



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

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

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

THIS CONTRACT, authorized this 24th day of January in the year two-thousand and twenty (2020), 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

TriMedia Environmental & Engineering Services, LLC
830 W. Washington Street
Marquette, MI 49855

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. 00860

Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Fall Protection Services Indefinite-Scope, Indefinite Delivery Contract (ISID)
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 five (5) year Contract.

This Contract will remain in effect for five (5) 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 five (5) additional one – year options, 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 five (5) 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:

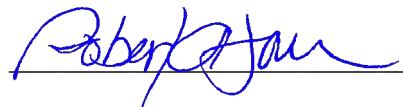
- I. The Professional shall provide the services for the assigned Project in the study, design, and construction administration, Phase and Task sequence provided in this Professional Services Contract and to the extent authorized by the Department of Technology, Management and Budget State Facilities 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 by its duly authorized representatives on the dates shown beside their respective signatures, with the Contract to be effective upon the date on which the Professional received a copy executed by the authorized State of Michigan representative(s) by regular, registered, or certified mail or by delivery in person.

FOR THE PROFESSIONAL:

<u>TriMedia Environmental and Engineering Services, LLC</u>	<u>26-3803290</u>
Firm Name	Federal Identification (I.D.) Number
 _____ Signature	<u>01/28/2020</u> Date
<u>President</u> Title	

FOR THE STATE OF MICHIGAN:

 _____ Director, Department of Technology, Management and Budget	<u>January 30, 2020</u> Date
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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 professional environmental services required by the Department to provide it, and further agrees that the terms and conditions of this Professional Services Contract provide adequate professional fee(s) for the Professional to provide the requested Project scope of work requirements for each assigned project. No increase in fee to the Professional will be allowed unless there is a material change made to the Project as described in its Project/Program Statement and the change in scope to the Project/Program Statement is accepted and approved in writing, by the Project Director and the Professional. Professional services shall not be performed, and no Project expenses shall be incurred by the Professional prior to the issuance of a written and signed Professional Services Contract and a Contract Order authorizing the Professional to start the Project work. Compensation for Department directed changes to the Project will be provided to the Professional by a Contract Modification and/or Contract Change Order signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from increases in the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional, as approved by the Project Director, on an hourly billing rate basis in accordance with this article. This compensation shall not exceed seven and half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director.

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

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

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

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

During the construction administration services of the Project, the Professional shall be required to complete and submit, the on-site Inspection record form titled "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. functional and operations needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance and other support features. Identify all additional research, studies, and analysis necessary to express such objectives and requirements in terms of a fully operable facility or system which will acceptably serve its intended use.

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

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

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

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

PHASE 200 - PROGRAM

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

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

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

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

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

- Task 202 PROGRAMMING: Identify and develop data to evaluate and clarify the proposed Project. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the functional and operational needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance and other support features. Allocation of spaces shall be in accordance with the State of Michigan's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" and be consistent with the Project/Program Statement and Project Budget. Provide all additional research, studies, and program analysis necessary identify the objectives and requirements for a fully operable Project acceptably serving its intended use.
- Task 203 DEVELOPMENT: Transcribe and consolidate all data, studies and the analysis of Task 202 into a program analysis summarizing the complete program for the project, including spaces, physical features, systems, functions, capacities, relationships, and interactions required by the proposed Project. Revise the proposed program as required to achieve the Project objectives and incorporate review comments by the Project Team. Obtain approval and sign-off of space allocations from the Project Director before providing the space allocations to the State/Client Agency for approval and sign-off of the complete program.
- Task 209 PROJECT COST ESTIMATE: Provide an itemized cost estimate of the proposed Project program. Verify in writing that the Project Budget is adequate to achieve the proposed Project. Revise the program analysis documents as necessary to provide an acceptable program analysis design within the Department's authorized Project Budget.
- Task 210 PROGRAM ANALYSIS REPORT: Prepare a draft program analysis report containing the program, cost estimate, signoffs and backup data and information. Submit ten (10) copies of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments. Incorporate review comments as directed by the Department into the proposed final program analysis report. Provide one reproducible original and an electronic copy suitable for legible reproduction. One program analysis report presentation shall be considered basic services for this Task. Any additional program analysis report presentations requested by the Department will be considered extra professional services and the additional study costs will be paid to the Professional by the Department with a Contract Change Order.

PHASE 300 - SCHEMATIC DESIGN

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

- Task 301 COORDINATION: Meet with the Project Team to establish a physical size and arrangement of the Project and its principal systems. Include technical, human, and physical environment requirements consistent with the Project program as well as the functional interrelationships between spaces or systems. Determine any Project requirements as necessary to accommodate 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.
- Task 308 DRAFTING: Prepare and render proposed schematic design documents appropriate to the Project, on sheet size approved by the Project Director. Include all principal building/site utility systems. Coordinate the Project schematic design with all architectural and/or engineering design disciplines for completeness, accuracy and consistency, and conflict avoidance. The Professional shall field-check and verify the accuracy of all existing and proposed architectural and/or engineering drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.
- Task 309 PROJECT COST/PROPOSED CONSTRUCTION SCHEDULE: Evaluate the proposed schematic design against the estimated Project cost and design/construction schedule. Revise schematic design as required to produce a design within the Department's approved Budget. Prepare and submit a Project Budget based on the approved schematic design. Apply critical target dates to the Professional's Project Study, Design and Proposed Construction Schedule and submit to the Department for their review and approval.
- Task 310 SCHEMATIC DESIGN REVIEW: Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed schematic design documents, as necessary, to incorporate all requested design review comments. Obtain Department approval and sign-off prior to State/Client Agency sign-off, when requested by Project Director. Where legislative review is required, provide an additional twelve (12) copies of the Department approved proposed schematic design documents to the Department for distribution to the Joint Capital Outlay Subcommittee, in the format of the "Major Project Design Manual for Professional Services Contractors and State/Client Agencies". Provide one (1) schematic design presentation to the Project Team for this Task. Any additional schematic design presentations requested by the Department will be considered extra professional services and the additional schematic design costs will be paid to the Professional by the Department with a Contract Change Order. If Contract Services conclude with this Phase, provide mylar architectural and/or engineering drawings of the final approved schematic design, suitable for legible reproduction.

PHASE 400 - PRELIMINARY DESIGN

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

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

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

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

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

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

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

- Task 402 SPECIFICATIONS: Prepare proposed preliminary design outline draft specifications for Divisions 00 through 49, in the 2004 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 and energy efficient design features of the Project and provide summary calculations to demonstrate applicable compliance with the State of Michigan's current Energy Code requirements. Revise as required.
- Task 408 DRAFTING: Prepare and render the preliminary design architectural and/or engineering documents on sheet size approved by Project Director. Coordinate the preliminary design with related architectural and/or engineering design disciplines for completeness, accuracy and consistency and conflict avoidance. Prepare drawings using applicable State of Michigan standards as defined in the Department's "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" for all Project design disciplines. The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.
- Task 409 COST ESTIMATE AND CONSTRUCTION SCHEDULE: Prepare an itemized Project construction cost estimate based on prevailing or reasonably predictable factors for the proposed bidding period. Recommend construction strategies, methods and phasing. Identify long-lead items and any State of Michigan-furnished materials, equipment, systems and furnishings, with procurement deadlines consistent with the proposed schedule and phasing. Prepare in bar chart format a detailed schedule of the design and proposed bidding and construction schedule, incorporating the information listed above.
- Task 410 PRELIMINARY DESIGN REVIEW: Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed preliminary design documents, as necessary, to incorporate all requested design review comments. With the 50 percent review, provide design criteria and calculations of principal architectural, mechanical, plumbing and electrical engineering systems demonstrating basic compliance with the State of Michigan's current Energy Code requirements

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

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

PHASE 500 - FINAL DESIGN

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

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

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

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

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

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

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

Task 502 **SPECIFICATIONS:** Prepare final design specifications in the format defined below and with Phasing as appropriate for the Project. Include a schedule of all required submittals, a construction 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 2004 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 Scorecard will be used as an index of the materials and design strategies used in the Project but the USGBC certificate will not be required. Sustainable Design is defined in this Contract as the Professional's use of Project design resources with no negative impact to the natural ecosystems, an emphasis on overall energy efficiency, recycling, reduction of waste, and achieving a net enhancement of the Project.

Performance specifications shall be used when feasible. If not, the Professional shall name at least three (3) acceptable materials, products or systems and the specifications shall contain an "or equal" clause. Whenever possible, recycled materials and/or Michigan-manufactured products shall be named and given first preference. Proprietary specifications or allowances may be permitted with the Department's acceptance and written approval, but only for special, unavoidable conditions. Provide Project specifications to the Department for procurement of items to be pre-purchased through existing State contracts or separate bids. A list of building construction materials and productions manufactured in Michigan may be obtained at <http://www.michigan.gov/buymichiganfirst/0,1607,7-225-48676-209976-,00.html>.

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

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

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

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

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

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

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

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

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

Task 509 CHECKING CONTRACT DOCUMENTS: Check and coordinate all proposed Bidding and Contract Documents for completeness and accuracy.

Prepare Bidding and Contract Documents that will protect the Department from unexpected construction cost increases, schedule delays or claims for reason of defective or incomplete rendering of the Professional's design, or for any delinquency by the Professional for performance of the professional design services under this Contract. Check the adequacy of all spaces and clearances. Cross-check and coordinate the requirements of all proposed final design drawings between the architectural and/or engineering design disciplines for completeness, accuracy, and consistency, and conflict avoidance.

Similarly, cross-check and coordinate all proposed final design drawings against the Project specifications. Mark each drawing with the name of the checker and with the written signature approval of the appropriate Professional "Key Principal Personnel/Employee."

Task 510

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

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

Submit all modeling, testing, design data, and appropriate drawings and applications for all permits, tests, and approvals, which the Department is required to secure as a prerequisite authorization for the Project's approval. Submit Soil Erosion and Sedimentation Control plans/drawings to the Department's Soil Erosion and Sedimentation Control Program as the enforcing authority for this Project, no later than at the 90 percent final design stage.

Provide energy efficient design features and summary calculations to demonstrate Project compliance with the State of Michigan Energy Code requirements. Submit documents for review in a timely manner allowing appropriate time for review/permitting processes by respective authorities, such that the Project schedule is not unnecessarily delayed. Assist the State/Client Agency to secure any appropriate construction code waivers.

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

Task 511

CONSTRUCTION TESTING PROGRAM: Coordinate Project on-site survey and appropriate research to identify site specific abnormal construction conditions. Coordinate site specific geotechnical testing program of areas, consistent with the design and siting requirements. Identify and confirm the site underground conditions sufficiently to accurately specify the construction contractual requirements. Establish the required construction quality control and materials testing program.

Define and specify the types of Project construction tests required, the approximate quantities to be tested and the projected cost thereof. Prepare quality control and material testing services program Bidding Documents for the construction quality control and material testing services. The Department will retain an independent professional quality control and material testing services firm for the construction testing at the 50 percent completion review stage. Testing services shall be estimated and identified as an authorized reimbursable expense item in this Contract.

Task 512

HAZARDOUS MATERIALS: Where the Project involves work in an existing building and/or utility system, assist the Department to determine the scope of potential hazardous materials contamination that may require testing, abatement and/or removal by the Department, prior to the renovation and/or during the new construction work of the Project. Hazardous materials testing and removal for this Project will be performed by the Department by separate Contract. Coordinate the professional design services of this Contract with any hazardous material removal services required to implement this Project.

Include for the Department's use, architectural and/or engineering drawings and specifications for all restoration work necessary following completion of the removal/abatement Project. Revise the final design drawings, specifications and schedule, if necessary, to reflect the impact of the hazardous material removal/abatement on the existing State/Client Agency facility operations.

