STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

This contract authorizes the professional services contractor to provide professional services.

(Authority: Public Act 431 of 1984, as amended)

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

THIS CONTRACT, authorized this 16th day of April in the year two-thousand and twenty-one (2021), by the Director, Department of Technology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, 3111 West St. Joseph Street, Lansing, Michigan, hereinafter called the Department, and

PEA Group, Inc.

2430 Rochester Circle, Suite 100G
Troy, MI 48083

the Prime Professional Services Contractor, hereinafter called the Professional,

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

Indefinite-Scope, Indefinite-Delivery Contract No. 0089494
Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Professional Architectural and Engineering Indefinite-Scope, Indefinite Delivery Contract (ISID) for Minor Projects -
Various State Departments and Facilities
Various Site Locations, Michigan

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

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

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

This Contract will remain in effect for four (4) years from the date of this Contract award but may be unilaterally terminated by the State of Michigan at any time, for cause or its convenience, by written notification of the State, to the Professional. Furthermore, this Contract may be extended for one (1) additional year, at the sole option and discretion of the State upon the Department providing written notice to the Professional prior to the expiration of the original four (4) year Contract 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.

Please note that for this Professional Services Contract your permanent assigned ISID Contract No., as noted on page 1 of this contract, must be provided on all Project correspondence and documents.

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

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

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

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

IN WITNESS, WHEREOF, each of the parties has caused this Professional Services Contract to be executed in blue ink, a scanned digital signature is also acceptable, 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 an electronic copy executed by the authorized State of Michigan representative(s) by electronic mail.

FOR THE PROFESSIONAL:

PEA GROUP, INC. (PROFESSIONAL ENGINEERING ASSOCIATES, INC.) CV0021543

Firm Name SIGMA Vendor Number

Signature

4/20/2021

Date

VICE PRESIDENT

Title

FOR THE STATE OF MICHIGAN:

4/27/2021

Director, DTMB, State Facilities Administration Date

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

ARTICLE I
PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

No substitution of any "Key Principal Personnel/Employee" essential for the successful completion of the Project and identified in the Professional's Organizational Chart will be allowed by the Professional for this Contract without the prior written consent from the Project Director. Before any "Key Principal Personnel/Employee" substitution takes place, the Professional shall submit a written request to the Project Director, and this substitution request shall include the following information: (1) A request in writing for a No Cost Contract Modification; (2) Detailed written justification for this substitution; (3) The Professional's qualifications of any proposed "Key Principal Personnel/Employee" replacement; and (4) A written statement from the Professional assuring the Department that the Project scope of work will not be adversely affected by this substitution. This request to modify their Professional Services Contract must be accepted and approved in writing by the Project Director and the Director of the Department. The Department will designate an individual to serve as the Project Director for the Project scope of work who shall be fully acquainted with the Project/Program Statement and have the authority to render Project decisions and furnish information promptly. Except in connection with issues under the Article XII - Contract Claims and Disputes text, the Project Director will exercise general management and administration for the Professional's services in so far as they affect the interest of the State. The Professional shall indemnify, defend, and hold harmless the State against exposure to claims arising from delays, negligence, or delinquencies by the Professional for the professional services of this Contract.

During the construction administration services of the Project, the Professional shall be required to complete and submit, the on-site Inspection record form titled “DTMB-0452, The Professional’s Inspection Record” for all on-site Inspection visits to the Project site. The Professional’s Inspection Record shall be completed and signed by the Professional and submitted monthly, with the original document sent to the Project Director and copies sent to the State/Client Agency and Construction Contractor. The Professional’s Inspection Record shall accompany the Professional’s monthly submitted payment request.

The “DTMB-0460, Project Procedures” documents package containing Department forms for use during construction administration shall be used by the Professional in the administration of this Contract. All professional services will be consistent with the Department’s current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" unless otherwise approved in writing by the Department.

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

Soil Erosion and Sedimentation Control in the State of Michigan is regulated under the 1994 Public Act 451, as amended – The Natural Resources and Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Soil Erosion and Sedimentation Control associated with this Contract will be monitored and enforced by the Department.

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

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

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

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

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

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

PHASE 100 - STUDY PHASE

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

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

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

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

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

Task 103 ANALYSIS: Analyze data, information and research gathered. Create draft recommendations or results of the study and research. Upon completion of all on-site field investigation activities prepare a complete architectural and/or engineering study report. If appropriate, provide itemized construction cost estimates. The analysis will correlate, describe, and record research findings and information for the Project Team's understanding and acceptance. Transcribe and consolidate all existing data, studies, and the research analysis of Task 102 into a draft study report. Submit one (1) electronic copy in indexed PDF format of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments.

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

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

Provide one reproducible original and an electronic copy suitable for legible reproduction. One study report presentation shall be considered basic services for this Task. Any additional study report presentations requested by the Department will be considered extra professional services and the additional study costs will be paid to the Professional by the Department with a Contract Change Order.

PHASE 200 - PROGRAM

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

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

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

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications.

Where essential or significant information is established or evaluated, and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

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

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

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

Task 210 PROGRAM ANALYSIS REPORT: Prepare a draft program analysis report containing the program, cost estimate, signoffs and backup data and information. Submit one (1) electronic copy in indexed PDF format of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments. Incorporate review comments as directed by the Department into the proposed final program analysis report. Provide one reproducible original and an electronic copy suitable for legible reproduction. One program analysis report presentation shall be considered basic services for this Task. Any additional program analysis report presentations requested by the Department will be considered extra professional services and the additional study costs will be paid to the Professional by the Department with a Contract Change Order.

PHASE 300 - SCHEMATIC DESIGN

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

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

Where the Project involves work in an existing building, site, and/or utility system, identify and locate by scaled graphic diagram, any building and/or site utility areas that may have potential hazardous material contamination and may require testing, abatement and/or removal by the Department, prior to the renovation and/or during the new construction work of the Project.

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

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

Progressively review, with the Project Team, the development of the schematic design documents and assist in obtaining data and providing timely decisions. Present proposed schematic design documents for review to the State/Client Agency and the Department at 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

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

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

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

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

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

Task 306 ELECTRICAL: Research, survey, define and render the schematic design basis for all proposed electrical systems appropriate to the Project.

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

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

Task 308 DRAFTING: Prepare and render proposed schematic design documents appropriate to the Project, on sheet size approved by the Project Director. Include all principal building/site utility systems. Coordinate the Project schematic design with all architectural and/or engineering design disciplines for completeness, accuracy and consistency, and conflict avoidance. The Professional shall field-check and verify the accuracy of all existing and proposed architectural and/or engineering drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.

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

Task 310 SCHEMATIC DESIGN REVIEW: Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed schematic design documents, as necessary, to incorporate all requested design review comments. Obtain Department approval and sign-off prior to State/Client Agency sign-off, when requested by Project Director. Where legislative review is required, provide an additional one (1) electronic copy in PDF format of the Department approved proposed schematic design documents to the Department for distribution to the Joint Capital Outlay Subcommittee, in the format of the "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies, and Professional Service Contractors".

Provide one (1) schematic design presentation to the Project Team for this Task. Any additional schematic design presentations requested by the Department will be considered extra professional services and the additional schematic design costs will be paid to the Professional by the Department with a Contract Change Order.

If Contract Services conclude with this Phase, provide bond prints and an indexed PDF of architectural and/or engineering drawings of the final approved schematic design, suitable for legible reproduction.

PHASE 400 - PRELIMINARY DESIGN

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

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

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

Where the Project involves work in an existing building, site, and/or utility system, identify and locate by scaled graphic diagram, any building and/or site utility areas that may have potential hazardous material contamination and may require testing, abatement, and/or removal by the Department, prior to the renovation and/or during the new construction work of the Project. Identify and define, in writing, the impact of the proposed Project schematic design on the existing building or facility operations. Assist the Department in determining and resolving any Project requirements for maintaining the current operation of the existing building facility spaces or systems and site utility areas, including as a minimum, the impact of hazardous waste removal, and the associated necessary demolition and repair of the adjoining work.

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

Progressively review, with the Project Team, the development of the preliminary design documents and assist in obtaining data and providing timely decisions. Incorporate design refinements consistent with the proposed Project scope. Establish equipment and/or materials to be furnished by the State. Present proposed preliminary design documents for review to the State/Client Agency and the Department at 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

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

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

Task 403 CIVIL/SITE STAGING DESIGN/INVESTIGATION: If the Professional did not obtain a site specific geotechnical testing program for this Project and advise the Department during the Schematic Design Phase, they shall retain a civil/site survey Consultant and a geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services to prepare and provide a preliminary geotechnical site investigation and site staging design as directly related to the Project.

Coordinate a site-specific testing program to identify and/or confirm the Project site underground conditions and to accurately specify the proposed construction contractual requirements. This includes, but is not limited to access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Determine and prepare a list of required civil/site drawings as related to the Project. Illustrate and coordinate any off-site work necessary for a completely functioning Project. Revise as required.

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

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

Task 406 ELECTRICAL: Identify existing equipment and systems. Prepare load calculations, including electric loads for fixed, and movable, equipment, as appropriate to the defined Project. Determine electric service requirements and size major transformer and service equipment. Provide single line diagrams of primary service and distribution systems. Develop and outline basic equipment and distribution systems for lighting, power, building control, elevators, fire, security, television, data, communications, and other specialized systems of the Project. Coordinate design to incorporate design requirements for any open office workstation/partitioning systems.

Field-check and verify clearances for all proposed equipment and design systems proposed. Prepare preliminary electrical drawings. Determine and prepare a list of required preliminary design electrical drawings as related to the proposed Project. Review current electrical codes and incorporate all applicable requirements. Revise as required. Secure in writing, the approval of capacities and connections for the Project from the appropriate utility/suppliers.

Task 407 ARCHITECTURAL/ENGINEERING: Prepare preliminary architectural and/or engineering drawings, appropriate to the proposed Project, to detail and define the Project. Coordinate design to incorporate design requirements for any open office workstation/partitioning systems. Determine and prepare a list of required preliminary design architectural and/or engineering drawings. Drawings will include plans, elevations, sections, and critical construction details in order that an accurate and detailed construction estimate can be provided. Depict sustainable design criteria and energy efficient design features of the Project, provide LEED Checklist, and provide summary calculations to demonstrate applicable compliance with the State of Michigan's current Energy Code requirements. Revise as required.

Task 408 DRAFTING: Prepare and render the preliminary design architectural and/or engineering documents on sheet size approved by Project Director. Coordinate the preliminary design with related architectural and/or engineering design disciplines for completeness, accuracy and consistency and conflict avoidance. Prepare drawings using applicable State of Michigan standards as defined in the Department's "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies, and Professional Service Contractors" and DTMB DCD "Design and Construction Standards for Office Construction and Tenant Fit out" for all Project design disciplines. The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency, or any other Project related source.

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

Task 410 PRELIMINARY DESIGN REVIEW: Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed preliminary design documents, as necessary, to incorporate all requested design review comments.

With the 50 percent review, provide design criteria and calculations of principal architectural, mechanical, plumbing, and electrical engineering systems demonstrating basic compliance with the State of Michigan's current Energy Code requirements.

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

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

PHASE 500 - FINAL DESIGN

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

The proposed Final Design Documents shall document a complete and constructible Project. Final Design Documents shall incorporate and comply with all current, applicable regulations, ordinances, construction codes and statutes, and must have accomplished all reviews by appropriate federal, State or any local authorities having jurisdiction before presentation to the Department for acceptance and advertisement for bidding. Where design approvals are required, the Professional shall acquire and provide them. The Final Design Documents shall be without ambiguity and must be so complete that no significant design decision is left to the discretion of any Bidder, manufacturer, or supplier. The Final Design Documents will not define, quantify, or in any other way represent any work as being assignable to, or to be performed by, any Consultant or sub-consultant, except for fire suppression systems or other specialized system(s) provided that it is specifically authorized, in writing, by the department.

Bidding Documents shall consist of, but are not limited to, the Final Design Documents, including final architectural and/or engineering drawings and specifications, special, general, and supplemental conditions of the Construction Contract, and modifications, if any, to MICHSPEC or DCSpec documents provided by the Department. Such standard documents may consist of, but are not limited to, the project advertisement, the Instructions to Bidders, the proposal forms, general, supplemental, and any special conditions of the Construction Contract, and the standard form of agreement between the Department and the Construction Contractor. The Professional may not substitute any other special, general, and supplemental conditions for the Construction Contract or other standard documents provided by the Department. The Professional may not revise, other than the fillable portions of the general conditions, or use any additional general condition requirements unless the revisions or requirements are accepted and approved by the Department in writing.

In addition to the requirements herein, the professional services for this Project shall include, but are not limited to, those set forth in the current version of MICHSPEC or the current DCSPEC as adopted and modified by the State of Michigan and incorporated into the Construction Contract, plus such other Department standard documents and general conditions as may be part of the Construction Contract.

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

Task 501 COORDINATION: Review approved preliminary design drawings with the Project Team and solicit revisions. Incorporate any revisions and design refinements.

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

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

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

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

Performance specifications shall be used when feasible. If not, the Professional shall name at least three (3) acceptable materials, products or systems and the specifications shall contain an "or equal" clause. Whenever possible, recycled materials and/or Michigan-manufactured products shall be named and given first preference. Proprietary specifications or allowances may be permitted with the Department's acceptance and written approval, but only for special, unavoidable conditions. Provide Project specifications to the Department for procurement of items to be pre-purchased through existing State contracts or separate bids.

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

Soil Erosion and Sedimentation Control shall be implemented in accordance with the current edition of the Department's compliance manual and 1994 PA 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Submit final civil/site design drawings depicting Soil Erosion and Sedimentation Control measures to the Department's Soil Erosion and Sedimentation Control Program for review in accordance with 1994 PA 451, as amended. For DTMB managed projects, coordinate review submission with Project Director as plan review is completed within the Design and Construction Division.

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

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

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

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

Task 508 DRAFTING: Prepare complete final design architectural and/or engineering drawings for Bidding Documents on sheet size approved by Project Director using applicable State of Michigan standards as defined in the "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies and Professional Services Contractors." The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.

The Project Bidding Documents derived from the Final Design drawings shall be made available and converted if necessary, to the AutoCAD computer drafting system. Bidding Documents shall be provided electronically in pdf format to the Department for advertisement by the Department.

Provide one electronic copy of signed and sealed documents in addition to paper review and approval sets of the Contract Documents. The signed and sealed print sets are the controlling Contract Documents for this Project. The software name and release number used to produce the Design Contract drawings will be clearly identified on the electronic media.

Task 509 CHECKING CONTRACT DOCUMENTS: Check and coordinate all proposed Bidding and Contract Documents for completeness and accuracy. Prepare Bidding and Contract Documents that will protect the Department from unexpected construction cost increases, schedule delays or claims for reason of defective or incomplete rendering of the Professional's design, or for any delinquency by the Professional for performance of the professional design services under this Contract. Check the adequacy of all spaces and clearances.

Cross-check and coordinate the requirements of all proposed final design drawings between the architectural and/or engineering design disciplines for completeness, accuracy, and consistency, and conflict avoidance. Similarly, cross-check and coordinate all proposed final design drawings against the Project specifications. Mark each drawing with the name of the checker and with the written signature approval of the appropriate Professional "Key Principal Personnel/Employee."

Task 510 CONSTRUCTION CODES AND PERMITS: The Professional's Contract Documents shall comply with the State of Michigan Construction Code, 1972 PA 230, as amended, the State of Michigan Energy Code, the Americans with Disabilities Act (ADA) Accessibility Guide requirements, the State of Michigan Barrier-Free Access Code requirements, and all Project related construction code requirements in effect at the time of award of this Contract. Assist the Department in obtaining approval of the Project and its design by appropriate governmental regulating and/or code enforcement authorities.

Project Bidding Documents may not be advertised until plan review approval is obtained.

Except as otherwise provided for in this Contract, code compliance and plan review approval(s) shall be performed by the, the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Plan Review Division, and the Bureau of Fire Services. Code compliance and plan review approval fees shall be paid by the Professional as a reimbursable expense, unless otherwise provided for. Submit all modeling, testing, design data, and appropriate drawings and applications for all permits, tests, and approvals, which the Department is required to secure as a prerequisite authorization for the Project's approval. Submit Soil Erosion and Sedimentation Control plans/drawings to the Department's Soil Erosion and Sedimentation Control Program as the enforcing authority for this Project, no later than at the 90 percent final design stage.

Provide energy efficient design features and summary calculations to demonstrate Project compliance with the State of Michigan Sustainability requirements.

Submit documents for review in a timely manner allowing appropriate time for review/permitting processes by respective authorities, such that the Project schedule is not unnecessarily delayed. Assist the State/Client Agency to secure any appropriate construction code waivers.

Incorporate all required modifications into the Bidding Documents. Follow through to ensure issuance of the construction codes and permits approvals. Secure all required design approvals before submitting the final design documents to the Project Team for the final design document review of Task 515.
Any approval secured in initial plan review and permitting does not relieve the Professional from complying with code official's construction field inspections enforcement requirements.

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

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

Task 513 DESIGN AND CONSTRUCTION BUDGET: The Professional shall be responsible for all costs incurred by it, necessitated by for rebidding a Project if it is over Budget due to their design. Submit in writing the itemized estimate of the construction costs with each final design review. Include all construction Bid packaging and Phasing. Determine the amount and adequacy of any construction contingency. Upon submittal of the 90 percent complete final design documents, confirm an accurate itemized construction cost estimate in writing to the Department. Confirm that the total Project construction cost is estimated to be within the Project Budget.

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

Assist the Department to rebid the Project in accordance with the Task 516 construction bidding/contracting procedures.

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

Task 515 FINAL DESIGN BIDDING DOCUMENTS REVIEW: Provide complete final design documents review. When the final design is 50 percent complete, submit the final design documents to the Project team for their review. If the final design appears to exceed the Project Budget, review with the Department all cost reduction design options. Incorporate at 90 percent completion, all required design modifications applicable to the Project, and resubmit to the Project Director. Confirm in writing that the requirements of Tasks 509 and 510 have been met.

Submit 100 percent complete sets of Bidding Documents to the Project Team for their final review. Submit final design documents to the State/Client Agency and the Department for their final design review and revise as necessary to incorporate all review comments required for Department written acceptance of the Bidding Documents. Provide adequate time (minimum of 14 calendar days) for the reviews and implementation of any comments or modifications.

Task 516 CONSTRUCTION BIDDING AND CONTRACTING: Assist the Department in the construction bidding and contracting process. The State of Michigan will advertise for bids and issue construction documents on-line and award and hold the Construction Contract. Prepare (maximum of 6mb electronic PDF files) and distribute Bidding Documents to the Project Director as required to accommodate predetermined construction Bid packages and/or Phases. Conduct pre-bid meetings and issue pre-bid meeting minutes and bidder's lists. Issue Addenda to the Project Director as required for posting. Include in each Addendum complete specifications for the Project if such specifications are not part of the Bidding Documents.

The Professional will be compensated by the Department with a Contract Change Order for providing the professional services necessary to rebid the Project for reason of defaulted or disqualified construction Bidder(s) or unacceptable price range as required by the design and construction Budget text of Task 513.

The Professional's construction bidding and contracting procedure services for Task 516 are not complete until: (1) The responsive, responsible, best value construction Bidder's Bid has been selected and accepted by the Department; and (2) The responsive, responsible, best value construction Bidder's Construction Contract has been executed. The PSC is to also incorporate any State required preferences with their review and recommendation.

Construction Bid Evaluation and Recommendation of Construction Contract Awards: Review and evaluate the submitted construction Bids. Provide the Department with a written recommendation for the apparent lowest responsive, responsible, best value construction Bidder for the Project Construction Contract award(s) within five (5) business days of the date of the Department's construction Bid opening. Exempt from recommendation any firm that in the Professional's opinion is unqualified for the Project (documentation required) or that the Professional has a business association with on this Project, and any firm, that the Professional has used in preparation of the Contract Documents or for any estimating work related to the Project.

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

Unless otherwise designated in the Department's Notice of Intent to Award letter to the recommended Construction Contractor within fifteen (15) calendar days from the date that the Notice of Intent to Award letter was mailed to the Construction Contractor, the Construction Contractor recommended for the award of the Construction Contract shall (a) Fill out and execute the Department's, current version of MICHSPEC standard form documents Section 00500, Contract Agreement and the Section 00800, Supplementary Conditions, electronically; (b) Execute Section 00610, Performance Bond, and the Section 00620, Payment Bond (and attach to each bond a separate, certified copy of Power of Attorney); and (c) Return to the Department, the Construction Contractor's executed Section 00500, Contract Agreement, Section 00610, Performance Bond, and Section 00620, Payment Bond forms, evidence of Certificates of Insurance and any other legal documents required for submittal by the Department's, Notice of Intent to Award letter.

Task 517 FINAL DESIGN CORRECTION PROCEDURES: Correct at no additional cost to the Department any design errors or omissions and/or other Project related deficiencies identified during the 600 and 700 Construction Phase. All reproduction costs for design interpretations, clarifications, and Bulletins related to the Professional's final design errors or omissions and similar or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rates.

Provide design clarifications and interpretations of the Contract Documents requirements necessary to: (1) Adequately describe the Project work; (2) Adapt architectural and/or engineering final design documents during construction to accommodate field conditions identified during construction; (3) Refine design details that are not feasible and identified during construction; and (4) Comply with current construction/building codes, and all other Project related design and construction matters as may be necessary to produce a complete Project.

Design Interpretations and Clarifications: For elements of construction having no change in cost to the State the Professional will: (1) Provide instructions, and/or design interpretations and clarifications for design details within five (5) business days of the Construction Contractor's request record same, in writing; and (2) Revise the Professional's original final design architectural and/or engineering drawings and specifications as appropriate to the Project. Marking and initialing of drawings is not an acceptable form of written instruction.

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

Bulletins: All reproduction costs for design interpretations and clarifications and Bulletins related to the Professional's architectural and/or engineering final design errors or omissions and similar or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rates.

Describe, by Bulletin, design revisions necessary to correct the architectural and/or engineering final design errors or omissions, to address previously unidentified on-site field design conditions, to reduce costs and for all other matters approved by the Department involving costs or credit to the State. Postponement of action on items to accumulate multi-item Bulletins is not permitted.

Prepare and issue Bulletins within ten (10) business days of receipt of the Department's authorization. Bulletins shall be in such form and detail as the Department may prescribe. The Professional shall incorporate all accepted Bulletin revisions or design interpretations into the appropriate originals of all applicable Contract Documents. Such revised drawings and specifications shall be issued as part of Bulletins. Each Bulletin shall prescribe a time schedule for the Construction Contractor's response. Provide one electronic copy of each Bulletin to the Department and distribute as the Department may direct.

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

During the construction Phase of this Project, the "DTMB-0460, Project Procedures" documents package shall be used by the Professional in the administration of this Contract.

The Professional shall use the "DTMB-0452, The Professional's Inspection Record" for all on-site Inspection visits to the Project site. The form shall be completed and signed by the Professional and compiled monthly with the original form document sent to the Department's, Project Director and a copy sent to the Construction Contractor. The on-site Inspection record standard document form shall be completed and accompany the Professional's monthly payment request.

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

In observed cases which may involve danger to human life, immediate safety hazards to personnel, existing or impending damage to the Project, to State/Client Agency property or to other property; as may be impacted by the Project, the Professional shall inform the Construction Contractor(s) of the situation and their observations.

The Professional shall immediately record and report such situations to the Department and certify any accrued Project costs in writing. The Professional shall always have access to the Construction Contractor(s) work.

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

Monitor the quality and progress of the Project construction Phase work. Maintain all necessary Project records, provide on-site visitation reports, and provide all administrative office action as may be necessary to inform the Construction Contractor(s), in writing, with respect to their compliance with the design intent of the Contract Documents.

