	99
Marine City	121
Marion	118
Marlette	103
Marne	70
Marquette	391
Marshall	42
Martin	91
Marysville	123
Mason	14
Mattawan	85
Maybee	99
Mayville	90
Mecosta	86
Melvindale	89
Memphis	99
Mendon	78
Menominee	423
Merrill	66
Mesick	149
Metamora	78
Michigan Center	44
Michigan State Fair Grounds	79
Middleton	37
Middleville	56
Midland	86
Milan	78
Milford	59
Millett	6
Millington	82
Mindon	138
Mio	164
Moline	76
Monroe	101

Mileage from Lansing to:	
Montague	121
Montrose	58
Morenci	81
Morley	93
Morrice	21
MSU-Oakland	79
Mt. Clemens	95
Mt. Morris	57
Mt. Pleasant	65
Muir	34
Mulliken	18
Munising	248
Munith	34
Muskegon	102
Muskegon Hts.	102
Nadeau	401
Nankin Mills	73
Napoleon	49
Nashville	34
Nazareth	72
Negaunee	401
New Baltimore	100
New Boston	89
New Buffalo	146
New Era	128
New Haven	106
New Hudson	53
New Lothrop	49
New Troy	147
Newaygo	98
Newberry	298
Newport	99
Niles	126
New Adams	60
North Branch	88
Northland	395
Northport	199
Northville	64
Nottawa	84
Novi	61
Nunica	88
Oak Park	75
Oakland University	79
Oakley	41
Okemos	8
Old Mission	189
Olivet	33
Omer	116
Onaway	215
Onekema	181
Onondaga	30

Mileage from Lansing to:	
Onsted	63
Ontonogan	511
Orchard Lake	71
Orleans	49
Ortonville	74
Oscoda	162
Oshtemo	77
Osseo	74
Otisville	72
Otsego	76
Otter Lake	75
Ovid	27
Owosso	31
Oxford	82
Palo	50
Paradise	293
Parchment	77
Paris	112
Parma	44
Paw Paw	88
Peck	115
Pellston	215
Penfield	47
Pentwater	147
Perrinton	36
Perry	20
Petersburg	91
Petoskey	202
Pewamo	34
Pickford	277
Pigeon	128
Pincconing	100
Pinckney	44
Pine Lake	68
Plainwell	77
Pleasant Ridge	81
Plymouth	70
Pontiac	70
Port Austin	150
Port Hope	160
Port Huron	121
Port Sanilac	134
Portage	79
Portland	21
Potterville	15
Powers	393
Prattville	73
Prescott	130
Prudenville	125
Pt. Moulee	103
Pullman	100

Mileage from Lansing to:	
Quakertown	67
Quincy	70
Rapid River	356
Ravenna	89
Reading	82
Redford	74
Reed City	119
Reese	82
Remus	85
Richland	69
Richmond	115
River Rouge	90
Riverdale	59
Riverside	117
Riverview	97
Rives Junction	27
Rochester	80
Rockford	73
Rockwood	95
Rogers City	237
Romeo	94
Romulus	85
Roosevelt Park	100
Roscommon	141
Rose City	144
Rosebush	71
Roseville	91
Rothbury	120
Royal Oak	78
Rudyard	262
Saginaw	72
Saline	76
Samaria	103
Sandusky	122
Sandford	93
Saranac	37
Saugatuck	98
Sault Ste. Marie	278
Schoolcraft	91
Scotts	58
Scottville	162
Sebewaing	110
Selfridge ANG Base	98
Shaftsburg	14
Shanty Creek	190
Shelby	132
Shelbyville	89
Shepherd	56
Sheridan	55
Shingleton	346
Sidney	61