Task 513 **DESIGN AND CONSTRUCTION BUDGET:** The Professional shall be responsible for all costs incurred by it, necessitated by for rebidding a Project if it is over Budget due to their design. Submit in writing the itemized estimate of the construction costs with each final design review. Include all construction Bid packaging and Phasing. Determine the amount and adequacy of any construction contingency.

Upon submittal of the 90 percent complete final design documents, confirm an accurate itemized construction cost estimate in writing to the Department. Confirm that the total Project construction cost is predicted to be within the Project Budget.

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

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

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

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

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

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

The Professional will be compensated by the Department with a Contract Change Order for providing the professional services necessary to rebid the Project for reason of defaulted or disqualified construction Bidder(s) or unacceptable price range as required by the design and construction Budget text of Task 513. The Professional's construction bidding and contracting procedure services for Task 516 are not complete until: (1) The lowest responsive, responsible qualified construction Bidder's Bid has been selected and accepted by the Department; and (2) The lowest responsive, responsible qualified construction Bidder's Construction Contract has been executed.

Construction Bid Evaluation and Recommendation of Construction Contract Awards: Review and evaluate the submitted construction Bids. Provide the Department with a written recommendation for the apparent lowest responsive, responsible qualified construction Bidder for the Project Construction Contract award(s) within five (5) business days of the date of the Department's construction Bid opening.

Exempt from recommendation any firm that in the Professional's opinion is unqualified for the Project (documentation required) or that the Professional has a business association with on this Project, and any firm, that the Professional has used in preparation of the Contract Documents or for any estimating work related to the Project.

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

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

Task 517

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

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

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

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

Prepare and issue Bulletins within ten (10) business days of receipt of the Department's authorization. Bulletins shall be in such form and detail as the Department may prescribe. The Professional shall incorporate all accepted Bulletin revisions or design interpretations into the appropriate originals of all applicable Contract Documents. Such revised drawings and specifications shall be issued as part of Bulletins.

Each Bulletin shall prescribe a time schedule for the Construction Contractor's response. Provide up to five (5) copies of each Bulletin to the Department and distribute as the Department may direct. Provide the Construction Contractor with the following number of Bulletin copies: (1) For construction costs less than one (1) million dollars, provide two (2) copies; and (2) All others, provide five (5) copies.

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

During the construction Phase of this Project, the "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 allowing the design intent requirements of the Professional's Contract Documents to be successfully implemented into a completed Project through the Construction Contractor's completion of the Construction Contract work.

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

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

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

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

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

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

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

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

No design revisions will be made as part of the Professional's review and approval of shop drawings, or other submittals. In addition to all other functions, the Professional's approval of shop drawings shall verify the submittals furnished by the Construction Contractor(s) conforms to the design intent of the Professional's Contract Documents/architectural

and/or engineering drawings and specifications requirements. Provide written approval or rejection of shop drawings within ten (10) business days of receipt in the Professional's office. Provide and distribute up to five (5) copies of approved submittals as directed by the Department.

Task 603

PAYMENT PROCEDURES: Monitor, evaluate, and provide timely administrative action, as necessary, to certify or reject, as appropriate, and process the Construction Contractor's schedule of costs and monthly submitted payment requests.

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

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

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

Task 604

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

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

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

Evaluate any documentable impact on the Project construction schedule claimed by the Construction Contractor(s) arising from Bulletin work.

Provide appropriate and timely action under terms allowable under the Construction Contract, to implement any Bulletin work which the Professional and the Department consider critical to the Project construction schedule, but whose cost is disputed.

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

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

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

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

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

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

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

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

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

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

Task 609 AS-BUILT DOCUMENTS: Within ninety (90) consecutive calendar days after receipt of properly prepared a submitted Construction Contractor annotated as-built documents, incorporate and render them into the Professional's original Contract Documents for as-built documents. The Professional shall provide the Project Director with the following two (2) types of deliverable as-built documents for Project close-out: (1) One (1) set of legible/reproducible mylars completely updated, as-built original tracings of the Contract Documents/architectural and/or engineering drawings; and (2) Two (2) sets of completely updated as-built, close-out documents of the Project Contract Documents/architectural and/or engineering drawings on compact disks (CD's) in Auto CAD format that is "Auto CAD readable" and conforms to the American Institute of Architects (AIA) National CAD Standard format.

The as-built documents shall depict all construction modifications, additions, and deletions made either by Addendum, Bulletin, supplemental written instructions, and the written notations shown on the Construction Contractor's as-built drawings. The Professional's as-built architectural and engineering drawings shall be of such clarity, detail, and completeness that reference to other documents will not be required to describe or depict, the Project.

The as-built documents shall be free of the Professional's original architectural and/or engineering final design errors and omissions. The Professional shall revise the final design as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final on-site Inspection. The Professional's services for the Task 609, As-Built Documents are not complete until: (1) The as-built architectural and engineering drawings have been verified, in writing, by the Professional to the Project Director as being accurate and complete; and (2) The as-built architectural and engineering drawings have been turned over and accepted by the Department's, Project Director in writing.

Task 610 CLOSE-OUT PROCEDURES: Maintain for the Project record a schedule of the Construction Contractor's required submittals for Project close-out. Review and approve or reject all submittals as appropriate. Within ninety (90)

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

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

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

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

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

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

Task 703 CONSTRUCTION INSPECTIONS: The Professional and their Consultants shall conduct and record the principal events and status of the work of all scheduled and other on-site Project activities. The construction field Inspections shall occur as the field conditions and the Project may require and during the regularly scheduled monthly progress and payment meetings. All construction progress Inspections shall be recorded in the form of a written report to the Department and the Construction Contractor within five (5) business days of the Project construction progress Inspection. The purpose of such Inspection/visitations includes, but is not limited to: (1) Achieve and maintain a working familiarity with the status, quantity, and quality of the Project construction work in place; (2) Determine if the actual Project construction schedule progress is in accordance with the approved Project construction schedule; (3) Review the installation and determine the acceptability of preparations for, and installation of, pending critical construction components and activities; and

(4) The Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify, in writing, to the Department's, Project Director and their Department Field Representative that the quantity

and quality of all Project construction work is in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements.

- Task 704 **PROBLEM SOLVING MEETINGS:** Conduct and record problem solving meetings between the Professional and the Professional's Consultants, the Construction Contractor(s), their subcontractors, the Department, the Project Director and their Department Field Representative, and any construction managers and other affected parties on-site or elsewhere to assess the construction work progress, and provide design interpretation decisions to resolve problems affecting the construction work. These problem-solving meetings shall be scheduled as the construction field conditions and the Project may require, and/or shall be at such time as the Construction Contractor(s), the Professional, the Department, the Project Director, Department Field Representative and any construction manager agree is appropriate to the Project construction work progress. Non-scheduled or emergency meetings shall be held at such time as necessary to maintain the schedule of various work items and to avoid delays in the Construction Contract completion date.
- Task 705 **PROGRESS MEETINGS:** Conduct and record monthly scheduled Project construction progress meetings with the Project Director, Department Field Representative, the State/Client Agency, the Construction Contractor(s), and any construction manager. Assess Project construction work progress and provide timely, administrative actions as necessary to maintain the Project construction work on schedule and respond to and resolve all design related and construction items affecting the Project construction cost and follow the design intent of the Contract Documents, in accordance with Tasks 513 and 514.
- Task 706 **FINAL PROJECT INSPECTION:** Conduct final construction field Inspections of the Project, in concert with the Construction Contractor(s), the Project Director, Department Field Representative, the State/Client Agency and any construction manager. Final Project field Inspections shall be conducted to witness and record equipment start-up and all testing, to verify, in writing, that each Construction Contractor has achieved Substantial Completion, to prepare Punch List(s) items, and to determine the status of any part of the Project construction work where the Department intends to take beneficial use or occupancy. Verify to the Project Director and Department Field Representative, in writing, the completeness and accuracy of the Construction Contractor's as-built drawings during the Project construction Phase Field Inspection(s) and identify any corrections required.

The Professional shall revise the final as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final Inspection. Determine to the extent possible that the Project has been constructed in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements and that all equipment and systems function without defects.

ARTICLE II COMPENSATION

In consideration of the performance of this Contract, the Department agrees to pay the Professional, as compensation for professional services, an hourly billing rate for each employee providing a direct service to this Project, on a not-to-exceed basis as specified herein, subject to subsequent modification mutually agreeable to the parties hereto; provided, however, the Professional may not incur costs, or bill the Department, for professional services in excess of the estimates established for this Project without the prior written agreement of the Department.

The attached proposal prepared by the Professional in response to the Request for Proposal, by the Owner, may describe methodology, services, schedule, and other aspects of the work to be performed under the Contract but does not supersede the Contract.

Compensation to the Professional shall be on an hourly billing rate basis for professional services rendered by salaried and non-salaried professional, technical and technical, support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the amount authorized for that Phase, unless authorized in writing by the Department's approved Contract Change Order. Professional services shall not be performed, and no Project expense shall be incurred by the Professional prior to the issuance of a written and signed Professional Services Contract and a 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, and all Project related travel expenses for Projects less than one-hundred (100) miles in each direction from the Professional's Michigan office, computer costs/operating costs and time, telephone, telephone-related services, and all reproduction services (except Contract Bidding Documents).

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

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

The hourly billing rate for the Professional may not be applied to the work of the Professional's Consultant's staff. Each Consultant firm must submit a separate hourly billing rate with proper documentation for the Consultant services they will provide as part of the Proposal. The hourly billing rate of the respective Consultant firm shall be used for that Consultant firm's personnel only. The Professional may propose a mark-up, not to exceed 5%, to their Consultant firm's charges. The Professional's Consultant services shall be billed as an authorized reimbursable expense item at a direct cost times the Firm's mark-up percentage accepted by the Department.

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

2.4 DIRECT COST REIMBURSEMENT ITEMS: The Professional's Consultant services, and authorized reimbursable expenses shall be treated as an authorized reimbursable expense item at a direct cost times the firm's mark-up percentage amount, not to exceed 5%, approved by the Department. Reimbursement of authorized expense items at direct cost times the firm's mark-up percentage amount, not to exceed 5%, 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, any Project costs that exceed the Contract per Phase reimbursement Budget.

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

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

Compensation for this Contract shall not exceed the amounts per Project Phase shown in the attached Contract Order unless authorized by a Department approved Contract Modification. It shall be the Professional's responsibility to carefully monitor their and their Consultant firms Project costs, activities, and progress and to give the Project Director timely notification of any justifiable need to increase the authorized fee.

The Professional may not proceed with professional services that have not been authorized by the Project Director and shall immediately notify the Project Director if such services have been requested or have become necessary.

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

ARTICLE III PAYMENTS

Payment of the professional services fee shall be based on the Professional's performance of authorized professional service(s) performed prior to the date of each submitted payment request. Payment requests shall be submitted monthly to the Project Director on a payment request form (DTMB-0440). 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
- c) Current hourly billing rate charges for each individual position/classification.
- d) Copy of certified on-site visitation log or site visit report showing time on-site.
- e) Itemized invoices from each of the Professional's Consultant's documenting that firm's professional services charge and the Project work related services provided.
- f) Authorized reimbursable expense items provided with receipts and invoices.

ARTICLE IV ACCOUNTING

The Professional shall keep current and accurate records of Project costs and expenses, of hourly billing rates, authorized reimbursable expense items, and all other Project related accounting document to support the Professional's monthly application for payment. Project records shall be kept on a generally recognized accounting basis.

Such records shall be available to the Department for a period of three (3) years after the Department's final payment to the Professional. The State of Michigan reserves the right to conduct, or have conducted, an audit and inspection of these Project records at any time during the Project or following its completion.