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

Task 601 COORDINATION: Coordinate the Professional's staff, Consultants, and all other Project related resources. Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated, and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting. Meeting minutes and agendas are to follow the order and outline of the Departments "Sample Progress Meeting Format" and include a summary of executed CCO's, pending CCO's, Shop and RFI Submittal Logs and statuses.

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

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

Task 603 PAYMENT PROCEDURES: Monitor, evaluate, and provide timely administrative action, as necessary, to certify or reject, as appropriate, and process the Construction Contractor's schedule of costs and monthly submitted payment requests. Review of Payment Requests are to be completed concurrently by the Professional and the Department's Field Representative in which the Professional is to then provide comments to the Contractor.

Payment by the State of Michigan to the Construction Contractor shall be based on the Construction Contractor's approved completion of Contract work performed prior to the date of each monthly submitted payment request. Payment to the Construction Contractor for each monthly submitted payment request invoice shall be made to the Construction Contractor within thirty (30) consecutive calendar days following the Department's receipt and approval of an approved payment request invoice from the Professional. Certification or rejection of all submitted payment requests will be made by the Professional, in writing, within ten (10) business days of receipt in the Professional's office.

The Professional shall certify to the Department, in writing, the dollar amount the Professional determines to be due to the Construction Contractor for their monthly submitted payment request or the Professional shall return the payment request to the Construction Contractor indicating the specific reasons in writing for rejecting the Construction Contractor's monthly submitted payment request certification.

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

No payment request certificate shall be submitted that requests payment for disputed Project work or any Project work showing deficient test results. No payment request certificate may be submitted after the Construction Contract completion date which does not provide for withholding of assessable and/or projected liquidated damages.

Pursuant to the Department's notification, the Professional's certification shall reduce from the amount earned, two (2) times the amount of any current prevailing wage rate payment deficiency, as certified by the Department of Licensing and Regulatory Affairs, Wage and Hour Division against the Construction Contractor or any Subcontractor or supplier thereof. Payment request rejections shall be accompanied with a written explanation and a copy shall be submitted to the Project Director and Department Field Representative.

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

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

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

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

Within ten (10) business days of its receipt, evaluate and provide the Department with appropriate written recommendations, along with an analysis of any request by the Construction Contractor(s) for a time extension of their Construction Contract completion date.

No recommendation for a Construction Contract time extension may be submitted to the Department which is not substantiated by the Professional's technical review and evaluation of the Project construction schedule showing critical path work, noncritical path work, and float time for the complete Project and any work at issue and having such detail as to clearly document the Construction Contractor's claim. Any recommendation for a time extension of the Construction Contractor's Contract completion date must include a complete analysis of all direct and indirect costs of the Construction Contractor, the Professional, and the Department regarding the time extension. Where the Project is not substantially complete on the Construction Contract completion date, notify the Construction Contractor and the Department, in writing, of the expiration of the Construction Contract completion date and of the assessment and/or withholding of liquidated damages.

Task 605 CONSTRUCTION TESTING PROGRAM: Monitor, evaluate, and provide timely administrative action as may be required in response to the results of the construction quality control and material testing program. In circumstances where the testing is not provided by the Department or the Professional, evaluate, and approve, or disapprove the Construction Contractor(s) work plan for providing all construction test reports.

Provide the Construction Contractor(s) and the Department with written evaluation of all construction test reports, copies of construction test reports, marked with the Professional's approval or disapproval within five (5) business days of receipt of the report.

Within five (5) business days of the receipt of any construction test reports not meeting the Construction Contract requirements direct the Construction Contractor(s), in writing, to take appropriate, corrective, or replacement measures within a prescribed time. Follow up, as appropriate, to require the Construction Contractor(s) to achieve the design intent of the Professional's Contract Documents and avoid delays to any element of work which may, in the Professional's opinion, result in a delay in the Construction Contract completion date. Notify the Construction Contractor, in writing, of any delinquent corrections/replacement and take administrative action in accordance with the Construction Contractor performance text of Task 606.

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

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

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

Potential Default: Upon notification by the Department of potential default by the Construction Contractor, where the Project Construction Contractor fails to adequately perform, the Professional shall proceed as follows: (1) Document the potential default, in writing, to the Construction Contractor, the Construction Contractor's surety and the Department; (2) Provide an explanation of the consequences of the potential default to the Project; (3) Provide the Department with a complete set of Project record documentation necessary to assist the Department in the legal implementation of the Construction Contractor's default action; (4) Establish an appropriate amount and withhold from payment certification of the associated line item(s), include a retainage

consisting of any costs expended for testing and other investigations necessary to establish unsatisfactory performance plus a contingency amount, adequate for the Department to correct such unacceptable performance by means other than the Construction Contractor; and (5) Notify the Construction Contractor and their surety, in writing, of the withholding.

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

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

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

Task 609 AS-BUILT DOCUMENTS: Within forty-five (45) consecutive calendar days after receipt of properly prepared and submitted Construction Contractor annotated as-built documents, incorporate, and render them into the Professional's original Contract Documents for as-built documents. The Professional shall provide the Design and Construction Division with the following two (2) types of deliverable as-built documents for Project close-out: 1) One (1) set of legible/reproducible bond copy completely updated and corrected, as-built records of the Contract Documents/architectural and/or engineering drawings; and 2) Two (2) electronic sets of completely updated and corrected as-built record close- out documents and architectural and/or engineering drawings, one in .pdf format and one in Auto CAD format that is "Auto CAD readable" and conforms to the American Institute of Architects (AIA) National CAD Standard format.

The as-built documents shall depict all construction modifications, additions, and deletions made either by Addendum, Bulletin, supplemental written instructions, and the written notations shown on the Construction Contractor's as-built drawings. The Professional's as-built architectural and engineering drawings shall be of such clarity, detail, and completeness that reference to other documents will not be required to describe or depict, the Project. The as-built documents shall be free of the Professional's original architectural and/or engineering final design errors and omissions. The Professional shall revise the final design as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final on-site Inspection. The Professional's services for the Task 609, As-Built Documents are not complete until: (1) The as-built architectural and engineering drawings have been verified, in writing, by the Professional to the Project Director as being accurate and complete; and (2) The as-built architectural and engineering drawings have been turned over and accepted by the Department's, Project Director in writing.

Task 610 CLOSE-OUT PROCEDURES: Maintain for the Project record a schedule of the Construction Contractor's required submittals for Project close-out. Review and approve or reject all submittals as appropriate.

Within forty-five (45) consecutive calendar days after Substantial Completion of the Project, after building or Project occupancy, verify to the Department's, Project Director in writing, that the following documents have been received: (1.) All Project code compliance approvals; (2.) Final Inspections; (3.) Final occupancy permits; (4.) Construction Contractor's as-built final design marked-up architectural and engineering drawings; (5.) Copies of "Operation and Maintenance Manuals" of the Project systems; and (6.) Equipment warranties and guarantees.

Provide to the Design and Construction Division within forty-five (45) consecutive calendar days after Substantial Completion of the Project, three (3) copies of "Operation and Maintenance Manuals" of the Project systems and equipment. These close-out manuals shall include copies of reduced size, as-built architectural and engineering drawings, specifications, and all instructions published or furnished by respective manufacturers, construction code compliance certificates, equipment warranties, and guarantees. The manuals shall also include a complete description of the Professional's Final Design intent concepts, operation, and required maintenance of each system. Participate in the Construction Contractor's start-up and in the training instruction of State/Client Agency personnel in the operation and use of the Project systems.

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

The Department may provide full or part-time Department Field Representatives to monitor the coordination and progress of the services of the Professional and the Project work of the Construction Contractor(s). Such Inspections may generate reports, minutes of meetings, notes, and documents, which will be available to, and may be useful for, the Professional. The Project Director, or Department Field Representative, has the authority to require the Professional to respond to and resolve design related problems, construction field problems and to attend Project related meetings. Unless delegated by specific written notice from the Department, the Department Field Representative does not have any authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time.

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

The Professional shall review the Project construction work in place and that sequentially planned. The Professional shall determine whether the actual Project construction schedule progress appears to be in accordance with the approved Project construction schedule and whether the quality of the work appears to be in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements and are without apparent defects or deficiencies. No on-site advertising by, or of, the Professional or Project signs other than those appropriate to locate an approved field office will be permitted.

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

Task 702 PRECONSTRUCTION MEETING: Preside at and record preconstruction/organizational meetings for each Construction Contract. Issue meeting minutes and the completed "DTMB 0460, Project Procedures" documents package.

Task 703 CONSTRUCTION INSPECTIONS: The Professional and their Consultants shall conduct and record the principal events and status of the work of all scheduled and other on-site Project activities. The construction field Inspections shall occur as the field conditions and the Project may require and during the regularly scheduled progress and payment meetings.

All construction progress Inspections shall be recorded in the form of a written report to the Department and the Construction Contractor within five (5) business days of the Project construction progress Inspection. The purpose of such Inspection/visitations includes, but is not limited to: (1) Achieve and maintain a working familiarity with the status, quantity, and quality of the Project construction work in place; (2) Determine if the

actual Project construction schedule progress is in accordance with the approved Project construction schedule; (3) Review the installation and determine the acceptability of preparations for, and installation of, pending critical construction components and activities; and (4) The Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify, in writing, to the Department's, Project Director and the Department Field Representative that the quantity and quality of all Project construction work is in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements.

Task 704 PROBLEM SOLVING MEETINGS: Conduct and record problem solving meetings between the Professional and the Professional's Consultants, the Construction Contractor(s), their Subcontractors, the Department, the Project Director and the Department Field Representative, and any construction managers and other affected parties on-site or elsewhere to assess the construction work progress and provide design interpretation decisions to resolve problems affecting the construction work. These problem- solving meetings shall be scheduled as the construction field conditions and the Project may require, and/or shall be at such time as the Construction Contractor(s), the Professional, the Department, the Project Director, the Department Field Representative and any construction manager agree is appropriate to the Project construction work progress. Non-scheduled or emergency meetings shall be held at such time as necessary to maintain the schedule of various work items and to avoid delays in the Construction Contract completion date.

Task 705 PROGRESS MEETINGS: Conduct and record scheduled Project construction progress meetings (twice a month) with the Project Director, the Department Field Representative, the State/Client Agency, the Construction Contractor(s), and any construction manager. Assess Project construction work progress and provide timely, administrative actions as necessary to maintain the Project construction work on schedule and respond to and resolve all design related and construction items affecting the Project construction cost and be in compliance with the design intent of the Contract Documents, in accordance with Tasks 513 and 514.

Task 706 FINAL PROJECT INSPECTION: Conduct final construction field Inspections of the Project, in concert with the Construction Contractor(s), the Project Director, the Department Field Representative, the State/Client Agency, and any construction manager. Final Project field Inspections shall be conducted to witness and record equipment start-up and all testing, to verify, in writing, that each Construction Contractor has achieved Substantial Completion, to prepare Punch List(s) items, and to determine the status of any part of the Project construction work where the Department intends to take beneficial use or occupancy. Verify to the Project Director and Department Field Representative, in writing, the completeness and accuracy of the Construction Contractor's as- built drawings during the Project construction Phase Field Inspection(s) and identify any corrections required. The Professional shall revise the final as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final Inspection. Determine to the extent possible that the Project has been constructed in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements and that all equipment and systems function without defects.

ARTICLE II
COMPENSATION

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

Compensation to the Professional shall be on an hourly billing rate basis for professional services rendered by salaried and non-salaried professional, technical, and 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 DTMB Form 0402 - Contract Order by the Department to the Professional, authorizing the Professional to start the Project work.

The preparation of Bulletins and Contract Change Orders resulting from increases in the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional, as approved by the Project Director, on an hourly billing rate basis in accordance with this article.

This compensation shall not exceed seven and half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director. The Professional shall provide, at no additional compensation, professional services necessary to respond to and resolve all Construction Contractor design related claims arising wholly or in part from the Professional's Contract Documents errors or omissions or other aspects of the Project's design or the Professional's performance which are inconsistent with the Professional or Construction Contract. Reproduction costs for the Professional firm's interpretations, study/design clarifications, and Bulletins necessary to achieve the Contract scope of work final design requirements is not allowable for reimbursement and shall be accounted as part of the Professional firm's lump sum fee of this Contract.

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

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

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

Hourly billing rates include but are not limited to: Overhead items such as employee fringe benefits, vacations, sick leave, insurance, taxes, pension funds, retirement plans, meals, lodging, 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's Consultant services shall be billed as an authorized reimbursable expense item at a direct cost times the Firm's mark-up percentage, not to exceed 5%, 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, not to exceed 5%. Reimbursement of authorized expense items at direct cost times the firm's mark-up percentage amount is intended only 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.

For Projects further than 100 miles one-way from the Professional firm's office, travel expenses to the project site will be allowed as a reimbursable expense at the State of Michigan's rates, based on DTMB's Vehicle and Travel Services Travel Rate Reimbursement for premium mileage rates in effect at execution of this contract. Mileage allowed will be actual, less 100 miles each way. Other travel expenses are not to be included, unless specifically authorized in writing.

In addition, direct cost reimbursement items may include soil borings, site surveys and any required laboratory testing not performed in house, Design Code Compliance and Plan Review Approval Fees by the licensing agency; reproduction of documents for legislative presentation, artistic productions, mobilization of testing equipment, laboratory costs for testing samples, per-linear-foot cost of soil borings and specialized inspections of the structural, mechanical, electrical, chemical or other essential components of the Project.

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

ARTICLE III
PAYMENTS

Payment of the professional services fee shall be based on the Professional's performance of authorized professional service(s) performed prior to the date of each submitted payment request. Payment requests shall be submitted monthly to the Project Director on a payment request form (DTMB- 440). Payment for each monthly submitted payment request shall be made within thirty (30) consecutive calendar days following the Department's approval of the payment request.

Payment requests shall include signed certification by the Professional of the actual percentage of work completed as of the date of invoicing for each Phase and summarize the amounts authorized, earned, previously paid, and currently due for each Project Phase. Payment requests shall be supported by itemized records or documentation in such form and detail as the Department may require. Each of the Professional's Consultant's submitted payment request applications shall include similar information.

This includes, but is not limited to:

a) Phase Numbers for the professional services provided.
b) Professional's personnel and position/classification providing service and hours worked
d) Current hourly billing rate charges for each individual position/classification.
e) Copy of certified on-site visitation log or site visit report showing time on-site.

f) Itemized invoices from each of the Professional's Consultant's documenting that firm's professional services charge and the Project work related services provided.
g) Authorized reimbursable expense items provided with receipts and invoices.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify the Professional of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to the Professional's continuing obligations, including claims for deficiencies or substandard Contract Activities. The Professional's acceptance of final payment by the State constitutes a waiver of all claims by the Professional against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under the Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic funds transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy if may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

ARTICLE IV
ACCOUNTING

The Professional shall keep current and accurate records of Project costs and expenses, of hourly billing rates, authorized reimbursable expense items, and all other Project related accounting document to support the Professional's monthly application for payment. Project records shall be kept on a generally recognized accounting basis. Such records shall be available to the Department for a period of three (3) years after the Department's final payment to the Professional. The State of Michigan reserves the right to conduct, or have conducted, an audit and inspection of these Project records at any time during the Project or following its completion.

ARTICLE V
INSURANCE

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

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

(a) The Professional must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of or result from or are alleged to arise out of or result from the Professional's or a consultant's performance, including any person directly or indirectly employed by the Professional or a Consultant, or any person for whose acts the Professional or a consultant may be liable.

(b) The Professional waives all rights against the State for the recovery of damages that are covered by the insurance policies the Professional is required to maintain under this Section. The Professional's failure to obtain and maintain the required insurance will not limit this waiver.

(c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self- insurance) carried by the State.

(d) The State, in its sole discretion, may approve the use of a fully funded self-insurance program in place of any specified insurance identified in this Section.
(e) Unless the State approves, any insurer must have an A.M. Best rating of "A-" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State. To view the latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) visit the A.M. Best Company internet web site at http://www.ambest.com.

(f) The Professional is responsible for the payment of all deductibles.

(g) 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.

(h) Workers' Compensation Insurance: The Professional must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Professional's domicile. If the applicable coverage is provided by a self-insurer, the Professional must provide proof of an approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of the Professional's domicile, the Professional must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

(i) Except where the State has approved a subcontract with other insurance provisions, the Professional must require any Consultant to purchase and maintain the insurance coverage required in this Article. Alternatively, the Professional may include a Consultant/Subconsultant under the Professional's insurance on the coverage required in that Section. The failure of a Consultant/Subconsultant to comply with insurance requirements does not limit the Professional's liability or responsibility.

(j) If any of the required policies provide claims-made coverage, the Professional must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Professional must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

(k) Professional must: (a) provide insurance certificates to the Contract Administrator, containing the (1) project file number; (2) the project title; and (3) description of the program, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that consultants maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

Commercial General Liability Insurance	
Minimum Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Professional must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
Minimum Limits: $2,000,000 General Aggregate	Professional must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: $1,000,000 Per Accident	Professional must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: $1,000,000 Each Occurrence $2,000,000 Annual Aggregate Deductible Maximum: $50,000 Per Loss	
Environmental and Pollution Liability (Errors and Omissions) ***	
Minimum Limits: $1,000,000 Each Occurrence $2,000,000 Annual Aggregate	Professional must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured.

(* Professional to include Pollution Liability Insurance if needed ***)**

ARTICLE VI
INDEMNIFICATION

(a) To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Professional in the performance of this Contract and that are attributable to the negligence or tortious acts of the Professional or any of its Subconsultants/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 Subconsultants/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 Subconsultants/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 Subconsultants/Consultants, or the operation of such equipment, software, commodity or service, or the use of reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

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

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

ARTICLE VII
OWNERSHIP OF DOCUMENTS

All Project deliverables, including but not limited to reports, Bidding Documents, Contract Documents, electronic documents and data, and other Project related documents, including the copyrights, prepared and furnished by the Professional shall become the property of the State of Michigan upon completion of the Project, completion and acceptance of the professional's work, or upon termination of the Contract. Project deliverables shall be delivered to the Department upon their request. The Professional shall have no claim for further employment or additional compensation because of this Contract requirement. The Professional may retain a copy of all Project documents for their files. The professional is to provide unedited CAD files (without Professionals title block) to the Contractor as requested for use in creating Shop Drawings at no additional cost.

If the Professional is in default or breach of its obligations under this Contract, the State shall have full ownership rights of the Project deliverables, including Bidding Documents and Contract Documents, including all electronic data. If the Professional is in default or this Contract Agreement is terminated, the State shall not use the Contract Documents and deliverables of this Contract for completion of the Project by others without the involvement of other qualified Professionals who shall assume the professional obligations and liability for the Project work not completed by the Professional.

To the fullest extent allowed by law, the State releases the Professional, the Professionals Consultant(s) and the agents and employees of any of them from and against legal claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the State's use of the Contract Documents other than in accordance with this Contract Agreement. All Contract deliverables listed may be published or issued for informational purposes without additional compensation to the Professional. The Professional may not use any of the Contract Documents and Contract deliverables for any purpose that may misrepresent the professional services they provided. The Professional shall retain full rights to the Contract Documents and deliverables and the right to reuse component information contained in them in the normal course of the Professional's professional activities.

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

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

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

ARTICLE VIII
TERMINATION

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

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

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

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

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

8.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Professional had not so failed, the termination shall be deemed to have been affected 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.

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

ARTICLE IX
SUCCESSORS AND ASSIGNS

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

ARTICLE X
GOVERNING LAW

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

ARTICLE XI
NONDISCRIMINATION

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

a) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex *(as defined in Executive Directive 2019-09)*, 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 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 job or position.

b) 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.

c) 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; Executive Directive 2019-09; 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 the persons with whom the Professional is declared ineligible to Contract as a contracting party in future Contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing Contract is a possibility, the State shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

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

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

ARTICLE XII
CONTRACT CLAIMS AND DISPUTES

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

ARTICLE XIII
DEFINITION OF TERMS

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

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

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

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

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

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

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

BULLETIN: A standard document form (DTMB-0485, Bulletin Authorization No. and the DTMB-0489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders) used by the Department to describe a sequentially numbered change in the Project under consideration by the Department and the Professional and to request the Construction Contractor to submit a proposal for the corresponding adjustment in the Contract price and/or Contract time, if any. These standard document forms are a part of the "DTMB-0460, Project Procedures" documents package.

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

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

CONSTRUCTION INSPECTION SERVICES: The Professional's field Inspections of the Project during the construction Phase of this Contract which includes but is not limited to: (1) Documenting the quantity and quality of all Project construction work and verifying that the Project construction work is properly completed; (2) Resolve Project problems that are affecting the Project construction work, certify payment requests, process Bulletins, Contract Change Order recommendations, and requests for information (RFI's) in a timely manner as prescribed in the

Department's, current version of MICHSPEC or DC Spec as adopted and modified by the State of Michigan and incorporated into the Construction Contract; and the (3) Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's Project Director and the Department Field Representative that the Project construction work is in compliance with the Professional's design intent and that the Project has been completed by the Construction Contractor in accordance with the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements. The Professional shall provide sufficient Inspections of the Project during the construction Phase to administer the construction Phase field and office services as directly related to the degree of Project complexity, up to and including full-time field Inspections. Construction field Inspections shall occur as the construction field conditions and the Project may require and during the regularly scheduled progress (twice monthly) meetings. The Professional shall use for their construction field Inspection services, only personnel having professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The Professional agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

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

CONTRACT CHANGE ORDER: A standard document form (DTMB-0403) issued and signed by the State of Michigan and signed by the Professional which amends the Project Design Professional's Contract Documents for changes in the Appendix 1 – Project/Program Statement or an adjustment in Contract price and/or Contract time, or both.

CONTRACT DOCUMENTS: The Professional's Phase 100 – Study, Final Report and Phase 500 - Final Design architectural and/or engineering plans/drawings, specifications, Construction Contract, instructions to construction Bidders, proposal, Bidding Documents, agreement, conditions of the Contract, payment bond, performance/labor and material bond, prevailing wages if applicable, all Addenda, and attachments as may be necessary to comprise a Construction Contract for the Project. Specifications for this Contract will be prepared for Division 00 through 49, in the current version of the Master Format Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the Project.

CONTRACT MODIFICATION: A form (DTMB-0410) amending the Contract signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the Appendix 1 – Project/Program Statement or previously unknown on-site field conditions as approved by the Department will be compensated to the Professional by way of the Contract Modification in accordance with the Article 2, Compensation text of this Contract. Any Contract Modification of this Professional Services Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional's Phase 100 – Study, Final Report and Phase 500 - Contract Documents/architectural and/or engineering study/design errors, omissions or neglect on the part of the Professional.

CONTRACT ORDER: A form (DTMB-0402) issued and signed by the State of Michigan authorizing a Professional to: (1) Begin to incur Project expenses and proceed with the Project on-site; and (2) Provide professional services for the fee amount designated in the Phases of the Contract Order. Issuance of the DTMB-0402 certifies that: (1) The State will enter into a Professional Services Contract for the professional services described in the various Phases of this Contract; and that (2) The proper three (3) sets of Certificate of Insurance documents have been received and accepted by the State along with the approval and signing of the Professional's Professional Services Contract by the SFA, DCD Director.

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

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

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

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

DEPARTMENT FIELD REPRESENTATIVE: An employee of the State under the direction of the Department who provides the Inspection of construction Projects for compliance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specification requirements and the building construction codes. The Department Field Representative is the liaison between the Construction Contractor, the Professional, and the Project Director. The Project Director, or the Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project meetings. Unless delegated by specific written notice from the Department, the Department Field Representative has no authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time. The Department Field Representative is be included throughout all other phases (100 – 400) to provide additional knowledge and input throughout the development of the project.