Mileage from Lansing to:	
Silver Lake	146
Six Lakes	77
South Haven	110
South Lyon	57
Southfield	71
Southgate	95
Sparta	76
Spring Arbor	45
Spring Lake	91
Springport	28
Spruce	193
St. Charles	52
St. Clair	128
St. Clair Shores	98
St. Ignace	231
St. Johns	18
St. Joseph	119
St. Louis	47
St. Mary's Lake	44
Stambaugh	469
Standish	110
Stanton	61
Stanwood	97
Sterling	115
Sterling Hts.	88
Stevensville	125
Stockbridge	34
Stone Point	92
Sturgis	90
Sunfield	25
Suttons Bay	186
Swartz Creek	40
Tawas City	145
Taylor	92
Taylor Center	85
Tecumseh	72
Tekonsha	54
Temperance	104
Thompsonville	156
Three Oaks	145
Three Rivers	97
Tippee Dam	156
Toledo OH	116
Topinbee	202
Torch Lake	206
Traverse City	176
Trenton	99
Tri City Airport	76
Troy	82
Trufant	76
Tuscola	86

Mileage from Lansing to:	
Tustin	139
Twin Lake	114
Twining	124
Tyre	129
Ubly	131
Union City	64
Union Lake	68
Union Pier	142
Unionville	104
University City	81
Utica	85
Van Dyke	84
Vandalia	105
Vanderbilt	178
Vandercook Lake	43
Vassar	83
Vermontville	26
Vestaburg	67
Vicksburg	77
Wakefield	526
Walden Woods	46
Waldron	75
Walker	71
Walkerville	139
Walled Lake	61
Walloon Lake	197
Walton	145
Walton Heights	263
Warren	85
Washington	91
Washington D.C.	574
Washtenaw College	68
Waterford	77
Waterloo	42
Watervliet	107
Wayland	81
Wayne	82
Webberville	20
Weidman	84
West Bloomfield	62
West Branch	139
Westland	82
Westphalia	24
White Cloud	109
White Lake	56
White Pigeon	100
Whitehall	118
Whitmore Lake	53
Whittemore	132
Williamston	14
Willow Run	77

Mileage from Lansing to:	
Wilson	388
Winn	75
Wolverine	188
Wood Creek Farms	91
Woodhaven	97
Woodland	30
Wyandotte	97
Wyoming	68
Yale	108
Yorkville	60
Ypsilanti	72
Zeeland	83
Zilwaukee	74
Secondary Complex to Lansing	9
Secondary Complex to Detroit	100
Secondary Complex to Grand Rapids	24
Secondary Complex to Flint	60

Official Workstation boundaries:
The Detroit Metropolitan area is bounded by: Fourteen Mile on the north, Inkster Road on the west, Pennsylvania Road on the south, and the Detroit River and Lake St. Clair on the east.

The Lansing Metropolitan area includes: City of Lansing, East Lansing, Okemos, Haslett, Williamston, Grand Ledge, Potterville, Holt, DeWitt, Martin Luther King Blvd. Facilities, Capital City Airport, State Secondary Complex, and other adjacent offices and/or facilities.

Attachment 2

Sample of Completed Travel Voucher

TRAVEL EXPENSE VOUCHER
MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET
TYPE OR PRINT

APPROP. YEAR	MAIN-FACS AGY. NO.	VOUCHER NO
PAGE/OF	CHECKED / AUDITED	

EMPLOYEE NAME	BUSINESS PHONE	MAIN - FACS AGENCY NAME	EMPLOYEE ID#	MAIL
State Employee	555-1234	DMB - Name of your office	123456	P01

HOME ADDRESS - STREET	CITY	STATE	ZIP CODE
123 Any Street	Any Town	MI	54321

OFFICIAL WORK STATION CITY & BL	PERMANENTLY ASSIGNED STATE CAR #	TRAVEL ADVANCE	ADVANCE AMOUNT
Lansing - Cass Bldg.	N/A	None	N/A