ARTICLE V INSURANCE

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

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

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

- (k) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.
- (l) If single policy limits are used to fill more than one of these requirements evidence of separate aggregate limits must be noted on the certificate.

5.1 Workers' Compensation and Employer's Liability Insurance

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

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

5.2 Motor Vehicle Insurance

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

5.3 Commercial General Liability Insurance

For claims for damages because of bodily injury or death of any person, other than the Professional's employees, or damage to tangible property of others, including loss of use resulting therefrom, to the extent that such kinds of liability are not insured by other specific liability insurance and are ordinarily insurable under general liability insurance. The Professional must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Professional also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

5.4 Professional Liability Insurance (Errors and Omissions)

Contractual Liability Insurance for claims for damages that may arise from the Professional's assumption of liability on behalf of the State under Article 6 concerning indemnification for errors, omissions, or negligent acts in the course of the professional service or other provision within this Contract to the extent that such kinds of contractual liability are insurable in connection with and subject to limits of liability not less than for the general liability insurance and the professional liability insurance and set forth in subsections (c) and (d) above.

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

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

Certificate of Insurance documents, acceptable to the State, shall be provided and filed with the Department prior to commencement of the Professional's Project services, unless otherwise approved in writing, and not less than 20 days before the insurance expiration date every year thereafter. Facsimile copies of the Certificate of Insurance will not be accepted.

Certificate of Insurance documents must be either submitted hard copy or portable document file (.pdf). The Certificate of Insurance documents must specify on the certificate in the oblong rectangle space labeled "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions/Special Items" the following items: **(1) The Project File No.; (2) The Project Title; (3) Description of the Project; and (4) The State of Michigan must be named as an "Additional Insured on the General Liability Insurance Policy."**

The Certificate of Insurance documents shall contain a provision that the Project insurance coverage afforded under the insurance policies for this Contract will not be modified or canceled without at least thirty (30) consecutive calendar days' prior written notice, except for 10 days for non-payment of premium, to the State of Michigan, Department.

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

Commercial General Liability Insurance	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> \$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 <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor 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 0.
Automobile Liability Insurance	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor 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	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Professional Liability (Errors & Omissions) Insurance	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	<p>The Professional Firm's Errors and Omissions coverage shall include coverage for claims resulting from acts of forbearance that cause or exacerbate pollution and claims of bodily injury and property damage. This insurance is required of all Professional firms who conduct professional environmental services including, but not limited to, any of the Phase 100 – Study services:</p> <p><i>Contractual Liability Insurance for claims for damages that may arise from the Professional's assumption of liability on behalf of the State under Article VI concerning indemnification for errors, omissions, or negligent acts in the course of the professional service or other provision within this Contract to the extent that such kinds of contractual liability are insurable in connection with and subject to limits of liability not less than for the general liability insurance and the professional liability insurance and set forth in subsections (c) and (d) above.</i></p>

Environmental and Pollution (Errors & Omissions) Insurance	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Contractor 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 remedial system design, remediation management, feasibility development and implementation, hydrogeological evaluation, media testing and analysis, subsurface and geophysical investigation, and other related activities as determined by the Department; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured.

Additional Insurance Requirements:

Contractor must maintain the insurances identified above and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

If any of the required policies provide **claims-made** coverage, the Contractor 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, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing (1) The Project File No.; (2) The Project Title; and (3) Description of the Project, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors 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.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

ARTICLE VI INDEMNIFICATION

- (a) To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Professional in the performance of this Contract and that are attributable to the negligence or tortious acts of the Professional or any of its Subcontractors/Consultants, or by anyone else for whose acts any of them may be liable.
- (b) Employee Indemnification: In any and all claims against the State of Michigan, its departments, divisions, agencies, boards, sections, commissions, officers, employees and agents, by any employee of the Professional or any of its Subcontractors/Consultants, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Professional or any of its Subcontractors/Consultants under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

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

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

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

ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

To the fullest extent allowed by law, the State releases the Professional, the Professionals Consultant(s) and the agents and employees of any of them from and against legal claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the State's use of the Contract Documents other than in accordance with this Contract Agreement.

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

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

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

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

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

ARTICLE VIII TERMINATION

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

- a) Immediately discontinue all professional services affected (unless the notice directs otherwise), and
 - b) Deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Contract, whether completed or in process.
- 8.1 If the termination is for the convenience of the State, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed professional services.
- 8.2 If the termination is due to the failure of the Professional to fulfill their Contract obligations, the State may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Professional shall be liable to the State for any additional cost occasioned to the State thereby.
- 8.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Professional had not so failed, the termination shall be deemed to have been 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.
- 8.4 The rights and remedies of the State provided in this article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE IX SUCCESSORS AND ASSIGNS

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

ARTICLE X GOVERNING LAW

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

ARTICLE XI NONDISCRIMINATION

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

- a) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex (*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.
- c) The Professional or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Professional's nondiscrimination commitments under this article.
- d) The Professional will comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq; 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 Project Index No., Project File No., the Contract Order No. Y, and a description of the proposed Addenda; and (5) Specify the date of Addenda issuance. As such, the Addenda are intended to become part of the Project Contract Documents when the Construction Contract is executed by the Professional's recommended lowest responsive, responsible qualified Construction Contractor. An Addendum issued after the competitive construction Bid opening to those construction Bidders who submitted a Bid, for 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, "MICHSPEC 2001 Edition of The Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" or the current Department, DTMB Short Form 401 - Proposal and Contract/Front-End Package for Small Projects for Professional Services Contractors (PSC) with General Conditions for Construction and Instructions to Bidders" as adopted and modified by the State of Michigan and incorporated into the Construction Contract; and the (3) Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's Project Director and their Department Field Representative that the Project construction work is in compliance with the Professional's design intent and that the Project has been completed by the Construction Contractor in accordance with the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements.

The Professional shall provide sufficient Inspections of the Project during the construction Phase to administer the construction Phase field and office services as directly related to the degree of Project complexity, up to and including full-time field Inspections. Construction field Inspections shall occur as the construction field conditions and the Project may require and during the regularly scheduled monthly progress and payment meetings. The Professional shall use for their construction field Inspection services, only personnel having professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The

Professional agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

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

CONTRACT CHANGE ORDER: A standard document form (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, all Addenda, and attachments as may be necessary to comprise a Construction Contract for the Project. Specifications for this Contract will be prepared for Division 00 through 49, in the 2004 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, Facilities and Business Administration, Design and Construction Division. The Department will represent the State of Michigan in all matters pertaining to this Project. This Professional Services Contract will be administered through the Department on behalf of the State of Michigan and The State/Client Agency.

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

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

DIRECTOR-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 Project Director who provides the Inspection of construction Projects for compliance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specification requirements and the building construction codes. The Department Field Representative is the liaison between the Construction Contractor, the Professional, and the Project Director. The Project Director, or their Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project meetings. Unless delegated by specific written notice

from the Department, the Department Field Representative has no authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time.

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

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

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

PHASE: A discretely distinguishable step necessary to produce the Project 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 their Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project related meetings.

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

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

PUNCH LIST: A list of minor construction Project items to be completed or corrected by the Construction Contractor, any one of which do not materially impair the use of the Project work, or the portion of the Project work inspected, for its intended purpose.

A Punch List shall be prepared by the Professional upon having made a determination that the Project work, or a portion of the Project construction work inspected, in concert with the Professional, the Construction Contractor, the Department, the Project Director and their Department Field Representative, the State/Client Agency and any construction manager, is substantially complete and shall be attached to the respective 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

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 VARIOUS	ACCOUNTING TEMPLATE VARIOUS	PROPOSAL DUE DATE Thursday, January 9, 2020 at 2:00 p.m., local time
CLIENT AGENCY Department of Technology, Management and Budget		
PROJECT NAME AND LOCATION VARIOUS		
PROJECT ADDRESS (if applicable) VARIOUS		
CLIENT AGENCY CONTACT VARIOUS		TELEPHONE NUMBER
DTMB - DCD PROJECT DIRECTOR VARIOUS		TELEPHONE NUMBER

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:
No Pre-Proposal walkthrough will be scheduled

☐ MANDATORY (Check box if Mandatory)

☐ LEIN Check (Department of Corrections ONLY) All contractor / vendor representatives attending Preproposal Walk Through Meeting must submit a Vendor / Contractor LEIN Request form five business days prior to the meeting date (See the attached Vendor/Contractor LEIN Request Form). Send the LEIN Request form, filled and signed, by email to Daniel T. Smith at email address: smithD76@michigan.gov. The email "Subject" must include (facility name, project name, date and time of Pre-Proposal Walk Through Meeting).

PROJECT DESCRIPTION/SERVICES REQUESTED

PSC will be responsible for providing fall protection building assessments, inspections, minor maintenance and fall protection trainings for staff. In addition, PSC may be retained for updated design and construction administration for fall protection projects and any other fall protection consulting reports.

Please NOTE:

- Proposal responses MUST also be uploaded to SIGMA VSS. Please enter the total cost for all phases as bid amount.
- 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 or sigma-vendor@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.

NIGP CODES

92500

DESIRED SCHEDULE OF WORK

ACCEPTING RFP QUESTIONS UNTIL: Thursday December 19, 2019 at 5:00 p.m., local time

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)

APPENDIX 2
PROFESSIONAL'S PROPOSAL

Department of Technology, Management & Budget
State Facilities Administration
Design and Construction Division
ATTN: Anne Watros
3111 West St. Joseph Street
Lansing, Michigan 48917

January 8, 2020

Re: *Technical and Cost Proposals* – 2020 ISID Fall Protection Services at Various Locations
TriMedia Proposal Number 2019-6077

Dear Ms. Watros:

TriMedia Environmental & Engineering Services, LLC (TriMedia) is in receipt of the *Request for Proposals* (RFP) and appreciates having the opportunity to demonstrate how our staff can be of assistance to the State of Michigan under a Professional Service Contract. Enclosed please find three hard copies and one electronic copy of our *Technical and Cost Proposals* for your review and consideration.

These *Technical and Cost Proposals* present our qualifications, experience and cost-effective approach to complete this important work for the State of Michigan. We continue to serve municipalities, corporations, and developers throughout North America with accurate engineering design services that save our clients both time and money. For additional information regarding our corporate qualifications, experience and capabilities, please also visit us at www.trimediaee.com.


Should you have any questions, or wish to discuss our qualifications in greater detail, please do not hesitate to contact Kelly Levely at (906) 553-7400, or via email at klevly@trimediaee.com.

Your Priority. Our Promise. On behalf of the professional staff at TriMedia, we look forward to your review and the opportunity to be of service to the State of Michigan.

Sincerely,
TriMedia Environmental & Engineering Services, LLC



Kelly D. Levely
Health & Safety Manager



Tom L. Anthos, CIH
Principal Industrial Hygienist

KDL/mlh
Enclosures (4): Technical and Cost Proposal (3)
Electronic Copy (1)
cc: TriMedia File 2019-6077



Technical Proposal

**STATE OF MICHIGAN
2020 INDEFINITE-SCOPE INDEFINITE-DELIVERY
FALL PROTECTION SERVICES**



Your Priority. **Our Promise.**

TECHNICAL PROPOSAL

TABLE OF CONTENTS

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Appendix I	Organization Chart and Resumes
Appendix II	Professional Questionnaire Certification Forms

1. GENERAL INFORMATION AND PROJECT TEAM

Headquarters	Points of Contact	Branch Offices	Operations
830 W. Washington St. Marquette, Michigan 49855 (906) 228-5125 phone (906) 228-5126 fax www.trimediaee.com	Tom Anthos, President tanthos@trimediaee.com Kelly Levely, Safety Manager klevly@trimediaee.com	Metro Detroit, Michigan Escanaba, Michigan Marshall, Michigan Superior, Wisconsin Minot, North Dakota Livingston, Montana Phoenix, Arizona	26-3803290 Tax ID CV0009974 SIGMA Vendor No:

TriMedia Environmental & Engineering Services, LLC (TriMedia) appreciates having the opportunity to present this *Technical Proposal* to provide general fall protection services for the 2020 Indefinite-Service, Indefinite-Delivery (ISID) Contract for various locations in Michigan. TriMedia understands that services requested under this contract include: providing fall protection building assessments, inspections, minor maintenance, and fall protection trainings for staff, and potentially for updated design and construction administration for fall protection projects, and any other fall protection consulting reports.