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

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

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

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

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

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

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

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

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

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

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

PUNCH LIST: A list of minor construction Project items to be completed or corrected by the Construction Contractor, any one of which do not materially impair the use of the Project work, or the portion of the Project work inspected, for its intended purpose. A Punch List shall be prepared by the Professional upon having made a determination that the Project work, or a portion of the Project construction work inspected, in concert with the Professional, the Construction Contractor, the Department, the Project Director and the Department Field Representative, the State/Client Agency and any construction manager, is substantially complete and shall be attached to the respective DTMB-0455, Certificate of Substantial Completion form. This standard document form is a part of the "DTMB-0460, Project Procedures" documents package.

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

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

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

SUBSTANTIAL COMPLETION: The form (DTMB-0445) stating that the Project work, or a portion of the Project work eligible for separate Substantial Completion, has been completed in accordance with the design intent of the Professional's Contract Documents to the extent that the Department and the State/Client Agency can use or occupy the entire Project work, or the designated portion of the Project work, for the use intended without any outstanding, concurrent work at the Project work site, except as may be required to complete or correct the Project work Punch List items.

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

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

ARTICLE XIV
COMPLETE AGREEMENT/MODIFICATION

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

APPENDIX 1

PROJECT/PROGRAM STATEMENT

DTMB-0427 (R 01/21)

PROJECT STATEMENT

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design and Construction Division
3111 West St. Joseph Street
Lansing, Michigan 48909

FILE NUMBER	ACCOUNTING TEMPLATE	PROPOSAL DUE DATE
Various	Various	Thursday, March 11, 2021

CLIENT AGENCY
Department of Technology, Management and Budget

PROJECT NAME AND LOCATION
2021 Indefinite Scope Indefinite Delivery (ISID) for General Professional Design Services

PROJECT ADDRESS (if applicable)
Various

CLIENT AGENCY CONTACT	TELEPHONE NUMBER
DTMB - DCD PROJECT DIRECTOR	**TELEPHONE NUMBER**
Tim Hall	517.881.4173

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:
No Pre-Proposal Meeting or Walkthrough will be held.

☐ **MANDATORY (Check box if Mandatory)**

PROJECT DESCRIPTION/SERVICES REQUESTED

Provide professional architectural, engineering, surveying, or landscape architectural ISID services for a variety of state funded construction projects.

Please NOTE:

- Proposal responses MUST also be uploaded to SIGMA VSS. Please enter $1.00 total cost as proposal amount. Additionally, hard copy proposals MUST also be received by 2:00 p.m., local time on the date due to be considered responsive and responsible.
- Please remember that individual attachments can be no larger than 6mb.
- If you experience issues or have questions regarding your electronic submission, you must contact the SIGMA Help Desk for assistance. They can be reached by telephone at 888.734.9749 or by email at sigma-procurement-helpdesk@michigan.gov
- Vendors are reminded to keep our office apprised of SIGMA VSS issues and to include your SIGMA ticket number when communicating with our office. Emailed submissions will need prior DCD approval and will be handled on a case-by-case basis. Approved emailed submissions MUST be received prior to 2:00 p.m. deadline to be considered responsive and responsible.

NIGP CODES
90607, 90610, 90632, 90638, 90642, 90644, 90646, 90648, 90658, 90672, 92507, 92531, 92540, 92588

DESIRED SCHEDULE OF WORK
Dependent on the assigned project.

ACCEPTING RFP QUESTIONS UNTIL: 12:00 p.m., local time on Thursday, March 4, 2021

Please do not submit online questions via VSS. ALL questions should be emailed to Tim Hall at hallt2@michigan.gov

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 (DCH, EGLE, DNR, and MIOSHA), 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)

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design and Construction Division

REQUEST FOR PROPOSAL
ADDENDUM NO. 1

This form identifies an Addendum to a Request for Proposal for Professional Services, and incorporates interpretations or clarifications, modifications, and other information into the Request for Proposals. Addenda will be numbered by the Project Director and distributed through SIGMA Vendor VSS as an attachment.

TO:	DATE ISSUED
ALL PROPOSERS	February 2, 2021
PROJECT NAME 2021 Indefinite Scope Indefinite Delivery Request for Proposal for General Professional Design Services (Architectural Engineering, Landscape Architecture)	FILE NUMBER
PROJECT DIRECTOR Tim Hall	PROPOSAL DUE DATE: Thursday, March 11, 2021

ADDENDUM ITEMS: (attach additional sheets and drawings if required)

Please replace Questionnaire posted on January 25, 2021 with the Questionnaire posted today with a revision date of 210202

End

APPROVED BY:
Tim Hall
PROJECT DIRECTOR
DATE February 2, 2021

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design and Construction Division

REQUEST FOR PROPOSAL
ADDENDUM NO. 2

This form identifies an Addendum to a Request for Proposal for Professional Services, and incorporates interpretations or clarifications, modifications, and other information into the Request for Proposals. Addenda will be numbered by the Project Director and distributed through SIGMA Vendor VSS as an attachment.

TO:	DATE ISSUED
ALL PROPOSERS	March 5, 2021
PROJECT NAME 2021 Indefinite Scope Indefinite Delivery Request for Proposal for General Professional Design Services (Architectural Engineering, Landscape Architecture)	FILE NUMBER
PROJECT DIRECTOR Tim Hall	PROPOSAL DUE DATE: March 11, 2021

ADDENDUM ITEMS: (attach additional sheets and drawings if required)

Below are the questions received and Design and Construction's response

Q1 – Are we required to keep the questionnaire in the word document and format or can we recreate it to match our overall proposal style / font. No information will be cut or excluded.

Response – As long as the DTMB logo, wording, and order are maintained, you may modify the document to match your overall proposal style / font.

Q2 – Under the Article 1 Business Organization section requests submitting firms to list "partnering organizations". If one or more partnering organizations are listed and the intent is that those firms will be providing services beyond what the primary firm offers, should the resumes of team members from the partnering organizations be included in Part I Technical Proposal (II-2 Personnel)? Likewise, should cost information be provided for those team members?

Response – Yes

Q3 – In the Technical portion of the RFP, it appears there are two requests for similar information.

1. Address programing, schematic and design development phases, construction documentation and construction inspection.
2. Management Summary, Work Plan and Schedule

Response: There are two separate and distinct responses requested, first, as part of Understanding of Projects and Tasks it is requested that you address programming, schematic and design development phases, construction documentation and construction inspection as part of your broader understanding of the tasks and how they may be likely related to ISID project assignments expected by this RFP; second, is a broader and more detailed explanation of your Management Summary, Work Plan and Schedule to ensure the success of projects expected to result from this RFP.

APPROVED BY:

Tim Hall DATE: March 5, 2021

APPENDIX 2

PROFESSIONAL'S PROPOSAL

2021 Indefinite-Scope Indefinite-Delivery – Request for Proposal General Professional Design Services (Architecture, Engineering, Landscape Architecture)

Response to Request for Proposal

Part I - Technical Proposal

March 11 , 2021

PEA GROUP



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PEA GROUP

March 11 , 2021

Response to Request for Proposals – 2021 ISID General Professional Design Services

Dear Ms. Watros,

The State of Michigan seeks professional architectural, engineering, surveying, and landscape architectural Indefinite-Service, Indefinite-Delivery (ISID) services for a variety of state-funded construction projects. PEA Group was awarded this contract previously in 2017 and hopes to continue through the next contract period. Since being awarded this contract, PEA Group has expanded our services and continued to further our portfolio completing projects throughout the State of Michigan.

PEA Group is an award-winning, multidisciplinary site design firm offering a full roster of services to assist our partners and clients through the site design process. Our firm has over 140 professionals, all working to positively impact the built environment through site design. Our team of landscape architects, engineers, and designers have experience with many aspects of land development consulting, including civil engineering, landscape architecture, geotechnical investigations, and land surveys for maintenance, alteration, and construction projects throughout the State of Michigan. Our documentation standards offer clarity and ease of understanding for contractors and minimize costly miscommunication of design intent. Our ability to perform all of the site-related design and engineering in-house gives us a high level of coordination in our project. Our surveyors, engineers, and designers work closely together to develop appropriate and constructible design solutions for our clients. We take pride in our ability to deliver quality engineering and design results and complete projects on-time and on-budget with minimal changes.

We understand that the State of Michigan will be utilizing its streamlined qualifications-based selection process for acquiring professional design and engineering services. Under this process, the Department of Technology, Management, and Budget (DTMB), Design and Construction Division (DCD) Project Director will select a prequalified ISID professional to provide an acceptable proposal of services and fees for a specific project. To meet your requirements, PEA Group has prepared this submittal of our qualifications for your review. Should you have any questions or need additional information, please contact Burke Jenkins at (313) 769-5655; email: bjenkins@peagroup.com.

Thank you for this opportunity,
PEA Group





David N. Hunter, PE, PS, LEED AP
Executive Vice President

Burke Jenkins, PLA, ASLA
Senior Project Manager



PEA Group
2430 Rochester Court,
Suite 100
Troy, MI 48083
t. 248.689.9090
peagroup.com

Additional Office Locations
Detroit, MI
Brighton , MI
Washington, MI
Houston, TX

Business Status
Privately Owned
Corporation
Established 1947
Fed ID: 38-1813731
Detroit Based Business

Services
Civil Engineering
Ecological Consulting
Geotechnical Engineering
Landscape Architecture
Land Surveying

PEA Group is an award-winning, multidisciplinary site design firm offering a full roster of services to assist our partners and clients through the site design process. Since 1947, our professionals have been providing creative site design solutions for various projects, from education and senior living to residential and industrial.

Our integrated service structure allows the PEA Group staff to collaborate on all aspects of your project seamlessly. We design for real-world scenarios - bringing creativity and discipline to every project, partnering with clients to produce dynamic spaces that work beyond the moment, standing the test of time. We harness our team's shared knowledge and experience, creating solutions with the utmost attention to the fine details while always having the bigger picture in mind. We believe the best solutions are those that go beyond expectations.

Others see spaces, we see possibilities for *something better*.

140	61	39	12	19
Total Staff Members	Civil Engineers	Land Surveyors	Landscape Architects	Geotechnical Engineers/ Technicians

Why PEA Group?



QUALITY

We operate with the belief that quality is central to success. With every project, we consider every single detail. Quality is the foundation of our reputation, the cause for our exceptional referral rate, and a dominant characteristic of our team.



PARTNERSHIP

We are stronger when we work together. Whether with our internal disciplines or our clients, there is no room for siloed work at PEA Group. There's just no other way to get things done.



RESPONSIVE

When you call, we pick up the phone. It's that simple. We're there when you need us. It may seem like a novel concept, but it's just the way we've always done things.



DRIVEN

You can feel it when you walk in our doors or see us on a job site. Our passion to do things that make people's lives better comes through no matter what problem is before us.

Understanding of Project and Tasks

Understanding of Project and Tasks

PEA Group has almost 75 years of experience providing civil engineering, land surveying, landscape architecture, and geotechnical engineering consulting services throughout the Midwest on public and private projects. Our team members have worked on a range of projects from small public parks, boat launches, and paving projects to large scale 100+ acre developments and wildlife habitat restoration projects. PEA Group takes projects from concept through construction, working closely with owners and contractors to ensure the final project meets expectations. Our history in working with universities, hospitals, commercial clients, and government agencies gives PEA Group the experience to respond appropriately to a project's needs. We understand that projects under this ISID contract are likely to vary immensely and whether they be small parking lot upgrades or large scale master planning efforts, our team of site design professionals has the experience and expertise needed.

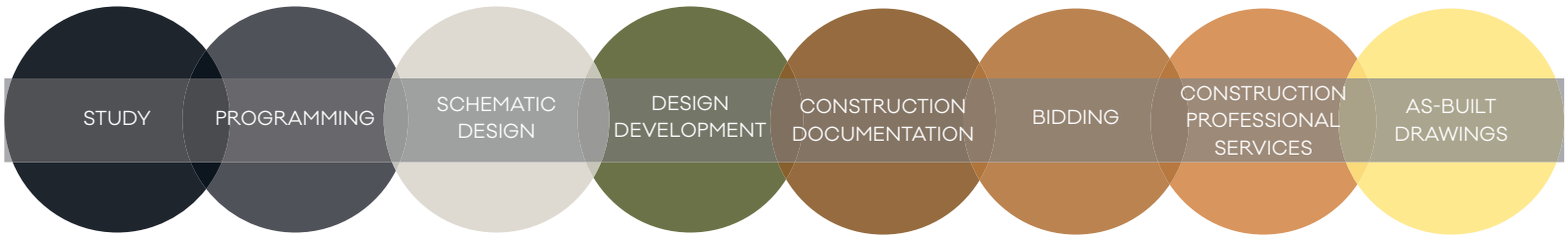
A short list of projects below exemplifies some of our staff's related work experience.

- State of Michigan DTMB William G. Milliken State Park and Harbor
- State of Michigan DTMB Maxey Boys Facility Pavement Restoration
- State of Michigan DTMB Reuther Activity Center
- Pavement Asset Management and Repairs for General Motors
- Pavement Asset Management Road Network Data Collection for Genesee County
- Pavement Asset Management Road Network Data Collection for the City of Kalamazoo
- City of Novi Road Repair Program
- Ralph C. Wilson, Jr. Centennial Park
- Detroit Riverside Park Phases 3 and 4
- Detroit West Riverfront, Clean and Safe Riverwalk Repairs
- University of Michigan Schembechler Hall
- Troy Schools Bond Program
- Warren Consolidated Schools Bond Program Land Surveying
- Howell Public Schools Bond Program
- City of Sterling Heights Park Improvement Program Land Surveying
- Oakland County Parks and Recreation Red Oaks Park Improvements
- Macomb County Department of Roads Plan Reviews
- Wayne County Airport Authority Landside Infrastructure Services
- Oakland Township Municipal Engineering Consultant
- Addison Township Municipal Engineering Consultant
- Iosco Township Municipal Engineering Consultant
- Village of Morrice Municipal Engineering Consultant
- Washington Township Municipal Engineering Consultant
- Beaumont Hospital Royal Oak, Troy, and additional MI Medical Office Buildings
- Detroit Medical Center-Multiple Hospital Facility Projects
- Consumers Energy Multiple Statewide Projects

Understanding of Project and Tasks

PEA Group's experienced engineers, surveyors, and designers possess the expertise to handle all of the site design and engineering tasks internally without having to add cost or additional consultants to a project. Having all team members working on a project in the same company provides better overall coordination, timely communication, and well coordinated construction documents.

We understand that not all phases of work are required for every project. We have experience working on project phases ranging from initial study through construction and punchlist. A typical PEA Group project might include:



Study: In many of our projects, a study phase has either already been performed by the owner or is not required. When it is called for, PEA Group works with the owner to review the existing site information. We visit the site to understand what the issues are both on site and in the area that impacts the property. If necessary, PEA Group may utilize our survey team to collect existing topographical and utility information. An analysis of our findings is prepared with consolidated site information and appropriate recommendations. Additionally, PEA Group can provide geotechnical investigations, wetland delineation, ADA accessibility review, and pavement evaluation services if needed as part of the Study Phase of work.

Programming: Using the study document and owner supplied information, our team will review the anticipated program requirements and further develop these into the approximate project size and budget items. Our team will meet with the expected user group to confirm the program and adjust as necessary. The program document will serve as our guide and as confirmation of the project scope in cooperation with the owner before moving into later phases of design.

Schematic Design: Based on the program, using the survey as a base, PEA Group will develop a schematic design for the project. The plan will be used to coordinate the program elements into the most viable arrangement on the site. Multiple drafts of the schematic design may be prepared for the owner to review along with cost estimates. The preferred schematic design will be rendered and may include a perspective rendering to better illustrate the design intent. During schematic design, materials and furnishings are selected and precedent images may be shared with the owner to assist in selection and visualization.

Design Development: Building upon the selected schematic design, the project progresses forward towards bid documents. The design development phase is essentially 50% construction drawings. We will develop key details, firming up the design. Outline specifications are prepared and the cost estimate is created. PEA Group will meet with the client team to review the plans and confirm any questions and coordinate before completing the final design/construction documents and QA/QC check.

Understanding of Project and Tasks

Construction Documentation: PEA Group will incorporate any comments from the design development review and complete the construction drawings and specifications to 100% ready for bid. Once finished, we will complete an internal QA/QC review of the documents and prepare the final documents for bid. Bid documents typically include drawings, specifications, bid forms, and front end contract/specification documents supplied by the owner and edited appropriately per the project requirements.

Bidding: PEA Group will attend a pre-bid meeting to support the project representative and answer contractor questions in cooperation with the owner. Addendums are prepared to respond to contractor-generated questions and distributed to all bidders. Following receipt of the bids, our team will assist the owner in reviewing the bids received and offer a recommendation of the lowest responsive, responsible qualified bidder.

Construction Professional Services: Following award of the construction contract, PEA Group will work with the owner to determine the appropriate number of site visits. In general, our team will visit the construction site throughout the construction period to ensure the project is being constructed according to contract documents. Our team will also review and respond to shop drawings and requests for information from the contractor. In addition, PEA Group will respond to any contractor questions that may come up in the field and work with the owner to address any conditions that are encountered that were not known prior to construction (i.e. underground tanks, debris, buried foundations). Additionally, we will review contractor applications for payment and advise as to the completeness of the work as payment is requested. Our design team will perform a final "punch list" site visit and distribute to the owner and contractor the punch list identifying incomplete or unsatisfactory items of work.

As-Built Drawings: Following the completion of construction, PEA Group will use the contractor's field markups to prepare "as-built" drawings of the completed project. When necessary, the PEA Group survey personnel can be deployed to confirm topographical conditions critical to the project.



Personnel

Personnel

With over 140 professional engineers, landscape architects, and land surveyors. PEA Group has the expertise to assist DTMB on any project with a site design, construction, alteration or maintenance need. Our staff members are highly collaborative and experienced in a broad range of project types. Based upon the specific project, PEA Group will assign the team of professionals best suited to the project to provide DTMB with the experience and expertise needed.

It is anticipated that most project teams will require a mix of landscape architects, civil engineers, and land surveyors. We will assign a Principal in Charge and a Senior Project Manager based on the project type and scope to oversee our internal team and be the primary contact for DTMB. This project manager will serve as DTMB's partner from concept through completion.



Key Personnel

Civil Engineering

- John Dell'Isola, PE, Senior Project Manager*
- Emil Bunek, PE, Project Coordinator*
- Scott Peruski, PE, Project Coordinator
- Jill Rickard, MS, PE, Project Engineer
- Wendy Ripper, PE, Project Engineer
- Joe Wywrot, PE, Senior Project Engineer
- John Watkins, PE, Senior Staff Engineer
- Matthew Hocking, PE, Project Manager
- Kevin Nosek, PE, Project Manager

Landscape Architecture

- Jeff Smith, PLA, LEED AP, Senior Landscape Architect*
- Burke Jenkins, PLA, ASLA, LEED AP, Senior Landscape Architect*
- Noah Birmelin, PLA, Senior Landscape Architect
- Janet Evans, PLA, Project Coordinator
- Lynn Whipple, PLA, Landscape Architect
- Kim Dietzel, PLA, Landscape Architect

Land Surveying

- Todd Shelly, PS, Senior Project Manager*
- Chris Beland, PS, Senior Project Manager*
- Sean Harris, GIS Specialist, Staff Surveyor
- Rami Tamimi, Drone Pilot, Staff Surveyor

Geotechnical Engineering

- Jack Sattelmeier, PE, LEED AP, Senior Project Manager*
- Rebecca Bentley, PE, Senior Project Manager*
- Dave Clark, CWI, RRO, On-site Construction, Construction Observer*

Facility Consulting

- Jim Christopher, Facilities, Project Coordinator*
- Dave Clark, CWI, RRO, Roofing, Project Coordinator*
- Daniel Stys, PE, Pavement, Senior Project Manager
- Michael Franklin, PLA, Site Amenities, Senior Landscape Architect

Ecological Consulting

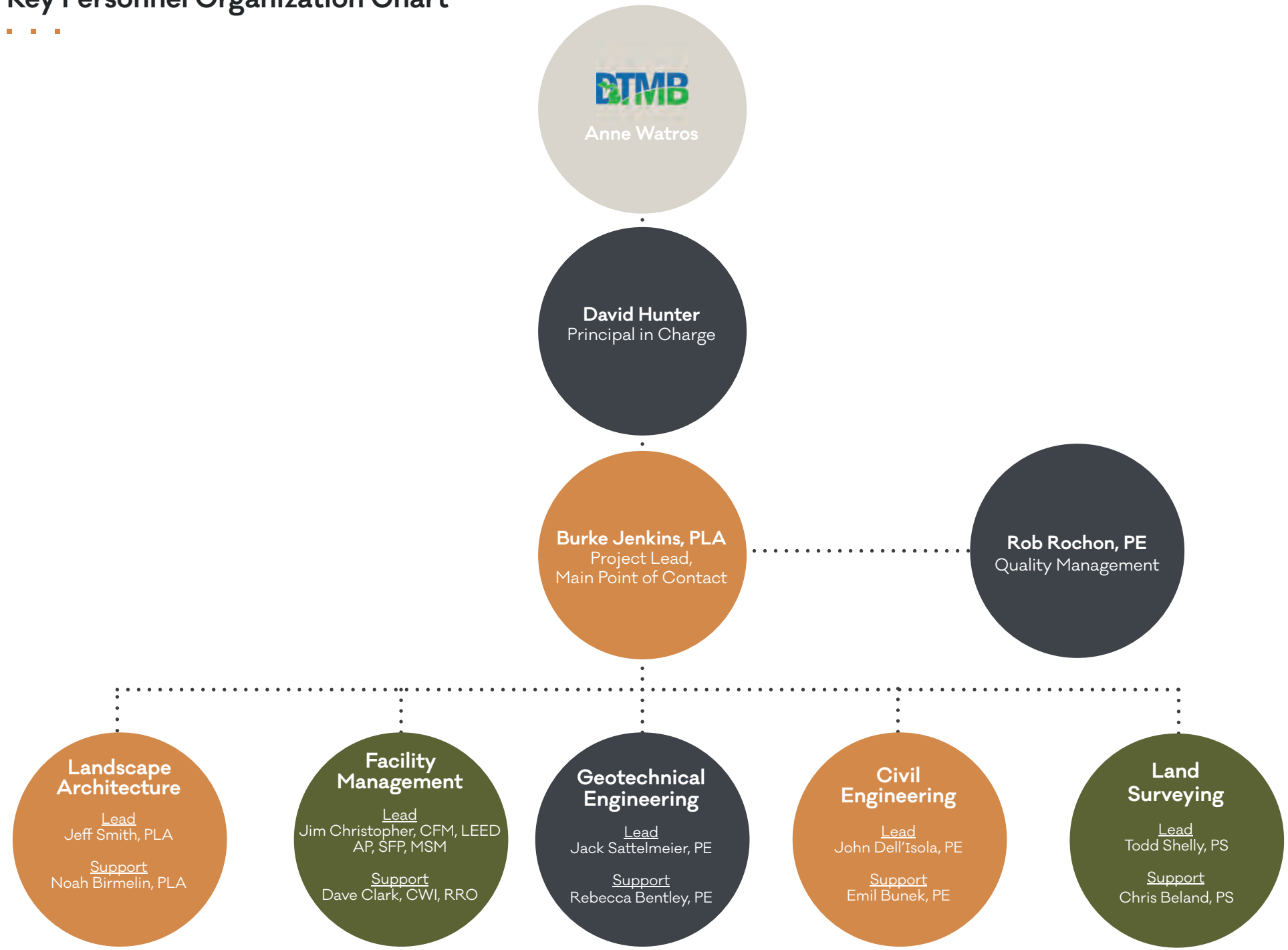
- Theresa Pardington, PLA, PWS, ISA-CA, Eco Technician

Quality Management

- Rob Rochon, PE, Quality Management, Senior Project Manager*

**Denotes key personnel*

Key Personnel Organization Chart



Burke Jenkins, PLA, ASLA, LEED AP

Detroit Office Manager



Burke Jenkins manages PEA Group's Detroit office and has over 18 years of experience designing and managing projects from concept through construction. His project experience includes urban design, parks and recreation, green infrastructure, greenways, higher education, mixed-use, and public/private landscape developments in Michigan, Louisiana, Maryland, and Nevada. With a diverse project portfolio, all of his projects share the same goal of meeting and exceeding his clients' expectations, while also benefiting the communities that surround them. Burke's experience has given him an acute understanding of the design process, technical applications, construction, and permitting. This understanding benefits the teams he leads, resulting in exceptional projects.