EFFECTIVE DATE	DUE DATE	INTF	PDT	DMI	BANK ID	TRAVEL AUTH.ADV. ID	SUFFIX	SERVICE DATE

CONTACT PERSON	BUSINESS PHONE	NATURE OF OFFICIAL BUSINESS (PURPOSE/DESCRIPTIO	PERIOD COVERED
Kay Baker	373-8806	Attend Meetings Regarding Travel Vouchers	FROM: 10/1/2006 TO: 10/15/2006

INSTRUCTIONS: FOR OUT-OF-STATE TRAVEL, ATTACH AN APPROVED REQUEST FOR OUT-OF-STATE TRAVEL AUTHORIZATION FORM
*MILEAGE - REFER TO DEPARTMENTAL GUIDELINES OR PROCEDURES IN THE USE OD STANDARD OR PREMIUM MILEAGE RATES.
*LODGING - INCLUDE TRAVEL AGENT CONFIRMATION NUMBER. SEE TRAVEL AGENT CONFIRMATION NUMBER FIELD AT BOTTOM OF PAGE.

COMMENTS
Attend travel voucher processing meeting

DAY OF MONTH	TRAVEL DESCRIPTION POINT TO POINT (INCLUDE STATE POOL VEHICLE #)	HOUR OF (AM/PM) DEPART	RETURN	*MILEAGE PERSONAL MILES	STD. AMT	PREM AMT	**LODGING ROOM CHARGES	MEAL AMOUNTS WITH OVERNIGHT	WITHOUT OVERNIGHT	OTHER EXPENSE AMOUNT	DAILY TOTAL
10/2	Lansing to Detroit and Return	8:00 AM	5:00 PM	170*		$75.65					$75.65
	Lunch								$ 8.75		$8.75
	Vicinity Miles			15		$ 6.67					$6.67
	Parking (Receipt Attached)									$ 10.00	$10.00
10/5	Lansing to Grand Rapids and Return - State										
	Vehicle ID #08-1234**	10:00 AM	5:00 PM								
	Lunch								$ 7.25		$7.25
	Parking (Receipt Attached)									$ 8.00	$8.00
10/10	Lansing to Traverse City	8:00 AM		176***	$ 57.73						$57.73
	Lunch and Dinner								$ 23.75		$23.75
	Lodging / Traverse City (Receipt Attached)						$ 72.15				$72.15
10/11	Traverse City to Lansing		5:00 PM	176***	$ 57.73						$57.73
	Breakfast and Lunch								$ 14.50		$14.50
	* = No State Vehicle available - See denial letter attached										
	** = Drove State Vehicle = No mileage claim										
	*** = Did not request State Vehicle										
		SUMMARY TOTALS			$115.46	$82.32	$ 72.15	$ -	$ 54.25	$ 18.00	
											$ 342.18

Numbers In Parentheses represent The Number Of Input Characters

INDEX (5)	PCA (5)	AOBJ (4)	GRANT OR PROJECT (6)	PH (2)	AG1 (4)		AG2 (4)		AG3 (6)	AGENCY USE		AMOUNT ($ OR %)
55667												
										TOTAL (% Must = 100%)		0

I certify all items of expense included above were incurred in the discharge of authorized official business and represent proper charges

EMPLOYEE SIGNATURE	DATE	SUPERVISOR APPROVAL SIGNATURE	APPROVAL DATE
State Employee	10/16/2006	*Employee's Supervisor*	10/16/2006

(LODGING) TRAVEL AGENT CONFIRMATION NUMBER(S):

MAKE PHOTOCOPIES FOR: -DEPARTMENT OR INSTITUTION -EMPLOYEE

DMB-23 OFM (Rev. 6/06)

Attachment 3

Frequently asked Travel questions

1. **When can I use Premium Mileage?**

   You can be reimbursed at the premium mileage rate, if you have requested a state vehicle and none was available or your trip was less than 100 miles.

2. **What is a group lunch and when can I use this rate?**

   A Group Meeting is defined as*: a meeting called by a Commissioner, Department Director or and Agency Head, and that which employees are required to attend as official representatives. This can include conventions, conferences, workshops and other department functions.* Group Meal rates would apply if the meal would fall under the above definition of a Group Meeting **and** the following criteria are met.

