



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

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

**CONTRACT FOR INDEFINITE-SCOPE, INDEFINITE-DELIVERY FOR
2020 MINOR PROJECT DESIGN BUILD SERVICES**

THIS CONTRACT, authorized this 7th day of February in the year two-thousand and twenty (2020), by the State Administrative Board/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 Joseph Street, Lansing, Michigan, hereinafter called the State, and

Allied Building Service of Detroit, Inc.
1801 Howard Street
Detroit, MI 48216

hereinafter called the Design Build Entity (DB Entity),

WHEREAS, the Department of Technology, Management and Budget State Facilities Administration (SFA), Design and Construction Division (DCD) [The Department] proposes securing Design Build Services for the following project:

Indefinite-Scope, Indefinite Delivery Contract No. 00861
Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Design Build Indefinite-Scope, Indefinite-Delivery (ISID) Contract for Minor Projects
Various State Departments and Facilities
Various Site Locations, Michigan

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

The State of Michigan has accepted the DB Entity's offer to provide the goods or services in accordance with the Design Build Contract's terms and specifications. The DB Entity agrees to supply the goods or services at the price and on this contract's terms and conditions, and to assume and perform all the covenants and conditions required of the Contractor. The State of Michigan agrees to pay the DB Entity the Contract Price for the supply of the goods or services and the performance of the DB Entity's covenants.

The DB Entity shall provide the design and construction services on an as-needed basis at Various State/Client Agencies within the various locations as defined by the State of Michigan, in strict accordance with the contract and subsequent ISID assignments;

The State of Michigan shall compensate the DB ENTITY for providing services as outlined in the terms and conditions of this Contract and any subsequent ISID assignment.

This ISID contract will remain in effect for three (3) years from the date of this contract award plus an option of two additional one (1) year, but may be unilaterally terminated by the State of Michigan, at any time, for cause or its convenience, by written notification of the State of Michigan, to the DB Entity.

This contract does not warrant or imply to the DB Entity entitlement to perform any specific percentage (%) amount of compensation, work or projects during the life of this three (3) year contract.

The DB Entity is not to provide any design or construction services or incur any expenses until individual ISID projects are assigned to this contract and approved by the State of Michigan.

PLEASE NOTE: For this Design Build ISID contract, your permanent assigned ISID Contract Number, as noted above, must be provided on all correspondence and documents.

The DB ENTITY shall provide the professional services for the Project in the sequence outlined in this Contract in accordance with the Department's approved and attached Appendix - Project/Program Statement and the attached Appendix - Department's "Design and Construction Consultant Services Utilization Manual" and be solely responsible for such services. The DB ENTITY services shall be performed in strict accordance with this Contract.

IN WITNESS, WHEREOF, each of the parties has caused this Design Build ISID Contract for Minor Projects 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 DB ENTITY 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 DESIGN BUILD ENTITY:

Allied Building Service Company of Detroit, Inc

Firm Name

CV0023753

SIGMA Vendor ID Number

Matthew Guyot

Signature

02/07/2020

Date

Director

Title

FOR THE STATE OF MICHIGAN:

Robert Han

Director, Department of Technology, Management and Budget

03-04-2020

Date

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

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

The definition of terms and conditions of this Contract are described and outlined in the following Articles and attached appendices.

This Contract provides two (2) distinct types of DB ENTITY services. These professional services may be coordinated and combined, or used singularly, depending upon the flexibility required by the Project.

The two (2) distinct types of DB ENTITY services for this Contract are defined as follows:

- I. **DESIGN SERVICES:** Provide complete architectural and engineering design/build, specialized study services, or other professional services. The design work activities will be performed either by the DB ENTITY or through their Consultant(s).

The DB ENTITY's design work may be provided by either the DB ENTITY's office staff, or a third-party consultant procured by either the State of Michigan or the DB ENTITY. The Department may also elect to use a design/build approach combining the design and construction orders to provide an integrated, expedient, delivery approach.

Design and Construction Consultant (DB ENTITY) Services: The following Phase description(s) outline the DB ENTITY design services that may be necessary, but may not be limited to, accomplishing the scope of work.

Phase 100 - Study

Provide complete and comprehensive Study Deliverables to meet the requirements of the Project.

Upon completion of all field investigation or research, prepare a complete Study Report with an executive summary, and in such detail, as the Project Director may prescribe.

Phase 200 - Programming

Research the physical, functional, and programmatic relationships required by the State/Client Agency.

Prepare a Program Statement with a complete building or facility program, listing all spaces organized by department and staff classification, adjacencies, uses, and other needs. Include information on required environmental conditions, building systems, equipment, adjacencies, security, and special conditions needs for each space.

Acceptance and approval of the Program Statement by the Department 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 design.

Phase 300 - Schematic Design

Upon written authorization from the Project Director, prepare Schematic Design Deliverables consistent with the Project requirements and the approved Program Statement. Schematic Design Deliverables shall consist of drawings, outline specifications, a Schematic Construction Cost Estimate, other related documentation, and shall diagrammatically depict the areas, scales, and relationships of the functions, as described in the approved Program Statement.

Acceptance of the Schematic Design by the Department does not limit subsequent inclusion of minor, but essential, schematic or design details whose necessity and arrangement may best become apparent during subsequent Phases of the Project design.

Phase 400 - Design Development

Upon written authorization from the Project Director, prepare Design Development Deliverables based on the Owner-accepted Schematic Design.

Design Development Deliverables shall consist of drawings, specifications, Construction Cost Estimates, other related documentation, and shall further define the Project by fixing and describing the Project size, character, site relationships, and other appropriate elements including the civil, structural, architectural, mechanical, electrical, and fire suppression systems.