Education

Michigan State University
BLA in Landscape Architecture, 1999

Licensure

Professional Landscape Architect:
MI 3901001359,
OH 1601395,
MD 3823

Years of Practice

1999-Present

Certifications

Leadership in Energy & Environmental Design LEED Accredited Professional (LEED AP BD+C), 2004

Professional Affiliations

American Society of Landscape Architects, MI Chapter

Select Project Experience

Fort Street Bridge Park, Detroit, MI

Milliken State Park Habitat Restoration, Detroit, MI

The Great Lakes Way Vision Map, St. Clair County, Wayne County, Monroe County, MI

Riverside Park Phase 3 and 4, Detroit, MI

Ideal Contracting Group Campus Stormwater Masterplan, Detroit, MI

Stoepel Park Parking Lots, Detroit, MI

O'Hair Park Parking Lots, Detroit, MI

Romanowski Park Parking Lots, Detroit, MI

Ralph C. Wilson Jr. Centennial Park, Detroit, MI

Capitol Park Redesign, Detroit, MI

Detroit Soccer Hubs, Detroit, MI

FCA Stormwater Basin and Interpretive Park, Detroit, MI

AB Ford Park/Lenox Center, Detroit, MI

Wayne County Venoy-Dorsey Kayak Ramps, Wayne County, MI

Euclid Park, Detroit, MI

Upper Riverfront Parks Environmental Design, Detroit, MI

Eastern Market Framework Plan and Centralized Stormwater Feature, Detroit, MI

Pullman Parc, Lafayette Multi-Family Housing Development, Detroit, MI

Lafayette West Multi-Family Housing Site Design, Detroit, MI

Brush Park John R, Mixed-Use Development Site Design, Detroit, MI

Jeffrey Smith, PLA, LEED AP

Director of Landscape Architecture



Jeffrey Smith is the Director of Landscape Architecture and has over 20 years of experience. He is an expert in sustainable site design and has worked on a diverse range of projects including therapeutic gardens, regional trail plans, mixed-use developments, healthcare campuses, higher education campuses, residential developments, urban plazas, city streetscapes, and native landscape restoration. His talent for creative problem solving and innovative design, along with his commitment to a more sustainable future, earned PEA Group the distinguished honor of being named the 2009 "Landscape Architecture Firm of the Year" by the Michigan Chapter of the American Society of Landscape Architects (MiASLA) and a catalog of design awards in the years since.

Education

Michigan State University, BLA in Landscape Architecture, 1997

Licensure

Professional Landscape Architect: MI 1328, OH O701165, KY 887

Years of Practice

1997-Present

Certifications

Leadership in Energy & Environmental Design LEED Accredited Professional (LEED AP)

Professional Affiliations

American Society of Landscape Architects

Council of Landscape Architectural Registration Boards

Select Project Experience

Fort Street Bridge Park, Detroit, MI

Lower Rouge Water Trail Wayfinding and Kayak Launches, MI

Milliken State Park Upland Habitat Restoration, Detroit, MI

Catalpa Oaks Park and Pathway, Southfield, MI

The Great Lakes Way Visionary Map, St Clair County, Wayne County, Monroe County, MI

Calhoun County Trail, Calhoun County, Concord, MI

Riverside Park, Phases 3 and 4, Detroit, MI

Albion College Iron Belle Trail Loop, Albion, MI

Albion Iron Belle Trail, City of Albion, MI

Gallagher Creek Nature Park, Oakland Township, MI

Montwell Park Masterplan, Lewisburg, WV

Belle Isle Trail Masterplan, Detroit, MI

Belle Isle Flatwood Forest Restoration, Detroit, MI

Downriver Linked Greenways, Detroit to Flat Rock, MI

Washtenaw to Wayne Iron Belle Trail, VanBuren Twp., MI

Paint Creek Trail Northern Trailhead, Oakland Township, MI

Charter Township of Brighton, Landscape Design Services, Various Sites, Brighton, MI

Oakland County Animal Care Pet Adoption Center, Pontiac, MI

City of Brighton Millpond Master Plan Design Guidelines, Brighton, MI

John Dell'Isola, PE

Senior Project Manager



As a professional engineer with more than 30 years of experience, John Dell'Isola has worked on projects for facility managers, real estate developers, and governmental agencies. He has management and design experience for both new construction and infrastructure management related to water main, sanitary sewer, septic systems, storm sewer, and pavement including compliance with the Americans with Disabilities Act (ADA) and state-specific barrier free guidelines.

John retains professional licensure in 15 states and is a co-chairman of the ADA Michigan, an advocacy and technical assistance board representing the state's business organizations, government agencies, and disability rights groups with respect to accessibility.

Education

Michigan State University
BS in Civil Engineering, 1994

Licensure

Professional Engineer:
MI 45565,
AZ, FL, IN, IA, KS, KY, LA, MO, MN, MT, NE (Emeritus), OH, TX, UT

Years of Practice

1989-Present

Professional Affiliations

ADA Michigan | Co-Chair
American Society of Civil Engineers SE MI Branch | Past President

Select Project Experience

Courtyard Marriott ADA Compliance, Livonia, MI

Longview Mall Paving and Accessibility Consulting, Longview, TX

Midland Park Mall Paving, Midland, TX

Oakland County FPE Paving Services, Waterford, MI

Oakland County FPE GIS Update, Waterford, MI

Oakland County Animal Control & Pet Adoption Facility, Pontiac, MI

Canton Township ADA Property Assessment & Transition Plan, Canton Township, MI

MDOT Pontiac Transportation Facility, Pontiac, MI

41-B District Court, Clinton Township, MI

47th District Court, Farmington Hills, MI

MDOT Oakland Transportation New Service Center, MI

George W. Kuhn Drain, Madison Heights, MI

Bloomfield Hills Public Library, Bloomfield Township, MI

George W. Kuhn Drain Sports Complex, Madison Heights, MI

Paving SAD - Livingston County Road Commission (LCRC), Fenton, MI

Newburgh Bridge and Jughandle Road Construction, Livonia, MI

General Surveying, Various MI Locations

BASF, Parking Lot and Pervious Pavement Design, Livonia, MI

Chrysler Technology Center, Auburn Hills, MI

Beaumont Hospital Master Plan, Troy, MI

**Project completed with previous employer*

Emil Bunek, PE

Project Engineer



Emil Bunek has over 15 years of experience as a civil engineer. His experience includes responsibility for major public and private developments in Detroit and throughout Southeast Michigan. Emil has extensive experience in monitoring project schedules that involve contractor activities, agency coordination, permits, bidding, and construction deadlines. His eye for detail and creative engineering provides his clients with the best possible solution, regardless of the project complexity.

Education

University of Detroit Mercy, BS in Civil Engineering, 2006

Licensure

Professional Engineer: MI 6201058445

Years of Practice

2004-Present

Select Project Experience

Detroit Riverside Park, Detroit, MI

Ideal Contracting Group Stormwater Master Plan, Detroit, MI

Detroit Parks Parking Lots and Green Stormwater Improvement Project, Detroit, MI

Wayne County Airport Authority, Detroit Metropolitan Wayne and Willow Run

Airports, Delta Airlines Apron Reconstruction, Romulus, MI

Detroit Water and Sewerage Department (DWSD), Water Main Replacement and Design, Detroit, MI*

Rouge Park Splash Pad, Detroit, MI

Rouge Park Improvements, Detroit, MI

Pullman Parc, Lafayette Multi-Family Housing, Detroit, MI

Ralph C. Wilson Jr. Centennial Park, Detroit, MI

Capitol Park Redesign, Detroit, MI

Detroit Parks Soccer Fields, Detroit, MI

Jayne Park Improvements, Detroit, MI

Liftbuild Gratiot Park, Detroit, MI

InSite Sherwood II Industrial, Warehouse Development, Detroit, MI

InSite Outer Drive Industrial, Warehouse Development, Detroit, MI

General Motors Grand River Assembly Plant, Additions and Site Alterations, Lansing, MI*

Mclaren Hospital Parking Lot Development, Flint, MI

Wayne County Community College Parking Lot 6, Detroit, MI

**Project completed with previous employer*

Todd Shelly, PS

Director of Survey Operations



Todd Shelly has over 30 years of land surveying experience working on land subdivision, platting, and condominium processes. He has extensive experience providing land surveying in the energy and utility markets. Todd provides coordination and development of GPS Control Networks used in large-scale construction projects.

Additionally, Todd is responsible for staff and project management, including project estimation, scheduling, budgeting and execution, staff assignments, and client management.

Education

Ferris State University,
BS in Survey Engineering,
1994

Eastern Michigan University
BS in Industrial Technology,
1988

Licensure

Professional Surveyor: MI
41111, IL, IN, IA, OH

Years of Practice

1988-Present

Professional Affiliations

Michigan Society of
Professional Surveyors

International Right-of-Way
Association

Select Project Experience

Riverside Park, Detroit, MI

Stoepel Park Parking Lots, Detroit, MI

O'Hair Park Parking Lots, Detroit, MI

Romanowski Park Parking Lots, Detroit, MI

FCA Warren Truck Assembly Plant Lease Lot, Warren, MI

FCA Warren Truck Assembly Plant Mound Road Entrance, Warren, MI

Eastern Market, Detroit, MI

Ruth Ellis Center, Detroit, MI

Ralph C. Wilson Jr. Centennial Park, Detroit, MI

Brush Park Development, Detroit, MI

Brush Park Kipling Development, Detroit, MI

Bradby Multi-Family Residential Development, Detroit, MI

Genesis Hope, Detroit, MI

Iron Belle Trail Woodmere, Detroit, MI

Dequindre Cut Greenway Extension, Detroit, MI

East Jefferson Retail Development, Detroit, MI

Belle Isle, Detroit, MI

Pinnacle Park Development, Huron Township, MI

Cadillac Stamping Plant, Detroit, MI

Target ADA Surveys, Multiple Locations, Southeast MI

Great Lakes Water Authority, Fort Gratiot, MI

Chris Beland, PS

Senior Project Manager



As the Survey Department Manager for PEA Group's Brighton office, Chris is responsible for the overall success and development of the Brighton survey group which includes coordinating proposal development, project oversight, including estimating, scheduling, quality assurance, client relations, team growth and development, process improvement, and the implementation of new technologies.

As Senior Project Manager at PEA Group, Chris specializes in the interpretation of land boundaries and titles to provide an assessment of their impacts on property development. Leveraging the knowledge gained from studying the legal principles of surveying and land boundaries, Chris is able to partner with owners, attorneys, developers, designers, and communities to develop integrated solutions.

Education

Northwood University
DeVos Graduate School
MBA in Executive Business Management, 2008

Ferris State University
BS in Survey Engineering, 1999

Licensure

Professional Surveyor:
MI 4001049106

Residential Builder License:
MI 2101183462

Years of Practice

1996-Present

Professional Affiliations

Michigan Society of Professional Surveyors

National Society of Professional Surveyors

Select Project Experience

Fort Street Bridge Park, Detroit, MI

Lower Rouge Water Trail Wayfinding and Kayak Launches, MI

Kril Recreation Center, Pinckney, Michigan

General Motors VDTA Bridge, Milford, MI

Albion College Iron Belle Trail Loop, Albion, MI

Van Buren Township Iron Belle Trail, Van Buren Township, MI

Dequindre Cut, Detroit, MI

French Landing Park, Van Buren Township, MI

Cresco Labs Facility, Marshall, MI

CZ Cartage, Fowlerville, MI

Exotic Automation, New Hudson, MI

GM Proving Grounds, Milford, MI

Inkster Pine Park Cannabis Greenhouse and Processing Facility, Inkster, MI

INNOVO Gateway, Detroit, MI

Kalitta Air Simulator Building, Willow Run Airport, Ypsilanti, MI

Lansing Logistic Center, Lansing, MI

Penske Truck Leasing, Ypsilanti, MI

R.L. Carrier Expansion, Ypsilanti, MI

Ryder Truck, Kalamazoo, MI

Ryder Truck, Lansing, MI

TG Fluids, Brighton, MI

**Project completed with previous employer*

Wendy Ripper, PE

Project Engineer



Wendy Ripper has several years of experience in consulting engineering and project management with a focus on private sector commercial and residential development projects. Her experience includes aspects of site design including layout, grading, earthwork, and sanitary sewer and watermain design. Hydraulic and storm water analysis, detention, and infiltration design are additionally a significant part of her project experience.

Education

Michigan Technological University, BS in Civil Engineering

BS in Engineering Management, 1991

Licensure

Professional Engineer:

MI 6201042115

Years of Practice

1991-Present

Select Project Experience

Catalpa Oaks Park and Pathway, Southfield, MI

City of Albion Iron Belle Trail, Albion, MI

Washtenaw to Wayne Iron Belle Trail Master Plan, Ypsilanti Township, Belleville, and Van Buren Township, MI

Van Buren Iron Belle Trail, Van Buren Township, MI

City of Belleville Iron Belle Trail, Belleville, MI

Village of Homer Iron Belle Trail, Homer, MI

Gallagher Creek Park and Pathway, Oakland Township, MI

Paint Creek Northern Trailhead, Oakland Township, MI

Paint Creek Trail Northern Trailhead, Oakland Township, MI

Adams and Silverbell Pathway and Intersection Improvements, Oakland Township, MI

Restaurant Depot, Ypsilanti Township, MI

Gallagher Road Pathway, Oakland Township, MI

Menards South Lansing Warehouse Expansion, City of Lansing, MI

RL Carriers Truck Terminal Expansion, Ypsilanti Township, MI

Jack Sattelmeier, PE, LEED AP

Director of Geotechnical Engineering



Jack Sattelmeier is the Director of Geotechnical Engineering with over 30 years of experience managing geotechnical and construction materials testing projects. Jack has directed and authored geotechnical investigations through out the Midwest, including industrial buildings, retail buildings, education buildings, governmental buildings, urban high-rise buildings, and housing projects. In the reports, he has designed deep and shallow foundations, earth retaining system, de-watering systems, pavements, bridges, evaluated slope stability, and soil improvements. Additionally, he has performed forensic engineering on building foundations, pavements, and earth retaining systems.

Jack's expertise includes all areas of construction materials testing and building assessments. He has managed thousands of construction material testing projects throughout the country. Jack has assessed buildings for general conditions and specific forensic building envelope and foundation concerns.

Education

University of Detroit Mercy, MS in Civil Engineering, 1993

Central Michigan University, BS in Geology, 1985

Licensure

Professional Engineer: MI 42671, AL 39769-E, FL 63417, OH PE75886, PA PEO74644, TX PE139640, WI 45994

Years of Practice

1986-Present

Certifications

U.S. Green Building Council, LEED AP

Training

Empirical Approaches to Pavement Design Workshop

Goopier 2.5 Day Workshop

Select Project Experience

FCA CTC 2018 Roof Design, Auburn Hills, MI

General Motors VDTA Bridge, Milford, MI

Albion College Iron Belle Trail Loop, Albion, MI

Oakland County FPE Paving Services, Waterford, MI

FCA Sterling Heights Assembly Paint Shop, Sterling Heights, MI

FCA Sterling Heights Stamping Addition, Sterling Heights, MI

FCA Mack Plant, Detroit, MI

General Motors Warren Tech Center Geotechnical Investigation and Construction Materials Testing, Warren, MI

General Motors Warehouse, Burton, MI

General Motors Lake Orion Assembly Plant, Lake Orion, MI

General Motors Parts Warehouse, Burton, MI

PCA General Motors (GM), Farmington Hills, MI

The Rosa Parks Transit Center, Detroit, MI*

St. Clair County Road Commission Road and Bridge Geotechnical Investigations, St. Clair, County-Wide, MI

City of Novi DPS Facility, Novi, MI

City of Ferndale Pavement and Utilities Reconstruction, Ferndale, MI*

City of Royal Oak Pavement Program, Royal Oak, MI*

Bloomfield Township Library, Bloomfield Township, MI

**Project completed with previous employer*

Rebecca Bentley, PE

Senior Project Manager



Rebecca Bentley has over 20 years of experience completing and managing geotechnical and construction materials testing projects. Her geotechnical work includes design and management projects spanning multiple services lines, including infrastructure, industrial, commercial, utilities and energy, and residential projects. Her expertise includes geotechnical investigations and all areas of construction materials testing. Rebecca has performed geotechnical investigations on projects throughout the country and has performed engineering design and consultation for earth retention systems, slope stability, excavations, shallow and deep foundations, subgrade improvement, pavements, soil stabilization, and geotechnical investigations.

Education

Michigan Technological University, BS in Civil Engineering, 2000

Licensure

Professional Engineer: MI 6201064499

Years of Practice

1997-Present

Certifications

Certified MDOT Density Technology

Certified Troxler Density Gauge Transport and Radiation

Certified Radiation Safety Officer

Select Project Experience

AB Ford Park/Lenox Center, Detroit, MI

Stoepel Park Parking Lots, Detroit, MI

O'Hair Park Parking Lots, Detroit, MI

Romanowski Park Parking Lots, Detroit, MI

Liftbuild Gratiot Park, Detroit, MI

General Motors VDTA Bridge, Milford, MI

Oakland County FPE Paving Services, Waterford, MI

Rouge Park, Detroit, MI

Ruth Ellis Center, Detroit, MI

Say Detroit, Detroit, MI

FCA Mack Paint Shop, Detroit, MI

FCA Mack 2020 Site Improvements, Detroit, MI

Warren Commerce Center, Warren, MI

Amazon Robotic Sortation Center, Romulus, MI

Kroger Fulfillment Center, Romulus, MI

Amazon Fulfillment Center, Detroit, MI

MSU Federal Credit Union, Auburn Hills, MI

I-75/Dix – Toledo Bridge, Brownstown Township, MI*

Walter Toebe, Inc. Gateway Project, Detroit, MI*

AT&T, MDOT Crossing, Blackman Township, Detroit and Royal Oak, MI

**Project completed with previous employer*

David Clark, CWI, RRO

Senior Engineering Manager



David Clark has over 20 years of construction project experience. His experience includes operations manager where he has worked on hundreds of projects involving construction and renovations of buildings in the industrial, retail, commercial, municipal, and residential markets.

David is currently responsible for the coordination of the on-site construction staff, quality assurance and quality control, and testing elements for projects involving parking lots, utilities, stormwater ponds, drainage systems, asphalt observations, concrete curbs, pavement, and retaining walls. In addition to his CMT responsibilities, David manages field operations for our utility locating crews and is proficient with Ground Penetrating Radar, Radio Frequency, and Electromagnetic utility locating.

Education

University of Michigan, Flint

Mott Community College

Years of Practice

2000-Present

Certifications

Registered Roofing Observer

Certified Welding Inspector

OSHA 40-Hour HAZWOPER

HAZWOPER 8-hr refresher

OSHA 30-Hour Construction Industry Training

MCA|ACI Certified Technician Grade 1, Michigan

ICC Structural Masonry Special Inspector

Professional Affiliations

American Welding Society

RCI, Incorporated

RCI Great Lakes Chapter

Michigan Concrete Association

Select Project Experience

GLWA 7 Mile CSO CMT and Utility Locating Projects, Redford, MI

GLWA Northeast Water Treatment Plant Utility Locating and CMT, Warren, MI

Oakland County FPE Paving Projects, CMT and CM Management, Pontiac, MI

General Motors Global Technical Center PPO North Expansion, Steel, Concrete, Soil, Warren, MI

General Motors Global Technical Center Design Center, Utility Locating, Warren, MI

General Motors Global Technical Center Sitewide Improvements, Utility Locating, Warren, MI

FCA Mopar Distribution Center, STFFC, Ops., Romulus, MI

FCA JNAP 2011 Upgrades, Metrology, Lab, STFFC, CMT, Detroit, MI

FCA SHAP 2012 Paint Shop Addition, Steel + Concrete, Detroit, MI

Rosa Parks Transportation Center CMT, Detroit Department of Transportation, Detroit, MI*

Ford Dearborn Truck Plant Project, Steel, Dearborn, MI

One Campus Martius Building, Detroit, MI

TACOM Detroit Arsenal CMT, Building 212 Dynomometer Addition, Warren, MI*

Department of Homeland Security CMT, Detroit Border Patrol, Detroit, MI*

**Project completed with previous employer*

Robert Rochon, PE

Quality Control



Robert Rochon has over 25 years of experience in the engineering industry. At PEA Group, Robert performs internal quality control reviews of engineering plans, specifications, and reports to verify engineering standards are met within the documents. He designs and manages various pavement rehabilitation projects and manages construction services for various projects, as well.

Robert is additionally responsible for updating the company's quality program, and coordinates with the design teams on bids, RFIs, managing deviations from initial contract documents, field changes, change directives, site visits, punch lists, and closeout documents. He has created several quality management programs for national retail clients, as well as serving as the construction client liaison for one of the world's largest retailers.

Education

Lawrence Technological University, BS in Civil Engineering, 1992

Licensure

Professional Engineer: MI 6201046143

Years of Practice

1992-Present

Professional Affiliations

American Public Works Association

American Society of Civil Engineers

National Society of Professional Engineers

Michigan Concrete Association

Select Project Experience

FCA Mack Site Improvements, Detroit, MI

FCA Budd Lot Repaving, Detroit, MI

FCA DOW Pavement Improvements, Detroit, MI

FCA Headquarters Lot 22B Erosion Stabilization, Auburn Hills, Oakland County, MI

General Motors (GM) WTC AEC Parking Lot Pavement Repairs, Warren, MI

GM WTC DYNO Cell Drive Pavement Repair, Warren, MI

GM Renaissance Center Property Condition Assessments, Detroit, MI*

Orleans Landing, Detroit, MI*

888 West Big Beaver Multi-Tenant Retail Building, Troy, MI*

888 West Big Beaver Outlot Multi-Tenant Retail Building, Troy, MI*

888 West Big Beaver Utility and Pavement Replacement, Troy, MI*

Renovations to Wilshire Boulevard, Troy, MI*

Tiger Stadium Redevelopment Project, The Corner, Detroit, MI*

Enterprise Drive Concrete Overlay and Widening, Allen Park, MI*

Brightmoor Community Land Clearing Project, Detroit, MI*

Nationwide Rite-Aid Quality Management Program*

Nationwide Walmart Quality Management Program*

Walmart Inc. Retail Stores, Multiple Locations, USA*

Various Amtrak Projects, Multiple Locations, USA*

Navigational and Landing Facilities, Multiple Locations, Southwestern, USA*

**Project completed with previous employer*

Jim Christopher, CFM, LEED AP, SFP, MSM

Facility Services Group Manager



Jim Christopher provides senior-level, global experience in business strategy and process improvement within the major disciplines that comprise commercial, industrial, and institutional real estate: program, project, construction, facility and property management. As the Facility Services Group Manager, Jim integrates strategic facility planning into PEA Group provided services. He has a keen understanding of the built environment from concept and capital forecast through certification in engagements ranging from technical manufacturing, cleanroom, healthcare, chemical, communications, academia, finance, insurance, and data system environments to routine building maintenance with commensurate project/program values from $1K - $150M. Service in these environments has been performed from both a construction and consultative perspective.

