Material Testing, Quality Control
and Geotechnical Engineering
R 04/06/12

CONTRACT

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

CONTRACT FOR PROFESSIONAL SERVICE: Indefinite-Scope/Indefinite-Delivery (ISID) Billing Rate – Not To Exceed

THIS CONTRACT, authorized this 30th day of March in the year two-thousand and twelve (2012), by the Director, Department of Technology, 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

McDowell & Associates
~~3730 James Savage Road~~
~~Midland, MI 48642~~
21355 Hatcher Ave.
Ferndale, MI 48220
5/7/12

the Testing Professional Services Contractor, hereinafter called the Professional,

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

Indefinite-Scope, Indefinite-Delivery Contract No. 00352
Department of Technology, Management and Budget
Facilities and Business Services Administration, Design and Construction Division
Professional Materials Testing, Quality Control, and Geotechnical Engineering Indefinite-Scope, Indefinite Delivery Contract (ISID) for Minor Projects - Various State Departments and Facilities
Various Site Locations, Michigan

Provide Services, technical staff, and support personnel for ISID minor projects on an as-needed basis at various State/Client Agencies 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.

This Contract is for professional material testing, quality control and geotechnical services (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. The Professional's services shall be performed in strict accordance with this Contract and be in compliance with the Department's approved and attached Appendix 1 – Project/Program Statement.

The 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.

This Contract does not warrant or imply to the Professional entitlement to perform any specific percentage (%) amount of compensation, work or projects during the life of this Contract.

This Contract will remain in effect for three (3) 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 Professional prior to the expiration of the original three (3) year Contract time period. Any such time extension shall be subject to the terms and conditions 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.

The Professional is not to provide any services or incur expenses until individual ISID Projects are assigned to this Contract. (See Article 2 – Compensation and the Project/Program Statement text of this Contract.)

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

I. The Professional shall provide services for the assigned Project during the construction Phase/Task sequence as provided in this Professional Services Contract (Contract) and to the extent authorized by the Department of Technology, Management and Budget (DTMB), Facilities and Business Services Administration (FBSA), Design and Construction Division (DCD) [Department] and be solely responsible for such service. The services shall be performed in strict accordance with this Contract and be in compliance with the attached Appendix 1 - Project/Program.

II. The State of Michigan shall compensate the Professional for providing their professional services for the Project in accordance with the conditions of this Contract.

IN WITNESS, WHEREOF, each of the parties has caused this 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:

McDowell & Associates, Inc.
Firm Name

[redacted]
Federal Identification (I.D.) Number

Signature,

5/7/12
Date

Division Manager
Title

FOR THE STATE OF MICHIGAN:

Director, Department of Technology, Management and Budget

JUN 01 2012
Date

ARTICLE 1: PROFESSIONAL SERVICE

The Professional shall provide all required professional services, technical staff and support personnel necessary to achieve the Project scope of work as described in the attached Appendix – Project/Program Statement in the best interest of the State within the Professional's not-to-exceed fee herein authorized by the State. Project services shall comprise, without exception, every construction quality control and material testing service discipline and expertise necessary to meet all the requirements as described in the attached Appendix - Project/Program Statement and be in accordance with the industries accepted standards of professional practice.

Construction quality control and material testing services shall be provided in the sequence required by the project and shall be rendered in accordance with the Project schedule and direction as provided by the Prime Professional Services Contractor, the Project Construction Contractor, Project Director, the Field Representative, and/or the State/Client Agency. The services of each Phase shall be conducted in accordance with the descriptions in this article except as may be otherwise prescribed by any appended specifications and/or the testing specifications of the Construction Contract for this Project, which are adopted as a separately bound part of this Contract. Written reports on construction Phase quality control and material testing services shall be provided to the Project Director, the Field Representative, the State/Client Agency, the Project Construction Contractor, and the Prime Professional Services Contractor on a daily basis or as directed by the Project Director. The Professional acknowledges that the Department is the first interpreter of the Professional's performance under this Contract.

The Professional acknowledges by signing this Contract, having a clear understanding of the requested Project scope of work and of the Services required by the Department, and further agrees the terms and conditions of this Contract provide adequate professional compensation for the Professional to provide the requested services. No increase in fee to the Professional will be allowed unless there is a material change made to the Project scope of work as described in the attached Appendix - Project/Program Statement and the change in scope is accepted and approved in writing, by the Project Director and the 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 Contract and a DMB Form 402 - Contract Order, authorizing the Professional to begin services. Compensation for Department directed changes to the Project or modifications to the Project scope of work will be provided to the Professional by a Contract Modification and/or Contract Change Order. 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 direct payroll/billing rate basis in accordance with this article.

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

No substitution of any "Key Principal Personnel/Employee" who is essential for the successful completion of the Project and identified in the Professional's attached Appendix – Project 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 for personnel substitution and this substitution request shall include the following information: (1) A request in writing for a No Cost Contract Modification for this "Key Principal Personnel/Employee" substitution; (2) Detailed written justification for this "Key Principal Personnel/Employee" substitution; (3) The Professional's qualifications of any proposed "Key Principal Personnel/Employee" replacement; and (4) A written statement from the Professional firm assuring the Department that the Project scope of work will not be adversely affected by this "Key Principal Personnel/Employee" substitution change. This request by the Professional to modify their Contract must be accepted and approved in writing by the Project Director and the Department's, Professional Services Contract Modification form (DMB-410).

The Department will designate an individual to serve as the Project Director for the Project who shall be fully acquainted with the attached Appendix 1 – Project/Program Statement and have the authority to render Project decisions and furnish information promptly. Except in connection with issues under the Article 12 - Contract Claims and Disputes text, the Project Director will exercise general management and administration for the Professional'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 services of this Contract.