   - Meetings must be prearranged and called by a Commissioner, Department or Office Director.
   - Meals rates (if qualified) must not exceed the Group Meeting Rates for meal reimbursement.
   - All prearranged meetings not held in state facilities must have prior approval, in writing, of the Department Administrative Officer. The request for authorization should include an explanation for the meetings; why it is necessary to hold meeting over the meal hour; and a list of those attending the meeting.
   - Approved request for authorization should be attached to travel voucher.
   - Meals at staff meetings are not considered group meals and therefore are not approved.

3. **What do I need receipts for?**

   You must provide receipts for all lodging, parking (if not meter parking, and this should be clearly indicated on the travel voucher), meal reimbursements, bridge fares, taxi fares, toll charges, and any other miscellaneous (allowable) expenses that are on the voucher.

4. **What if I get a parking ticket during travel?**

   If you receive a parking ticket, it is your responsibility to pay the cost. The State does not pay or reimburse for parking tickets.

5. **When do I qualify for meal reimbursement?**

   You can be reimbursed for meals only if you are in travel status, you are outside your official workstation and you have started and ended your travel within the guidelines in the Standardized Travel Regulations. The departure and return times are:

Breakfast – Travel **must** commence **PRIOR** to 6:00 AM & **extend beyond** 8:30 AM
Lunch – Travel **must** commence **PRIOR** to 11:30 AM & **extend beyond** 2:00 PM
Dinner – Travel **must** commence **PRIOR** to 6:30 PM & **extend beyond** 8:00 PM

6. My payment was for less than I submitted for. Why?

- There are three reasons why your voucher may be for less than what you submitted:
- You rounded your dollar amounts up; the system does not round amounts up.
- Your voucher was only for mileage and the initiator added all amounts together and entered as one total amount, when this happens the amount can vary a few cents up or down.
- You submitted a voucher for reimbursement that IRS views as potentially taxable income.

7. What is a Select City?

A select city has been designated as a city for which a higher reimbursement for lodging and meals is allowed. For a current list of select cities, please go to: http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html.

8. What are vicinity miles and when do I use them?

Vicinity miles are defined as those miles that exceed the actual miles (point-to-point according to map) to and from a destination. Example: it is 85 miles to Detroit from Lansing and 85 miles return trip to Lansing for a total of 170 miles. If the entire trip were for 180 miles, there would be 10 additional miles that should be listed as vicinity miles on separate line in a travel voucher.

9. When can I claim tips and incidental expenses and how much can I claim?

An incidental rate of $2.00 per day (maximum) is allowed to reimburse travelers for expenses associated with an overnight stay (i.e. bellhops, porters, housekeeping). The day is defined as a 24-hour period or per night lodging.

10. Can I be reimbursed when I buy lunch for a guest?

You may be reimbursed for a non-state employee meal cost **ONLY** if you have the prior approval of the Department Director, it can be shown that such costs were necessary and incidental to the conduct of official business, and have met the requirements of Standardized Travel Regulation 7.8. An explanation of why the meeting was required over the meal hour, a description of the meeting agenda, meal receipts, and the appropriate approvals must be submitted with the travel expense voucher. The reimbursement for another state employee is not permitted; each state employee should submit a travel expense voucher for his or her individual expenses.

11. Can I ever receive a meal reimbursement when traveling within my workstation area?

The **ONLY** instance where a meal reimbursement within an official workstation is permitted is when "a meal reimbursement is authorized by sponsors of a conference or an official meeting as defined in the Standardized Travel Regulations 6.8." This instance will require that the appropriate documentation be included with the travel expense voucher. If you are attending such a meeting and you are released for the meal period you will not be eligible for any meal reimbursement within you official workstation.