Education

Oakland University, BA in Biology, 1977

Oakland University, MS in Management, 1980

Licensure

Individual Builder: 2101105593

Corporate Builder: 2102196974

Real Estate Broker: 650 4148076

Years of Practice

1978 to Present

Professional Affiliations

International Facility Management Association

United States Green Building Council

Michigan Townships Association

Select Project Experience

Providence Hospital Triage Area, Southfield, MI*

Jackson National Life Insurance Data Center, Okemos, MI*

Comerica Bank Building Ninth Floor Renovations Detroit, MI*

Selfridge Air National Guard Hangar Construction New Baltimore, MI*

Blue Cross and Blue Shield of Michigan Retreat Center South Lyon, MI*

Oakwood Hospital Histology Lab Dearborn, MI*

New Parthenon Restaurant Detroit, MI*

The Manors of Birmingham Condominiums Birmingham, MI*

BorgWarner Hot Gas Generator Test Cell Auburn Hills, MI*

DoubleTree Hilton (Lafayette) Detroit, MI

ADESA Flint, MI

YMCA FCA Jamestown, NY

**Project completed with previous employer*

Management Summary, Work Plan, and Schedule

Management Summary

All projects are different. We recognize that under the ISID contract projects can vary widely in size, budget, schedule, and scope. Prior to starting any project, our team members will internally review the project description and identified project elements to confirm our understanding of the project and identify with DTMB any potential tasks or scope items that may, or may not, be necessary to ensure a successful outcome to the project. PEA Group will work with DTMB and project stakeholders to insure the project goals are understood and achieved while working within the budget, schedule, and performance requirements.

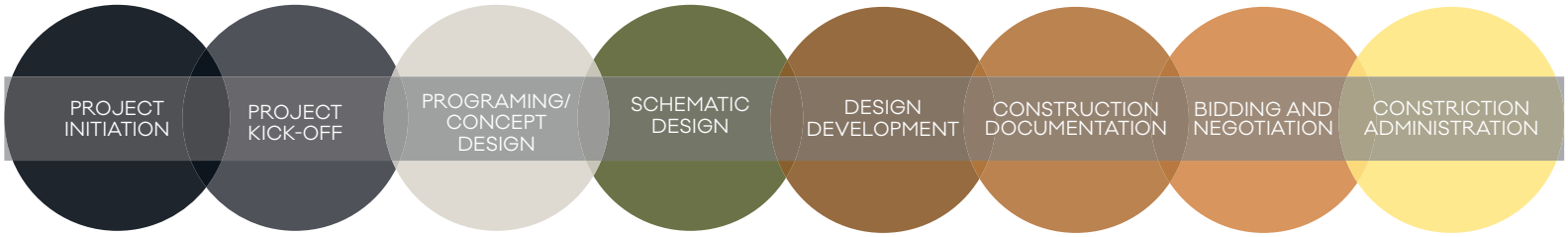
PEA Group's project management and coordination procedures were developed to maximize our team member's efficiency on projects and provide a cohesive team consisting of those staff members best suited to the particular project. Upon review of the project scope, we will assign the project manager and team members with the most relevant experience on similar and/or related projects. The Principle in Charge, Project Manager, Project Engineer, Landscape Architect, and Staff Engineer will remain consistent on the project to ensure continuity from design through construction. Separately, PEA Group assigns a senior engineer or senior landscape architect to perform QA/QC reviews throughout the project. This individual is separate from the team, and unfamiliar with the project to provide "fresh eyes" to review for design, engineering and constructibility issues.

In addition to regular team meetings, our project management staff meets weekly with all members of our senior management team to review the project schedule and deliverables to ensure, from a firm-wide perspective, that our projects are staffed appropriately and project schedules are maintained.



Project Methodology

A typical PEA Group work flow follows a similar set of phases and milestones as those included in a DTMB project. In addition, our team follows our internal protocols as they relate to project kickoff, project management, staffing and QA/QC. Our methodology involves the following components:



- **Project Initiation:** Including internal review of scope, determination of tasks and personnel, review of existing information to confirm the accuracy, suitability, and project schedule.
- **Project Kick-off:** Meeting with the owner and stakeholders to review the project and schedule. Discussions regarding deliverables and agreed upon milestones and project format. Provide owner with an evaluation of existing information and recommendations for further investigation (i.e. geotechnical, wetland, environmental, survey, etc.) if warranted.
- **Programming/Concept Design:** Working with direction provided by the owner, the project design team will review the required program elements and develop diagrams and supporting graphics for the project. This task is shared with the owner to confirm our assumptions and clarify design direction early.
- **Schematic Design:** Concept plans are refined and further developed to provide additional information on the program elements. Equipment, furnishings, and materials are determined and reviewed with the owner. Cost estimates prepared and if necessary design revisions are performed to keep the project within the identified construction budget. A design review is performed internally to validate that the program/ concept is being met.
- **Design Development:** Plans and details are developed to a point of roughly 50% construction documents. Outline specifications are prepared and the first QA/QC review is performed internally. The cost estimate is reviewed and updated.

Project Methodology

- **Construction Documentation:** Final construction drawings and technical specifications are prepared to a level suitable for bidding and construction. The second QA/QC review is performed at roughly 90% complete and revisions are incorporated into the final Construction Document deliverables.
- **Bidding and Negotiation:** Depending on the project type and owner. PEA Group will assist by preparing the appropriate bid forms, advertisements, etc. to support the bidding of the documents by qualified contractors. Our team members support the process by providing answers to questions during bidding and assisting the owner in review of bids when received.
- **Construction Administration:** Our team will provide on-site review of construction progress to ensure the construction meets the design intent and stays on the agreed upon schedule with appropriate field reports and other reporting as deliverables. Our engineers will also review submittals, respond to RFI's and assist is resolving any unforeseen conditions discovered during construction. Project punch list and compilation of As-Built documentation are included as part of the project closeout procedures.



Work Plan

We understand that the DTMB will use the ISID contract as a means to engage design service professionals for State of Michigan facilities for various facility upgrade or maintenance projects or other more specialized projects generally under $500,000. This will provide a simplified, streamlined, qualifications based selection process to engage engineering and design firms for these projects.

Utilizing the standard DTMB Professional Services Contract as a basis for project specific work plans, we propose the following detailed plan for projects of size and type that we might expect for Surveying, Landscape Architecture, Civil Engineering, and Geotechnical Services under an Indefinite-Scope Indefinite-Delivery contract. Our team of site design professionals will work closely with DTMB staff to develop a coordinated set of design and construction documents for all site related work will include some or all activities listed below.

Project Management/Project Initiation: Upon receipt of a Project Statement or other means of engagement from DTMB, PEA Group will undergo the Project Initiation set of tasks. This effort will be included in any project regardless of the requested scope or requested tasks.

- Hold internal review meeting to confirm understanding of project scope, expected outcomes, schedule and budget.
- Assign appropriate project staff best suited for the proposed scope of work.
- Staff members will review the DTMB requirements and confirm the scope of services needed
- Develop proposed outline schedule for review with DTMB and stakeholders and develop an agenda for kickoff meeting with the project team.
- Hold kickoff meeting to confirm all assumptions with DTMB, exchange relevant information, and reach consensus on deliverables, meetings and project schedule.
- Develop detailed project work plan that will include extensive breakdown of scope, meetings, deliverables and budget.
- PEA Group project managers will review the project budget on an on-going basis and provide DTMB with progress reports as required with associated project billing.
- PEA Group will issue meeting minutes and updated schedule to all project team members.

Work Plan

Study: The study phase will review existing conditions of the proposed site or project and provide recommendations (and anticipated costs) for potential improvements. It is anticipated that during the study phase the project team will perform a site visit and may interview stakeholders if appropriate. The study will include an inventory and analysis of existing conditions. Additional field investigations can be included in the study phase (survey, bathymetry, environmental, geotechnical investigations) if necessary to provide an accurate analysis and usable study.

- Review existing documentation
- Site visit
- Perform additional site investigation
- Prepare draft report for DTMB review
- Finalize Study report incorporating DTMB review comments

Deliverables: Electronic copy of draft and final Study Reports, including site photographs, analysis findings, recommendations and cost opinions, meeting minutes.

Program/Concept Plan: PEA Group will develop a program or concept plan based upon the recommendations of the Study Report and/or information provided by DTMB. The plan will organize diagrammatically the program elements illustrating their approximate sizes and relationships to the existing and proposed site elements. General concepts for site amenities, utilities, program elements, buildings and other requirements will be considered and a cost opinion developed based on the plan or program.

- Development of Program/Concept Plan based on Study Report criteria
- Owner review at 50% and 90% complete with plans and report updated following each review
- Cost estimate or proposed program/plan

Deliverables: Electronic copy of draft and final Program Report/Concept Plan with associated cost estimate and back up information, meeting minutes.

Work Plan

Schematic Design: The Schematic Design will be developed based on the Program and Concept Plan. The Schematic Design will include further details on all proposed systems, materials, furnishings and site elements. The Schematic Design will include plan renderings of the proposed design, precedent images and/or materials boards, description of utility and other critical systems, schematic level topographical information and any other elements requiring DTMB review and approval. Sketches, elevations, and perspective renderings may be developed if appropriate to convey the design intent accurately. A design review will be conducted internally by PEA Group staff members prior to the 90% complete drawings.

- Development of rendered schematic site plan.
- Owner review meetings at 50% and 90% complete
- Preparation of renderings, sketches, and materials images as may be required for owner selection and to illustrate design intent. Paving materials, site furnishings, utility structures, storm water management initiatives, and landscape materials are all included in the schematic package.

Deliverables: Electronic copy of rendered schematic plan at 50% and 90% complete, meeting minutes, updated cost estimate; materials and image boards; appropriate sketches, elevations, or 3-dimensional perspective renderings.



Work Plan

Preliminary Design: The Preliminary Design will be developed following approval of the schematic design package. The preliminary design documents will be developed to approximately 50% construction documents. All site features will be developed to accurate size and scale and preliminary construction details will be developed. Landscape, hardscape, and basic utilities will be shown in accurate locations with adequate detail for coordination and further cost refinement. Finished floor elevations and spot elevations will be determined for major site components. Utility structures will be shown with routes and details for underground piping. Outline specifications will be developed for all appropriate specification sections. The cost estimate will be updated based on the updated plans and PEA Group will conduct and internal QA/QC review in this phase utilizing a senior engineer or construction observer unfamiliar with the project to ensure quality and constructibility. PEA Group will also review the preliminary design drawings with any additional agencies having jurisdiction over the project to determine what, if any, permits may be required.

- Preliminary Design Documents will likely include:
    - Cover Sheet
    - Existing Conditions
    - Soil Erosion and Sedimentation Control
    - Site Demolition Plan
    - Site Layout Plan
    - Site Grading Plan
    - Utility Plan
    - Drainage plan
    - Landscape Plan
    - Site Details
    - Outline specifications for site related scope items
- Owner review meetings at 50% and 90% complete
- Internal QA/QC
- Updated Cost Estimate

Deliverables: Electronic copy of 50% Construction Documents at 50% and 90% complete, meeting minutes, updated cost estimate; outline specification sections.

Work Plan

Final Design: The Final Design will include the complete documentation of all construction items and required specifications to 100%. These documents will be reviewed by DTMB at 50% and 95% complete and issued digitally prior to review meetings where comments can be shared and discussed. PEA Group will perform a final QA/QC review of the drawings, specifications and other related bid documents as necessary ensure all work items are complete, constructible and appropriate. 100% drawings will also be prepared with any additional information that may be required by permitting agencies having jurisdiction over the project. The PEA Group team will prepare and submit permit applications and assist as needed responding to agency questions and comments. The cost estimate will be updated to reflect the final design documents and will be the basis for the bid form to be included in the bid package.

As part of Final Design, PEA Group will assist the DTMB in the bidding and procurement of the project by attending the pre-bid meeting if held, and assisting in responding to any contractor generated Request for Information that may be received during the bid period. Bulletins, if required, will be prepared to respond to contractor questions. PEA Group will assist the DTMB by reviewing received bids and preparing a recommendation to award for the apparent low, qualified, and responsive bidder.

- Final Design Documents will likely include 100% Construction Documents:
    - Cover Sheet
    - Existing Conditions
    - Soil Erosion and Sedimentation Control
    - Site Demolition Plan
    - Site Layout Plan
    - Site Grading Plan
    - Utility Plan
    - Drainage Plan
    - Landscape Plan
    - Site Details
    - Specifications for site related scope items
    - Edited DTMB boilerplate contract forms, supplemental conditions, etc. as required.
- Owner review meetings at 50% and 90% complete
- Internal QA/QC
- Updated Cost Estimate
- Develop construction testing protocol

Deliverables: Electronic copy of Construction Documents at 50% and 90% complete, meeting minutes, updated cost estimate, 100% Specification Sections, Permit Applications, Bulletins, Recommendation of Award

Work Plan

Construction Administration: Services will be performed by PEA Group staff members who have been engaged in the project throughout the design and who are familiar with the design intent as well as the reasoning behind the design decisions. It is imperative that a staff member familiar with the project be on site during construction to monitor progress and compliance with the contract documents. As DTMB's representative during construction, we recognize it is our job to ensure the built product meets or exceeds expectations. Construction Administration services would entail:

- Pre-construction meeting.
- Regular communication between owner and contractor.
- Presiding over regular project meetings.
- Site visits to confirm construction conformance with design intent.
- Responding to requests for clarification.
- Review and processing of submittals.
- Review construction progress against accepted schedule.
- Review/approval of contractor applications for payment.
- Punch list
- Project closeout and as-built documentation.

Deliverables: Meeting minutes; Field reports, Submittal returns, Punch List, As-Built Documentation.



Quality Management

PEA Group is continually recognized by our clients, contractors, and reviewing agencies as being one of the leading firms in terms of construction document quality and clarity. As a firm, we take pride in our design and documentation standards and understand the value our standards bring to our clients. Clear and accurate construction documents result in better bids from contractors and fewer change orders during construction.

Our QA/QC process begins at project inception and continues through project completion. During the design phases (study, concept, and schematic design) quality checks are performed by project team members including the project lead. The project statement and project requirements are reviewed against the plans to confirm all project objectives are being met and the design solutions are appropriate for the project and budget. All deliverables are reviewed by the Senior Project Manager before delivery.

During the Preliminary Design Phase and moving forward in the project through Construction, an independent quality reviewer is identified and will perform the quality checks for the remainder of the project. The identified reviewer will review the project for construction and design standards, accuracy, clarity, and constructibility. The reviewer will also review the project budget and associated construction estimate.



Questionnaire

Questionnaire for Professional Services
Department of Technology, Management and Budget
2021 Indefinite-Scope Indefinite-Delivery – Request for Qualifications
Architecture, Engineering, and Landscape Architecture Services
Various Locations, Michigan

INSTRUCTIONS: Firms shall complete the following information in the form provided. A separate sheet may be used if additional space is needed; please key the continuation paragraphs to the questionnaire. Answer questions completely and concisely to streamline the review process.

Article 1: Business Organization

1. Full Name: PEA Group
   Address: 2430 Rochester Cr., Suite 100, Troy, MI 48083
   Telephone and Fax: 248.689.9090
   Website: peagroup.com E-Mail: peainfo@peagroup.com
   SIGMA Vendor ID: CVO021543

   If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: Brighton, Detroit, Washington Township

2. Check the appropriate status:

   Individual firm Association Partnership [x] Corporation, or Combination – Explain: Click or tap here to enter text.

   If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: Michigan, June 27, 1961

   Include a brief history of the Professional's firm: PEA Group is a multidisciplinary site design firm, working with clients from across the Midwest and the country. We've been around since 1947, haven't stopped pushing things forward ever since. Over the past 74 years, our company has significantly expanded its service offerings and grown to 140 employees. Starting initially as a land surveying company, we are now an integrated firm with civil engineering, landscape architecture, geotechnical engineering, land surveying, facility consulting, ecological consulting, and more. We opened our first branch office in 1998 and now have five offices that allow us to better serve the various communities throughout the region. While we have continued to grow and evolve, the thing that has always stayed the same with us over these 70 years is how we do business: with trust, transparency, and collaboration. Whatever our clients need, we just get it done.

Questionnaire

3. Provide an organization chart depicting all personnel and their roles/responsibilities.

Principals

President
James Butler, PE

Executive Vice President
David Hunter, PE, PS

Principal
Kevin Staley, PE

Principal
Daniel Stys, PE

Principal
Todd Shelly, PS

Principal
Jeffrey Smith

Principal
Steven Sorensen, PE

Surveying

Todd Shelly, PS | Director of Survey

Chris Beland, PS
Maris Brauer
David Chopp
Gerald Clanton, PS
Daniel Cole, PS
William Craney
Daniel Cumming
Mark Dandar, PS
Brett Dankenbring
Marcelin Essono
Hayden Grzelak
Emily Hanson
Sean Harris
Jared Hasley
Mitchell Hoeksema
Steve Kamash
Steven Korn
Michelle Kullick
Bradley Laskosky
Greg Malendowski
Neal McKay
David Nepper, PS
David Nord, PS
Steve Padgett
Rob Peery
Laura Prall
Ryan Quinlan
Mike Radtke
Kevin Roach, PS
Robert Shrum
Benjamin Singer
Rami Tamimi
John Weller
Jeff Wiitanen
William Woods
Fredd Ziobron

Civil Engineering

Kevin Staley, PE | Director of Brighton Eng.
Steven Sorensen, PE | Director of Troy Eng.

Leslie Accardo
Brittany Allen, PE
Brittany Allen
Paul Bater
Graham Baxter
Greg Bono, PE
David Brewer, PE
Doug Brinker, PE
Kyle Buchner
Emil Bunek, PE
James Butler, PE
Jeremy Carnahan, PE
James Christopher
Dave Clark
Veronica Clark
Jon Curry, PE
John Dell'Isola, PE
Lucas Driesenga, PE
Kelly Duerr
Thom Dumond, PLA
Allison Hartman
Slavador Grimaldo-Herrera, PE
Matt Hocking, PE
Jacob Holda, PE
Brett Hollandsworth, PE, PS
David Hunter, PE,
PS, LEED AP
Ziad Kaakouch, PE, P.Eng
Doug Kennedy, PE
Rebecca Klein, PE
Teresa Kulczycki
Bill Langford, PE
Tristan Larson, PE
Adilene Mendino-Estrada
Al Michels
Kyle Miller
Michael Motte, PE
Kevin Nosek, PE,
CFM
Kayla Plancon
Scott Peruski, PE
Michael Pierce
Luis Ramos
Jill Rickard
Wendy Ripper, PE
Robert Rochon, PE
Steve Rowland
Kyle Savoie, PE
Alex Schultz
Scott Sieg
Rachel Smith, PE,
Melanie Sobas
John Stebleton
Daniel Stys, PE
Jason Sutton
Milo Taylor
Dana Temerowski
John Thompson, PE
Howard Waidley, PE
Rachel Wandmacher
John Watkins, PE
Wendy Woods
Joseph Wywrot, PE

Landscape Architecture

Jeffrey Smith, PLA LEED AP
Director of Landscape Architecture

Noah Birmelin, PLA
Kimberly Dietzel, PLA
Janet Evans, PLA
Michael Franklin, PLA
James Goff, PLA
Burke Jenkins, PLA, ASLA
Theresa Pardington, PLA, PWS, ISA-CA
Magan Rugenstein
Chanelle Russ
Lynn Whipple, PLA

Geotechnical Engineering

Jack Sattelmeier, PE,
Director of Geotechnical

Jonathan Andare
Andy Barrett
Kevin Bennett
Rebecca Bentley, PE
Doug Bronson
Jarred Butler
James Canfield
David Clark
Chris Johnston
Mark Kalisz
Christopher Kangas
Joseph Kowtko
Derrick Little
Jessica Nibert, PE
Greg Niemi
Frank Robledo
Eric Tiahrt, PS
David Torma
Kevin Williams

Marketing and Business Development

Daniel Stys, PE
Director of Marketing and Business Development

Savannah Grodzicki
Darcy Leeseberg
Nicole Rihtarchik
Ellen Sanders
Brian Schmidt

Admin and Accounting

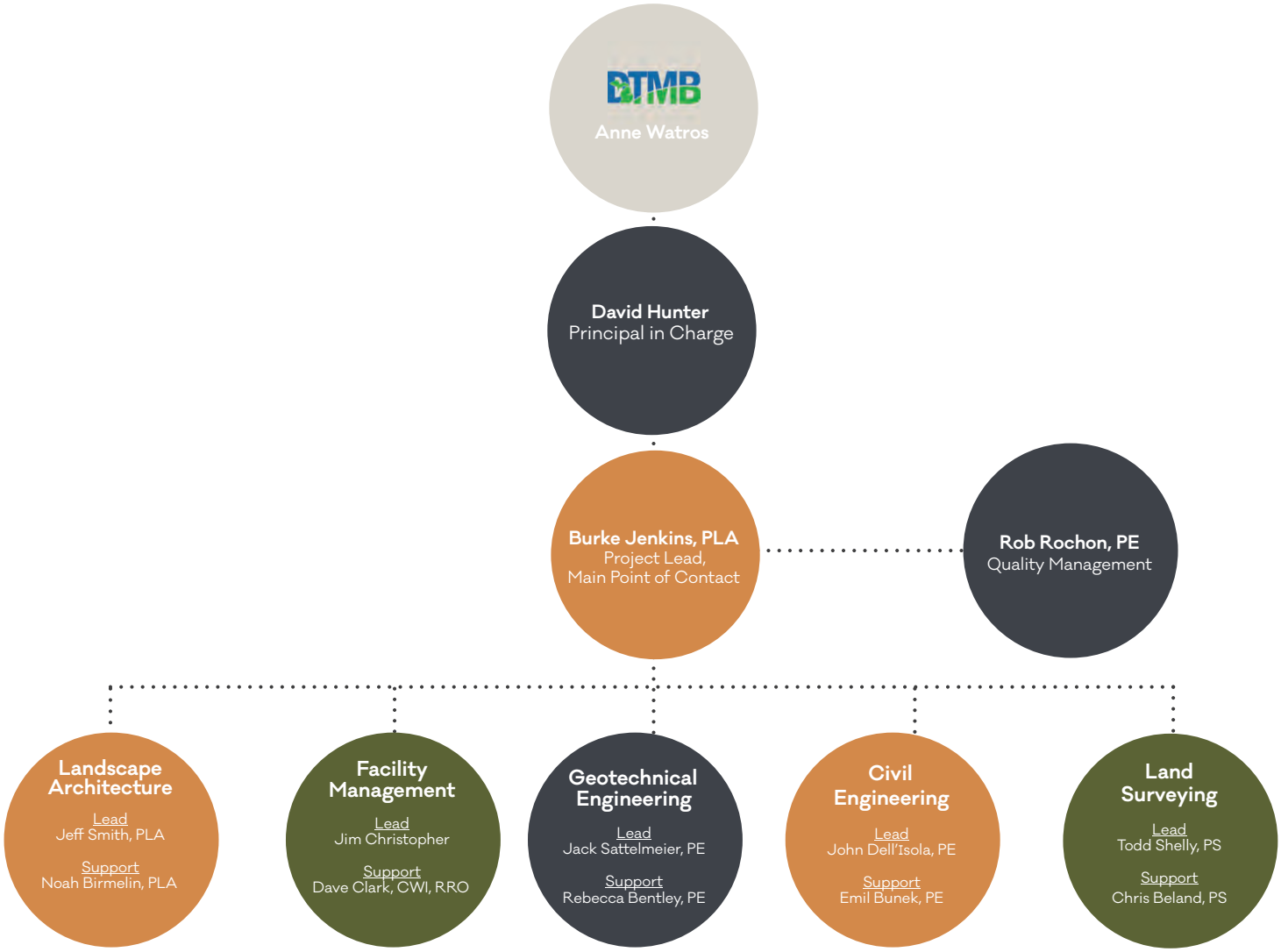
Stephanie Tanulku, Human Resources Manager
Aarthi Rangarajan, Controller

Admin
Loretta Hasan
Linda Hedeen
Pam Merline

Accounting
Denise Keck
Mark Strzalkowski

Questionnaire

4. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions.