Phase 500 - Construction Documents and Bidding Documents

Upon written authorization from the Project Director, and based on the Owner-approved Design Development, prepare Construction Documents that revise, refine, amplify, and depict, in detail, the Project.

Construction Documents shall set forth, in detail, quality levels of and requirements for the construction, and shall consist of drawings and specifications that comply with applicable regulatory and construction code requirements, enacted at the time of completion of the one hundred percent (100%) Construction Documents. The Construction Documents shall contain all information necessary to bid and construct the Project.

Prepare Bidding Documents in Phases/Bid packages appropriate to the Project requirements and funding.

Phase 600 - Construction Administration, Office Services

Upon written authorization from the Project Director, provide all required construction administration and timely professional and administrative services, as the circumstances of the Construction may require, to allow the successful implementation of the Construction Documents into a completed Project, ready for occupancy, and/or for the use intended by the Owner.

Phase 700 - Construction, Field Services

Upon written authorization from the Project Director, provide all required Construction Field Services, including timely inspection and professional services, as the circumstances of the Construction may require, to allow the successful implementation of the Construction Documents into a completed Project, ready for occupancy, and/or for the use intended by the Owner

- II. **CONSTRUCTION SERVICES:** Provide complete construction labor, equipment, materials, and all appropriate construction services such as supervision, scheduling, estimating, etc., to construct the Project.

This Contract will provide all construction trades work. The DB ENTITY's construction labor force may be used for select self-performed trades and general conditions work. Any self-performed trades and general conditions work must be justified and preapproved by the Director- FA. The DB ENTITY may also obtain construction trades subcontracts.

**ARTICLE 1
PROFESSIONAL SERVICES**

The DB ENTITY, their sub-contractors, and their consultants shall provide all professional and construction services, technical staff, and support personnel necessary to achieve the Project, in the best interest of the State, and be within the DB ENTITY's not-to-exceed fee(s) authorized by the State. The Department shall provide Project objectives of scope, program, schedule, constraints, criteria, funding, and budget as promptly as practicable.

Project services shall comprise, without exception, every professional design/build construction discipline and expertise necessary to meet all the requirements of the Department's approved and attached Appendix - Project/Program Statement and the Department's, "Design and Construction Consultant Services Utilization Manual, Sample Department Design/Build Forms and Work Flow Procedures Chart", be within the amount authorized by the State, and be in accordance with the industry-accepted standards for professional design/build construction practice and services. DB ENTITY services shall be provided in accordance with this Contract and their DB ENTITY's Project Hourly Billing Rate Compensation.

Information: The Department will make available information known to the Department which may be needed to fulfill the professional responsibility of the DB ENTITY. This information may include but is not limited to prints of existing construction or record drawings and Department or Client Agency standards, regulations, schedules, and guides. Such documents shall be the most recent and accurate available. The use of any such data by the DB ENTITY shall be without contractual or legal significance, unless otherwise established elsewhere in this Contract. However, the Department's provision of information shall not relieve the DB ENTITY from the responsibility of conducting a field survey to verify existing conditions.

Principal-In-Charge: The DB ENTITY shall designate a principal-in-charge for this Project, to whom the Department will address questions and concerns regarding this Contract and the DB ENTITY's performance.

Substitution: No substitution of any "Key Principal Personnel/Employee" identified in the DB ENTITY attached Proposal or of any of the DB ENTITY's contractors or consultants will be allowed without written consent from the Project Director and a completed and approved Professional Services Contract Modification form (DTMB-0410).

Project Director: The Department will designate an individual to serve as the Project Director who shall be the State of Michigan's primary representative in the Project Team and have the authority and responsibility to render Project decisions and furnish information.

The DB ENTITY is responsible solely to the Project Director for the adequacy and timeliness of their services.

If the Department or Client Agency observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, the Department will provide prompt notice thereof to the DB ENTITY.

The Project Director, or the Owner's Field Representative, has the authority to require the DB ENTITY 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 Owner's Field Representative does not have any authority to order any changes in the scope of work or authorize any adjustments in Contract price or Contract time. The Project Director has that sole authority.

Department's Field Representative: The Department will designate an individual or individuals to serve as the Owner's Field Representative (OFR) under the direction of the Project Director. The OFR's primary duty is to monitor the coordination and progress of the DB ENTITY's services and the Construction Contractor(s)' work. The OFR also acts as the liaison between, the DB ENTITY, the Client Agency, any of the Department's consultants or contractors, and the Project Director. The OFR may be full or part-time, at the Department's discretion.

First Interpreter: The DB ENTITY acknowledges the Project Director is the first interpreter of the DB ENTITY's performance under this Contract.

Standard of Reasonable Care, Legal Responsibility: The DB ENTITY shall perform all its services in conformity with the standards of reasonable care and skill of the profession, notwithstanding any other provision herein. The DB ENTITY shall be responsible for the performance of persons retained by them and states that its employees, agents, officers, consultants, and subcontractors possess the experience, knowledge, licensure, and character to properly perform their duties.

Professional Qualifications: Professional services shall be performed by members of the profession involved, who practice under the authority of and who are governed by the license(s) issued under PA 299 of 1980 (Michigan Occupational Code).

Understanding of Project Scope: The DB ENTITY acknowledges having a clear understanding of the requested Project scope of work and the professional architectural and/or engineering study, design, construction, and construction administration services required to provide them.

Completeness: The DB ENTITY shall provide all services, technical staff, and support personnel necessary to achieve the Project, in accordance with: the Appendices to this Contract, any applicable sections of the Michigan Compiled Laws, any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules, and regulations, and in accordance with the DB ENTITY's attached Project Study, Design and Proposed Construction Schedule.