12. When will I be reimbursed for my travel expenses?

You will be reimbursed for your travel expenses once you have submitted an approved and appropriately filled out travel expense voucher and Accounts Payable has entered and released the voucher for a warrant to be issued. Travel vouchers are processed within 5 days after receipt in Accounts Payable.

13. If I can find airfare cheaper than that contracted agency or contracted fare, can I book it myself?

Airfare and service fees will need to be paid directly by the traveler and submitted for reimbursement on a travel expense voucher. Appropriate approvals and justifications for not using the state contracted travel agency must be included with the travel expense voucher as well as the price that was given by Conlin Travel.

14. What if the traveler is not in ADPICS vendor file?

The traveler will need to register with MAIN in order to be reimbursed for any travel expenses. Being registered and receiving your checks through HRMN and DCDS does not automatically set you up to be able to receive reimbursement for travel vouchers. Different systems are used. For employee reimbursements the information must be submitted into ADPICS. To register on-line for ADPICS, go to: www.cpexpress.state.mi.us or call 517-373-4111.

15. Can I receive a travel advance for travel expenses?

A cash advance for travel is available upon request when **70% of estimated travel expenses exceed $175.00**. An Out of State Travel and Advance Request form must be submitted and the approved form submitted to Accounts Payable ***at least 10 days prior to the date of travel.*** If you receive an advance for travel and the advance amount exceeds the actual expenses incurred during travel you will need to reimburse the State of Michigan for the difference.

16. What is the workstation area for Lansing?

The Lansing Metropolitan area includes: City of Lansing, East Lansing, Okemos, Haslett, Williamston, Grand Ledge, Potterville, Holt, DeWitt, Martin Luther King Blvd. Facilities, Capital City Airport, State Secondary Complex, and other adjacent offices and/or facilities.

17. What is the workstation area for Detroit?

The Detroit Metropolitan area is bounded by: Fourteen Mile on the north, Inkster Road on the west, Pennsylvania Road on the south, and the Detroit River and Lake St.Clair on the east.

18. What is a traveler profile for?

A traveler profile assists Conlin Travel in arranging your travel. This information is confidential and is only used by Conlin Travel in facilitating travel reservations and is only on file at their office.

19. What are the current reimbursement rates and where can I find them?

The current reimbursement rates can be found at: http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html.

20. Can I be reimbursed for the taxes I am charged on my hotel bill?

The taxes charged on your hotel bill should be included in the reimbursement amount.

21. What is a non-reimbursable meal?

If your lodging or other travel includes breakfast or other meal, you are not entitled to reimbursement for that meal. The following is additional clarification.

- When the meal is identified as a "hot breakfast", "deluxe" or "super" continental breakfast that could include hot entrees, wide variety of Danish, muffins, rolls, cereals, fruits, juices, etc., there will be no additional reimbursement provided.
- When a provider offers a limited selection such as a continental breakfast with a small selection of rolls, Danish, donuts, etc., coffee and perhaps juice and fruit or the meal is found to be inadequate, reimbursement can be sought with sufficient justification (i.e., receipts, explanation) for reimbursement.
- When the air travel includes a snack or there is a manager's reception at the lodging, these will not be considered as a meal and reimbursement can be sought with appropriate receipts.

22. I am traveling out of state to a conference/meeting, what do I need to do?

The first thing that you will need to do is submit an Out of State Travel and Advance Request Form. If requesting an advance, you must submit the form to Accounts Payable at least 10 days prior to departure to ensure

that you receive the advance in time. If you are not requesting an advance, retain the approved form and attach to your travel expense voucher when travel is completed.

23. What about airport parking?

In conjunction with air departures, and in lieu of leaving a state vehicle parked at an airport, an employee may be reimbursed at the premium mileage rate when using a personal vehicle and will be reimbursed for the parking fee. If the employee chooses to be driven to and picked up from the airport, to avoid leaving a state vehicle or personal vehicle parked, the employee may be reimbursed the premium mileage rate for the round trip travel to and from the airport.