Questionnaire

5. Provide a four year rate schedule per position.

CLASSIFICATION	POSITION	2021 RATE	2022 RATE	2023 RATE	2024 RATE
AA	ACCOUNTING & ADMINISTRATIVE	$65.00	$68.00	$70.00	$72.00
CC1	SURVEY CREW CHIEF I	$80.00	$82.00	$85.00	$87.00
CC2	SURVEY CREW CHIEF II	$90.00	$93.00	$95.00	$98.00
CC3	SURVEY CREW CHIEF III	$100.00	$103.00	$106.00	$109.00
ECO T1	ECO TECHNICIAN I	$97.00	$100.00	$103.00	$106.00
ET1	ENGINEERING TECHNICIAN I	$85.00	$88.00	$90.00	$93.00
ET2	ENGINEERING TECHNICIAN II	$95.00	$98.00	$101.00	$104.00
ET3	ENGINEERING TECHNICIAN III	$100.00	$103.00	$106.00	$109.00
ET4	ENGINEERING TECHNICIAN IV	$110.00	$113.00	$117.00	$120.00
INS	CONSTRUCTION OBSERVER	$80.00	$82.00	$85.00	$87.00
LA	LANDSCAPE ARCHITECT	$120.00	$124.00	$127.00	$131.00
SLA	SENIOR LANDSCAPE ARCHITECT	$125.00	$129.00	$133.00	$137.00
LD1	LANDSCAPE DESIGNER I	$77.00	$79.00	$82.00	$84.00
LD2	LANDSCAPE DESIGNER II	$90.00	$93.00	$95.00	$98.00
LD3	LANDSCAPE DESIGNER III	$105.00	$108.00	$111.00	$115.00
LD4	LANDSCAPE DESIGNER IV	$107.00	$110.00	$114.00	$117.00
PD1	PROJECT DESIGNER I	$110.00	$113.00	$117.00	$120.00
PD2	PROJECT DESIGNER II	$135.00	$139.00	$143.00	$148.00
PE	PROJECT ENGINEER	$130.00	$134.00	$138.00	$142.00
PM	PROJECT MANAGER	$155.00	$160.00	$164.00	$169.00
PS	PROJECT SURVEYOR	$130.00	$134.00	$138.00	$142.00
ITN	INTERN	$65.00	$67.00	$69.00	$71.00
SE1	STAFF ENGINEER I	$100.00	$103.00	$106.00	$109.00
SE2	STAFF ENGINEER II	$105.00	$108.00	$111.00	$115.00
SE3	STAFF ENGINEER III	$110.00	$113.00	$117.00	$120.00
SE4	SENIOR STAFF ENGINEER/IV	$115.00	$118.00	$122.00	$126.00
SPE	SENIOR PROJECT ENGINEER	$145.00	$149.00	$154.00	$158.00
SPM	SENIOR PROJECT MANAGER	$175.00	$180.00	$186.00	$191.00
SS1	STAFF SURVEYOR I	$100.00	$103.00	$106.00	$109.00
SS2	STAFF SURVEYOR II	$105.00	$108.00	$111.00	$115.00
SS3	STAFF SURVEYOR III	$110.00	$113.00	$117.00	$120.00
ST1	SURVEY TECHNICIAN I	$85.00	$88.00	$90.00	$93.00
ST2	SURVEY TECHNICIAN II	$95.00	$98.00	$101.00	$104.00
ST3	SURVEY TECHNICIAN III	$100.00	$103.00	$106.00	$109.00
ST4	SURVEY TECHNICIAN IV	$110.00	$113.00	$117.00	$120.00
ST5	SURVEY TECHNICIAN V	$100.00	$103.00	$106.00	$109.00
PC1	PROJECT COORDINATOR I	$125.00	$129.00	$133.00	$137.00
PC2	PROJECT COORDINATOR II	$135.00	$139.00	$143.00	$148.00
PC3	PROJECT COORDINATOR III	$147.00	$151.40	$156.00	$161.00

Questionnaire

Article 2: Project Types and Services Offered

Identify **ALL** project types and professional services for which your firm is exceptionally qualified and experienced.

Provide attachments illustrating a minimum of three examples, with references, of successful projects performed in the **last five years** for each item checked. Identification of specialties will not exclude selected firms from project types but will assist the DCD Project Directors in matching firms with projects.

☐ ADA facility assessment and remodeling

☐ Boilers and steam systems

☐ Bridges – pedestrian and vehicular

☐ Building and structure additions

☐ Building envelope investigation, repair, upgrade

☐ Correctional facilities

☐ Door and window replacement

☐ Fire and security alarm systems

☐ Fish passage structures

☒ General architectural and/or engineering design

☐ HVAC equipment replacement, upgrade, selection

☐ HVAC controls replacement, upgrade, selection

☐ Interior remodeling and renovation

☐ Laboratory facilities

☒ Landscape architecture

☐ Land Planning

☐ Locks, Dams, Water Diking Systems and Water Control Structures

☐ Maintenance and facility preservation

☒ Marine work - boat launch facilities, docks, harbors

☒ Parking and paving

☒ Recreation and Sports Facilities / Fields

☒ Roof repair, restoration and/or replacement design

☒ Soil Erosion Sedimentation Controls Project

☒ Site surveying

☒ Stormwater management and drainage plans

☐ Structural investigation and assessment

☐ Toilet and/or shower room remodeling or design

☒ Trail design and development

☐ Wastewater systems

☐ Water supply systems

Questionnaire

Article 3: Project Location

Identify the regions where your firm can most efficiently provide services. Assignments may vary from the regions checked, depending on the specialties and services required.

☐ Western Upper Peninsula (west of Marquette)

☐ Eastern Upper Peninsula (east of Marquette)

☒ Northern Lower Peninsula (north of Grayling)

☒ Saginaw Bay area (east of 127, north of I-69 and M 57, south of Grayling)

☒ Western Lower Peninsula (west of 127, north of Muskegon, south of Grayling)

☒ Central Lower Peninsula (east of Battle Creek, west of Chelsea, south of M 46 and M 57)

☒ Southwestern Lower Peninsula (west of Battle Creek, south of Muskegon)

☒ Southeastern Lower Peninsula (east of Chelsea, south of I-69)

ARTICLE 4: Contract Understanding

The following items should be addressed on the assumption that your firm is awarded an Indefinite-Scope, Indefinite-Delivery contract. (See attached sample contract).

4.1 Is it understood that your firm is required to respond to small projects (less than $25,000) as well as larger projects?

Yes ☒ No ☐

4.2 Is it understood that there is no guarantee of any work under this contract?

Yes ☒ No ☐

4.3 Is it understood that your firm will be required to execute the attached standard State of Michigan contract language for professional services?

Yes ☒ No ☐

4.4 Is it clearly understood that professional liability insurance is required at the time of execution of the ISID contract? (See Article 5 of the attached Sample Contract.)

Yes ☒ No ☐

4.5 Is it understood that your firm must comply with State of Michigan law as it applies to your services?

Yes ☒ No ☐

4.6 Is your firm familiar with Design and Construction's MICHSpec and DCSpec contracts and the enforcement of such?

Yes ☒ No ☐

If yes, explain: PEA Group has used DCSpec contracts and MICHSpec on the White Lake Boat launch project and previous paving projects. Additionally, PEA Group has worked on projects with Michigan State University, Michigan Department of Transportation and other institutions where owner specific project manuals and specification are utilized / required.

ARTICLE 5: Capacity and Quality

5.1 Briefly describe your firm's methods and procedures for quality control for your deliverables and services.

To ensure we provide quality work to all our clients we have implemented a Quality Management Program. Our quality management manager, Rob Rochon, PE, will review the project at specified design milestones and prior to issuance of deliverables to ensure code compliance, constructibility, compliance with design standards, and technical accuracy of our plans.

Our internal Quality Management (QM) process will be administered as we begin to prepare the deliverables outlined in this RFP. The QM manager on our project team will also prepare reviews at 30%, 60%, 90% and 100% completion. PEA Group has recently enhanced our formal internal review procedures which require a thorough document review of all deliverables. PEA Group's Quality Management Program (QMP) has been enhanced to assure that project work is carried out in a planned, controlled, and accurate manner. It includes procedures for scheduling and assigning work; for recording, retention, and retrieval of records for both design and construction activities; for identifying and resolving deficiencies affecting the work; and for verifying compliance with the requirements of the QMP. These quality control measures help to ensure the accuracy, constructibility and code compliance of our plans.

PEA Group's quality procedures vary depending on the phase of the project and the specific deliverable. For example, in the early phases a senior member of the project team carefully reviews all deliverables. This review focuses on the program, owner requirements, and budget and suitability of the design in meeting the project objectives. Beginning in preliminary design – a staff member, not part of the project team, is identified to perform all quality reviews. Utilizing a "third party" senior engineer and/or designer allows a fresh set of eyes to review the project. This review is focused on quality, constructibility and budget. Our project schedules build in time for this internal review with enough time left for any corrections prior to submitting the deliverable to the client.

Questionnaire

5.2 Has your firm been involved in claims or suits associated with professional services errors and/or omissions?

Yes ☒ No ☐

If yes, explain: Yes, we have been involved in claims and suits. In all cases, claims or suits have been negotiated and settled.

5.3 Will there be a key person who is assigned to a project for its duration?

Yes ☒ No ☐

5.4 Please present your understanding of the relationship between your firm, the DTMB Design and Construction Division, and the State Agency for whom a project will be completed.

DTMB Design and Construction represents the State of Michigan. These projects will be assigned to PEA Group from DTMB for various State Agencies. Our primary contract for the project will be the DTMB Project Director. The State Agency representative will be involved in the project primarily as a user and stakeholder and our contract will be through DTMB. Schedule, budget, progress, and project communication will be through and in coordination with the DTMB Project Director. The Agency representative will advise in items related to programming, project use and other project specific items. We understand the importance of both the DTMB and the State Agency (i.e. DNR) and will work to meet and exceed the requirements and expectations of both.

5.5 Describe your approach if a bidder proposes a substitution of a specified material during bidding.

If a bidder wishes to propose a substitution of material, PEA Group would request the required product and material information be submitted at least seven days before bids are due. Our team will evaluate the submitted substitution's information as submitted to determine if the proposed substitution is an equal or of better quality then those specified and present our findings to the owner. If the substitution presented is acceptable to the team and DTMB – we will issue an addendum for the proposed substitution to all plan holders.

5.6 Describe your approach if a contractor proposes a substitution of a specified material or detail with shop drawing submittals or in construction.

PEA Group will review the proposed substitution against the contract documents, unless the product or material is specifically noted as no equal or substitution, it will be considered. The submitted information will be carefully reviewed to confirm the substitution is equal to, or of greater quality, then what was specified and offers a net reduction in contract price, or other benefit to the project. If acceptable, PEA Group will review the proposed substitution with the owner to make a final determination. If approved, a contract change may be developed where the substitution affects contract price or schedule. Substitutions proposed for items specifically noted as no equal will not be considered. Proposed substitutions for inferior or inappropriate materials or details will be rejected.

Questionnaire

5.7 How will your firm provide consistent and continuous communication pertaining to project activities and project status to the State of Michigan during the progress of projects?

PEA Group will assign a Senior Project Manager to DTMB for any given project. That project manager will be the primary contact for DTMB and will maintain regular and coordinated communication between DTMB and the project stakeholders. At the onset of the project, during the kickoff meeting, PEA Group will review the proposed schedule with DTMB for acceptance. This schedule will include dates for future meetings that will occur regularly ensuring communication throughout the project duration. All meetings will be followed up with meeting minutes that will be sent to attendees for review and edited as needed and ultimately become part of the permanent project record. Final minutes will be distributed to DTMB and stakholders. Any communication with outside parties where DTMB may not be present will be documented similarly and minutes distributed to DTMB for the project record.

5.8 Does your company have an FTP or similar site for quick posting and distribution of information, drawings, field inspection reports, and other communications?

Yes ☒ No ☐

5.9 Describe your method of estimating construction costs and demonstrate the validity of that method.

PEA Group keeps a master database for all of the bids received on our projects. This database is kept current and has proven to be an accurate resource in the development of cost estimates for our projects. In addition, we reference MERL as a back check for certain line items depending on the quantity and as a back check against our internal database. With over 100 projects added to our database it serves as an excellent resource in understanding current construction cost conditions.

5.10 Describe your approach to minimizing construction cost over-runs.

Our implementation of our Quality Management procedures is the basis of our approach to minimizing construction cost overruns. Thorough review of the documents throughout the project phases allows us to add more detail and clarity to the estimate in each phase. Contingencies are established early in the process and reduced as each phase of work is completed and more detail is developed. Our firm has been recognized repeatedly by our clients and reviewing municipal agencies for the clarity and thoroughness of our construction documents. Clear and accurate construction drawings keep construction changes in check. A reasonable construction contingency included in the estimate along with our experienced construction administration personnel are also key in keeping a project on track and on budget. In addition, our responsiveness is one of the bedrocks of our firm. Our ability to quickly respond to any contractor questions or unknown conditions in the field minimizes downtime and keeps budgets on track.

5.11 What percentage of the PSC cost should be devoted to construction administration (office and field)?

10-20 %

Questionnaire

5.12 What portion of the assigned work will be performed with your staff and what portion will be provided by sub-consultants?

PEA Group will perform 100% of all work related to Landscape Architecture, Civil Engineering, Survey, and Geotechnical Investigation. Subconsultants may be contracted for scope that falls outside these areas of practice.

5.13 On a typical project, what would be your response time, from the time receive a project assignment to starting investigation and design work? A typical project might be one involving several disciplines and in the neighborhood of a $25,000 fee.)

5 Days

5.14 How do you assess whether a construction bidder is responsive and responsible?

We assess the bidders responsiveness and responsibility based on: (1) Compliance with the bid specifications and requirements. (2) The Bidder's financial resources. (3) The Bidder's technical capabilities and experience. (4) The Bidder's past performance. (5) The Bidder's insurance and bonding capacity. (6) The Bidder's business integrity.

5.15 Describe your firm's understanding of Sustainable Design and LEED Certification.

PEA Group believes sustainable design should be incorporated (at least to some extent) in everything we do. We have LEED accredited professionals on staff and have been the site design/civil engineering lead on LEED certified projects. As a team, we strive to develop cost effective design solutions that maximize the project potential and many times the best way to do this is the value-added benefits of sustainable design over time, regardless of whether the team decides to pursue a LEED Certification. Our approach is to look at initial cost for "green design" features as well as the potential ROI or maintenance expense over time to propose the right design solutions for the project. As a site design firm – we focus on sustainable site design solutions. Rain gardens, bioswales, porous paving, detention and retention facilities are often considered in our designs and we have incorporated these elements in both LEED and non-LEED projects.

5.16 Describe your experience with similar open-ended contracts.

PEA Group has experience with open-ended contracts with both public and private entities. We have had a generally positive experience with these types of arrangements. It allows us to better serve our clients by reducing time and effort on administrative tasks which may be associated with every project. The DTMB will realize this cost savings through reduced project management effort and administrative support fees. Our public list of open-ended contracts includes Oakland Township Municipal Engineering Services, Macomb County Department of Roads Plan Review, Addison Township Municipal Engineering Services, Washington Township Municipal Engineering Services, and the Wayne County Airport Authority. These projects were completed with either time and expense agreements, negotiated fees, or defined scope and fee task orders. Private open-ended contracts include Consumers Energy, Ideal Contracting, and FCA Group, LLC. Projects completed with these clients are completed with defined scope and fee task orders.

Questionnaire

5.17 Describe your methodology for obtaining information about the existence and condition of an existing, facility's components and systems.

As stated above, proper investigation is critical to starting a project on the path to success. To obtain information on an existing facilities components and systems, we first request and review existing available information. This information may be drawings, reports, or maintenance records, or other system related document. This may come from a client's central office or the facility itself. Secondly, we will perform field investigations to verify the reference documents. We have experienced situations where the reference drawings on-file do not reflect exactly what is in the field. If we cannot confirm the reference documents, we will perform additional investigation to eliminate potential unknowns or other risks. These investigations may be destructive or non-destructive, depending on the project and system needs.

5.18 Describe your approach to securing permits/approvals for the following: campgrounds, critical dunes, coastal zone management, projects adjacent to Michigan lakes and rivers.

Our approach to permitting with EGLE is proactive. We engage EGLE from the onset of a project via a pre-application meeting and set the expectations of the project. Our firm proactively works with EGLE throughout the permitting process to make sure there is a quick response to any questions or requested revisions and actively engages in the process so permitting proceeds efficiently to maintain the project schedule. PEA Group has extensive experience with permitting on a variety of project types including campgrounds, road crossings, utility projects, boardwalks, bridges, floodplains, fishing platforms, wetland impacts, and projects adjacent to Michigan lakes and rivers. We regularly work with EGLE on permitting for Part 301 Inland Lakes and Streams, Part 303 Wetland permits, and Part 31 floodplains. Additionally, we will work with the US Army Coor of Engineers (USACE) on Great Lakes and steams. Our permitting experts and design experts collaborate throughout the design process to make sure the final design adheres the permitting expectations and preserves and protects natural features to the extent practical and feasible. If the project is in a unique ecosystem such as a critical dune area, coastal zone, or involves threatened or endangered species, PEA Group's surveyors and wetland specialists gather accurate field data and may collaborate with specialized ecologists.

5.19 Describe your approach to a construction contractor's request for additional compensation for a change in the project scope.

Our approach to a contractor's request for additional compensation for a change in scope would be to first confirm the request has been prepared and submitted in accordance with the contract documents, supplying adequate information itemizing the required quantities and hours, or associated information to negotiate a lump sum adjustment to the fee. If all information has been submitted appropriately, we would review the request to verify the validity or entitlement for the change in contract. All submitted information would be reviewed and we would advise the owner as to our findings. If requested, PEA Group can assist in the preparation of a Change Order.

Questionnaire Attachments

Project Examples Overview

Project	General Architectural And/Or Engineering Design	Landscape Architecture	Parking And Paving	Recreation and Sports Facilities / Fields	Roof Repair, Restoration And/ Or Replacement Design	Soil Erosion Sedimentation Controls	Site Surveying	Stormwater Management And Drainage Plans	Trail Design And Development
Fort Street Bridge Park	x	x				x	x	x	
Rouge River Kayak Launch		x				x		x	
Milliken State Park	x	x				x		x	
Gallagher Creek Park		x		x					
Catalpa Oaks		x		x		x		x	
The Great Lakes Way	x	x							x
Washtenaw to Wayne Trail		x							x
Downriver Linked Greenways		x							x
Calhoun County Trail Master Plan		x							x
FCA Roof Design					x				
Kril Recreation Center				x					
Riverside Park	x	x		x		x		x	
Ideal Contracting Group Campus Stormwater Masterplan	x	x						x	
Detroit Parks Parking Lots	x		x			x	x	x	
Michigan State Police Driving Facility	x								
Oakland County FPE Paving	x		x			x	x	x	
Albion College Loop Trail		x				x	x		x
Home Depot Roof Design					x				
Triology Apartments Roof Design					x				
General Motors VDTA Reconstruction			x						

Fort Street Bridge Park



The Fort-Rouge Gateway (FroG) Partnership began a discussion between local and state-level stakeholders to discuss the potential for a transformative place-making park in the vicinity of the Fort Street Bridge, over the Rouge River, in southwest Detroit.

PEA Group assisted FRoG stakeholders to finalize conceptual plans for a pocket park, on MDOT-owned property, at the foot of the new bridge. Amenities include a gathering plaza with seating and porous pavement, interpretation of the 1932 Hunger March, an interactive stormwater management demonstration, habitat enhancements, and a kayak launch. Sculptural and interpretive focal points within the plaza were constructed with salvaged materials from the former bridge. Marathon Petroleum Company and MotorCities National Heritage Areas (MNHA) engaged PEA Group to develop construction documents, design the interpretive signage, and provide construction administration and oversight for the first phase of the park's development.



Concept Plan

Plan Features:

- A entry wall
- B bike loops
- C gathering plaza
- D interpretive signage
- E sculptural element
- F stormwater feature
- G entry drive
- H entry arch or gate
- I parking/ loading
- J paddleboat launch
- K boardwalk
- L rain garden
- M habitat enhancement
- N curb cut
- O bio-swale

Location
Detroit, Michigan

Client
Fort-Rouge Gateway (FroG) Partnership Marathon Petroleum Company
MotorCities National Heritage Areas (MNHA)

Services Provided
Site inventory and analysis, conceptual planning, cost estimating, site plan approval, construction documents, construction administration, and fundraising assistance

PEA GROUP

Rouge River Water Trail and Kayak Launches





PEA Group assisted the Friends of the Rouge with developing amenities for the Lower Rouge River water trail between Dearborn and Detroit River.

Our team investigated the waterway to determine optimum locations and methods for wayfinding, rest areas, points of interest, and accessible kayak launches. PEA Group developed a report that defined mile marker locations, identified points of interest, and defined emergency signage.

Additionally, our team developed concepts and cost opinions for three new kayak launch locations that included amenities such as picnic areas, parking, and kayak storage. The project report was used to generate additional funding for the implementation of the improvements. PEA Group is currently working towards the development of three new kayak launches and rest areas along the river.

Location
Wayne County, Michigan

Client
Friends of the Rouge

Services Provided
Site investigation, stakeholder input, wayfinding/sign design, concept design, and cost opinion

PEA GROUP

Milliken State Park Upland Wildlife Restoration







The Milliken State Park Upland Wildlife Restoration Project is one of fourteen habitat restoration projects targeted by the Detroit River Public Advisory Council, requiring completion to delist the Detroit River as an "Area of Concern." The Michigan Department of Technology, Management and Budget and Department of Natural Resources (DNR) engaged PEA Group to assist with the project from conceptual design through construction.

The four-acre site provides pedestrian access from the DNR's Outdoor Adventure Center to Milliken State Park and the Detroit RiverWalk, however, it is challenged with contaminated soils from its past industrial use. A due care plan calls for placing a clean fill cap (12" minimum depth) over a demarcation barrier to serve as a base for new improvements. Plans call for invasive plant removal, giving way to a new landscape comprised of native forbs and grasses designed to attract birds and pollinators. Native trees and shrubs will be strategically placed to provide shade, spatial structure, and frame views to downtown and the river.

Location
Detroit, Michigan

Client
The Michigan Department of Technology, Management and Budget Department of Natural Resources (DNR)

Services Provided
Environmental planning, landscape design, construction documents, and cost estimating

PEA GROUP

Gallagher Creek Park







PEA Group designed a new park within Oakland Township that provides hiking paths, an active play area, picnic pavilion, restrooms, and parking. The active use areas of the park are integrated with a native landscape consisting of wildflower meadows. Stormwater runoff from the park is captured in a rain garden.

This new park provides an important active recreation resource for Township residents while also providing access to nature and views of native meadows, wildlife, and wetland habitats.