During the construction phase of this Project, the Professional shall be required to obtain from the Project Director, the on-site Inspection record standard document form titled "DMB-452, The Professional's Inspection Record" for all on-site Inspection visits to the Project site. This standard document form is part of the "DMB-460, Project Procedures" documents package. The Professional's Inspection Record standard document form shall be completed and signed by the Professional and compiled monthly with the original document sent to the Project Director and a copy sent to the Prime Professional Services Contractor, and the involved Project Construction Contractor. The on-site Inspection record standard document form shall be completed and accompany the Professional's monthly submitted payment request.

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

The services required for each Phase of this Contract shall be performed by the Professional and their Consultants in accordance with Task service descriptions in this article. The following construction Phase/Task descriptions intend to outline the Department's standard of care describing the Professional's responsibilities for providing the Services for this Contract, but do not limit or exclude any regular or normal services necessary to accomplish the Project scope of work and be in accordance with the best industries accepted standards of professional practice for: (1) Construction quality control and material testing services/office/laboratory requisites and (2) The American Society for Testing and Materials, ASTM E329 testing procedures, inspection and testing standards.

PRELIMINARY PLANNING - FOUNDATION ANALYSIS

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE/LABORATORY SERVICES

Task 600 ADMINISTRATIVE OFFICE/LABORATORY SERVICES: Determine whether or not the construction materials being used for the Phase 600, Construction Phase are in compliance with the Prime Professional Services Contractor's Contract Documents. Provide all administrative office, laboratory, and engineering services to analyze, evaluate, and report the results of all field operations, sampling, and testing. Conduct, prepare, and submit all tests and test result reports, and any associated correspondence. Provide copies to the Project Director, the Field Representative, the State/Client Agency, the Project Construction Contractor, and the Prime Professional Services Contractor. Distribute as the Department may direct. Transmittals of any test result data shall specifically point out any test results not meeting applicable construction quality control and material testing standards or the Prime Professional Services Contractor's Contract Documents.

Task 601 SOIL CONSOLIDATION/COMPACTION: Provide laboratory testing and engineering analysis for bearing capacity and consolidation of natural soils, densification of proposed soils to be used for controlled fill and backfill areas, as well as control of site drainage. Indicate whether the material being tested meets the Prime Professional Services Contractor's Contract Documents requirements.

a. Affirm bearing capacity and calculations.
b. Determine the standard and modified field moisture-density relationships (ASTM 698, ASTM Dl557, ASTM D4253 and ASTM D4254) and on soils to be used for fill or backfill on the Project.
c. Determine Atterberg Limits (ASTM D4318) of cohesive soils and Grain Size Analysis of (ASTM D422) granular soils as required by ASTM D423 (liquid limit), ASTM D434 (plastic limit), and ASTM Dll40 (wash loss).

Task 602 CONCRETE: Provide laboratory testing and analysis of concrete.

a. Review ASTM C94 and ACI 2ll concrete mix designs.
b. Conduct compression tests on cylinders (ASTM C39) as per the Prime Professional Services Contractor's Contract Documents specifications.
c. Perform sieve analysis (ASTM Cl36), organic colormetric (AASHTO T2l), and soft particle determination on aggregates as required by ASTM C33 (aggregate evaluation) and ASTM D422 (aggregate gradation).

Task 603 STRUCTURAL STEEL: Provide shop testing of structural steel.

a. Verify welder certification (AWS D1.1).
b. Test high strength tension bolts (AISC).
c. Perform metallurgical analysis of questionable materials.
d. Verify weld procedures (AWS D1.1).

Task 604 BITUMINOUS PAVING: Provide laboratory testing, and analysis of bituminous paving.

a. Review Marshall Mix design (if prepared by others).
b. Test aggregate base course for compliance with the Prime Professional Services Contractor's Contract Documents (ASTM Cl36, ASTM Dl557 (Modified Proctor), ASTM D692 (course aggregate), ASTM Dl073 (fine aggregate), and AASHTO T88 (gradation).

c. Conduct extraction of bituminous paving mixtures as required by ASTM D2172 and ASTM C136, ASTM D692 (coarse aggregate), ASTM D1073 (fine aggregate), AASHTO T88 (gradation), and AASHTO T164 (extraction).
d. Determine penetration of liquid asphalt as required by ASTM D5) (original penetration) and ASTM (recovered penetration).
e. Record and report test results and observations.

Task 605 MASONRY: Provide laboratory testing and analysis of masonry.

a. Review material requirements for compliance with the Prime Professional Services Contractor's Contract Documents specifications for:

1. Reinforcing Materials - size and type.
2. Units - size and type.
3. Masonry Sand - type and storage.
4. Mortar, Cement, and Lime - types and storage.

b. Review the compressive strength mix designs for compliance with the Prime Professional Services Contractor's Contract Documents for:

1. Mortar and Grout.
2. Masonry Units.
3. Prisms.

c. Review material certifications for compliance with the Prime Professional Services Contractor's Contract Documents for:

1. Block/Concrete Masonry Units.
2. Brick.
3. Pavers.
4. Sound Barriers.

d. Test each different clay masonry unit per ASTM C67.

e. Test each different concrete masonry unit for strength, absorption, and moisture content per ASTM C140.

f. Perform prism tests per ASTM E447, Method B, Mortar (ASTM 270), and Grout (ASTM C1019).

g. Record and report test results and observations.

Task 606 ROOFING: Provide laboratory testing and analysis of roofing system.

a. Attend preliminary roofing conference.
b. Collect roofing material certifications and compare to the Prime Professional Services Contractor's Contract Documents.
c. Review roofing installer's certification.
d. Attend pre-application roofing conference.
e. Record and report test results and observations.