24. What expenses are not allowed on travel vouchers?

- Alcoholic Beverages - Reimbursement for alcoholic beverages or bartender service is never allowed.

- Political Donations, Charitable Contributions, or Gifts

- Tickets to political events, charitable fund raisers, and retirement dinners are never allowed. The actual cost of the meal provided at the event would be allowable with prior approval of the department director.

25. My travel expenses aren't very much each month; do I need to submit a voucher each month?

No, you may submit your travel vouchers on a quarterly basis if your expense total is less than $25.00 per calendar quarter. It is more cost efficient to process a voucher for at least $25.00 than to process vouchers for lesser amounts.

26. I approve travel vouchers for my staff, what do I need to be looking for?

As a supervisor and approver of your staff's travel expense vouchers, you should be fully aware of the Standardized Travel Regulations and should be reviewing travel vouchers for:

- Appropriateness of travel
- Appropriateness of reimbursements
- Documentation that supports the expenses (receipts, etc.)
- That the Travel Expense Voucher is filled out completely and correctly
- Appropriate approvals are attached for travel exceptions and out of state travel.
- That the correct meals and mileage rates are used.
- Both the traveler and the immediate supervisor must sign their full names. The signature of the immediate supervisor indicates substantiation for the expenses reported. Name stamps and initials will not be accepted.

27. How do I fill out the travel expense voucher?

You may fill out the travel expense voucher on line and then print or you can print the voucher form and fill it out in Ink. Please make sure that you fill out the voucher correctly. For details, refer to "How to complete a travel voucher" and Attachment 2 "Sample of Completed Travel Voucher" in this guide.

For further information on filling out a travel expense voucher see section 0420.02 Travel Expense Voucher of the Administrative Guide.

Incorrectly filled out vouchers or vouchers with incomplete documentation can cause delays in processing and receiving reimbursement.

28. I have an early morning meeting in Detroit; can I start my travel assignment from home?

Yes, an employee may start and terminate travel from home. Reimbursement for mileage will be the lower of the mileage reimbursement had the travel started or terminated at the official workstation. In no instance will an employee be reimbursed mileage between home and their official workstation.

29. When do I have to start submitting receipts for meal reimbursements?

Receipts for meals are required for business travel occurring on or after November 1, 2008

30. Can I purchase food prior to my travel to take with me and submit that receipt for meals?

No. All receipts must have the date of the purchase and be within the dates of official travel status. Items purchased at a grocery store the night before the travel occurs are not reimbursable. Only single meal items consumed during the meal period are acceptable, i.e., no bulk quantity items such as bags of apples, loaves of bread, sandwich meat, cases of water, etc.

31. Does the maximum published meal rate include the tip?

Yes. The total amount paid for food and non-alcoholic beverages including tax and service tip is reimbursable up to the maximum published meal rate.

32. My receipt does not include the cash tip I left the waitress. How can I claim the tip?

If the tip amount is not printed on the receipt, a handwritten notation of the amount of the tip is acceptable, as long as the tip amount is reasonable.

33. What is an acceptable receipt?

The receipt should be an original cash register generated receipt that includes the place, date and time of the meal to verify the correct reimbursement amount in accordance with the published meal rate.

34. Can I submit a copy of my credit card statement in lieu of a receipt?

No, Credit card statements are not acceptable.

35. Can I make copies of all my receipts to submit with my travel voucher?

No, all receipts must be the originals. The only exception would be if you are not in a location that has a state ID mail run, then a faxed or scanned copy of the receipt and voucher is acceptable. The original receipt must be maintained by the employee for audit purposes.

36. Another employee is traveling with me and we share a pizza for dinner, one of us pays the entire bill. How do we submit for meal reimbursement?

Meal reimbursement requests made by an employee cannot include the purchase of a meal intended for someone other than the employee. Each employee must pay for and submit receipts for their own meal reimbursements.