Sufficiency: The DB ENTITY agrees the terms and conditions of this Contract provide adequate compensation to provide the requested services; furthermore, any modification to the terms and conditions of this Contract will be requested in writing.

Subcontracts and Consultants: The DB ENTITY may use Subcontractors and Consultants upon written approval by the Department or by their inclusion in the Proposal. Consultants or Contractors to the DB ENTITY shall not be construed to have a contractual relationship between the Department and said consultant/subcontractor. The DB ENTITY holds the professional and contractual responsibility for any work performed or delivered under this Contract, regardless of whether the DB ENTITY or a consultant provided the work. Subcontracts for services under this Contract shall provide that work performed under such Subcontract shall be subject to provisions of this Contract and shall also provide that any duty or responsibility pertaining thereto, shall be accomplished to the benefit of the Department. Upon request, an electronic copy of each such Subcontract shall be furnished to the Department.

Understanding of Construction General Conditions: The DB ENTITY shall review and become familiar with the current MICHSpec and DCSpec General Conditions of the Contract for Construction and shall provide services and work consistent with these General Conditions. It is preferred that the DB ENTITY uses these General Conditions for its subcontracts for construction. The DB ENTITY may submit an alternate form of General Conditions for review by the Department. If approved, the DB ENTITY may use that alternate form of General Conditions.

Consultant: The DB ENTITY shall not employ nor consult with any firm(s) in completing its obligations who it anticipates will be a construction Bidder for the Project or any part thereof, unless specifically authorized, in writing, by the Department.

Cooperation with Department's Consultants: The DB ENTITY agrees to cooperate with any Consultant retained by the Department.

Cooperation and Coordination with State Employees: The Project Director, the OFR, or other State employee(s) may perform duties or activities analogous or parallel to the DB ENTITY's services outlined under this Contract. Notwithstanding these activities, the DB ENTITY shall provide all the services required under this Contract.

Construction Means and Methods: The DB ENTITY, through its subcontracts or by self-performing construction activities, shall be responsible for construction means, methods, techniques, sequences, procedure, and supervision or for safety precautions and programs in conjunction with the Project. The DB ENTITY is responsible for its internal safety policies, procedures, equipment, and precautions.

Increased Compensation for Additional Project Scope: The DB ENTITY shall immediately inform the Department whenever it believes the scope of services included in this Contract would be exceeded. The DB ENTITY's base services fee may be increased only upon an accepted and approved Contract Modification (DTMB-0410)

Increased Compensation for Bulletins and Change Orders: The DB ENTITY's base services fee will be increased for the preparation of Bulletins and Contract Change Orders resulting from increases in the scope of work or previously unknown field conditions, as approved by the Project Director, on an hourly billing rate basis.

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 DB ENTITY and the Project Director.

Addenda and Bulletins: Upon notice or discovery, and as directed by the Project Director through issue of a Bulletin Authorization, the DB ENTITY shall perform the required services to issue Addenda to the Bidding Documents, or Bulletins to the Contract Documents, to correct or clarify errors, omissions, or ambiguities, without additional compensation.

Coordination and Communication: Coordinate the DB ENTITY's staff, Consultants, and all other Project related resources. Preside at all Project related construction meetings. Prepare and distribute copies of minutes of all meetings, correspondence, memoranda, records of telephone or other conversations and communications, and reports of all on-site visitations. Where essential or significant information is established or evaluated, where critical problems are identified, and/or where critical decisions are made outside meetings, incorporate a record of such into the next meeting record or provide and distribute written record to the Department and participants within two (2) business days following the date of occurrence. Otherwise meeting minutes shall be distributed within five (5) business days, as the Department may direct.

The DB ENTITY's study and design/build construction schedule shall be detailed, dated, and time sequence related for all services appropriate for the scope of work.

The DB ENTITY shall field check and verify the accuracy of all drawings and any data furnished by the Department, the State/Client Agency, or any other Project related source.

Professional Services and Instruments of Service Review: The Department shall review and accept or reject the DB ENTITY's submittal of the respective phases of study or design services, Instruments of Service, and/or construction services, for conformance with the provisions of this agreement. The Department may require a written response to all questions and concerns raised regarding such services. The Department's review and any acceptance of the DB ENTITY's submittals does not relieve the DB ENTITY of its responsibilities. The Department will perform reviews and respond with comments, direction, or decisions promptly. The Department will coordinate Client Agency and Department staff comments prior to issuance.

Construction Inspection and Construction Administration: Where the DB ENTITY's Contract includes provision and administration of construction contracts, the DB ENTITY shall use the Department's "DTMB-0460 Project Procedures" package of forms and documents as included in the attached appendices.

Final Design/Build Bidding Documents and Review: The DB ENTITY shall provide their Bidding Documents for review to the Project Team at 50 and 90 percent (%) completion and incorporate all required modifications and comments. If the final design appears to exceed the Project Budget, review with the Department cost reduction options and incorporate them with the Department's concurrence. Determine and confirm, in writing, the final design/build can be achieved within the Project Budget. Obtain written approval of the final Bidding Documents from the Department.