Our physical locations, available resources, and knowledge/experience working on similar projects with private, public, and institutional clients make our team uniquely qualified for this contract.

Corporate Overview

Established in 1995, TriMedia provides environmental, industrial hygiene, geographic information systems (GIS), land surveying, and health and safety services. We take the time to understand the objective of each project and then design a technical approach to perform the work in an efficient and timely manner to achieve successful results. Each project TriMedia encounters is unique, which requires valuable decision making. Effective project management, useful project documentation, modern technical capabilities, and efficient communication with stakeholders are of critical importance in the successful completion of every project. From our offices in both the Upper and Lower Peninsulas, TriMedia will provide timely and cost-effective services to the State of Michigan for projects completed under this ISID Contract.

TriMedia's staff of scientists, engineers, and surveyors will work closely with the State of Michigan to understand project objectives and implement schedules that meet essential time constraints; we will collect necessary data and information in a professional manner to support each project; we will prepare final documents in accordance with state and federal guidelines; and, we will communicate our progress every step of the way.

Health and Safety

At TriMedia, health and safety are not just priorities, they are core values. We operate under a corporate behavior-based safety concept including regular staff and vendor interactions, including on-going task risk assessments and compliance with MIOSHA General Industry Part 2 and MIOSHA Construction Part 45 standards. We have Certified Safety Professionals (CSPs) and Certified Industrial Hygienists (CIHs) to support internal health and safety, as well as project design considerations. As reflected by the following metrics, you can be assured that TriMedia will perform all assigned tasks in a safe and effective manner:

- Total Recordable Incident Rate since 2008 = 0
- Experience Modification Rate = 0.82
- ISNetworld Rating = 10+ years of compliance

In addition to these metrics, TriMedia is experienced in developing, implementing and reviewing Health and Safety Plans (HASPs) for a variety of projects ranging from large scale site characterization and remediation projects to small scale environmental monitoring projects.

Professional Liability Insurance

In consideration of protecting the interests of our clients, TriMedia maintains professional liability insurance coverage for all projects. A summary of this coverage includes: Professional Liability Errors/Omissions, inclusive of Pollution Liability in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, Comprehensive General Liability in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, Automobile Liability in the amount of \$1,000,000 per occurrence, and Workers Compensation. In addition, a \$10,000,000 umbrella applies to all aspects of TriMedia's insurance coverage.

2. UNDERSTANDING OF PROJECT AND TASKS

TriMedia understands the objective of the work is to support State of Michigan facilities maintenance, alteration, and construction projects with minor, emergency, and/or routine professional services in regards to fall protection.

Client and Contract Experience

TriMedia has successfully completed thousands of projects for governmental, private, and institutional clients in the last 20+ years, including millions of dollars in environmental investigation, design and remediation projects for the State of Michigan. Some of TriMedia's most recent and notable contract awards with the State include: *Environmental ISID Contract Number 00553* and *2013 Environmental Expanded Triage ISID Contract Number 0042*. In addition to our State of Michigan contracts, TriMedia has recently completed projects for: the City of Marshall, the City of Livonia, the City of Midland, the City of Marquette, the City of Negaunee, City of East Lansing, City of Taylor, Eastern Upper Peninsula Transportation Authority, Michigan Department of Transportation, Michigan Department of Corrections; the State of Wisconsin Departments of Administration, Commerce, Corrections, Natural Resources, State Facilities, and Transportation; the U.S. Fish & Wildlife Service; U.S. Department of Agriculture; U.S. Army Corps of Engineers; U.S. Geological Survey; U.S. Department of Interior; and U.S. Coast Guard.

TriMedia has contracted with hundreds of clients and multiple state and federal agencies. Contracting matters under this ISID Contract will be overseen by our Contracts Manager. TriMedia's Contracts Manager is a former U.S. Government contracting officer with 25 years of experience with federal, state, municipal, and privately-owned business contracts. Her experience includes a full range of construction management services for a variety of procurement methods, including traditional design-bid-build, design-build, general contractor-construction manager, and indefinite quantity contracts. Our Contract Manager's experience and training includes a full range of contracting issues, including contract law, contract procurement methods, contract negotiation, dispute resolution, change order procedures, constructability reviews, and project scheduling.

Project Management Experience

TriMedia provides the results you need, on-time and within budget. We understand managing fall protection issues, such as those performed under this ISID contract takes experience and resourcefulness. Project management under this ISID Contract will be provided by our Safety Manager who has experience with federal, state, and privately-owned business projects. Our staff also has expertise working on a wide range of sites and construction project types. Our project management, budgeting, and scheduling experience include coordination with a variety of governmental agencies, public and private entities, and developers. A detailed description of our understanding of the tasks associated with this ISID Contract is provided in Section 4 of this *Technical Proposal*.

3. PERSONNEL

TriMedia's staff of Safety Professionals, Engineers, Certified Industrial Hygienists, Certified Hazardous Materials Managers, Regulatory Compliance Managers, GIS/CAD Specialists, and other technical support staff have the expertise to provide the results you need. We have outlined an experienced and technically proficient project team to support the State of Michigan with this ISID Contract. Mr. Kelly Levely will supervise all aspects of the contract. TriMedia intends to use the work effort from the following project team members. An organization chart and resumes for the proposed project team are provided in Appendix I.

EMPLOYEE(S) NAME	POSITION/CLASSIFICATION
Tom L. Anthos, CIH	Principal Industrial Hygienist
Kelly Levely, ASP	Safety Manager
Dale K. Gross	Senior Health & Safety Advisor
Jason P. Gizicki, CIH, CSP, MS, M.Eng	Project Industrial Hygienist
Tim R. Sorensen	Project Industrial Hygienist
Andrew M. Tripp	Staff Industrial Hygienist
Julie Tresedder	Staff Scientist/Project Coordinator
Mandy M. Magno, CSP, CHMM, CHO	EHS Specialist
Jacqueline M. Whitman	Project Coordinator

Sub-Contractors

TriMedia will utilize qualified and appropriate subcontractors to complete project tasks, when necessary. If subcontractors are necessary for project-specific tasks, TriMedia will collect competitive bids from at least three responsible/qualified subcontractors; and will seek State of Michigan approval prior to awarding the work. Potential subcontractors may include:

- Skyline Fall Protection – design, manufacturing, installation, inspections, and testing certification;
- DH Glabe & Associates and Glabe Consulting - engineering, design, testing, and inspection services; and
- Northland Safety Solutions - design, engineering, training, inspection, and testing.

4. MANAGEMENT SUMMARY, WORK PLAN, AND SCHEDULE

Management Summary

TriMedia will provide project management necessary under this contract, including: scheduling and oversight of activities; coordination with sub-contractors; and participation in progress meetings with State of Michigan staff or designated representatives. TriMedia will provide necessary written reports, verbal presentations, and documentation required for the successful completion of projects completed under this ISID Contract. TriMedia will provide project management under this contract including, but not limited to:

- Conducting project kick-off meetings to discuss project requirements, establishing lines of communication, reviewing relevant documentation, and potential issues related to completion of the project;
- Communicating with State Project Managers and/or Project Directors to accurately define the scope, deliverables, and identifying required project close-out documentation for each project;
- Assigning appropriate and qualified staff to each project and specified task based on the project's scope, location, and deliverables;
- Providing routine project updates and draft documents to necessary State of Michigan staff during the development of project scope/specification/construction documents for review and comment prior to finalization;

- Providing contractor and subcontractor solicitation, proposal review, contractor recommendation, contract award, coordination, review/negotiate/process change order requests, and review/process payment requests/invoices;
- Scheduling and oversight of field activities, staff and contractors/subcontractors;
- Maintaining project records that include field documentation, maps, diagrams, and project documents and revisions;
- Performing internal time and expense approvals on a weekly basis;
- Developing/submitting contract documents and pay requests as directed;
- Participating in/overseeing progress meetings with State of Michigan staff or designated representatives; and
- Providing detailed invoices and summary work statements in any format deemed necessary by the State of Michigan.

Work Plan

An outline of TriMedia's understanding of the tasks included with this ISID Contract is as follows:

- Provide a fall protection building assessment as requested for various State of Michigan facilities maintenance, alteration, and construction projects;
- Provide fall protection inspections for existing, installed, or new systems within State of Michigan facilities and/or construction projects;
- Conduct any minor maintenance on existing State of Michigan facilities and/or construction projects; and
- Provide fall protection training to staff working at a State of Michigan facilities and/or construction projects. Training will include classroom presentation of the risk and hazards associated with fall protraction, equipment uses and inspections, applications, and fall protection systems selection based on hazards.

At the onset of each assigned individual project, the TriMedia point of contact will establish the lines of communication for specific project scope of work, schedule and deliverables with State of Michigan project representatives. Our employees will participate in scheduling meetings and review applicable task assignments. TriMedia will formulate a detailed project schedule to identify the duration for each required task assignment. The project schedule will demonstrate

the proposed sequencing of task assignments, dependencies/potential bottle necks, and TriMedia's ability to meet the required date for completion. Anticipated hours and billing rates will be provided based on these discussions. Should the State of Michigan desire an accelerated timeframe, TriMedia will revisit the project timeline to develop a new schedule that meets your expectations. Field work will be performed based off the agreed upon schedule and scope of work. Post-project deliverables at a minimum will be provided for assessments, inspections, minor maintenance, and other similar projects in the form of a summary report, photolog, and inspection forms to document work performed, findings, and recommendations. Training deliverables will include certificates for employees who took the training, training cards for the employees, and a training roster sign-in sheet for the State of Michigan's records. If other deliverables are expected they will be discussed during project kickoff between the TriMedia point of contact and the State of Michigan.

TriMedia personnel are experienced in the performance of project management and construction administration tasks, including: construction document development; contractor procurement; value engineering analysis; constructability reviews; critical path schedule preparation, document updating and review; responding to requests for information or clarification; and evaluation of potential contract change orders, including cost and schedule impacts. TriMedia minimizes potential change orders by identifying potential areas of risk or conflict while developing the procurement strategy and project documents. However, we recognize that unforeseen issues often arise during implementation and we are well prepared to evaluate the issue, determine the reasonable cost and schedule impact, and perform necessary contract negotiations.

Schedule

TriMedia will meet individual assigned project assignment requirements by adhering to a schedule and clearly communicating with State of Michigan project representatives throughout the project. At the beginning of the project, TriMedia's point of contact will discuss with State of Michigan project representatives specific project goals and expectations. These goals will be translated to a published schedule with subtasks relevant to the project for review by the State of Michigan project representatives. TriMedia will track project progress and provide project stakeholders with relevant updates to the project schedule. We conduct project progress

meetings routinely with project managers and specific staff members to ensure labor allocation, equipment availability, timelines, expectations, and goals are being met.