PHASE 700 -CONSTRUCTION ADMINISTRATION - FIELD INSPECTION/TESTING

Task 700 FIELD INSPECTION/TESTING: Determine whether or not the construction materials being used for the Phase 700, Construction Phase are in compliance with the Prime Professional Services Contractor's Contract Documents. Provide all on-site field Inspections, sampling, testing and Inspections as required by the Project construction testing program/requirements to the Project Director, the Field Representative, the State/Client Agency, the Project Construction Contractor, the Prime Professional Services Contractor, and the Department on a daily basis or as directed by the Project Director. Monitor and coordinate on-site field time to efficiently coordinate with the Construction Contractor's operations. On-site field time to provide testing for operations whose planned duration will require overtime shall be reviewed with, and approved by the Department. Notice shall be given immediately to the Construction Contractor and to the Project Director and the Field Representative, of any on-site field Inspection or test which fails to meet applicable construction quality control and material testing standards or the Prime Professional Services Contractor's Contract Documents.

Task 701 SOIL CONSOLIDATION COMPACTION: Provide on-site field testing and engineering analysis for bearing capacity and consolidation of natural soils, densification of proposed soils to be used for controlled fill and backfill areas, as well as control of site drainage.

a. Verify the Prime Professional Services Contractor's Contract Documents design allowable soil bearing capacity at foundation/footing locations.
b. Perform field density testing as required by ASTM D1556 (sand cone), ASTM D2167 (balloon), and ASTM D292 (nuclear density meter).
c. Record and report test results and on-site field Inspections.

Task 702 CONCRETE: Provide on-site field quality control and sampling of concrete as required by ASTM C172 (sampling fresh concrete), ASTM C143 (volumetric air content), ASTM C231 (pressure air content), ASTM C31 (making test cylinders), and ASTM C138 (unit weight and yield).

a. Test plastic concrete for unit weight/yield, slump, air content, and temperature.
b. Collect and verify delivery ticket data from each redi-mix concrete truck. Document the batch time, placement time, and the age of the concrete. Determine the concrete mix design used, and the actual batch weights used for each day of concrete placement, this will include the actual aggregate moisture contents and batch water used.
c. Fabricate three (3) cylinders for compressive strength (ASTM C31) for each one-hundred (100) cubic yards or fraction of placement. Indicate the number of cylinders frequency of sampling, and curing times to compressive strength testing.
d. Record and report test results and on-site field Inspections.

Task 703 STRUCTURAL STEEL: Provide shop and on-site field testing of structural steel as required by AWS D1.1, AISC, ASTM A6 (fabrication shop), AISC for bolted connections for ASTM A325/A490, ASTM F959 (bolted connections), AWS D1.1 (field welding/subsection 7.8.1: stud welding), ASTM E605, E736L (fireproofing), SSPC (paint), and ASNT (nondestructive testing (NDT) requirements).

a. Inspect structural steel fabricator's facility and equipment.
b. Check structural steel mill certificates to verify that materials are in accordance with the Prime Professional Services Contractor's Contract Documents.
c. Verify welder certifications.
d. Inspect completed structural steel fabrications for conformity to the Prime Professional Services Contractor's Contract Documents.
e. Examine critical welds by appropriate nondestructive testing (NDT) methods such as Ultrasonic or Magnetic Particle.
f. Test bolted connections for proper bolt tension.
g. Test shear studs (AWS D1.1).
h. Inspect metal deck for fastening and welding.
i. Record and report test results and on-site field Inspections.

Task 704 BITUMINOUS PAVING: Provide on-site field Inspection and testing of bituminous paving.

a. Inspect proof-rolling of subgrade.
b. Perform density tests (ASTM D2922 or ASTM D2167) on subgrade and aggregate base course.
c. Verify thickness of aggregate base.
d. Inspect bituminous concrete paving placement as required by ASTM D2950 (nuclear density), and MDOT - Michigan Modified Marshall Test.
e. Sample bituminous mixture for laboratory tests (ASTM D979).
f. Determine density (ASTM D2950), asphalt content (ASTM 4125), and degree of compaction of pavement as required by ASTM D2950 (nuclear density), and MDOT - Michigan Modified Marshal Test.
g. Determine thickness of bituminous paving (ASTM D3549).
h. Record and report test results and on-site field Inspections.

Task 705 MASONRY: Provide on-site field Inspection, testing, and engineering analysis of masonry work.

a. Inspect masonry materials as delivered to the Project site.
b. Review mixing and proportioning techniques of mortar and grout.
c. Collect sand, mortar, and grout samples for property requirements test of ASTM C144.
d. Collect mortar samples for property requirements of ASTM C270.

e. Inspect and evaluate masonry walls for masonry quality assurance labor procedures and for placement of:
   1. Head and bedding joints.
   2. Vertical and horizontal reinforcing.
   3. Wall tie spacing.
   4. Headers, lintels and other trade embeds, including bearing areas.
   5. Flashing, weeps, and vents at all areas detailed in the Prime Professional Services Contractor's Contract Documents drawings.
   6. Grout placement including clean-outs and consolidation of lifts.

f. Evaluate quality assurance labor procedures and details that are specific to the Project scope of work.

g. Evaluate and report on overall housekeeping of the Project site.

h. Record and report test results and on-site field Inspections.

Task 706 ROOFING: Provide on-site field Inspection and material review of building elements to be used for the Project roofing system.

a. Visually Inspect roof areas for complete removal of unsatisfactory roofing materials.

b. Verify the roofing materials are in compliance with the Prime Professional Services Contractor's Contract Documents.

c. Inspect roofing system installation and applications.

d. Record and report results of on-site field Inspections.