Code Compliance: The DB ENTITY'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. The DB ENTITY shall advise and assist the Department with decisions on the Americans with Disabilities Act accessibility compliance. Assist the Department in obtaining approval of the Project and its design by appropriate governmental regulating and/or code enforcement authorities. Soil Erosion and Sedimentation Control plans/drawings will be submitted to the Department, no later than at the final design, 90 percent completion submittal stage. Submit documents to the Department of Labor and Regulatory Affairs (LARA) 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 Contract Bidding Documents. Follow through to ensure issuance of the construction codes and permits approvals. Secure all required design approvals before proceeding to construction. Any approval secured does not relieve the DB ENTITY from complying with the construction field Inspections review/enforcement requirements. Design code compliance and plan review approval fees shall be paid by the DB ENTITY and will be compensated by the Department to the DB ENTITY as an authorized Contract reimbursable expense.

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, prior to the renovation and/or during the new construction work of the Project. Hazardous materials testing and removal will be performed by the Department, with other Professionals, by separate Contract, who are licensed and insured to perform this service. Coordinate the services of this Contract with any hazardous material removal services required to implement this Project.

Sustainable Design and Construction: Sustainable Design and Construction practices shall be used wherever possible by the DB ENTITY.

Specifications: Performance specifications shall be used when feasible. If performance specifications are not feasible, the DB ENTITY shall name at least three (3) acceptable materials, products, or systems; and the specifications shall contain an "or equal" clause. Whenever possible, recycled materials and/or products produced in the State of Michigan, shall be named and given first preference. Proprietary specifications or allowances may be permitted, with the Department's acceptance and written approval, but only for special, unavoidable conditions.

Provide specifications, when requested by the Department, for purchasing or construction bidding items necessary to be pre-purchased through existing State Contracts, direct Bid materials, or equipment. Copies of the latest "State of Michigan Building Products List" may be obtained through the "Contract Connect" internet web site at <http://www.michigan.gov/buymichiganfirst/0,1607,7-225-48676-209976--,00.html>.

Checking Contract Documents: Check and coordinate all Contract Documents for completeness and accuracy. Cross-check and coordinate the requirements of all Contract Documents, including specifications, between the design disciplines for completeness, accuracy, and consistency.

Construction Bidding and Contracting Procedures: The DB ENTITY shall prepare and distribute Bidding Documents and instructions as required to accommodate predetermined construction Bid packages and/or Phases, conduct pre-bid meetings, and issue complete preconstruction Addenda to all qualified construction Bidders as required. Exert every practical means to obtain several, qualified, construction Bidders for every Construction Contract. The Department will make its online bidding advertisement system available. The DB ENTITY will be compensated by the Department with a Contract Change Order for providing the services necessary to rebid the Project for reason of defaulted or disqualified construction Bidder(s) or unacceptable price range as required by the Budget. The DB ENTITY's construction bidding and contracting services are not complete until: (1) The lowest responsive, responsible, qualified construction Bidder's Bid has been selected and accepted by the Department; and (2) The lowest responsive, responsible, qualified construction Bidder's Construction Contract has been fully executed by the construction Bidder and the DB ENTITY.

Construction Bid Evaluation and Recommendation of Construction Contract Awards: Monitor, review, evaluate, and provide the Department with written recommendations for the apparent lowest responsive, responsible, qualified, construction Bidder within five (5) business days of the date of the Department's construction Bid opening. Exempt from recommendation any firm that the DB ENTITY has business association with this Project, and any firm(s) having any Consultant the DB ENTITY has used in preparing the final Contract Documents or for any estimating work related to the Project. The DB ENTITY shall conduct pre-contract meetings with responsive, responsible, qualified, construction Bidder(s) to review, at minimum, the following items: (1) The design intent of the DB ENTITY's final Contract Documents; and (2) To advise and assist the Construction Contractor(s) in understanding the requirements of the General Conditions, scope of work, and its Construction Contract award procedures. If applicable, the DB ENTITY firm shall use the MICHSPEC (Long Form) during the Project Construction Bidding and the Construction Contract Award.

Safety: 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 DB ENTITY shall inform the Construction Contractor(s) of the situation and their observations. The DB ENTITY shall immediately record and report such situations to the Department and certify any accrued Project costs in writing.

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

Establish and maintain effective construction Phase administration, office procedures, systems, and records to progressively, and exclusively, manage and control the DB ENTITY'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 DB ENTITY's Phase 500 - Final Design Contract Documents/architectural and engineering drawings and specifications requirements.

Final Design/Build Correction Procedures: Correct, at no additional cost to the Department, any final design/build errors or omissions and/or other Project related deficiencies identified during the Construction Phase. All reproduction costs for design interpretation clarifications and Bulletins related to the DB ENTITY's final design/build errors or omissions and similar, or avoidable costs shall be accounted as part of the DB ENTITY firm's calculated mark-up. Provide design clarifications and interpretations of the Contract Documents requirements necessary to: (1) Adequately describe the Project work; (2) Adapt final design/build documents to accommodate on-site 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 respective change in cost to the State, the DB ENTITY will 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 revise the DB ENTITY firm's original final design/build drawings and specifications as appropriate to the Project scope. Marking and initialing of drawings is not an acceptable form of written instruction.

Shop Drawings/Submittals/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 DB ENTITY. Maintain a record of all required, received, rejected, and approved submittals of shop drawings, color/material samples, finishes, and other items requiring the DB ENTITY'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 Project completion date.

No design revisions will be made as part of the DB ENTITY's review and approval of shop drawings, or other submittals. In addition to all other functions, the DB ENTITY's approval of shop drawings shall verify the submittals furnished conforms to the design intent of the Contract Documents.

Provide written approval or rejection of shop drawings within ten (10) business days of receipt. Provide and distribute approved submittals as directed by the Department.

Construction Schedule Progress: Monitor, evaluate, and provide timely action, as necessary, to achieve the Project on time and on schedule. 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). 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 DB ENTITY 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 DB ENTITY's technical review and evaluation 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 DB ENTITY, and the Department regarding the time extension.