Internal QA/QC Practices

TriMedia maintains a strict Quality Assurance/Quality Control (QA/QC) Program to ensure all project data meets the most stringent standards. We own and use the most current technical instrumentation and data processing software. We place significant priority in the QA/QC of all projects, including internal procedures, employee training, documentation generation, and data evaluation. TriMedia utilizes effective project management, peer review, standard operating procedures, work orders, pre-task assessments, and equipment maintenance to execute the QA/QC program. TriMedia reviews past work products, regulatory changes, and client feedback. In doing so, TriMedia enforces existing standards, revises the program as needed, and continues the process of improving the accuracy of the final product to the client.

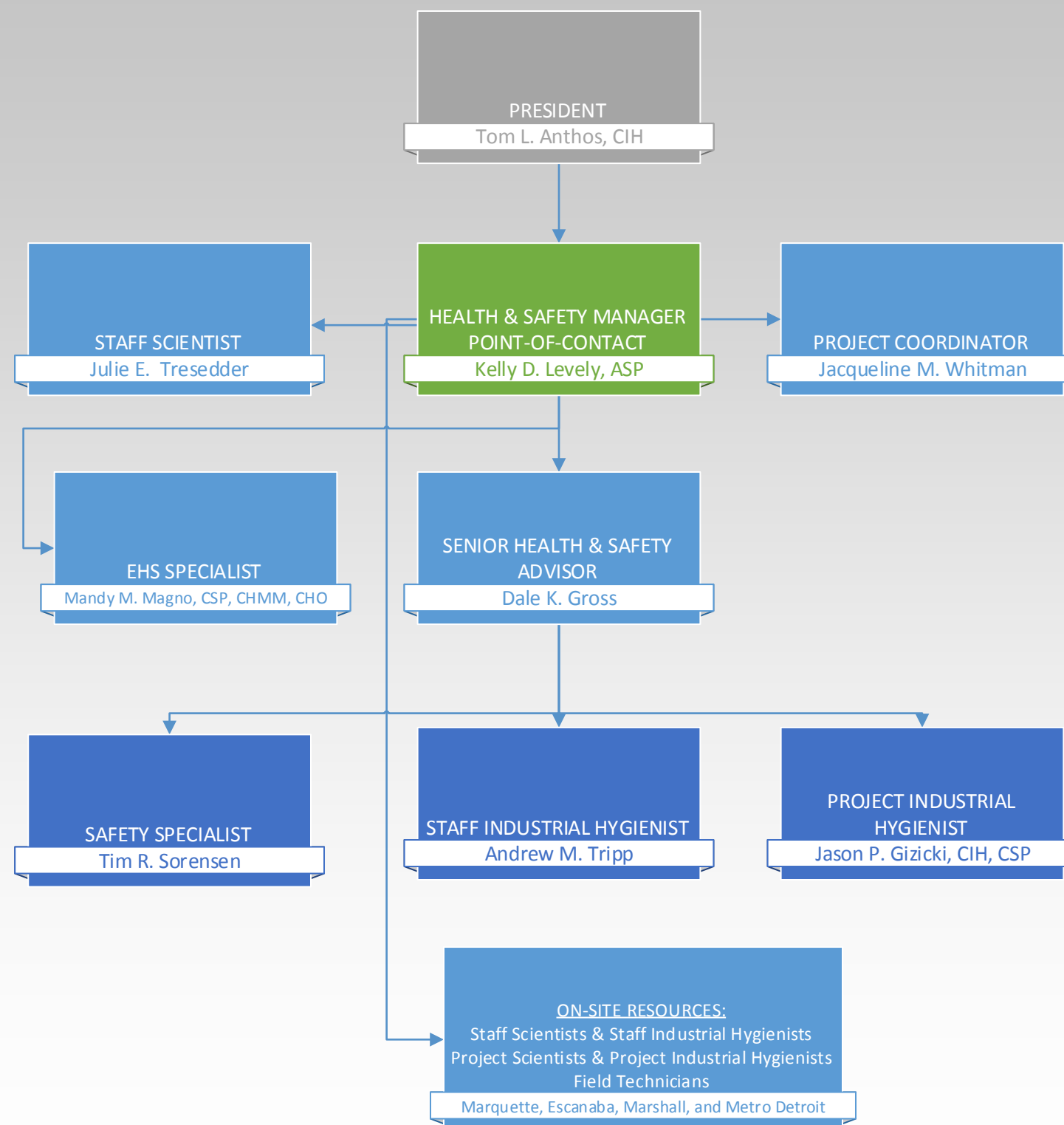
TriMedia is intent on proving that engineering solutions can be practical and cost-effective and will only charge for services required and expended during the course of a project. Our proven track record reflects a majority of projects that have been completed on-time and within budget. Using Deltek Vantagepoint Software, TriMedia employees input their time and assign their hours to each project number. Other project related costs, such as sub-contractor invoices, are also input under the same project number. At any time, a TriMedia Project Manager can have an accurate accounting of all expenses being charged to a project. Invoices are generated and reviewed by TriMedia Project Management personnel before being submitted to the State of Michigan for payment.

5. CONCLUSION

TriMedia has a proven track record of successful projects of this type; is familiar with the contractor market in the region; is well versed in State of Michigan requirements; and well respected by regulators and contractors alike. TriMedia's geographical location coupled with its experience and expertise make it well positioned to best serve the needs of the State of Michigan to oversee all aspects of the contract. Considering the nature of the services we propose to provide, we believe value (experience and technical approach) and proven ability should weigh heavily in the selection process.

We trust the content and format of this submittal is consistent with the requirements of the referenced RFP. On behalf of the professional staff at TriMedia, we look forward to your review and the opportunity to be of service to the State of Michigan. If additional information is required, please contact Kelly Levely at klevely@trimediaee.com.

Appendix I
Organization Chart and Resumes



CONTACT LIST

Tom Anthos, CIH	tanthos@trimediaee.com	906-228-5125
Kelly Levely, ASP	klevly@trimediaee.com	906-228-5125
Dale Gross	dgross@trimediaee.com	269-789-9575
Tim Sorensen	tsorensen@trimediaee.com	906-228-5125
Andrew Tripp	atripp@trimediaee.com	906-228-5125
Jason Gizicki, CIH, CSP	kgizicki@trimediaee.com	248-429-7028
Julie Tresedder	jtresedder@trimediaee.com	906-228-5125
Mandy Magno, CSP, CHMM	mmagno@trimediaee.com	906-228-5125
Jacqueline Whitman	jwhitman@trimediaee.com	906-228-5125

TRIMEDIA ENVIRONMENTAL & ENGINEERING SERVICES, LLC
 ORGANIZATIONAL CHART
 for the
 State of Michigan - 2020 Fall Protection Services ISID
 Solicitation #200000000406

Thomas L. Anthos, CIH
Principal Industrial Hygienist
tanthos@trimediaee.com

Summary of Professional Experience

Mr. Anthos has over twenty years of diverse expertise with industrial hygiene and environmental compliance projects. Over the course of his career, Mr. Anthos has managed all aspects of industrial hygiene projects including initial and baseline surveys of work areas and operations to identify and evaluate potential worker health risks. He is also well versed in regulatory compliance activities including, environmental/facility compliance audits, environmental assessments and due diligence evaluations.

Mr. Anthos designs and oversees industrial hygiene projects ranging from large-scale multiple building industrial complexes to small-scale, budget sensitive project concerns. He has completed occupational exposure monitoring studies involving silica in the construction and surface mining industries, noise and vibration studies within the mining and power transmission industry, hexavalent chromium exposure during power plant maintenance activities, and particulate exposure within the indoor environment.

Past clients have included explosive manufactures, surface mining operations, national railroad concerns, hospitals, schools, power plants, foundries, water treatment plants, and paper mills. Mr. Anthos has also been a technical expert for several industrial hygiene related lawsuits.

Certifications

- Board Certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene, Certificate Number 9000
- OSHA 40-Hour Hazardous Waste Site Operations (supervisor)
- Licensed Asbestos Inspector (MI, WI, MT)
- NIOSH Accredited Phase Contrast Microscopist

Education

- B.S. - Biological Sciences, Michigan Technological University, Houghton, Michigan

Professional Affiliations

- American Industrial Hygiene Association
- American Board of Industrial Hygiene
- Peer Review Board – IICRC S520 Mold Remediation Guidelines

Areas of Specialty

- **Industrial Hygiene:**
 - Employee Exposure Monitoring
 - Hazard Risk Assessment
 - Process Safety Management
 - Complaint Review and Forensic Investigation
- **Expert Witness:**
 - Exposure Potential
 - Indoor Air Quality
- **Regulatory Compliance:**
 - Program Development and Review
 - Training
 - Facility Audits
 - ISO 14001 Program Development



Kelly D. Levely, ASP

Safety Manager

klevelly@trimediaee.com

Summary of Professional Experience

Mr. Levely is a Safety Manager supporting TriMedia clients on health and safety matters at long-term mining development and operations projects. His primary responsibility is project safety oversight supporting multiple clientele.

Mr. Levely has performed large scale on-site contractor management projects involving complex sites at multiple mining site locations. He has developed site specific health and safety programs to support mine site operations during management of change situations. Mr. Levely is responsible for health and safety compliance and planning for all projects.

Mr. Levely has over 15 years of experience with subcontractor health and safety compliance audits, hazardous materials management, mine safety, and field data collection. He has considerable expertise with confined space entry into aboveground bulk fuel storage tanks, and various other vessels.

Education

- B.S. – Natural Resources Management, Grand Valley State University, Allendale, Michigan

Certifications

- OSHA 30-Hour – Construction Standards in Safety
- OSHA 40-Hour Hazardous Waste Operations and Emergency Response
- MSHA Experienced Miner – Metal and Non-Metal-Surface Mine
- MSHA Experienced Miner – Metal and Non-Metal-Underground
- MSHA Surface –Metal and Non-Metal Trainer
- Confined Space Entry/ Rescue Certificate
- Army Corps of Engineers Wetland Delineation
- State of Michigan Asbestos Contractor/Supervisor
- Fall Protection Certificate
- Basic First Aid & CPR

Areas of Specialty

- MSHA/OSHA Audits
- Contractor Safety Management
- Health and Safety Planning
- Health and Safety Training
- Mine Safety Training
- Compliance Audit
- Hazardous Waste Management/Waste Minimization
- Waste Disposal Coordination
- Environmental Assessments
- Confined Space Entry
- Wetland Delineation
- GIS Mapping and Data Manipulation

Dale K. Gross

Senior Health & Safety Advisor

dgross@trimediaee.com

Summary of Professional Experience

Mr. Gross is a Senior Health and Safety Advisor with TriMedia where he serves industrial, manufacturing, private, and governmental entities.

His health and safety expertise includes performing incident investigations with root cause analysis and corrective actions, contractor safety management, job safety analysis and risk assessment, compilation and analysis of health and safety statistics, management of Safety Data Sheets (SDSs), and health and safety audits of worksites. Additionally, he develops health and safety plans (HASPs), emergency response plans, and security plans for remediation projects.

He prepares feasibility studies, work plans, remedial designs, and construction documents. He implements these documents performing construction oversight and administration including contractor procurement, change order preparation and negotiation, contractor pay request evaluation, progress meeting attendance, and contract closeout.

Mr. Gross' also has extensive experience performing industrial hygiene evaluations to determine employee workplace chemical exposure. This includes sample planning, workplace observation, sample collection, and report preparation. He also performs asbestos abatement oversight, and collects and analyzes asbestos air samples. He performs indoor air quality investigations including physical examination of buildings and the building mechanical systems; collection of air, swab, and bulk samples for microbial analysis; and report preparation.