ARTICLE 2: COMPENSATION

In consideration of the performance of this Contract, the Department agrees to pay the Professional, as compensation for services, a fixed unit price per the attached Fee Schedule and/or 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 a fixed unit price, per the attached Fee Schedule, and/or an hourly billing rate basis for services rendered by salaried and non-salaried professional, technical and non-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 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'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'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 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, 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 incidental 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, and therefore responsible for any Project costs that exceed the Contract per Phase reimbursement Budget.

2.5 UNIT PRICE ITEMS: Unit price items shall be based on the attached Fee Schedule. No mark-up of unit pricing shall be allowed. Compensation for unit prices shall not exceed the amounts per Project Phase shown in the attached Contract Order unless authorized by a Department approved Contract Modification.

Project related mileage 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 3: 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 (DTMB-0440). Payment for each monthly 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 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 4: 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 5: INSURANCE

The Professional shall purchase, maintain and require such insurance that will provide protection from claims set forth below which may arise out of or result from the Professional's services under this Contract, whether such service is performed by the Professional or performed by any of the Professional'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 Contractor 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 Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor'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 Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.

(g) The Contractor 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 Contractor 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 Contractor to any indemnified party or other persons.

(i) The Contractor is responsible for the payment of all deductibles.

(j) If the Contractor 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 Contractor at least 30 day notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor 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 Insurance

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

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

5.2 Employers Liability Insurance

Minimal Limits:
$100,000 Each Accident;
$100,000 Each Employee by Disease
$500,000 Aggregate Disease

5.3 Motor Vehicle Insurance

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

5.4 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 Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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

5.5 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'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) The Project File No.; (2) The Project Title; (3) Description of the Project; and (4) 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 6: INDEMNIFICATION

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

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

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

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

In addition, should the equipment, software, commodity, or services, or its operation, become or in the State's or Professional'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 7: 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, but not limited to, Bidding Documents and Contract Documents, test/laboratory data, including all electronic data. If the Professional is in default or this Contract Agreement is terminated, the State shall not use the 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 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 documents and deliverables and the right to reuse component information contained in them in the normal course of the Professional's 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 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 8: TERMINATION

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

a) Immediately discontinue all professional services affected (unless the notice directs otherwise), and

b) Deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Contract, whether completed or in process.

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

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

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

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

ARTICLE 9: SUCCESSORS AND ASSIGNS

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

ARTICLE: 10 GOVERNING LAW

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

ARTICLE 11: NONDISCRIMINATION

In connection with the performance of the Project 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 12: CONTRACT CLAIMS AND DISPUTES

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

ARTICLE 13: DEFINITION OF TERMS:

The definition of terms and conditions of this Contract are described and outlined in Articles 1 through 14 and attached appendices. The capitalized defined terms used in this 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 modifies or interprets the Project final design Contract Bidding Documents, including drawings, and specifications, by additions, deletions, clarifications or corrections. The Addenda shall: (1) Be identified specifically with a standardized format; (2) Be sequentially numbered; (3) Include the name of the Project; (4) Specify the Project Index No., Project File No., the Contract Order No. Y, and a description of the proposed Addenda scope of work; and (5) Specify the date of Addenda issuance. As such, the Addenda are intended to become part of the Project final design Contract Bidding Documents when the Construction Contract is executed by the Prime Professional Services Contractor'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 competitive construction Bidder for the Department's Project construction work, as specified, which designates the competitive construction Bidder's base bid and Bid price for all alternates.

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

BIDDING DOCUMENTS: The Prime Professional Services Contractor's Project Contract Documents, drawings, and specifications as advertised, including but not limited to, special, general, and supplemental conditions, Departmental form modifications, and all Addenda issued before the competitive construction Bid opening, and after the competitive construction Bid opening, if the Project construction work is rebid without re-advertising.

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

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.

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 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 Professional as may be provided elsewhere in this Contract.

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

CONTRACT DOCUMENTS: The Prime Professional Services Contractor plans/drawings, specifications, proposal, agreement, all Addendums and attachments as may be necessary to comprise a Construction Contract for the Project scope of work for providing professional construction quality control and material testing/engineering services during the Project construction work.

CONTRACT MODIFICATION: A written amendment, standard document form (DMB-410), to the Contract scope of work signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the attached Appendix 1 – Project/Program Statement 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 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 construction quality control and material testing/engineering design errors, omissions, or neglect on the part of the Professional.

CONTRACT ORDER: A written order standard document form (DMB-402) issued and signed by the State of Michigan authorizing a professional firm to: (1) Begin to incur Project expenses and proceed with the Project; and (2) Provide the services stipulated in the fully executed Contract for the not-to-exceed dollar fee amount designated in the Phases of the Contract Order. Issuance of this standard document form by the State of Michigan to the Professional certifies that: (1) The State will enter into a Contract for the services described in the Phases of this Contract; and that (2) The proper two (2) sets of Certificate of Insurance documents have been received and accepted by the State along with the approval and signing of the Professional's Contract by the Director.

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

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

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

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

INSPECTION: The Professional and their Consultants on-site and/or off-site examination of the Project construction work completed or in progress by the involved Project Construction Contractor to determine and verify to the Department's Project Director that the quantity and quality of all Project work is in accordance with the design intent of the Prime Professional Services Contractor's Contract Documents, drawings, and specifications.

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

PHASE: A discretely distinguishable construction Phase step necessary to provide the Project scope of work in the course of the Professional's providing services.

PRIME PROFESSIONAL SERVICES CONTRACTOR: An individual, firm, partnership, corporation, association, or other legal entity who is legally permitted by law to sign and seal final design construction Contract Documents and licensed under the State of Michigan's professional licensing and regulation provisions of the Occupational Code (State Licensing Law), Act 299 of the Public Acts of 1980, Article 20, as amended, to practice architecture, engineering, environmental engineering, geology, land surveying, or landscape architecture services in the State of Michigan. The Prime Professional Services Contractor, under separate contract with the Department, is responsible for the Project Design, Contract Documents, development of the Project construction phase, and required to define and specify the types of on-site tests required and approximate quantities to be tested during the Project and the projected costs thereof.