Location
Rochester, Michigan

Client
Oakland Township Parks and Recreation

Services Provided
Site analysis, site design, construction documents, construction administration, and land surveying

PEA GROUP

Catalpa Oaks Park





Located in Southfield, Michigan Catalpa Oaks Park is used for recreational sports such as soccer and softball, several community based programs, and is a popular place for runners and walkers. Between drainage issues and overuse, the function of the park was compromised.

PEA Group completed soil borings and other site analysis to determine the best grading, soil amendments, and proper stormwater system necessary for successful active use of the site. PEA Group developed a new layout for the soccer fields to maximize use of the space based on the anticipated age of users. Addtional to the newly designed soccer fields, PEA Group also designed an aggregate walking path around the perimeter of the park, a storage shed, an open lawn space for summer programs, and made improvements to the existing sledding hill. PEA Group designed the site elements, provided a cost opinion and construction documents, and worked with the County throughout the bidding and construction process.

Location
Southfield, Michigan

Client
Oakland County Parks

Services Provided
Site analysis, soil analysis, cost estimating, public input, site design, drainage design, surveying, construction documents, and construction administration

PEA GROUP

The Great Lakes Way



Route Gaps



Final Vision Map

PEA Group assisted the Community Foundation of Southeast Michigan, along with a group of stakeholders including several non-profits and municipalities in southeast Michigan, in designing a route to strengthen and define the greenways and blueways of the Huron-Erie corridor. This route traverses three counties and over 30 municipalities.

PEA Group was charged with inventory and analysis of GIS data and maps of existing greenways to determine the best route from Lake Huron to Lake Erie. The route was broken down into four categories, complete, partially complete, planned route gap, or complete gap. Our team worked closely with the stakeholders, meeting monthly to discuss the route and ensure the overall vision to connect residents of all backgrounds to each other and the unique amenities of the area was being met.

Using the stakeholder input, PEA Group designed a double sided vision poster that includes the overall route and points of interest along the way to be used as a marketing piece to educate and gain interest in the route from other stakeholders. Additionally, our team created the GIS data for the route's interactive map featured on the website.

Finally, PEA Group developed a report complete with recommendations for next steps to build momentum for this project that will one day have a national designation in honor of the late congressman John D., Dingall Jr.

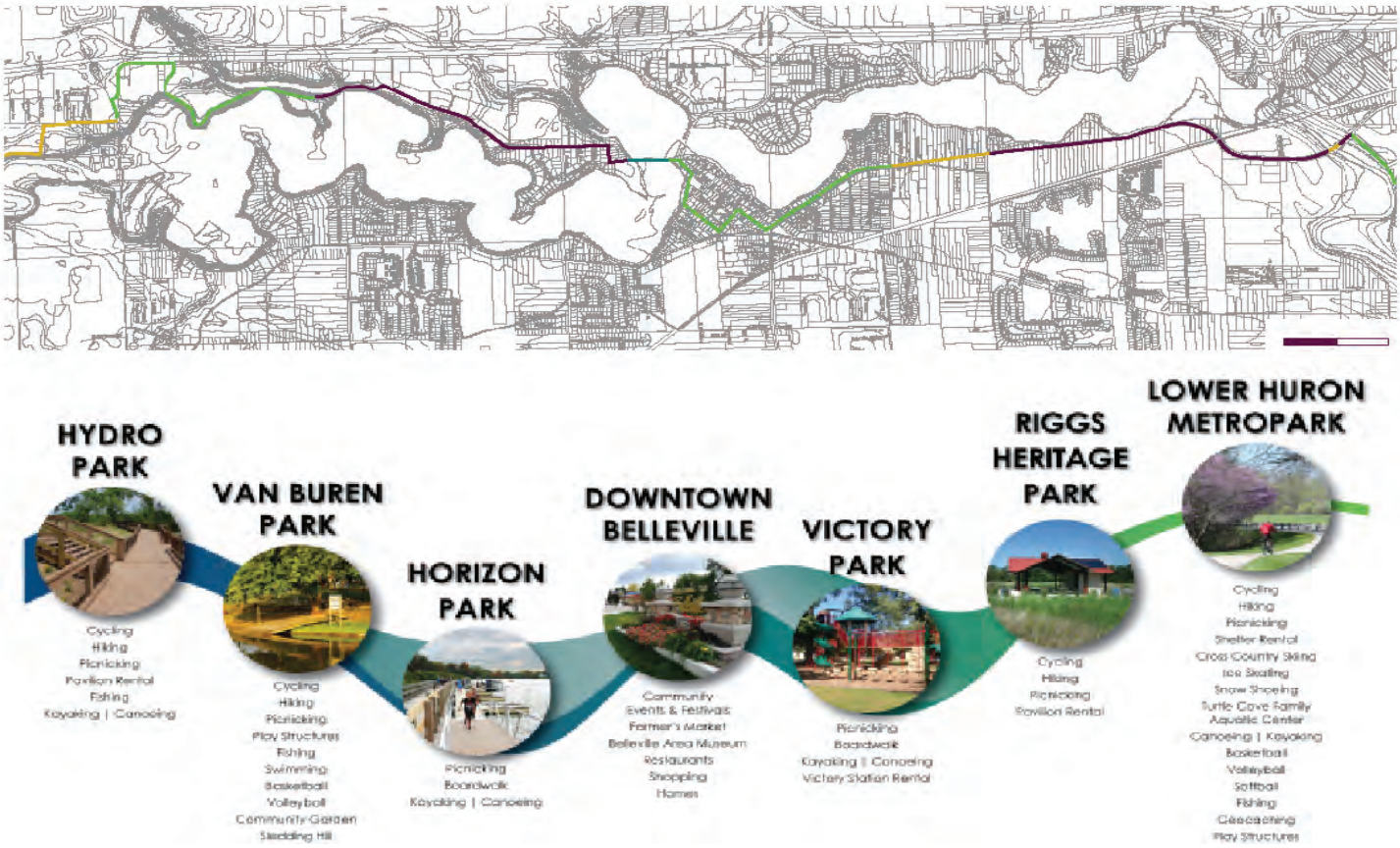
Location
Monroe County, Wayne County, St. Clair County, Michigan

Client
The Community Foundation of Southeast Michigan

Services Provided
GIS mapping, inventory and analysis, stakeholder input, and presentation graphics

PEA GROUP

Washtenaw to Wayne County Iron Belle Trail Master Plan



PEA Group completed a master plan for a segment of the Iron Belle Trail that creates a key connection between Washtenaw County and Wayne County. A gap in the regional trail existed between the end of the B2B Trail in Washtenaw County and Lower Huron Metro Park where the Iron Belle began in Wayne County.

PEA Group worked with community stakeholders from Ypsilanti Township, the City of Belleville, and Van Buren Township to develop route options to close the gap. Our team completed an in depth analysis of the route options and performed route scoring of each option to develop one definitive route. We held several townhall community meetings to gather public input.

The project successfully determined one route that provided connections to parks, schools, shopping districts and a variety of regional attractions. The final report was utilized to secure significant grant funding to implement construction of the trail.

Location
Ypsilanti Township, Belleville, and Van Buren Township, Michigan

Client
Huron Waterloo Trails Initiative

Services Provided
Cost opinions, preliminary engineering, route scoring
Site analysis, stakeholder and community input, and trail planning

PEA GROUP

Downriver Linked Greenways



PEA Group assisted the Downriver Linked Greenways and Friends of the Detroit River with developing plans for two separate gateway features highlighting the north and south terminus points of the Downriver Linked Greenways segment of the Iron Bell Trail. PEA Group initially worked with key stakeholders to establish the parameters for the design features, then created a series of form studies, concept sketches, and graphics aimed towards gathering input from additional community stakeholders. The PEA Group design team then refined the concepts and developed solutions for each location that were unifying in character but pertained unique details suited to their distinct site context. The project is ongoing and the scope includes developing construction drawings and performing construction administration.

Location
Wayne County, Michigan

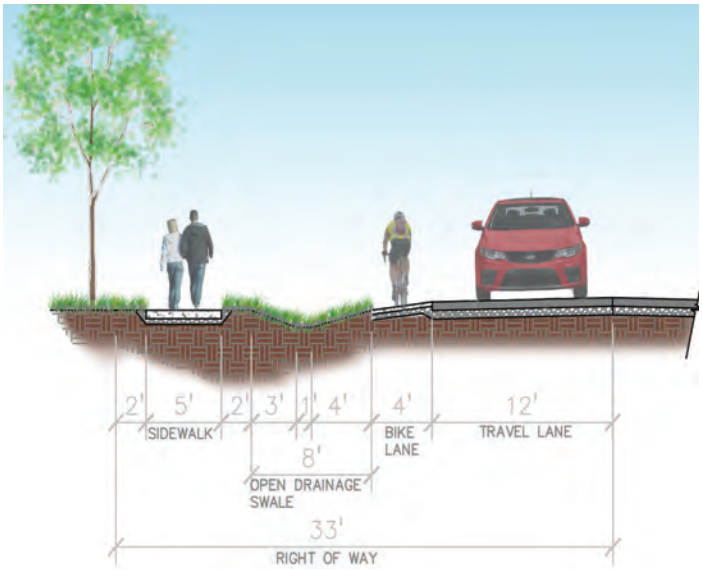
Client
Friends of the Detroit River

Services Provided
Site analysis, surveying, stakeholder input, conceptual design, design development, construction drawings (to be completed), and construction administration (to be completed)

PEA GROUP

Calhoun County Trail Master Plan







The design for the Calhoun County Trail master plan includes a segment of the Iron Belle Trail, Great Lake-to-Lake Trail, and North Country Trail. The planning process was complex, accommodating three separate regional trails, each with differing goals and design criteria. The project spans over a 45-mile long corridor from Battle Creek to Concord, Michigan.

PEA Group evaluated hundreds of miles of potential trail and bike path locations. The planning process included an 18-month involvement, gathering community participation from stakeholders along the corridor, as well as input from MDOT, MDNR, National Park Service, Calhoun County Road Department, local governments, and non-profit trail organizations.

PEA Group built a consensus among a diverse group of stakeholders to determine the best feasible trail location to traverse the lengthy and complex corridor. The final trail route provides access to some of the most scenic and historic locations in south central Michigan.

Location
Calhoun County, Michigan

Client
Michigan Trails and Greenways Alliance

Reference
Mark Lelle, lelle.mark@gmail.com

Services Provided
Construction administration, construction documents, stakeholder input, site analysis, and trail planning

PEA GROUP

Kril Recreation Center



Rendering courtesy of Centgraph Inc.

PEA Group was retained by Kril Enterprises, Inc. to provide land surveying, engineering, and landscape architecture services for the Kril Recreation Center. The recreation center will be developed on the former 5.5-acre Probuild Lumberyard in the City of Pinckney. The project includes the renovation of a 32,000 square foot warehouse located on the property into the new recreation center. The recreation center will feature both indoor and outdoor activities, including a bouldering gym, workout stations, indoor baseball training, and a track for skateboards and bikes.

PEA Group performed a topographic survey to examine the existing conditions of the site. Utilizing data collected from an existing ALTA Survey, available records, and the topographic survey, PEA Group worked with the client and the architect to develop a conceptual plan for the overall development of the site. This conceptual plan was submitted with the Conditional Rezoning package to the City and served as the base for the site plan approval submittal. The site plan submittal included site drawings, a grading plan, a utility plan, and a site plan. Our team prepared and provided landscape plans required by the zoning ordinance. Additionally, our team prepared detailed engineering construction drawings for the future construction of the site.

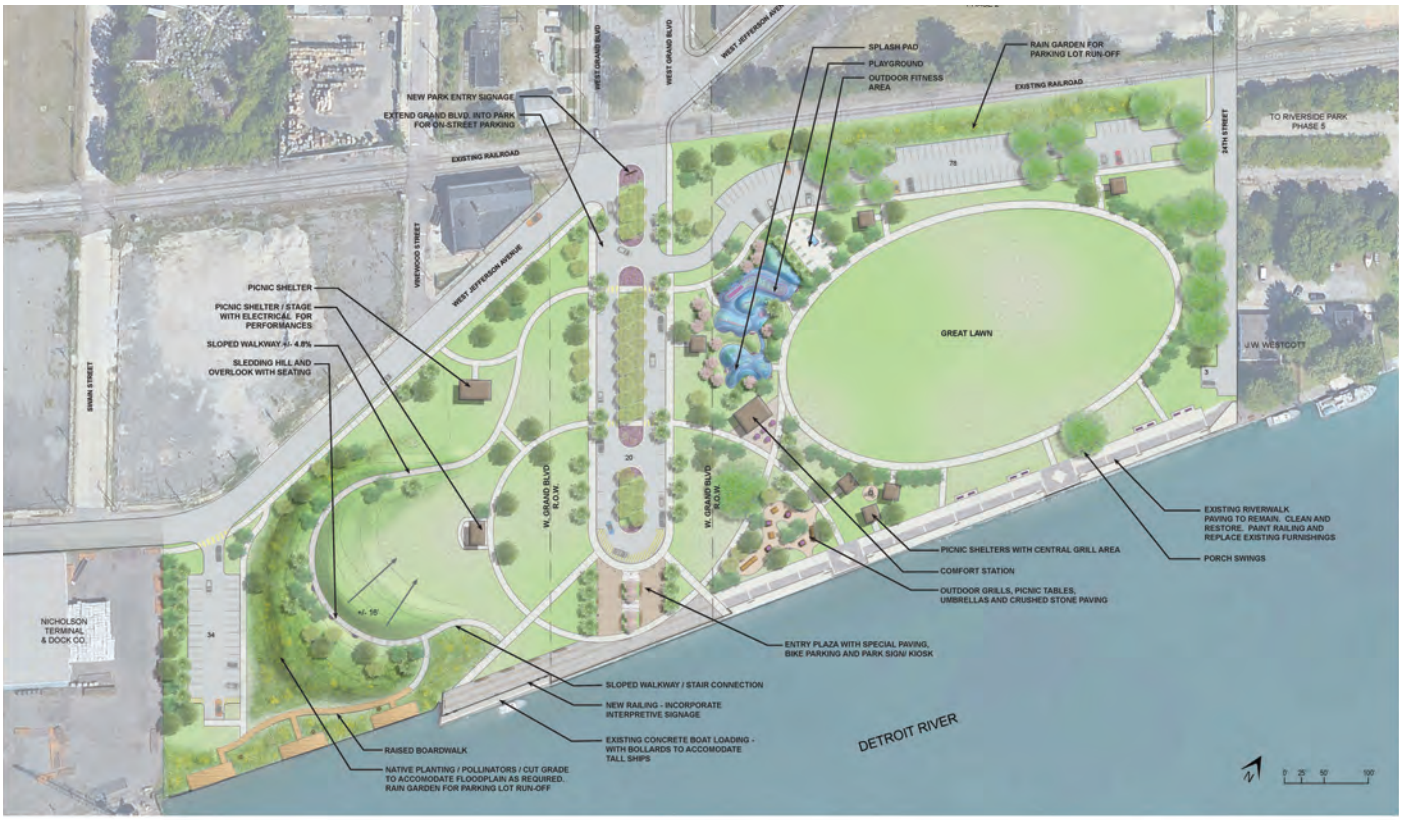
Location
Pinckney, Michigan

Client
Kril Enterprises, Inc.

Services Provided
Land surveying, engineering, and landscape architecture

PEA GROUP

Riverside Park, Phase 3-4



Riverside Park is located at the base of West Grand Boulevard on the Detroit River, directly south of the Ambassador Bridge in Southwest Detroit. The city developed an overall concept for phases 1-5 and engaged PEA Group to develop updated concept plans through construction documents for phases 3-4. The city of Detroit is working to develop due-care plans for both phases of the project. The new design will incorporate the environmental cleanup requirements per EGLE requirements.

Phase 3 and 4 will expand the existing southwest boundary of the park, adding close to five acres of public park space while increasing the river frontage and access for shore fishing. Also included is a new interactive spray park, with rolling topography and safety surfacing that can be utilized as a play space in colder months.

Grand Boulevard will be extended into the park, providing better vehicular access for fishers and cyclists while doubling as a hardscape surface for festivals and weekend events. A new sledding hill will provide winter recreation opportunities and offer unique river and downtown views. Upland and lowland habitat improvements are incorporated into the design, spanning from the existing seawall to the top of the proposed hillside.

A picnic shelter near the base of the sledding hill will provide a location for concerts and movies in the park, doubling as an outdoor performance space. Picnic shelters and an outdoor fitness area are included in the plans adjacent to a ¼-mile walking loop. The existing Riverwalk will remain intact with new site furnishings and repairs as needed.

This project is ongoing. Once completed, Riverside Park will provide new and exciting recreational amenities to nearby residents and the overall community.

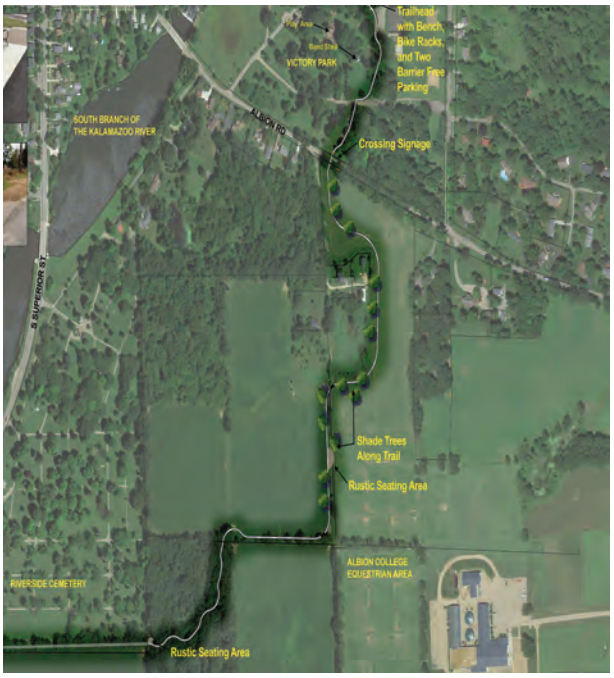
Location
Detroit, Michigan

Client
City of Detroit, General Services Department

Services Provided
Concept planning, landscape architecture, civil engineering, construction documentation, cost estimating, and construction administration

PEA GROUP

Albion College Loop Trail





PEA Group assisted the City of Albion and Albion College in winning an MDNR Trust Fund grant to complete the design, engineering, and construct of the Albion College Loop Trail. This mile-long shared-use path extends the existing Albion Riverwalk south. The path runs through Victory Park, Albion College property, and to a historic city-owned cemetery, where it connects to M-99 and a proposed trail route to the Village of Homer. Most significantly, this project completes an urban segment of the Calhoun County Trail, the Great Lake-to-Lake Trail, the North County Trail, and the Iron Belle Trail, which all share the same corridor in the City of Albion.

The pathway begins near an existing parking area, offering trailhead amenities. The path is designed to safely avoid conflict with existing features as it passes through Victory Park. Upon entering Albion College property, it sensitively traverses agrarian landforms adjacent to the College-owned Equestrian Center and a scenic woodlot before crossing the edge of the historic cemetery.

The pathway strengthens non-motorized connectivity within the Albion community while simultaneously enhancing recreation opportunities and demonstrating the outstanding partnership between Albion College and the Albion City Government.

Location
Calhoun County, Michigan

Client
Albion College

Reference
Gregg Strand,
gstrand37@gmail.com

Services Provided
Grant assistance, site analysis, trail planning, construction drawings, and construction administration

PEA GROUP

Detroit Parks Parking Lots



The City of Detroit Recreation Department, in an effort to reduce storm water within their parks, prepared preliminary design for the construction of new paved parking and access drives at three parks in the City, including O'Hair Park, Romanowski Park, and Stoepel Park. The project was awarded to PGA who engaged PEA Group to prepare engineering drawings and storm water calculations for three new bioswales to be installed along with the parking improvements.

PEA Group performed a topographic survey to confirm existing conditions and utilized survey results as a basis for construction drawings. Soil borings were taken at proposed bioswale locations to determine infiltration capacity of the existing soils. PEA Group prepared engineering drawings for construction and stormwater calculations that meet Detroit Water and Sewerage Department (DWSD) requirements. PEA Group provided construction layout and staking for project construction.

PEA Group, as the engineering consultant for multiple design build projects at all three of the parks, assisted both the City and contractors in identifying coordination issues and determining opportunities where minor changes in the proposed design could reduce overall construction cost.

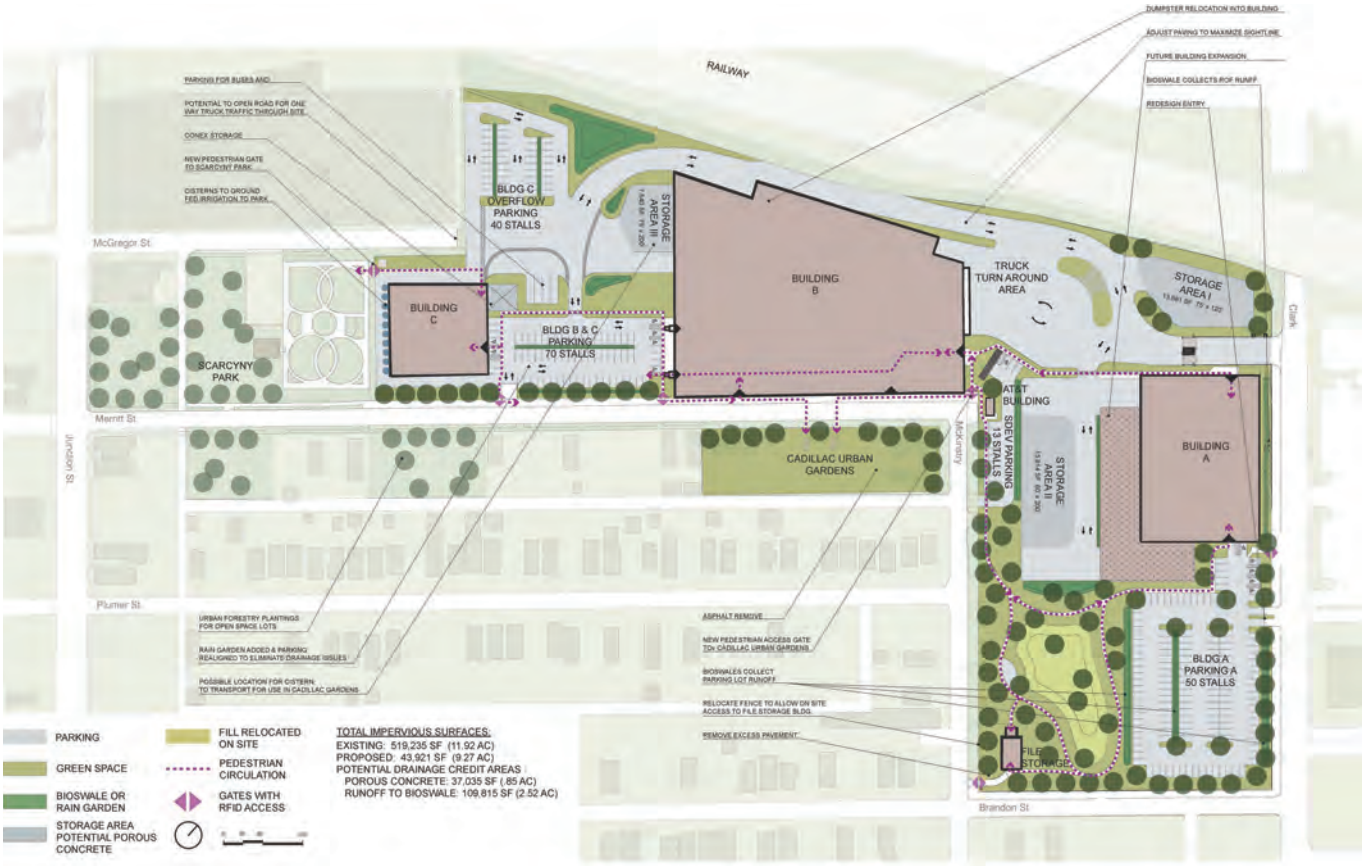
Location
Detroit, Michigan

Client
Premier Group Associates, LC (PGA)

Services Provided
Geotechnical investigation, topographic survey, design/ layout plan, construction drawings, construction administration, and construction staking

PEA GROUP

Ideal Group Campus Master Plan



The Ideal Group Campus occupies approximately 17-acres in Southwest Detroit and has deep roots within the community. The campus consists of multiple buildings that house six different companies. The areas between the building rooftops, parking lots, and lay-down areas were primarily paved.