Certifications/Trainings

- OSHA 40-Hour Hazardous Waste Operations and Emergency Response
- OSHA 8-Hours Site Supervisor
- OSHA 30-Hour Construction Safety and Health
- Michigan Asbestos Contractor/Supervisor
- Construction Specification Institute, Construction Document Technology Certification
- MDEQ Construction Storm Water Operator
- MDEQ Industrial Storm Water Operator
- NIOSH 582 Fiber Counter

Education

- B.S. – Industrial and Environmental Health Management, Ferris State University, Big Rapids, Michigan

Areas of Specialty

- Environmental, Health and Safety
- Contractor Safety Management
- Construction Management & Oversight
- Health & Safety Planning
- Facility Decommissioning and Demolition
- Industrial Hygiene
- Waste Management
- Environmental Compliance
- Environmental Assessments
- Indoor Air Quality Assessments
- Asbestos Abatement Management



Timothy R. Sorensen

Project Industrial Hygienist/Safety Specialist

tsorensen@trimediaee.com

Summary of Professional Experience

Mr. Sorensen is a Project Industrial Hygienist/Safety Specialist supporting TriMedia clients on contractor oversight, industrial hygiene, health and safety assessments, hazardous materials management, and safety auditing projects.

Drawing from a construction background, Mr. Sorensen has over 6 years' experience working on large-scale on-site contractor safety management projects involving complex construction sites including a new mining and hospital facility. His responsibilities included contractor safety oversight, health and safety compliance, risk assessments, safety auditing, writing health and safety plans, job safety analysis procedures, new employee training, and planning for all projects

Over a 10-month period, Mr. Sorensen provided management and health and safety of an 80-mile pipeline construction utility locating project. His responsibilities included; health and safety compliance, writing health and safety plans and job safety analysis procedures, utility locating using sweep procedures, field data management and submittals, and ground disturbance compliance.

Mr. Sorensen has worked (over a 5-month period) as Asbestos Technician on a large-scale power plant asbestos abatement project. The project involved removal of asbestos containing thermal insulation throughout a 3.5 million square foot industrial facility. Mr. Sorensen provided contractor oversight, air sampling and monitoring, field and data documentation, and miscellaneous hazmat sampling on the project.

Education

- B.S. – Construction Management, Northern Michigan University, Marquette, Michigan

Certifications

- MSHA Experienced Miner
- State of Michigan Asbestos Inspector
- State of Michigan Asbestos Contractor/Supervisor
- State of Wisconsin Asbestos Inspector
- State of Wisconsin Asbestos Contractor/Supervisor
- NIOSH 582 – Asbestos PCM Microscopy
- First Aid and CPR Certified
- OSHA 30 hour
- HAZWOPER Site Worker

Areas of Specialty

- Contractor Safety Management
- Construction Management & Oversight
- Health & Safety Planning
- Health & Safety Audits
- Health & Safety Incident Investigation
- Asbestos Abatement Oversight
- Asbestos Air Monitoring
- Phase Contrast Microscopy (PCM)
- Environmental Spill Response
- Hazardous Waste Management & Minimization
- Utility locating using sweep procedures
- Ground disturbance management & planning

Jason P. Gizicki, CIH, CSP, MS, M.Eng.

Project Industrial Hygienist

jgizicki@trimediaee.com

Summary of Professional Experience

Mr. Jason Gizicki is a Project Industrial Hygienist with background in environmental regulations and compliance, hazardous materials safety, and industrial hygiene. He currently is registered as a Certified Industrial Hygienist (CIH) with the American Board of Industrial Hygiene and with the Board of Certified Safety Professionals as having achieved his Certified Safety Professional (CSP) certification.

Mr. Gizicki is highly skilled in the development, implementation, and analysis of Industrial Hygiene studies. He has been involved in projects of varying size and scope within the manufacturing, mining, and energy sectors. During these projects, he has provided data interpretation, analysis, representation and reporting, providing leadership and guidance to field staff.

Mr. Gizicki is experienced in regulations regarding storing, treatment and transporting of biohazard waste. His areas of specialty include exposure monitoring of physical, chemical and biological hazards. He is also well versed in the areas of safety, ergonomics, and toxicology. In addition, Mr. Gizicki is experienced in Lean Six Sigma and 5S principles in a production and laboratory environment.

As a Project Industrial Hygienist with TriMedia, Mr. Gizicki supports occupational health and safety projects involving hazardous materials, industrial hygiene, training, and construction safety.

Certifications

- Certified Industrial Hygienist (CIH)
- Certified Safety Professional (CSP)
- State of Michigan Asbestos Building Inspector
- State of Michigan Asbestos Contractor/Supervisor
- HAZWOPER (40 Hour)

Education

- Master of Science, Industrial Hygiene (Occupational and Environmental Health Sciences) and Graduate Certificate, Occupational Safety – Wayne State University.
- Master of Engineering, Environmental Engineering – University of Detroit-Mercy.
- Bachelor of Science, Molecular Biology and Biotechnology – University of Michigan.

Areas of Specialty

- Industrial Hygiene
- Hazard Risk Assessment
- Regulatory Compliance
- Asbestos Management
- GAP Analysis
- Health and Safety Audits.
- Health and Safety Program Development
- Noise Studies
- Vibration Studies
- Noise Signature Identification
- Ergonomics
- Indoor Air Quality
- Health & Safety Planning
- Safety Plan Development
- Safety Oversight
- Regulatory Compliance
- Facility Audits
- eLearning Development

Andrew Tripp

Staff Industrial Hygienist

atripp@trimediaee.com

Summary of Professional Experience

Mr. Tripp is a Staff Industrial Hygienist with over seven years of experience in compliance, industrial hygiene, safety, construction management and industrial & manufacturing operations. He provides office and field support to TriMedia's Industrial Hygiene, Safety, and Environmental Departments. Recent projects have included acting as project coordinator during construction of a critical piece of Michigan Infrastructure, the Detroit Metro Access Pipeline which delivers refined petroleum products to the Detroit metro area and noise, vibration, and safety monitoring associated with an 80 mile pipeline installation project in the Midwest.

His expertise includes; industrial hygiene field activities, conducting operations & safety audits, quality control and quality assurance audits at critical milestones of construction, operational processes, safety & operational compliance, hazardous material handling procedures, OSHA & EPA compliance, and logistics.

Mr. Tripp has manufacturing experience in the auto industry as a production supervisor for an aluminum auto parts foundry. In this role he learned manufacturing process priorities and how they integrate with company Health Safety and Environmental programs. He was responsible for implementing a forklift safety daily review on his shift, which focused on decreasing trending incidents; this program was later adopted company wide.

Mr. Tripp has experience in security and safety compliance management for big box commercial environments. During two years in the Loss Prevention field Mr. Tripp was in a management role overseeing asset protection and health and safety. Mr. Tripp is also proficient in military safety policy from his time as an Army Engineer Officer, where he served as a construction project manager for medium to large scale construction projects as well as a Battalion Safety Officer overseeing the safety program for multiple engineer companies.

Education

- B.S. – Criminal Justice, Northern Michigan University, Marquette, Michigan

Certifications/Trainings

- State of Michigan Licensed Asbestos Contractor Supervisor
- State of Michigan and Wisconsin Licensed Asbestos Inspector
- American Heart Association CPR/First Aid Instructor
- Industrial Hygiene Equipment Training
- Wicklander-Zulawski method of Investigative Interviewing

Areas of Specialty

- Industrial Hygiene Field Activities
- Safety Regulations
- Health & Safety Program Development and Implementation
- Indoor Air Quality
- Calibration, Usage and Maintenance of Industrial Hygiene Field Instrumentation
- Calibration, Usage and Maintenance of Environmental Field Instrumentation
- Asbestos Contractor Supervisor Activities
- Asbestos Inspection
- Asbestos Regulations
- Facility Health and Safety Auditing
- Environmental Compliance
- Environmental Policy and Regulations
- Incident Investigations



Julie E. Tresedder

Staff Scientist

*jtresedder@trimediaee.com***Summary of Professional Experience**

Ms. Tresedder is a Staff Scientist with over 20 years of experience in construction management, compliance, safety, and industrial. She provides office and field support to TriMedia's Industrial Hygiene, Safety, and Survey Departments. She has a strong background and experience as a project administrator and brings administrative expertise, leadership, communication, and organizational skill to her position and in service to TriMedia clientele.

As a Staff Scientist, Ms. Tresedder's responsibilities include compiling and formatting project information and data consistent with TriMedia's Quality Assurance/Quality Control standards. Specific duties include preparing outgoing documents, ordering and maintaining sampling media, processing field and laboratory data, and the tracking and coordinating of field assignments.

Ms. Tresedder is proficient in the use, calibration and maintenance of industrial instrumentation, including biopumps, and is proficient in many of the latest computer software applications. She coordinates, manages, and records site-specific information and data, including analytical laboratory documentation, project correspondence, field measurements and analytical analysis, drafting technical reports, as well as training program materials. She is involved with many aspects of client service and administration, including project scheduling and coordination, and tracking client communications.

Her technical expertise is enhanced by her technical degree and over 25 years of experience in the construction industry.

Education

- B.S. – Planning and Land Use Management, with a Minor in Biology and Psychology, Northern Michigan University, Marquette, Michigan

Areas of Specialty

- Quality Assurance/Quality Control
- Technical Report Preparation
- Equipment Coordination
- Report Data Dissemination
- Computer Applications: MicroSoft Word, Excel, Access, Power Point
- Office Administration
- Client Service
- Written Communication
- Internal Policies and Procedures

Mandy M. Magno, CSP, ASP, CHO, CHMM

EHS Specialist

mmagno@trimediaee.com

Summary of Professional Experience

Ms. Magno is an environmental, health, and safety (EHS) Specialist with over 20 years of experience in biology, chemistry, occupational and environmental health and safety services, industrial hygiene and hazard material / waste management. Her expertise includes writing and reviewing workplace policies and procedures, reviewing reports for technical accuracy, conducting safety inspections and audits, identifying hazards in the workplace, and regulatory compliance (local, state, and federal).

Ms. Magno is proficient in conducting field investigations, program monitoring, data collection, chemical testing, environmental surveys, coordinating and providing training programs, and collecting samples for laboratory analysis. As a EHS Specialist, Ms. Magno is involved with industrial hygiene and environmental response work. She provides support to our industrial hygiene department manager and has experience identifying hazards and unsafe conditions.

Certifications/Trainings

- CSP, Certified Safety Professional
- ASP, Associate Safety Professional
- CHMM, Certified Hazardous Materials Manager
- CHO, Chemical Hygiene Officer
- OSHA 40 Hour HAZWOPER
- Michigan Asbestos Building Inspector
- Michigan Asbestos Contractor / Supervisor
- OSHA 30-hour General Industry Safety and Health
- MIOSHA General Industry 10 Hour
- MDEQ Waste Mgmt and Regulations Series
- F-5 Waterworks System Operator, DEQ
- EPA Method 9 Certification - Emissions
- Reasonable Suspicion Training for Supervisors
- Lean Six Sigma, Yellow Belt

Education

- Northern Michigan University - Post-Bachelor of Science degree: Chemistry
- Saginaw Valley State University - Bachelor of Science degree: Biology, Minors: Criminal Justice, Computer Information Systems, Chemistry

Areas of Specialty

- Environmental Sustainability
- Occupational and Environmental Health and Safety (OEHS) Policies, Procedures and Regulations
- Local, state and federal regulatory compliance
- Risk Management
- Training
- Hazard Material Management
- Report Writing

Jacqueline M. Whitman
Project Coordinator
jwhitman@trimediaee.com

Summary of Professional Experience

Ms. Whitman has a strong background and experience as a project coordinator and document controller. She brings administrative expertise, leadership, communication, and organizational skill to her position and in service to TriMedia clientele.