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

PROJECT TESTING PROFESSIONAL/PROFESSIONAL: The Professional firm who is under a separate Contract with the Department and is responsible for the Project construction Phase quality control and material testing services program. The construction Phase quality control and material testing services shall include, but not be limited to, office/laboratory and field testing services, determine and verify whether or not the construction materials being used for the Project construction Phase is in accordance with the design intent of the Prime Professional Services Contractor's Contract Documents, drawings, and specifications, and be in compliance with the requirements of this Contract and the attached Appendix 1 – Project/Program Statement. The Professional is required by the Department to define and specify the types of on-site tests required and approximate quantities to be tested during the Project construction Phase and the projected costs thereof. . Notice shall be given immediately by the Professional, to the following Project personnel: (1) the Prime Professional Services Contractor; (2) the involved Construction Contractor; (3) the Project Director; and (4) the Field Representative of any on-site field Inspection or test which fails to meet the applicable Project construction quality control and material testing standards or the Prime Professional Services Contractor's Contract Documents, drawings, and specifications.

PROJECT DIRECTOR: The professionally licensed Architect/Engineer, State of Michigan employee, who is responsible for directing and supervising the Services during the life of this Contract. The Project Director is responsible for monitoring and coordinating the performance of the construction Phase services and also responsible for the overall administration and Inspection of Capital Outlay and miscellaneous operating projects (MOP's) construction activities to ensure quality control, final design Contract Documents compliance, and timely Project completion within the established Project construction Budget. The Project Director, or their Field

Representative, has the authority to require the Professional and the Consultant firm to respond to and resolve design related problems, construction field problems, and to attend Project related meetings.

PROJECT/PROGRAM STATEMENT: The attached Appendix 1 – Project/Program Statement prepared by the State/Client Agency that defines the scope of the problem and describes why this Project is desirable, and provides a preferred resolution of the problem. The Project/Program Statement also requires the Professional to coordinate their services with the involved Project Construction Contractor's construction schedule identifying critical milestone services that shall be required and achieved for the Project.

PROJECT TEAM: Consisting of the Professional, Project Director, Field Representative, Prime Professional Services Contractor, Construction Contractor, representative of the State/Client Agency, and others as considered appropriate by the Department.

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 services. The term State/Client Agency does not include an institution of higher education or a community college.

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

DEFINITION OF CONSTRUCTION TESTING REFERENCES: Will be made in capitalized abbreviated alpha numeric form to specific construction Inspection and testing agencies and/or associations for soil consolidation compaction, concrete, structural steel, bituminous paving, masonry, and roofing materials as used in construction (specifications, testing methods, practices, classifications, and definitions). Such construction testing references will be identified by the capitalized alphabetic abbreviation which identifies the specific State agency or national association followed by the numeric construction Inspection and/or testing method and shall be the latest issued date construction Inspection and/or testing method standard(s) in effect at the award of this Contract. The Construction Inspection and/or testing abbreviations used for this Construction Contract are as follows:

Abbreviation	State Agency or National Association
AASHTO	American Association of State Highways and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ASNT	American Society for Nondestructive Testing, Inc.
ASTM	American Society for Testing and Materials
AWS	American Welding Society
MDOT	Michigan Department of Transportation
SSPC	Steel Structures Painting Council

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.

ARTICLE 14 COMPLETE AGREEMENT: MODIFICATION

This 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 errors, omissions or neglect on the part of the Professional.

APPENDIX 1

PROJECT/PROGRAM STATEMENT

DMB-427 (R 6/99)

PROJECT/PROGRAM STATEMENT

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

Facilities and Business Services Administration
First 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

AGENCY CONTACT	TELEPHONE NUMBER
Various	Various
DTMB PROJECT MANAGER	**TELEPHONE NUMBER**
Irene Henry	517-241-3133

PROJECT DESCRIPTION
Provide professional materials testing/quality control Indefinite-Scope Indefinite-Delivery (ISID) services for a variety of state funded construction projects.

The Professional shall submit 4 hard and 2 electronic (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.

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

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: McDowell & Associates, Inc.

2. Company Address: 21355 Hatcher Avenue
Ferndale, Michigan 48220

3. Principal Place of Business (zip code): 48220

4. Year of Establishment 1978

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 _____, IS NOT __X__ 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.

Douglas M. McDowell
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

DTMB
Technology, Management & Budget

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: 48220)

(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

( ) 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: (_____).

Douglas M. McDowell
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.

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.

Douglas M. McDowell - Division Manager
Typed Name & Title of Authorized Representative

Signature of Authorized Representative — Date: 5/25/12

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

APPENDIX 4

OVERHEAD ITEMS ALLOWED FOR THE PROFESSIONAL SERVICES CONTRACTORS 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 nark-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