Where the Project is not substantially complete on the Construction Contract completion date, the DB ENTITY may be liable for withholding of liquidated damages.

Construction Testing Program: Monitor, evaluate, and provide timely action 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/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 DB ENTITY's approval or disapproval within five (5) business days of receipt of the report. Direct the Construction Contractor(s), in writing, to take appropriate, corrective, or replacement measures within a prescribed time period for any construction test reports not meeting the Construction Contract requirements. Follow up, as appropriate, to require the Construction Contractor(s) to achieve the design intent of the DB ENTITY's final design Contract Documents, drawings, and specifications and avoid delays to any element of work which may, in the DB ENTITY'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 DB Entity performance text.

Construction Management and Inspection: The DB ENTITY shall provide and record sufficient field Inspections of the Project to administer the Project, as directly related to the degree of Project complexity and scope of work, 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 progress and payment meetings. The DB ENTITY shall use only personnel having such professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The DB ENTITY 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 DB ENTITY, in writing, of their unacceptable performance.

All construction progress Inspections shall be recorded in the form of a written report to the Department and the Construction DB Entity 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 schedule; (3) Review the installation and determine the acceptability of preparations for, and installation of, pending critical components and activities; and (4) The Inspection of Project construction work completed or in progress by the DB Entity to determine and verify, in writing, to the Project Director and Owner's Field Representative that the quantity and quality of all Project construction work is in accordance with the Contract Documents.

The DB ENTITY shall review the Project construction work in place and that which is sequentially planned. The DB ENTITY shall determine whether the actual Project construction schedule progress appears to be in accordance with the approved construction schedule and whether the quality of the work appears to be in accordance with the design intent of the Contract Documents and is without apparent defects or deficiencies. No on-site advertising by, or of, the DB ENTITY or Project signs other than those appropriate to locate an approved field office will be permitted.

Problem Solving Meetings: Conduct and record problem solving meetings between the DB ENTITY and its Consultants, the Construction Contractor(s), their subcontractors, the Department, Project Director, and their Owner's Field Representative, and any construction managers and other affected parties, on-site or elsewhere to assess the construction work progress. 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 requirements may require, and/or shall be at such time as the Construction Contractor(s), the DB ENTITY, the Department, Project Director, Owner's Field Representative, and any construction manager agree is appropriate to the Project 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 Contract completion date.

Progress Meetings: Conduct and record monthly scheduled Project construction progress meetings with the Department, Project Director, Field Representative, the State/Client Agency, the Construction Contractor(s), and any construction manager. Assess work progress and provide timely action as necessary to maintain the work schedule and respond to and resolve all design related and construction items affecting the Project cost and be in compliance with the Contract Documents.

Final Project Inspection: Conduct final construction field Inspections of the Project, in concert with the Construction Contractor(s), the Department, Project Director, 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, verify, in writing, each Construction DB Entity has achieved Substantial Completion, prepare Punch List(s) items, and determine the status of any part of the Project work where the Department intends to take beneficial use or occupancy. Verify to the Project Director and OFR, in writing, the completeness and accuracy of the Construction Contractor's as-built drawings and identify any corrections required.

Construction DB Entity Performance: Monitor and evaluate the Construction Contractor(s) performance and provide timely action to cause the Construction Contractor(s) to correct their construction deficiencies. With the Department's concurrence, the DB ENTITY may direct, in writing, the exposure and testing of any Project construction work, already in place or covered, which the DB ENTITY, and/or the Department, believes may not meet the design intent of the DB ENTITY's final design requirements.

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

Deficient Performance: Upon identification of deficient performance, where the Construction DB Entity fails to provide timely or acceptable performance, the DB ENTITY 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 DB ENTITY'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 DB ENTITY's final design drawings and specifications requirements; and (3) Specify a time and date for the Construction DB Entity to begin active and continuous work towards Contract compliance with a specific time and date for completion.

Bulletin Authorization: Request authorization to issue each individual Bulletin. The DB ENTITY 's Bulletin Authorization request will: (1) Identify the problem requiring the change; (2) Describe clearly if such problem arises from the final design/build 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 DB ENTITY's opinion which part, if any, of the design and/or construction costs are the obligation of the State, the DB ENTITY or the Construction Contractor. Include a Contract Modification request for any work outside the scope of work. Identify any anticipated schedule implications.

Bulletins: All reproduction costs for design interpretations and clarifications and Bulletins related to the DB ENTITY's final design/build errors or omissions and similar, or avoidable costs shall be accounted as part of the DB ENTITY's calculated mark-up. Describe, by Bulletin, design revisions necessary to correct the final design/build errors or omissions, to address previously unidentified on-site field design conditions, to reduce costs, and for all other matters approved by the Department involving costs or credit to the State. Postponement of action on items in order to accumulate multi-tem 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. All Bulletin revisions shall be incorporated, by the DB ENTITY, into the appropriate originals of all applicable Contract Documents. Revised drawings and specifications shall be issued as part of any Bulletin. Each Bulletin shall prescribe a schedule for the Construction Contractor's response. Provide copies of each Bulletin to the Department and distribute as the Department may direct.

Evaluate the Construction Contractor's price quotation(s). Review and attempt to negotiate with the Construction DB Entity 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.

Payment Procedures: Monitor, evaluate, and provide timely administrative action, as necessary, to certify or reject, as appropriate, and process the DB ENTITY's subcontractors and consultants schedule of costs and monthly submitted payment requests.