As Project Coordinator, Ms. Whitman's responsibilities include compiling and formatting project information and data consistent with TriMedia's Quality Assurance/Quality Control standards. Specific duties include preparing outgoing documents, ordering and maintaining sampling media and equipment, processing field and laboratory data, and the tracking and coordinating of field assignments.

Ms. Whitman is proficient in many of the latest computer software applications such as ProjectWise Explorer, Vista by Viewpoint, and HCSS Heavy Bid Workstation. She coordinates, manages, and records site-specific information and data, including analytical laboratory documentation, project correspondence, field measurements and analytical analysis, drafting technical reports, as well as training program materials. She is involved with many aspects of client service and administration, including project scheduling and coordination, and tracking client communications.

Her technical expertise is enhanced by her Bachelor of Science degree and over 10 years of experience providing administrative support services.

Education

- B.S. – Kinesiology, Michigan State University, East Lansing, Michigan

Areas of Specialty

- Mining, Heavy Construction & Engineering Fields
- Quality Assurance/Quality Control
- Technical Report Preparation
- Equipment Coordination
- Report Data Dissemination
- Subcontractor Management
- Document Control
- Written & Verbal Communication
- Computer Applications: MicroSoft Word, Excel, Access, Power Point

Appendix II
Professional Questionnaire
Certification Forms



Questionnaire for Professional Services
Department of Technology, Management and Budget
2020 Indefinite-Scope Indefinite-Delivery – Request for Qualifications
Fall Protection 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: TriMedia Environmental & Engineering Services, LLC
Address: 830 West Washington Street, Marquette, Michigan 49855
Telephone and Fax: 906-228-5125 (phone), 906-228-5126 (fax)
Website: www.trimediaee.com E-Mail: tanthos@trimediaee.com
SIGMA Vendor ID: CV0009974

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: Branch offices located in Escanaba, Marshall, and Metro Detroit, Michigan

2. Check the appropriate status:

☐ Individual firm ☐ Association ☐ Partnership ☐ Corporation, or ☒ Combination – Explain: LLC

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

Include a brief history of the Professional's firm: Established in 1995, TriMedia is a full-service Michigan based environmental and engineering firm providing environmental, health and safety, GIS, land surveying, and Industrial hygiene services. TriMedia has successfully completed projects throughout North America from our network of regional offices in Michigan, Arizona, Montana, North Dakota, and Wisconsin. Our staff has experience working on a wide range of projects and has successfully completed hundreds of projects for government, private, and institutional clients, including millions of dollars in environmental design and remediation projects for the State of Michigan.

3. Provide an organization chart depicting all personnel and their roles/responsibilities. Included in Appendix I.
4. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. Included in Appendix I.
5. Provide a five (5) year rate schedule per position. Included in Cost Proposal.

ARTICLE 2: PRIOR EXPERIENCE

Provide a client reference and brief descriptions of at least three (3) projects in the last five years closely related to the work requested in this Request for Proposal.

Project 1 Reference Information:

Project Name: Annual Health and Safety Training

Project Address: 850 West Baraga Avenue

Project City/State/Zip: Marquette, Michigan 49855

Contact Name and Telephone #: Jeremy Jones, (906) 225-7887

Project 3 Description: UP Health Systems Marquette retained TriMedia to present various health and safety training courses in Marquette, Michigan. Courses included: asbestos awareness, lock-out/tag-out, and fall protection under OSHA guidelines. TriMedia inspected all fall protection to become familiar with the types of harnesses, lifelines and lanyards, anchors, and retrieval equipment provided to employees (along with manufacturers product information and instruction sheets). Training certificates were generated for the clients' use.

Project 2 Reference Information:

Project Name: Confined Space and Fall Protection Program

Project Address: Sawyer Waste Water Facility

Project City/State/Zip: Marquette, Michigan 49855

Contact Name and Telephone #: Aaron Karlstrom, (906) 225-8200

Project 2 Description: Marquette County, Michigan retained TriMedia to present Confined Space Training and Fall Protection Training for approximately 11 people on June 21, 2017, at the Airport Service Center and Sawyer Waste Water facility, respectively. Fall Protection Training included: regulatory review; equipment inspection; equipment use; proper use; anchor points; fall protection evaluation; table top exercise; and hands-on exercises utilizing Marquette County owned equipment. Training certificates were generative for the clients' use.

Project 3 Reference Information:

Project Name: Scaffolding and Fall Protection Program

Project Address: P.O. Box 40

Project City/State/Zip: Munising, Michigan 49862

Contact Name and Telephone #: Steve Howard, (906) 387-2607

Project 1 Description: The Pictured Rocks National Lakeshore retained TriMedia to present scaffolding and fall protection training for approximately eight employees on August 23, 2017, in Munising, Michigan. Each training course was tailored to the clients' specific needs. We reviewed existing general work rules/statements, written programs, and procedures in order to incorporate them into the program. We also incorporated photographs of the clients' scaffolding and fall protection as part of the training. Training consisted of classroom instruction, practical application, and hands-on exercises, and was conducted in compliance with Fall Protection (Part 12 Scaffolds and Scaffold Platforms). Training records were generated for the clients' use.

ARTICLE 3: 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).

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

- 3.4 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 ☐

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

Yes ☒ No ☐

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

Yes ☒ No ☐

If yes, explain: TriMedia has multiple Design and Construction contracts with the State of Michigan.

ARTICLE 4: CAPACITY AND QUALITY

- 4.1 Briefly describe your firm's methods and procedures for quality control for your deliverables and services.
TriMedia maintains a strict Quality Assurance / Quality Control (QA/QC) Program to verify that project data meets applicable industry standards. We own and use current technical instrumentation and data processing software. We place significant priority in the QA/QC of our projects, including internal procedures, employee training, documentation generation, and data evaluation. TriMedia utilizes effective project management, peer review, standard operating procedures, work orders, and equipment maintenance to execute the QA/QC program. TriMedia reviews past work products, regulatory changes, pre-task hazard assessments, and client feedback. In doing so, TriMedia enforces existing standards, revises the program as needed, and continues the process of improving the accuracy of the final product to the client.

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

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

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

Yes ☒ No ☐

4.4 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.

TriMedia understands that if we are awarded an ISID contract, we may be contacted by a Department of Technology, Management and Budget (DTMB), Design and Construction Division (DCD) Project Director to develop a proposal of services and fees for a specific project based on a written Statement of Objectives. If our proposal is found to be acceptable, TriMedia will be assigned the project under our ISID contract. TriMedia understands that there are, at a minimum, seven phases of professional services associated with this ISID contract. An outline of TriMedia's understanding of the associated tasks is provided in Section 4 of the technical proposal. TriMedia's staff will work closely with the State of Michigan DCD and the corresponding State Agency to understand project objectives and develop schedules that meet essential time constraints. We will collect necessary data and information in a professional manner to support each project. We will prepare final documents in accordance with federal and state guidelines; and, we will communicate our progress to each agency throughout the project.

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

TriMedia will review each proposed substitution and develop a recommendation based upon our professional opinion. TriMedia attempts to avoid the use of proprietary brands when designing and developing contract documents, but there are situations, where this is not possible. Therefore, each proposed substitution is reviewed based upon the unique project requirements and how it relates technically and budgetarily and compliance with MIOSHA Part 2 Walking-Working Surfaces.

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

In a similar manner to requests for substitution during the bidding process, TriMedia will review each proposed substitution during construction based upon the unique project requirements. If a contractor proposes a valid technical substitution that meets the project requirements and provides value (project cost or schedule), TriMedia will be open to consideration of the substitution. TriMedia will forward such requests with our professional opinion, supported by documentation, to the project team for discussion.

4.7 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?

TriMedia will participate in a project kick-off meeting to discuss project requirements, establish lines of communication, review relevant documentation, and identify potential issues related to completion of the project. We will develop a project schedule to demonstrate the sequencing of task assignments and our ability to meet the required date for completion. We will provide detailed monthly invoices and summary work statements (status reports) in any format deemed necessary by the State of Michigan.

4.8 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 ☐

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

The types of cost estimates TriMedia most frequently prepared for construction projects include: preliminary or feasibility estimates, contractor's bid estimates, and engineer's or owner's estimates. TriMedia prepares preliminary cost estimates for clients to provide an indication of the cost of the project at completion. Contractor's estimates include bids from responsive and responsible contractors to perform the required services. Engineer's estimates are prepared to provide a basis to evaluate contractor's bids and develop budgets for the client. While TriMedia has formal cost estimating resources such as RS Means available to facilitate construction cost estimating, we have found that relying upon our extensive data and experience with Michigan environmental projects is more accurate, especially for smaller, site specific projects. Regardless of the type of estimating method being used, TriMedia's method for estimating environmental

construction costs generally include the following: a) Verify that we have a detailed understanding of the project objective(s); b) Establish a clear project scope-of-work, with definitive criteria for project completion that will meet the project objectives; c) Define the specific tasks required to complete the scope of work; d) Refer to TriMedia's compiled cost data to identify applicable unit rates and timelines for the project-specific tasks defined in the scope-of-service; e) Apply the rates and timelines to project-specific tasks to calculate the cost estimate; f) Depending on the level of detail required for the project, contact environmental contractors or equipment suppliers to obtain quotes for any unique aspect of the scope; g) Verify the cost estimate(s) by comparing the estimate(s) to that of similar projects in recent years, scaling historic costs to adjust for project size and site-specific concerns as required; h) If the cost estimates calculated by these two methods are within 10% of each other, TriMedia will proceed with the cost estimate range as calculated; and i) If the cost estimates calculated by these two methods vary by more than 10%, TriMedia will review the cost estimate rates and estimated timelines, recalculate the two cost estimates, and obtain additional data to re-calculate the estimate.

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

TriMedia's efforts to minimize construction cost over-runs begins during project design and continues through construction administration. The first step is thorough communication with the client to define the project scope and to obtain all available project information. This information is then incorporated into complete, detailed project documents that clearly describe the project scope. The project scope requirements are explained by TriMedia to contractors during the bidding process and again verified with the successful bidder before the initiation of on-site work. This method of developing and communicating a clear scope is an essential step to minimizing cost over-runs in the field. During construction, TriMedia will communicate any issues or unforeseen site conditions with the client as soon as identified and follow through with the project and team members to facilitate prompt decision making. Through close communication and prompt response, any unforeseen issues will be addressed at minimal cost by promoting team communication, selection of most cost efficient and appropriate resolution, and prompt decisions to minimize associated change costs.

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

Administration costs are dependent upon the type of project and phase of the project. TriMedia's administrative costs generally range from approximately 5% to 20% of the total project cost, inclusive of project management expenses.

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

The percentage of assigned work to be performed for a given project may vary; however, in our experience working on construction projects for the State of Michigan, TriMedia will perform approximately 90% to 95% of assigned work, with the exception of the following tasks that may be performed by sub-consultants or sub-contractors: laboratory testing services, electrical design/installation, and/or structural analysis/design.

4.13 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.)

On a typical project, services will be initiated within three to five business days after receipt of written notice to proceed.

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

A construction bidder is considered responsive if they have provided all necessary forms of documentation as requested in the bid specifications by the date and time requested. Such documentation includes but is not limited to: statement of understanding that they can and have performed similar work, complete and signed bid documents, health and safety documentation, certificates of insurance, etc. TriMedia verifies whether a bidder is considered to be responsible by reviewing their technical experience successfully completing the type and size of project being bid. Responsibility may be determined by review of corporate resumes, personnel resumes, and by positive feedbacks from references provided similar projects.

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

Not Applicable

- 4.16 Describe your experience with similar open-ended contracts.