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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:		Mileage from Lansing to:		Mileage from Lansing to:	
Climax	61	Druden	85	Freeport	45
Clinton	66	Dryden	86	Freesoil	178
Clinton Twp.	92	Dundee	86	Fremont	110
Clio	59	Durand	32	Fruitpport	95
Cohoctah	48	Eagle	15	Galesburg	63
Coldwater	65	Eagle Harbor	526	Garden	344
Coleman	90	Eagle River	517	Garden City	81
Coloma	112	East Detroit	88	Gaylord	168
Colon	80	East Jackson	48	Genesee	60
Columbiaville	74	East Jordan	198	Gibraltar	99
Columbus, OH	252	East Lansing	3	Gladstone	362
Colwell	107	East Leroy	64	Gladwin	107
Comstock	66	East Rockwood	97	Glen Arbor	201
Comstock Park	66	East Tawas	147	Gobles	90
Concord	52	Eaton Rapids	17	Goodells	103
Constantine	98	Eau Claire	124	Goodrich	67
Coopersville	86	Ecorse	90	Gould City	287
Copemish	156	Edmore	71	Gowen	70
Copper Harbor	537	Edwardsburg	125	Grand Blanc	54
Corruna	34	Elk Rapids	130	Grand Haven	96
Covert	126	Elkton	147	Grand Ledge	11
Croswell	122	Ellsworth	204	Grand Marais	356
Crown Pointe	207	Eloise	84	Grand Rapids	66
Crystal	54	Elsie	33	Grand Rapids Airport	70
Crystal Falls	453	Erie	110	Grand Valley State	77
Custer	156	Escanaba	371	Grandville	67
Cutlerville	68	Essexville	85	Grant	99
Daggett	410	Evart	107	Grass Lake	48
Dansville	21	Fair Haven	107	Grayling	141
Davisburg	58	Fairgrove	97	Greenville	61
Davison	58	Fairview	173	Gregory	37
Dearborn	84	Falmouth	130	Grosse Isle	102
Dearborn Heights	83	Farmington	65	Grosse Point	97
Decatur	100	Farmington Hills	76	Grosse Point Farms	97
Deckerville	138	Farwell	85	Grosse Point Park	99
Deerfield	85	Fennville	104	Grosse Point Shores	96
Delta College	81	Fenton	56	Grosse Point Woods	95
Delton	59	Fenwick	50	Grover Mine	445
Detour	286	Ferndale	77	Gull Lake	63
Detroit	85	Filer City	176	Gwinn	395
Detroit Metro Airport	88	Flat Rock	95	Hale	142
Dewitt	11	Flint	51	Hamilton	98
Dexter	69	Flushing	51	Hammond IN	200
Dimondale	9	Fort Custer	56	Hamtramck	85
Dorr	77	Fowler	28	Hanover	59
Doster	69	Fowlerville	25	Harbor Beach	152
Douglas	110	Frankenmuth	71	Harbor Springs	214
Douglas Lake	121	Frankfort	177	Harper Woods	93
Dowagiac	117	Franklin	71	Harris	385
Dowling	47	Fraser	95	Harrison	94
Drayton Plains	71	Freeland	79	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:		Mileage from Lansing to:		Mileage from Lansing to:	
Montague	121	Onsted	63	Quakertown	67
Montrose	58	Ontonogan	511	Quincy	70
Morenci	81	Orchard Lake	71	Rapid River	356
Morley	93	Orleans	49	Ravenna	89
Morrice	21	Ortonville	74	Reading	82
MSU-Oakland	79	Oscoda	162	Redford	74
Mt. Clemens	95	Oshtemo	77	Reed City	119
Mt. Morris	57	Osseo	74	Reese	82
Mt. Pleasant	65	Otisville	72	Remus	85
Muir	34	Otsego	76	Richland	69
Mulliken	18	Otter Lake	75	Richmond	115
Munising	248	Ovid	27	River Rouge	90
Munith	34	Owosso	31	Riverdale	59
Muskegon	102	Oxford	82	Riverside	117
Muskegon Hts.	102	Palo	50	Riverview	97
Nadeau	401	Paradise	293	Rives Junction	27
Nankin Mills	73	Parchment	77	Rochester	80
Napoleon	49	Paris	112	Rockford	73
Nashville	34	Parma	44	Rockwood	95
Nazareth	72	Paw Paw	88	Rogers City	237
Negaunee	401	Peck	115	Romeo	94
New Baltimore	100	Pellston	215	Romulus	85
New Boston	89	Penfield	47	Roosevelt Park	100
New Buffalo	146	Pentwater	147	Roscommon	141
New Era	128	Perrinton	36	Rose City	144
New Haven	106	Perry	20	Rosebush	71
New Hudson	53	Petersburg	91	Roseville	91
New Lothrop	49	Petoskey	202	Rothbury	120
New Troy	147	Pewamo	34	Royal Oak	78
Newaygo	98	Pickford	277	Rudyard	262
Newberry	298	Pigeon	128	Saginaw	72
Newport	99	Pincconing	100	Saline	76
Niles	126	Pinckney	44	Samaria	103
New Adams	60	Pine Lake	68	Sandusky	122
North Branch	88	Plainwell	77	Sandford	93
Northland	395	Pleasant Ridge	81	Saranac	37
Northport	199	Plymouth	70	Saugatuck	98
Northville	64	Pontiac	70	Sault Ste. Marie	278
Nottawa	84	Port Austin	150	Schoolcraft	91
Novi	61	Port Hope	160	Scotts	58
Nunica	88	Port Huron	121	Scottville	162
Oak Park	75	Port Sanilac	134	Sebewaing	110
Oakland University	79	Portage	79	Selfridge ANG Base	98
Oakley	41	Portland	21	Shaftsburg	14
Okemos	8	Potterville	15	Shanty Creek	190
Old Mission	189	Powers	393	Shelby	132
Olivet	33	Prattville	73	Shelbyville	89
Omer	116	Prescott	130	Shepherd	56
Onaway	215	Prudenville	125	Sheridan	55
Onekema	181	Pt. Moulee	103	Shingleton	346
Onondaga	30	Pullman	100	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: 10/16/2006

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	HOUR OF (AM/PM) RETURN	MILEAGE PERSONAL MILES	MILEAGE STD. AMT.	MILEAGE PREM. AMT.	LODGING ROOM CHARGES	MEAL AMOUNTS WITH OVERNIGHT	MEAL AMOUNTS 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)	AGI (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):