The DB ENTITY will certify or reject all submitted payment requests from its subcontractors and consultants, in writing, within ten (10) business days of receipt in the DB ENTITY's office. The DB ENTITY shall determine and certify to the Department, in writing, the dollar amount to be due in the subcontractor/consultant's monthly payment request. or the DB ENTITY shall return the payment request, with explanation, rejecting the payment request certification. If a payment request is rejected, the request shall be returned to the submitting party accompanied by a written explanation, and a copy shall be given to the Department's Project Director. If a payment request is returned to the DB Entity or subconsultant, that entity shall make the necessary corrections and resubmit that payment request to the DB ENTITY.

The DB ENTITY will issue a payment certification only pursuant to a correctly prepared and accurate payment request and only for acceptable work. Payment certification shall constitute a written representation by the DB ENTITY, that based on their on-site field Inspections, evaluations of field reports, test results, and other appropriate and available factors, the quantity and quality of work for which the payment request is certified has been accomplished in accordance with the Contract and if applicable, materials are properly stored on or off-site.

No payment 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 Contract completion date which does not provide for withholding of assessable and/or projected liquidated damages. Pursuant to the Department's notification, the DB ENTITY'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 DB Entity or any DB Entity or sub supplier thereof (See attached Appendix – Project Prevailing Wage Trade Labor Rates).

Punch List: Prepare and distribute, as required, Punch Lists for each Construction Contract. Prescribe a reasonable time schedule for completion of all items, and identify an amount to be withheld from payment consisting of a minimum of two (2) times the estimated value of the unacceptable construction work plus an amount sufficient to assure available 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 DB Entity of any delinquent Punch List construction corrections and take appropriate action.

Close-Out Procedures: Within thirty (30) calendar days after Substantial Completion of the Project, provide to the Project Director: (1) All Project code compliance approvals; (2) Final Inspections; (3) Final occupancy permits; (4) As-built drawings; (5) Copies of "Operation and Maintenance Manuals" of the Project systems; and (6) Equipment warranties and guarantees.

Operation and Maintenance Manuals: Provide three (3) hard copies and two (2) electronic copies of "Operation and Maintenance Manuals" of the Project systems and equipment. These manuals shall include copies of reduced size, as-built drawings, specifications, and all instructions published or furnished by respective manufacturers, construction code compliance certificates, and guarantees. The manuals shall also include a complete description of the DB ENTITY firm's final design/build intent concepts, operation, and required maintenance of each system. Participate in the Construction Contractor's start-up and training instruction of the State/Client Agency personnel in the operation and use of the Project systems.

As-Built Documents: Provide as-built drawings incorporating and depicting all construction modifications, additions, and deletions made either by Addendum, Bulletin, supplemental written instructions, and the written notations into the Contract Documents within thirty (30) calendar days after Substantial Completion of each Project. The DB ENTITY shall provide the following two (2) types of as-built documents for Project close-out: (1) One (1) set of legible/reproducible mylars and (2) two (2) sets of computer compact disks (CD's) of completely updated, as-built, original tracings of the Contract Documents. The CD's shall be in an Auto CAD format that is "Auto CAD readable" and conform to the American Institute of Architects (AIA) National CAD Standard format. The as-built documents shall be free of the DB ENTITY's original final design errors and omissions.

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. Where any element of claims or subsequent litigation, are based, in whole or in part, upon any deficiency or delinquency in the DB ENTITY's services, the DB ENTITY shall provide, in a timely manner, all 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 DB ENTITY's obligation, if any, for the costs of such services and/or for any costs incurred by the Department for which performance by the DB ENTITY may be responsible or contributory. Billing under this claims Task will be in accordance with an appropriate Contract Modification and/or Contract Change Order.

ARTICLE 2 COMPENSATION

Compensation to the DB ENTITY for their services shall be on an hourly, billable rate basis for services rendered by salaried and non-salaried personnel, technical, and non-technical support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the fee authorized for that Phase, unless so authorized in writing by the Department's approved Contract Change Order. Services shall not be performed, and no Project expense shall be incurred by the DB ENTITY prior to the issuance of a written and signed Contract and a DTMB Form 0402 - Contract Order. The DB ENTITY may not incur costs, or bill the Department, for services in excess of the estimates established for this Project, without the prior written agreement of the Department. The attached proposal prepared by the DB ENTITY 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.

Other compensation for the DB ENTITY firm shall be determined using the DB ENTITY's current hourly billable rate for employees performing a direct service for the Project. Billable rates shall not change during the life of this Contract without written approval by the Department.

2.1 **ARCHITECTURAL AND/OR ENGINEERING DESIGN/BUILD SERVICES:** These are the DB ENTITY's staff members who work at or with the DB ENTITY's Consultant's offices while supporting the Department's Project needs. These individuals will be invoiced based on their hourly billable rates as shown on DB ENTITY Hourly Billing Rate Compensation form.

- 2.2 CONSTRUCTION SERVICES/TRADE LABOR/SUBCONTRACTORS: Includes the labor, equipment, material, and supervision required to provide all construction and maintenance work for this Contract. The physical work activities may be performed by a combination of tradesmen or subcontractors selected, through a public advertisement or other competitive Bid selection process, preapproved by the Department. The final selection process shall be performed by the DB ENTITY. In an emergency situation, this work may be performed on a time-and-materials basis, with the complete, prior knowledge and approval of the Department.

For the physical work activities themselves (includes construction and maintenance), the DB ENTITY will invoice for actual costs incurred, based upon a Not-to-Exceed estimate provided and approved prior to initiation of the work itself for each Project. All trade labor work will be invoiced as specified in the attached Appendix – Project Prevailing Wage Trade Labor Rates.