With 17-acres of primarily impervious surface, Ideal reached out to PEA Group for assistance in re-imagining their campus with the goal of better links between the different organizations on site, as well as determining opportunities for Green Stormwater Infrastructure (GSI) to reduce stormwater drainage fees.

PEA Group performed a detailed inventory and analysis of the existing conditions and participated in stakeholder workshops to ensure the spacial needs and access requirements for the various companies were fully understood. Using this inventory as a starting point, PEA Group developed a Master Plan for the Ideal Group that would reduce the amount of pervious surface by more than two acres and introduce a series of GSI initiatives that could be implemented over time, and would be eligible for credits from the Detroit Water and Sewerage Department to further reduce their stormwater discharge fees. The final Master Plan was a vision for the future of the campus that allows for growth on site, improved connectivity between the various buildings and the surrounding sites, and reduces stormwater discharge and fees.

Location
Detroit, Michigan

Client
Jesse Venegas
Ideal Group
2525 Clark Street
Detroit, MI 48209

Services Provided
Stakeholder meetings, site analysis, campus master planning, green infrastructure master plan

PEA GROUP

Home Depot Roof Replacement Oversight







PEA Group completed an approximately 140,000 square feet roof replacement design for Home Depot in Brighton, Michigan. In addition to bidding review and support, PEA provided field observation during installation. The observers identified a number of issues during construction that did not conform to the bid contract and advised alternative solutions. Additionally, our team verified materials used during construction matched the bid submittals and contract.

Location
Brighton, Michigan

Client
Argus Realty Group, LLC

Services Provided
Bid assistance, bid reviews, field observations and documentation, material verification, and punch list assistance

PEA GROUP

FCA CTC Roof Design and Specifications



In 2018, PEA Group completed the roof design and specifications for Fiat Chrysler Automobiles (FCA). The team provided recommendations for selections of a new roof system. The project consisted of the evaluation of three different roofing systems and approximately 180,000 square feet of roof replacement. Our team provided recommendations based on the coordination of roof membranes and performed a code of review for the building and identified areas of potential non-conformances as it pertained to the new energy requirements for roofing installation.



Location
Auburn Hills, Michigan

Client
FCA US, LLC

Services Provided
Destructive testing, bid package including drawings and specifications, building code review, and bid support



PEA GROUP

FCA Roof Asset Management Program



In 2017, PEA Group completed the FCA Roof Asset Management Program, which consisted of 26 facilities across three countries: the United States, Canada, and Mexico. The total area of roofs assessed was over 50,000,000 square feet. FCA was able to use the data from the assessment to allocate funds more effectively throughout all of its manufacturing facilities. The database that PEA Group created was placed on a web-based platform that can be accessed and maintained by assigned FCA and PEA Group personnel as needed. PEA Group was able to complete the inspections and reports for the 26 manufacturing facilities in three countries within a five-month time frame.

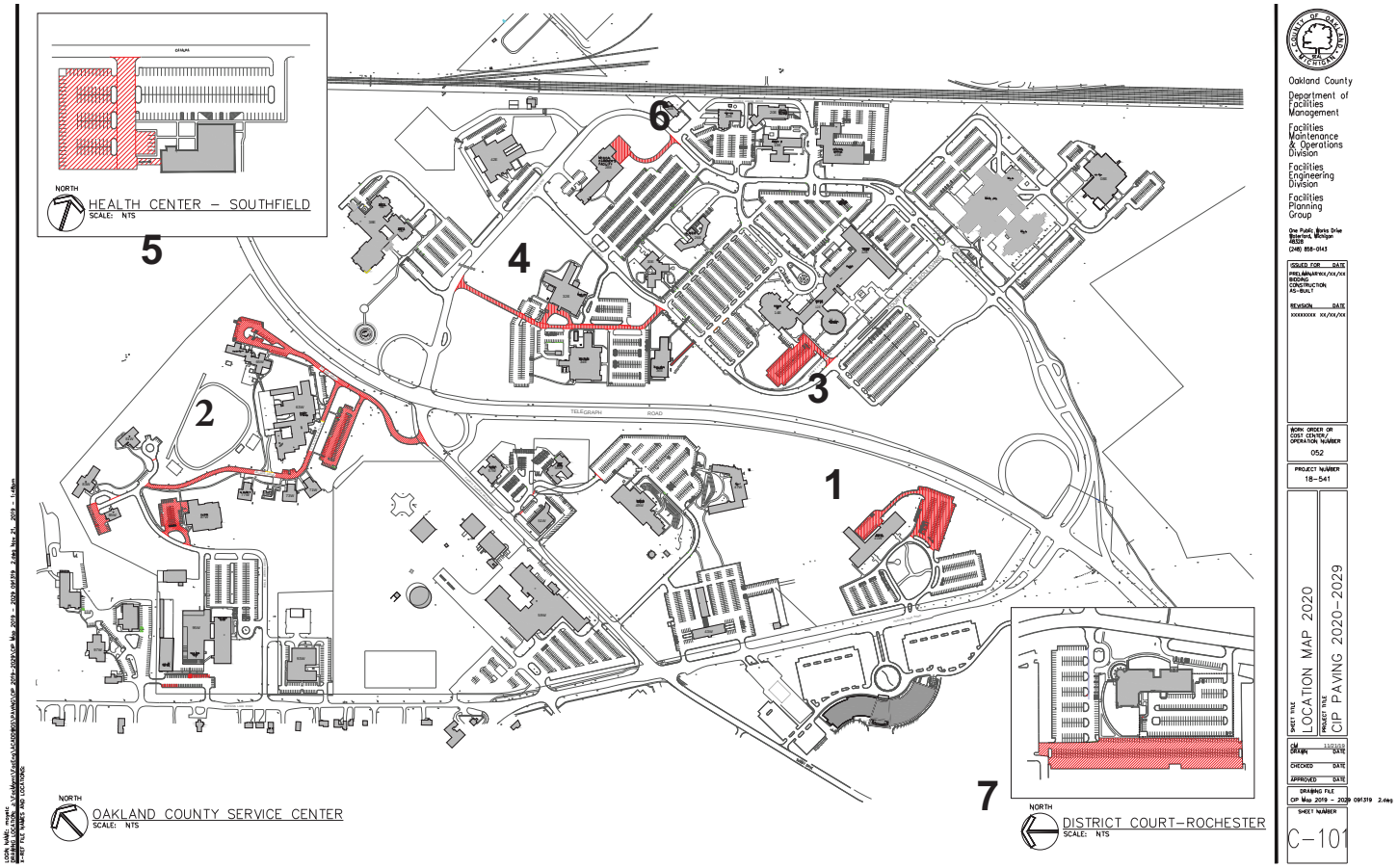
Location
United States, Canada, Mexico

Client
FCA

Services Provided
Visual condition evaluation and rating, maintenance cost estimation, and database to assist with capital cost planning

PEA GROUP

Oakland County Pavement Management Design and Construction Services



Oakland County Facilities Planning and Engineering department requested a pavement and drainage investigation ahead of complete surveying and design services for over 500,000 square feet of pavement throughout their Waterford/Pontiac campus. PEA Group was retained to provide these services and develop construction plans for bidding and construction.

The project involved the preparation of construction drawings, project specifications, permitting assistance, contractor bidding support, as well as key recommendations for storm drain system improvements and barrier free compliance. As a part of the project scope, PEA Group also provided topographical survey, construction layout, and as-built drawings, as well as project punch-list and closeout documents.

These projects are on-going with the latest project slated for 2021 construction.

Location
Pontiac and Waterford, Michigan

Client
Oakland County Facilities Planning and Engineering

Services Provided
Survey, engineering design, pavement managment design, and construction services

PEA GROUP

Michigan State Police Precision Driving Facility



The Michigan State Police were proposing the reconstruction of their 1-mile performance driving course at their Precision Driving Facility in Lansing, Michigan. PEA Group was contracted to do a preliminary evaluation of the current facility's driving course and provide safety and design recommendations.

In order to compile the report, PEA Group conducted a facility assessment to identify specific safety concerns and to understand the current uses of the track and full scope of work required. Following a set of standards, while utilizing the information collected during the facility assessment, our team was able to provide our safety and design considerations, specifically for drainage and safety, as well as pavement surface improvements for performance handling.

Our team determined a significant portion of the course that did not meet the provided standards of safety and produced the recommendations needed to reconstruct it properly. In addition to the final report, PEA Group delivered a conceptual safety plan and detail sheets that included recommendations and details such as guardrail and crash rails.

Location
Lansing, Michigan

Client
Michigan State Police

Services Provided
Professional consulting

PEA GROUP

General Motors Vehicle Dynamics Test Area Reconstruction



PEA Group was contracted to provide engineering services to assist in the reconstruction of the Vehicle Dynamics Test Area (VDTA) at the Milford Proving Grounds.

The former City Course pad was pulverized and reconstructed for the Active Safety Testing User Group at the General Motors Milford Proving Ground. Our team designed the new track, which is now called ASTA North, to consists of a 12.5-acre pad and a clothoid run-up road that features three lanes of different radius curves to test lane assist features on new vehicles. The east side of the track features areas with and without fog lines and gravel shoulder for testing. Other areas of the track will receive additional pavement markings in the future to test self-parking and autonomous intersection maneuvering.

This project also included the construction of the new City Course, which was relocated. This was the first phase of a three-year plan for the reconstruction of the entire VDTA (Vehicle Dynamics Testing Area). In 2020, PEA Group will be reconstructing the North Loop and adding a new entrance to VDTA with a ConSpan bridge.

Location
Milford, Michigan

Client
General Motors

Services Provided
Civil engineering, conceptual design, topographic survey, construction material testing, and construction administration

PEA GROUP

2021 Indefinite-Scope Indefinite-Delivery – Request for Proposal General Professional Design Services (Architecture, Engineering, Landscape Architecture)

Response to Request for Proposal

Part II - Cost Proposal

March 11 , 2021

PEA GROUP



Position, Classification And Employee Billing Rate Information

2021 Indefinite-Scope Indefinite-Delivery –
Request for Proposal General Professional
Design Services
(Architecture, Engineering, Landscape
Architecture)

Firm Name	PEA Group
Yearly Hourly Billing Rate Increase	3%
Mark-up for Sub-Consultants (not to exceed 5%)	4.5%
Mark-up for Reimbursables (not to exceed 5%)	4.5%

CLASSIFICATION	POSITION	2021 RATE	2022 RATE	2023 RATE	2024 RATE
AA	ACCOUNTING & ADMINISTRATIVE	$65.00	$68.00	$70.00	$72.00
CC1	SURVEY CREW CHIEF I	$80.00	$82.00	$85.00	$87.00
CC2	SURVEY CREW CHIEF II	$90.00	$93.00	$95.00	$98.00
CC3	SURVEY CREW CHIEF III	$100.00	$103.00	$106.00	$109.00
ECO T1	ECO TECHNICIAN I	$97.00	$100.00	$103.00	$106.00
ET1	ENGINEERING TECHNICIAN I	$85.00	$88.00	$90.00	$93.00
ET2	ENGINEERING TECHNICIAN II	$95.00	$98.00	$101.00	$104.00
ET3	ENGINEERING TECHNICIAN III	$100.00	$103.00	$106.00	$109.00
ET4	ENGINEERING TECHNICIAN IV	$110.00	$113.00	$117.00	$120.00
INS	CONSTRUCTION OBSERVER	$80.00	$82.00	$85.00	$87.00
LA	LANDSCAPE ARCHITECT	$120.00	$124.00	$127.00	$131.00
SLA	SENIOR LANDSCAPE ARCHITECT	$125.00	$129.00	$133.00	$137.00
LD1	LANDSCAPE DESIGNER I	$77.00	$79.00	$82.00	$84.00
LD2	LANDSCAPE DESIGNER II	$90.00	$93.00	$95.00	$98.00
LD3	LANDSCAPE DESIGNER III	$105.00	$108.00	$111.00	$115.00
LD4	LANDSCAPE DESIGNER IV	$107.00	$110.00	$114.00	$117.00
PD1	PROJECT DESIGNER I	$110.00	$113.00	$117.00	$120.00
PD2	PROJECT DESIGNER II	$135.00	$139.00	$143.00	$148.00
PE	PROJECT ENGINEER	$130.00	$134.00	$138.00	$142.00
PM	PROJECT MANAGER	$155.00	$160.00	$164.00	$169.00
PS	PROJECT SURVEYOR	$130.00	$134.00	$138.00	$142.00
ITN	INTERN	$65.00	$67.00	$69.00	$71.00
SE1	STAFF ENGINEER I	$100.00	$103.00	$106.00	$109.00
SE2	STAFF ENGINEER II	$105.00	$108.00	$111.00	$115.00
SE3	STAFF ENGINEER III	$110.00	$113.00	$117.00	$120.00
SE4	SENIOR STAFF ENGINEER/IV	$115.00	$118.00	$122.00	$126.00
SPE	SENIOR PROJECT ENGINEER	$145.00	$149.00	$154.00	$158.00
SPM	SENIOR PROJECT MANAGER	$175.00	$180.00	$186.00	$191.00
SS1	STAFF SURVEYOR I	$100.00	$103.00	$106.00	$109.00
SS2	STAFF SURVEYOR II	$105.00	$108.00	$111.00	$115.00
SS3	STAFF SURVEYOR III	$110.00	$113.00	$117.00	$120.00
ST1	SURVEY TECHNICIAN I	$85.00	$88.00	$90.00	$93.00
ST2	SURVEY TECHNICIAN II	$95.00	$98.00	$101.00	$104.00
ST3	SURVEY TECHNICIAN III	$100.00	$103.00	$106.00	$109.00
ST4	SURVEY TECHNICIAN IV	$110.00	$113.00	$117.00	$120.00
ST5	SURVEY TECHNICIAN V	$100.00	$103.00	$106.00	$109.00
PC1	PROJECT COORDINATOR I	$125.00	$129.00	$133.00	$137.00
PC2	PROJECT COORDINATOR II	$135.00	$139.00	$143.00	$148.00
PC3	PROJECT COORDINATOR III	$147.00	$151.40	$156.00	$161.00

*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

Key Personnel

Civil Engineering

- John Dell'Isola, PE, Senior Project Manager*
- Emil Bunek, PE, Project Coordinator*
- Scott Peruski, PE, Project Coordinator
- Jill Rickard, MS, PE, Project Engineer
- Wendy Ripper, PE, Project Engineer
- Joe Wywrot, PE, Senior Project Engineer
- John Watkins, PE, Senior Staff Engineer
- Matthew Hocking, PE, Project Manager
- Kevin Nosek, PE, Project Manager

Landscape Architecture

- Jeff Smith, PLA, LEED AP, Senior Landscape Architect*
- Burke Jenkins, PLA, ASLA, LEED AP, Senior Landscape Architect*
- Noah Birmelin, PLA, Senior Landscape Architect
- Janet Evans, PLA, Project Coordinator
- Lynn Whipple, PLA, Landscape Architect
- Kim Dietzel, PLA, Landscape Architect

Land Surveying

- Todd Shelly, PS, Senior Project Manager*
- Chris Beland, PS, Senior Project Manager*
- Sean Harris, GIS Specialist, Staff Surveyor
- Rami Tamimi, Drone Pilot, Staff Surveyor

Geotechnical Engineering

- Jack Sattelmeier, PE, LEED AP, Senior Project Manager*
- Rebecca Bentley, PE, Senior Project Manager*
- Dave Clark, CWI, RRO, On-site Construction, Construction Observer*

Facility Consulting

- Jim Christopher, Facilities, Project Coordinator*
- Dave Clark, CWI, RRO, Roofing, Project Coordinator*
- Daniel Stys, PE, Pavement, Senior Project Manager
- Michael Franklin, PLA, Site Amenities, Senior Landscape Architect

Ecological Consulting

- Theresa Pardington, PLA, PWS, ISA-CA, Eco Technician

Quality Management

- Rob Rochon, PE, Quality Management, Senior Project Manager*

**Denotes key personnel*

APPENDIX 3

PROFESSIONAL CERTIFICATION FORMS

R 12/16/13

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

Certification of a Michigan Based Business

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

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):

- [x] Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL □˜208.1 – 208.145; or
- [x] Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- [x] Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

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

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

Bidder shall also indicate one of the following:

- [x] Bidder qualifies as a Michigan business (provide zip code: 48083)
- [ ] 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: _____)

Bidder: Dan Hunter PEAGROUP, INC.

DAVID N. HUNTER
Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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 PRINCIPAL 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.

R 12/16/13

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

Responsibility Certification

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

(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 had a felony conviction in any state (including the State of Michigan).

(c) Has not been convicted of a criminal offense which negatively reflects on the bidder'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.

(d) 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.

(e) Has not been terminated for cause by the Owner.

(f) Has not failed to pay any federal, state, or local taxes.

(g) Has not failed to comply with all requirements for foreign corporations.

(h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.

(i) 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 DTMB indicates that the bidder 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 bidder 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.
   vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).

(j) Is NOT an Iran linked business as defined in MCL 129.312.

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

Bidder:

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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

APPENDIX 4

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

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

The Professional's Consultant must submit a separate hourly billing rate for the professional Consultant services they will provide for State of Michigan Projects. A moderate mark-up of the Professional's Consultant services hourly billing rates, not to exceed 5%, 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 IF such items are provided in house by the professional.

2021 HOURLY BILLING RATE
Based on 2020 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 TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2020

MICHIGAN SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	$85.00	$85.00
Breakfast	$10.25	$13.25
Lunch	$10.25	$13.25
Dinner	$24.25	$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	$85.00	$85.00
Breakfast	$ 8.50	$11.50
Lunch	$ 8.50	$11.50
Dinner	$19.00	$22.00
Per Diem	**$87.00**	
Lodging	$51.00	
Breakfast	$ 8.50	
Lunch	$ 8.50	
Dinner	$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	$13.00	$16.00
Lunch	$13.00	$16.00
Dinner	$25.25	$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	$10.25	$13.25
Lunch	$10.25	$13.25
Dinner	$23.50	$26.50
Per Diem	**$95.00**	
Lodging	$51.00	
Breakfast	$10.25	
Lunch	$10.25	
Dinner	$23.50	

Incidental Costs Per Day (with overnight stay) $5.00

Mileage Rates

Premium Rate	$0.575 per mile
Standard Rate	$0.360 per mile

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT HIGH COST CITY LIST

TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2020

Michigan Select Cities/Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	All of Grand Traverse, Oakland and Wayne

Out of State Select Cities/Counties

State	City/County
Arizona	Phoenix, Scottsdale, Sedona
California	Los Angeles (Los Angeles, Orange, Mendocino & Ventura Counties, and Edwards AFB), Eureka, Arcata, Mckinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail
Connecticut	Bridgeport, Danbury
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia)
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West
Georgia	Jekyll Island, Brunswick
Idaho	Sun Valley, Ketchum
Illinois	Chicago (Cook and Lake counties)
Kentucky	Kenton
Louisiana	New Orleans
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford
Maryland	Counties of Montgomery & Prince Georges, Baltimore City, Ocean City
Massachusetts	Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Nevada	Las Vegas
New Mexico	Santa Fe
New York	Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Riverhead, Ronkonkoma, Melville, Suffolk County, Tarrytown, White Plains, New Rochelle
Ohio	Cincinnati
Pennsylvania	Bucks County, Pittsburgh
Rhode Island	Bristol, Jamestown/Middletown/ Newport (Newport County) Providence
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center
Utah	Park City (Summit County)
Vermont	Manchester, Montpelier, Stowe (Lamoille County)
Virginia	Alexandria, Falls Church, Fairfax
Washington	Port Angeles, Port Townsend, Seattle
Wyoming	Jackson, Pinedale

APPENDIX 5

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2021

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

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

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Hartford Accident & Indemnity	22357
INSURER C : Hartford Fire Insurance Co	19682
INSURER D : XL Group PLC	37885
INSURER E :	
INSURER F :	

INSURED
Professional Engineering Associates, Inc.
2430 Rochester Ct Ste 100
Suite 100
Troy MI 48083

COVERAGES CERTIFICATE NUMBER: 20-21 ALL, $2mil PL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X X,C,U X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	Y	35SBWII6977	9/15/2020	9/15/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS	X	Y	35UEGBI3267	9/15/2020	9/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist combined sir	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X / RETENTION $ 10,000			35SBWII6977	9/15/2020	9/15/2021	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	35WEGCB1973	9/15/2020	9/15/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			DPR9966038	9/15/2020	9/15/2021	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 00894.

The State of Michigan, its departments, divisions, agencies, offices, employees and agents are considered additional insured's with respects to general and auto liability coverage as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is considered primary and non-contributory on the general liability coverage. 30 day written notice provided to certificate holder and additional insured's for

CERTIFICATE HOLDER
State of Michigan
3111 W. St. Joseph Street
Lansing, MI 48917

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

AUTHORIZED REPRESENTATIVE
Mike Cosgrove/SUNNY

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COMMENTS/REMARKS

cancellation of coverages listed. 10 day notice for nonpayment of listed policies.

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BUSINESS LIABILITY COVERAGE FORM

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QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 35 WEG CB1973 **Endorsement Number:**
Effective Date: 09/15/20 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: PROFESSIONAL ENGINEERING
2430 ROCHESTER CT STE 100
TROY MI 48083

Section I of this endorsement expands coverage provided under WC 00 00 00.
Section II of this endorsement provides additional coverage usually only provided by endorsement.
Section III of this endorsement is a Schedule of Covered States.
You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of **Part One** (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of **Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph **4.** of **A. How This Insurance Applies** of **Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of **Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Cancellation

Paragraph **2.** of **D. Cancellation** of **Part 6** (Conditions) is replaced by the following:

2. We may cancel this policy. We must mail or deliver to you not less than **15** days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

5. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

6. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 6. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

7. Employers' Liability Stop Gap Coverage

A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.

B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.

C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.

D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the **Information Page** is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

   The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	**$500,000 Each Accident**
Bodily Injury by Disease	**$500,000 Policy Limit**
Bodily Injury by Disease	**$500,000 Each Employee**

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **$500,000** to **$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

   This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

MI

Countersigned by _____

Authorized Representative

APPENDIX 6

FEDERAL PROVISIONS ADDENDUM

(If your project is funding wholly or in part by federal funds, this appendix applies)

STATE OF MICHIGAN
PROCUREMENT
Michigan.gov/MiProcurement

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of $2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of $2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-

Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

a. **Contractor**. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. **Subcontracts**. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of $100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

a. **Overtime requirements**. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard work

week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

c. **Withholding for unpaid wages and liquidated damages**. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of $150,000,** the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and

throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **$100,000 or more** shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

a. Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of

making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. Changes.
See the provisions regarding modifications or change notice in the Contract Terms.

c. DHS Seal Logo and Flags.
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

d. Compliance with Federal Law, Regulations, and Executive Orders.
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

e. No Obligation by Federal Government.
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract."

f. Program Fraud and False or Fraudulent Statements or Related Acts
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

EXHIBIT 1
BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

EXHIBIT 1 - BYRD ANTI-LOBBYING CERTIFICATION

The Contractor, enter contractor name here, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date