DMB-23 DFM (Rev. 6/06) MAKE PHOTOCOPIES FOR: -DEPARTMENT OR INSTITUTION -EMPLOYEE

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

CERTIFICATE OF INSURANCE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2012

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
Mason-McBride, Inc.
3290 West Big Beaver Road #503
P.O. Box 7028
Troy, MI 48007-7028

CONTACT NAME:
PHONE (A/C, No, Ext): **248.822.7170** FAX (A/C, No): **248.822.7150**
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: **00001683**

INSURED
McDowell & Associates Inc
21355 Hatcher Avenue
Ferndale, MI 48220

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Twin City Fire Insurance Co.	29459
INSURER B:	Hartford Casualty Insurance Co	29424
INSURER C:	Hartford Underwriters Ins. Co.	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES — CERTIFICATE NUMBER: **11/12ALL LINES** — 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 [X] Primary/Non-Contri [X] Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X	X	35UUNZU8078	10/01/2011	10/01/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS		X	35UENUK6324	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000		X	35RHUTH3804	10/01/2011	10/01/2012	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	35WELW4225	10/01/2011	10/01/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Indefinit Scope, Indefinite Delivery Contract #00352 Material Testing/Quality Control Services/Geo Technical Engineering Services DTMB

CERTIFICATE HOLDER

State of Michigan
Dept of Technology, Management & Budget
Melissa Sambiagio, Design & Const Division
Stevens T Mason Building
530 West Allegan Street
Lansing, MI 48915

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

Scott P. McBride

Scott McBride/DGRAS

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CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE
ISSUED BY ARCHITECTS AND ENGINEERS INSURANCE COMPANY
AM Best Rating A- (Excellent) Affirmed December 8, 2011

Form N7706 (08/89) Issue Date: 02-Apr-12

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the Policy.

This certifies that a Professional Liability Insurance policy has been issued to the insured named below for the Policy period indicated. Notwithstanding any requirement, term or condition of the contract with respect to which this Certificate may be issued or may pertain, the insurance afforded by the Policy described herein is subject to all the terms, exclusions and conditions of such Policy, and any attachments or endorsements added thereto.

INSURED: McDowell & Associates
21355 Hatcher Ave.
Ferndale, MI 48220

COMPANY: Architects and Engineers Insurance Company

POLICY NO: 11-00040-01

EFFECTIVE DATE: 9/30/2011

EXPIRATION DATE: 9/30/2012

LIMIT: $2,000,000

CERTIFICATE HOLDER:
State of Michigan
Department of Technology, Management &
Budget Stevens T. Mason Building
530 West Allegan Street
Lansing, MI 48915

ATTENTION:
Ms. Melissa Sambiagio, Design & Construction Division

PROJECT:
Indefinite Scope, Indefinite Delivery Contract No. 00352 Material Testing / Quality Control Services / Geo Technical Engineering Services DTMB

Should the above described Policy be canceled before the expiration date, AEIC will mail thirty days (30) written notice to the Certificate Holder named to the left.

X _____
Jason A. Peterson

Authorized Representative

2056 Westings Avenue, Suite 20
Naperville, IL 60563
Telephone (800) 437-2342 / Fax (877) 437-2342

CERTIFICATE OF PROFESSIONAL AND POLLUTION LIABILITY INSURANCE

ISSUED BY ARCHITECTS AND ENGINEERS INSURANCE COMPANY

AM Best Rating A- (Excellent) Affirmed December 8, 2011

Form N7706 (08/89) Issue Date: 23-May-12

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the Policy.

This certifies that a Professional Liability Insurance policy has been issued to the insured named below for the Policy period indicated. Notwithstanding any requirement, term or condition of the contract with respect to which this Certificate may be issued or may pertain, the insurance afforded by the Policy described herein is subject to all the terms, exclusions and conditions of such Policy, and any attachments or endorsements added thereto.

INSURED: McDowell & Associates
21355 Hatcher Ave.
Ferndale, MI 48220

COMPANY: Architects and Engineers Insurance Company

POLICY NO: 11-00040-01

EFFECTIVE DATE: 9/30/2011

EXPIRATION DATE: 9/30/2012

LIMIT: $2,000,000

CERTIFICATE HOLDER:
State of Michigan
Department of Technology, Management &
Budget Stevens T. Mason Building
530 West Allegan Street
Lansing, MI 48915

ATTENTION:
Ms. Melissa Sambiagio, Design & Construction Division

PROJECT:
Indefinite Scope, Indefinite Delivery Contract No. 00352 Material Testing / Quality Control Services / Geo Technical Engineering Services DTMB

Should the above described Policy be canceled before the expiration date, AEIC will mail thirty days (30) written notice to the Certificate Holder named to the left.

X _____
Jason A. Peterson

Authorized Representative

2056 Westings Avenue, Suite 20
Naperville, IL 60563
Telephone (800) 437-2342 / Fax (877) 437-2342

APPENDIX 6

CERTIFICATE OF AWARDABILITY

ISID Contract #: 0035;

STATE OF MICHIGAN 81186768

MICHIGAN DEPARTMENT OF CIVIL RIGHTS

CERTIFICATE OF AWARDABILITY

The Department of Civil Rights, having conducted a review of

McDowell & Associates

21355 Hatcher Avenue
Ferndale, MI 48220

certifies that this contractor meets the requirements of Section 209 of Public Act 453 and / or Public Act 220 of Public Acts of 1976. Unless this Certificate is revoked by the provisions outlined below, the contractor is awardable and eligible to do business with the state on transactions administered by the Department of Management and Budget, Offices of Facilities Administration and Purchasing Operations; and / or various other state and local governmental units.