- 2.3 CONSTRUCTION/GENERAL CONDITIONS: The General Condition items are estimated as part of the Project cost. This estimate shall be regarded as a Not-to-Exceed number, against which only actual Project costs will be charged.

The General Condition material items shall be invoiced to the Department on an actual cost incurred basis. All project labor for approved self-performed work will be invoiced at the actual attached payroll hourly billing compensation rates provided by the DB ENTITY and their Consultant's and identified and listed in this article.

- 2.4 CONSTRUCTION SERVICES/MANAGEMENT SERVICES: The management effort required to support the design/build, procurement, implementation, and close-out process will also be invoiced to the Department. Project services will include estimating, scheduling, Bid and award, scope of work determination, cost tracking, reporting, etc.

The actual Project costs shall be allocated in the following manner:

1. Hourly billing rates for actual costs, charged either to the Projects, or to a central account, i.e., grounds and maintenance overhead.

The management effort required to deliver the Project will be included as part of the Project Delivery cost on a Not-to-Exceed basis. Only the actual cost of personnel utilized will be charged to the Project based on their hourly billable rates as shown on the DB ENTITY Hourly Billing Rate Compensation form.

- 2.5 CONSTRUCTION SERVICES/OVERHEAD AND PROFIT FLAT FEE: All the cost factors presented above are actual out-of-pockets expenses to the DB ENTITY to directly perform the work. In order to compensate the DB ENTITY and their Consultant(s) for indirect overhead and profit, the DB ENTITY requests that a flat fee percentage be applied to all actual costs identified in Articles 2.2 and 2.3 as noted on their proposal cost breakdown.

- 2.6 EMPLOYEE HOURLY BILLABLE RATES: The employee hourly billable rates and ranges shall be as shown on the DB ENTITY Hourly Billing Rate Compensation form. 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 DB ENTITY and their Consultant shall provide only one (1) Key Principal (Chief Executive Officer) Personnel from each design discipline to contribute direct services to this Project.

- 2.7 HOURLY BILLING RATES: Hourly billing rates will include all direct and indirect costs to the State for the DB ENTITY's services under this Contract other than the authorized and approved reimbursements (See attached Appendix). Hourly billing rates shall be based on the DB ENTITY'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 DB ENTITY's use of providing different hourly billing rates for different Phases is not allowed.

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 DB ENTITY's Michigan office. The cost of all telephone-related services computer costs/operating costs and time, and all reproduction services (except final design Contract Bidding Documents/final design drawings and specifications) and where specifically authorized elsewhere in this Contract, the reproduction of final design Contract Documents for legislative presentation. The hourly billing rate also includes, all reproduction costs for study/design interpretations, study/design clarifications and Bulletins related to the DB ENTITY's Phase 500 - Final Design Contract Documents study/design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, study/design interpretations, or construction on-site/field Inspections), and similar, or avoidable costs shall be accounted as part of the DB ENTITY's calculated hourly billing rates. 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, typing/word processing, editing, and clerical services utilized in any way for the Project as well as other nontechnical and/or overhead employees. All other direct or indirect monetary costs, including that of processing the costs of the DB ENTITY's Consultant's, and reimbursable expense items shall be included. The hourly billing rate also includes all profit without regard to its form or distribution.

Project related travel for Projects **more than** one hundred (100) miles in each direction from the DB ENTITY's Michigan office shall be treated as an authorized reimbursable expense at the State of Michigan's current travel rates (See Article 2.9 text of this Contract).

The DB ENTITY's calculated hourly billing rates, 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.

Upon request, all hourly billing rates must be substantiated in writing and accompanied with records justifying each DB ENTITY's calculated hourly billing rates.

The hourly billing rates for the DB ENTITY may not be applied to the work of the DB ENTITY's Consultant's. Each Consultant must submit a separate hourly billing rate with proper documentation for the Consultant services they will provide. The hourly billing rates of the respective DB ENTITY's Consultant shall be used for that Consultant firm's personnel only. No mark-up may be applied by the DB ENTITY to their Consultant's firm's hourly billing rate(s) charges. The DB ENTITY's Consultant services shall be billed as an authorized reimbursable.

All Project reproduction costs for study/design clarifications and Bulletins dealing with the DB ENTITY's Phase 500 - Final Design Contract Documents study/design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, study/design interpretations, or construction on-site/field Inspections, or avoidable costs shall be accounted as part of the DB ENTITY's calculated hourly billing rates.

- 2.8 RANGE OF EMPLOYEE HOURLY BILLING RATES: The DB ENTITY shall identify the discipline service being provided and include the DB ENTITY's Consultant's technical employee(s) full payroll signature names and position classifications for the Project and their current hourly billing rates at the beginning of the Project. Also, provide the technical employee(s) anticipated hourly billing rates at the end of the Project based on the DB ENTITY's estimated schedule duration. This range of current and anticipated hourly billing rates shall reflect the actual costs currently being paid to all of the DB ENTITY's Consultant's technical employees for the services within their specified position classification, and shall include any anticipated pay increases over the life of the DB ENTITY's Consultant's estimated Contract schedule. The range of hourly billing rates for any employee position or classification may not be changed without a Contract Modification approved by the Department in writing. No mark-up of the DB ENTITY's Consultant's hourly billing rates will be allowed.
- 2.9 DESIGN BUILD/DIRECT COST REIMBURSEMENT ITEMS: The DB ENTITY's Consultant services shall be treated as an authorized reimbursable expense item at a direct cost. Reimbursement of authorized expense items is intended only as a means to compensate the DB ENTITY for their direct costs. The DB ENTITY shall be responsible for: (1) The selection of the supplier of their professional services or materials; (2) The coordination, adequacy and application of their professional services, whether provided by the DB ENTITY's staff or provided by their Consultant; and (3) Any Project costs that exceed the Contract per Phase reimbursement Budget.