TriMedia was awarded the 2013 Environmental Expanded Triage ISID Contract (Contract Number 0042) and the 2015 Environmental ISID Contract (Contract Number 00553) which was extended by the State of Michigan through March 2019. TriMedia has successfully completed over 30 projects for the State of Michigan under our ISID contract and other contracts, including several tasks and sub-tasks ranging in scope from Phase I Site Assessments and hazardous materials assessments to large scale soil and groundwater characterization and remediation projects.

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

At the onset of each assigned project, TriMedia will establish the lines of communication and specific project goals with State of Michigan project representatives. Our employees will participate in scheduling meetings and review applicable task assignments. TriMedia will formulate a detailed project schedule to identify the duration for each required task assignment. Prior to mobilizing to the site TriMedia will utilize available sources to gather as much site detail as possible to aid in field assessment of the fall protection system or to provide training on that system. This includes required use, anticipate future needs, and past performance. Once scheduled TriMedia will mobilize to the site to perform the required assessment and/or training. Onsite inspection/walk through will be conducted to determine the condition of existing equipment.

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

TriMedia personnel are experienced in obtaining required permits and clearances prior to project implementation, including MISS Dig clearance, wetland, riparian, local, and state permits as required as well as working with Michigan EGLE on a regular basis with a variety of projects. TriMedia is familiar with the impacts permit requirements often have on the project schedule of implementation.

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

TriMedia minimizes potential change orders by developing complete and thorough construction documents, maintaining regular communication with the project team, proactively identifying potential areas of risk or conflict, and bringing issues to the team for prompt resolution. In addition, TriMedia will make recommendations regarding the procurement strategy, format of project design documents, project schedule, and other aspects of the planning process that may reduce the potential for contract changes. However, we recognize that unforeseen issues may arise during construction and we are well prepared to evaluate the issue(s), determine the reasonable cost and schedule impact, and perform necessary contract negotiations and modifications including change order request review, bulletin development, bulletin pricing review, and field oversight of change order items.

- 4.20 Describe what testing and / or certification of fall protection systems / components you perform in-house and what testing and / or certification you perform with sub-consulting testing firms or assigned to construction / insulation contractors.

Competent person inspection and testing will be performed in house. Competent person on fall protection equipment can be performed in the field. These inspections include but are not limited to: lanyard inspections, harness inspections, Self Retraction Lanyard (SRL) test and inspection, scaffold inspection for compliance, and anchor point inspection. These inspections will be hands on and performed using inspection sheets to document the type of inspection and equipment it was performed on. If anything fails competent person inspection it will be immediately red tagged and removed from service. If fall protection is taken out of service, TriMedia will work with the manufacturer to see if the equipment can be fixed or if it should be replaced. If certification or recertification of fall protection systems are deemed necessary, testing and certifications will be performed with the fall protection manufacturer or sub-consulting testing firms.



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):

- ☒ 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
- ☐ Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- ☐ Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

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

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

Bidder shall also indicate one of the following:

- ☒ Bidder qualifies as a Michigan business (provide zip code: 49855)
- ☐ 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: TriMedia Environmental & Engineering Services, LLC

Tom L. Anthos, CIH, President

Authorized Agent Name (print or type)

 1.8.2020
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.



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: TriMedia Environmental & Engineering Services, LLC

Tom L. Anthos, CIH, President

Authorized Agent Name (print or type)

 1.2.2020

Authorized Agent Signature & Date

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



ENVIRONMENTAL

Spill Response
Brownfield Redevelopment
Remedial Treatment Systems
Hazardous Waste Management
Property Due Diligence/Permitting
Wetlands Management
Permitting



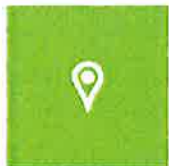
INDUSTRIAL HYGIENE

Air Sampling
Risk Assessments
Personnel Monitoring
Community Air Monitoring
Hearing Conservation
Building Contaminant Assessments
-Asbestos, Mold, Mercury, Lead



HEALTH & SAFETY

Safety Audits
Project Safety Oversight
Employee/Work Task Safety
Written Safety Programs
Employee Training
ISO 1900 Assessments
OSHA Mitigation



GEOSPATIAL DATA (GIS) SERVICES

GIS Planning/Budgeting
Parcel/Tax Mapping
E-911 Mapping
Database Development
Data Management
CAD Data Conversion & Integration
Aerial Photo Acquisition & Interpretation



SURVEYING

Construction Surveying
Boundary Surveying
GPS Machine Controls
Geodetic & Control Surveys
Topographic Surveying
Bathymetric Surveying
ALTA Surveys

HEADQUARTERS

830 W Washington St
Marquette, MI 49855
906.228.5125

REGIONAL OFFICES

315 S Grand Street
Marshall, MI 49068
269.789.9575

423 Ludington Ave
Escanaba, MI 49829
906.553.7400

1401 Tower Avenue
Suite 208
Superior, WI 54880
715.718.2630

31 36th Ave NW
Minot, ND 58703
701.838.7610

1201 US Highway 10 West
Unit A4C
Livingston, MT 59047
406.222.5177

5024 South Ash Ave
Suite 103
Tempe, AZ 85282
480.839.0521



www.trimediaee.com





Cost Proposal

**STATE OF MICHIGAN
2020 INDEFINITE-SCOPE INDEFINITE-DELIVERY
FALL PROTECTION SERVICES**



Your Priority. **Our Promise.**

**State of Michigan Indefinite-Service, Indefinite-Delivery
TriMedia Proposal Number 2019-6077**

COST PROPOSAL

Position, Classification, and Employee Billing Rate Information

Firm Name: TriMedia Environmental & Engineering Services, LLC

Yearly Percentage Billing Rate Increase: 0%

EMPLOYEE(S) NAME	POSITION/CLASSIFICATION	YEAR 2020	YEAR 2021	YEAR 2022	YEAR 2023	YEAR 2024
Tom L. Anthos, CIH	Principal Industrial Hygienist	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00
Kathy T. Vermaat, P.E.	Senior Engineer	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00
Brad G. Parlato, P.E.	Senior Engineer	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00
Dale K. Gross **	Senior Health & Safety Advisor	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00
Kelly D. Levelly, ASP **	Health and Safety Manager	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00
Jason P. Gizicki, CIH, CSP, MS, M.Eng. **	Project Industrial Hygienist	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00
Ken G. Kaiser, GISP	GIS Manager/Operator	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Chris E. Tiede, CIH, CSP	Project Industrial Hygienist	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Tim R. Sorensen **	Project Industrial Hygienist / Safety Specialist	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Mandy M. Magno, CSP, CHMM, CHO**	EHS Specialist	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
Andrew Tripp**	Staff Industrial Hygienist	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
Adam D. Kiddle	Staff Scientist	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
Brent A. Watson	Staff Industrial Hygienist	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
Meghan L. Metcalf	Staff Surveyor/CADD Operator	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Julie E. Tresedder **	Project Coordinator/Staff Scientist	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
Jacqueline M. Whitman	Project Coordinator	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
As Selected	Technical Support	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00

*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 II, Compensation.

**** Key Project Personnel**



ENVIRONMENTAL

Spill Response
Brownfield Redevelopment
Remedial Treatment Systems
Hazardous Waste Management
Property Due Diligence/Permitting
Wetlands Management
Permitting



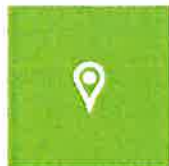
INDUSTRIAL HYGIENE

Air Sampling
Risk Assessments
Personnel Monitoring
Community Air Monitoring
Hearing Conservation
Building Contaminant Assessments
-Asbestos, Mold, Mercury, Lead



HEALTH & SAFETY

Safety Audits
Project Safety Oversight
Employee/Work Task Safety
Written Safety Programs
Employee Training
ISO 1900 Assessments
OSHA Mitigation



GEOSPATIAL DATA (GIS) SERVICES

GIS Planning/Budgeting
Parcel/Tax Mapping
E-911 Mapping
Database Development
Data Management
CAD Data Conversion & Integration
Aerial Photo Acquisition & Interpretation



SURVEYING

Construction Surveying
Boundary Surveying
GPS Machine Controls
Geodetic & Control Surveys
Topographic Surveying
Bathymetric Surveying
ALTA Surveys

HEADQUARTERS

830 W Washington St
Marquette, MI 49855
906.228.5125

REGIONAL OFFICES

315 S Grand Street
Marshall, MI 49068
269.789.9575

423 Ludington Ave
Escanaba, MI 49829
906.553.7400

1401 Tower Avenue
Suite 208
Superior, WI 54880
715.718.2630

31 36th Ave NW
Minot, ND 58703
701.838.7610

1201 US Highway 10 West
Unit A4C
Livingston, MT 59047
406.222.5177

5024 South Ash Ave
Suite 103
Tempe, AZ 85282
480.839.0521



www.trimediaee.com



APPENDIX 3

PROFESSIONAL CERTIFICATION FORMS

See pages 68 - 69 of contract

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 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.

2020 HOURLY BILLING RATE Based on 2019 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
Documents)
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

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 (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED
EMPLOYEES
Effective January 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	\$97.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.575 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

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

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE
October 1, 2019**

Michigan Select Cities / Counties

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

Out of State Select Cities / Counties

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

APPENDIX 5

CERTIFICATES OF INSURANCE



TRIMENV-01

ACONARTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2020

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 have ADDITIONAL INSURED provisions or 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 Mourer Foster, Inc 615 N. Capitol Ave. Lansing, MI 48933	CONTACT NAME: James Slear PHONE (A/C, No, Ext): (517) 371-2300 219 FAX (A/C, No): (517) 371-7121 E-MAIL ADDRESS: jslear@mourer-foster.com												
INSURER(S) AFFORDING COVERAGE													
INSURED TriMedia Environmental & Engineering Services LLC 830 W. Washington St. Marquette, MI 49855	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Admiral Insurance Company</td> <td style="width: 20%; text-align: right;">24856</td> </tr> <tr> <td>INSURER B : Harleysville Worcester Insurance Company</td> <td style="text-align: right;">26182</td> </tr> <tr> <td>INSURER C : Granite State Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D : Harleysville Lake States Ins.</td> <td style="text-align: right;">14516</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Admiral Insurance Company	24856	INSURER B : Harleysville Worcester Insurance Company	26182	INSURER C : Granite State Insurance Co.		INSURER D : Harleysville Lake States Ins.	14516	INSURER E :		INSURER F :	
INSURER A : Admiral Insurance Company	24856												
INSURER B : Harleysville Worcester Insurance Company	26182												
INSURER C : Granite State Insurance Co.													
INSURER D : Harleysville Lake States Ins.	14516												
INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:****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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	FEIECC2519701	7/21/2019	7/21/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Pollution						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Stop Gap						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X	X	BA 00000026941U	7/21/2019	7/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	FEIEXS2519801	7/21/2019	7/21/2020	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input type="checkbox"/> RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	X	WC019397724	7/21/2019	7/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional			FEIECC2519701	7/21/2019	7/21/2020	1,000,000
D	Equipment Floater			CI 9N6416	7/21/2019	7/21/2020	Leased/Rented 100,000

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

Indefinite-Scope, Indefinite-Delivery Contract No. 00860

Fall Protection Services - Various State Departments and Facilities

Various Site Locations, Michigan

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are named as an Additional Insured on the General and Automobile Liability Insurance Policies. Waiver of Subrogation applies per contract.

CERTIFICATE HOLDER**CANCELLATION**

State of Michigan Department of Technology, Management, & Budget 3111 W. Joseph St. Lansing, MI 48917	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--



Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 7/21/2019 attaches to and forms a part of Policy Number FEI-ECC-25197-01. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 7/21/2019 attaches to and forms a part of Policy Number FEI-ECC-25197-01. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
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