THIS CERTIFICATE SHALL REMAIN VALID FOR ALL BIDS SUBMITTED BY THE COMPANY TO THE MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET, OFFICES OF FACILITIES ADMINISTRATION AND PURCHASING OPERATIONS; AND / OR VARIOUS OTHER STATE AND LOCAL GOVERNMENTAL UNITS, UNTIL

11/17/2012

This Certificate may be revoked by the Department of Civil Rights and / or the Department of Management and Budget upon finding of Violation of Public Act 453 and / or Public Act 220 of Public Acts of 1976.

Issued at Detroit, Michigan, on

11/17/2010

By:

Contract Compliance Unit

CR 506 (Rev. 8-07)

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

FOR THE STATE OF MICHIGAN

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

FOR THE PROFESSIONAL

McDowell & Associates agrees to extend the terms, conditions, and pricing of our 2012 ISID Quality Control/Material Testing contract, No. 00352, to MiDEAL members and will remit the one percent (.01) administrative payment fee along with the quarterly report as outlined.

Signature

3/30/13
Date

Douglas M. McDowell Division Manager
Print Name/Title

Fee Schedule for Commonly Requested Services

This table may be requested as an electronic document. Provide this schedule with your proposal. If other types of tests or services are required they will be quoted at the time of project assignment.

SERVICE TYPE/RATE/CHARGE	UNITS	$/TEST
EQUIPMENT CHARGES		
Nuclear Density Gauge	Per day	$50.00
Asphalt Extraction Equipment	Per day	$172.00
Coring Machine	Per day	$720.00
Bit Charge	Per inch	$5.00
LABORATORY RATES		
GEOTECHNICAL		
Granular Proctor	Per Test	$170.00
Cohesive Proctor	Per Test	$175.00
Method 'C' Proctor	Additional Charge Per Test	$175.00
Sieve Analysis	Per Test	$79.00
Hydrometer Grain Size Distribution	Per Test	$122.00
Specific Gravity	Per Test	$74.00
Atterberg Limits	Per Test	$83.00
Soil Ph	Per Test	$25.00
Organic Content/Loss on Ignition	Per Test	$80.00
AGGREGATES		
Aggregate Sieve Analysis	Per Test	$178.00
Loss by Wash	Per Test	$28.00
Deleterious Materials, ASTM	Per Test	$45.00
Deleterious Materials, MTM	Per Test	$45.00
Percent Crushed	Per Test	$45.00
CONCRETE		
6" Cylinder, Concrete Compression	Per Cylinder	$14.00
4" Cylinder, Concrete Compression	Per Cylinder	$14.00
Core Compression, including saw cut	Per Test	$25.00
MASONRY		
Grout Prism Compression	Per Prism	$30.00
Hydraulic Cement Cube Compression	Per Cube	$32.00
Concrete Masonry Unit Compression	Per Masonry Unit	$70.00
Brick Compressive Strength, Absorption, Saturation	Set of 15	$525.00 ($15.00 each)
BITUMINOUS		
Bituminous Mix Verification	Per Test	$172.00
STEEL		
Steel Fireproofing Density Test	Per Test	$75.00
SOIL TESTING		
Mobilization/Demobilization		
Within 50 mile radius	By Equipment	$260.00
Outside 50 mile radius	By Equipment	Add $3.60 per mile
SPT Testing, Normal soil drilling conditions, per linear foot, 5 foot intervals	Per Linear Foot	$16.40
SPT Testing, Difficult soil drilling conditions, per linear foot, 5 foot intervals	Per Linear Foot	$22.30
Drilling surcharge for 50-100 foot depth	Per Linear Foot	$19.00
Drilling surcharge for 100-150 foot depth	Per Linear Foot	$24.00
Premium charge for all terrain drill rig	Per Day	$350.00 plus $3.70 per linear foot

Additional SPT samples	Per Sample	$60.00
Shelby Tubes (undisturbed thin-walled soil samples)	Per Attempt	$83.00 per foot
Drilling through concrete or brick at soil surface	Per Inch	$5.00

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

PROFESSIONAL SERVICES - 2012 MATERIAL TESTING/QUALITY CONTROL ISID

Firm Name McDowell & Associates, Inc.

Yearly Hourly Billing Rate Increase ~1 %

Level	Employee(s) Name	Position/Classification	Year 1	Year 2	Year 3	Year 4
	John Kalisz, M.S., P.E.**	President	$160	$163	$166	$169
	Brian Biasutto**	Director of Construction Services	$125	$127	$130	$132
	Daniel Kaniarz, M.S., P.E.**	Sr. Geotechnical Engineer	$155	$158	$161	$164
	John Lamb, III, P.E.**	Geotechnical Department Manager	$155	$158	$161	$164
	Douglas M. McDowell, M.S., P.E.**	Midland Division Mgr / Environmental Mgr	$150	$153	$156	$159
	Erik L. Johnson**	Midland Operations Manager	$82	$83	$85	$87
	Michael Keenan, P.E.	Staff Engineer	$105	$107	$109	$111
	David Cenefels	Staff Engineer / Weld Inspector	$75	$78	$81	$84
	Joseph Jones**	Drilling Manager	$120	$122	$124	$127
	Walter Smith / Pete Fitak	Driller Crew Chief / Senior Technician	$70	$71	$72	$74
	Don Jardine / Dave Fath	Driller	$58	$59	$60	$61
	Dave Athey	Driller	$44	$44	$45	$46
TI	Steven Cole	Field Technicians I	$54	$55	$56	$57
TII		Field Technicians II	$59	$60	$61	$62
TIII	Doug Bronson Rebecaa Conn Drew Hall Mark Kalisz Jason Kowalski John Kuzdal Mark Lapinski Frank Robledo Charles Vince	Field Technicians III	$64	$65	$66	$67

*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