37. What if my receipt is lost?

You will not be reimbursed; you must have a receipt for all meal reimbursements.

38. If I provide a receipt, can I claim more than the meal rate published?

No. A receipt is required to request reimbursement of meals up to the published maximum meal rate for the area of travel, while in travel status.

APPENDIX 5

CERTIFICATES OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Allaby and Brewbaker, Inc.
108 N. Clinton Ave.
P. O. Box 127
St. Johns MI 48879

CONTACT NAME: William Brewbaker
PHONE (A/C, No, Ext): (989) 224-3251 FAX (A/C, No): (989) 224-9312
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Accident Fund Company	10166
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Engineering Applications EAI, LLC
726 Abbott Rd
East Lansing MI 48823

COVERAGES CERTIFICATE NUMBER: CL1291003011 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			EPP0051128	11/16/2011	11/16/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP0051128	11/16/2011	11/16/2012	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV6073119	4/1/2012	4/1/2013	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2012 Indefinate-scope-Indefinate-delivery contracts.
General Professional Design Services

CERTIFICATE HOLDER

Department of Technology
Management & Budget
Steven T. Mason Building
PO BOX 30026
Lansing, MI 48909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
(William Brewbaker C William Brewbaker

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Professional Concepts Insurance Agency, Inc.
1127 South Old US Highway 23
Brighton MI 48114-9861

CONTACT NAME: certs@pciaonline.com
PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081
E-MAIL ADDRESS: certs@pciaonline.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Engineering Applications EAI LLC
726 Abbott Rd.
East Lansing MI 48823

COVERAGES CERTIFICATE NUMBER: 12-13 PL REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			105481685	8/19/2012	8/19/2013	Per Claim	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: 2012 Indefinite-Scope Indefinite-Delivery Contracts General Professional Design Services.

CERTIFICATE HOLDER

State of Michigan
DTMB
Stevens T. Mason Building
P.O. Box 30026
Lansing, MI 48909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/JL Michael Cosgrove

© 1988-2010 ACORD CORPORATION. All rights reserved.
INS025 (2010/05) 01 The ACORD name and logo are registered marks of ACORD

If your company is interested in participating in the MiDEAL program, please sign below and return to this letter to the letterhead address, Attention: Melissa Sambiagio, Design & Construction Division.

FOR THE STATE OF MICHIGAN

Robert C. Hall, RA, NCARB, Director
Design and Construction Division
Facilities Administration

FOR THE PROFESSIONAL

Engineering Applications EAI agrees to extend the terms, conditions, and pricing of our 2012 General ISID Architectural/Engineering Services contract, No. 00391, to MiDEAL members and will remit the one percent (.01) administrative payment fee along with the quarterly report as outlined.

Signature

1/7/2013
Date

BRIAN A. KNOX, PE MANAGER
Print Name/Title

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

2012 Indefinite-Scope Indefinite-Delivery – Request for Proposal
General Professional Design Services
(Architecture, Engineering, Landscape Architecture)

Firm Name **Engineering Applications EAI, LLC**
Yearly Hourly Billing Rate Increase **3%**

Employee(s) Name	Position/Classification	Year 1	Year 2	Year 3	Year 4
Brian A. Knox, PE **	Priciple/Lead Engineer	$ 122.00	$ 125.66	$ 129.43	$ 133.31
Thomas R. Bancroft **	M/E engineer	$ 105.00	$ 108.15	$ 111.39	$ 114.74
David W. Tyler **	Project Manager	$ 65.00	$ 66.95	$ 68.96	$ 71.03
Suzanne M. Knox	Drafting	$ 55.00	$ 56.65	$ 58.35	$ 60.10
Virginia R. McKenna	Admistrative Assit	$ 48.28	$ 48.28	$ 48.28	$ 48.28
Phil Kwiecinski	Engineering Technican	$ 61.97	$ 63.83	$ 65.74	$ 67.72

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

** Key Project Personnel