ARTICLE 3: PAYMENTS

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

- a) Phase/Task Numbers for the professional services provided for the Project scope of work.
- b) Name of individual providing professional service and position/classification title as defined in the Article 2 - Compensation text.
- c) Hours worked: Authorized reimbursable expense items provided.
- d) Current hourly billing rate charges for each individual position classification.
- e) Copy of certified on-site visitation log or site visit report showing time on-site.
- f) Receipts for authorized reimbursable expense items.
- g) Itemized invoices from each of the DB ENTITY's and their Consultant(s) documenting that firm's professional services charge and the Project work related services provided.

ARTICLE 4: ACCOUNTING

The DB ENTITY shall keep current and accurate records of Project costs, expenses of hourly billing rates, authorized reimbursable expense items, and all other Project related accounting document costs to support the 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 DB ENTITY and their Consultant. The State of Michigan reserves the right to conduct, or have conducted, an audit and Inspection of these Project records at any time during the Project or following its completion.

ARTICLE 5: INSURANCE

The DB ENTITY 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 DB ENTITY's services under this Contract, whether such service is performed by the DB ENTITY or performed by any of the DB ENTITY's Consultant's or by anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable. The following insurance policy limits described below are intended to be the minimum coverage acceptable by the State:

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

- (a) The DB ENTITY 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 DB ENTITY's, Consultants, Contractor, or a Subcontractor's performance, including any person directly or indirectly employed by the DB ENTITY, Consultant, Contractor, or a Subcontractor, or any person for whose acts the aforementioned may be liable.
- (b) The DB ENTITY waives all rights against the State for the recovery of damages that are covered by the insurance policies the DB ENTITY is required to maintain under this Section. The DB ENTITY'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 authorized by the Department of Licensing and Regulatory Affairs, Office of Financial and Insurance Regulation to do business, as an insurer, in the State of Michigan. 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 DB ENTITY's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.
- (g) The DB ENTITY 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 DB ENTITY 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 DB ENTITY to any indemnified party or other persons.
- (i) The DB ENTITY is responsible for the payment of all deductibles.
- (j) If the DB ENTITY 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 DB ENTITY at least 30 day notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the DB ENTITY or require the DB ENTITY 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 DB ENTITY must provide Workers' Compensation and Employer's Liability coverage according to applicable laws governing work activities in the state of the DB ENTITY's domicile. If the applicable coverage is provided by a self-insurer, the DB ENTITY must provide proof of an approved self-insured authority by the jurisdiction of domicile.

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

5.2 Owner's Liability Insurance

The DB ENTITY shall purchase, maintain and submit to the Owner an Owners and Contractors Protective (OCP) Liability Insurance policy, issued on an occurrence basis, naming the Owner as named insured.

The OCP insurance shall be primary insurance for the Owner and serve in place of adding the Owner as an insured in the Contractor's policy. The OCP insurance shall be obtained from the insurer providing the Contractor's liability insurance to avoid duplication of coverage.

The OCP policy limit shall be \$1,000,000.00 combined single limits, bodily injury, and property damage and shall not contain any exclusion relative to any supervisory functions by the Owner which may arise out of or result from operations under the Contract.

5.3 Motor Vehicle Insurance

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

5.4 Commercial General Liability Insurance

For claims for damages because of bodily injury or death of any person, other than the DB ENTITY'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 DB ENTITY 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 DB ENTITY also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

Minimal Limits:

\$1,000,000 Personal & Advertising Injury Limit;
\$1,000,000 Each Occurrence Limit;
\$2,000,000 General Aggregate Limit other than Products/Completed Operations; and
\$2,000,000 Products/Completed Operations Aggregate Limit.

5.5 Construction Manager's Professional Liability Insurance

For claims for damages arising out of an error, omission or negligent act in the performance of Construction Management/General DB Entity services, subject to limits of liability of not less than \$1,000,000 each claim and an annual policy period aggregate of not less than \$2,000,000.

5.6 Professional Liability Insurance (Errors and Omissions)

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

Minimal Limits:

\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

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

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

5.7 Umbrella Insurance

Minimal Limits:

\$2,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

5.8 Property Insurance (Builder's All Risk Insurance)

The Owner or its designee shall purchase and maintain property insurance for one hundred percent (100%) of the actual cash replacement value of the insurable Work while in the course of construction, including foundations, unless foundations are specifically excluded, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structure. The property insurance also shall cover temporary structures, materials and supplies of all kinds, to be used in completing the Work, only while on the building site premises or within five hundred (500) feet of the site. The property insurance shall insure the interests of the Owner, DB ENTITY, Construction DB Entity and all Subcontractors and Suppliers at any tier as their interests may appear. The property insurance shall insure against "all risk" of physical loss or damage to the extent usually provided in policy forms of insurers authorized to transact this insurance in Michigan and shall be subject to a deductible of \$10,000.00 dollars for each loss occurrence. A copy of the master insurance policy will be kept at the Department for review by the DB ENTITY.

The DB Entity shall cooperate with the Owner in determining the actual cash replacement value of any insured loss. Any deductible amount shall be assumed or shared by the DB Entity and Subcontractors, at any tier, in accordance with any agreement the parties in interest may reach.

The Owner shall purchase and maintain for its benefit boiler and machinery insurance for boiler and machinery required to be registered and inspected by Law.

Contractual Liability Insurance for claims for damages that may arise from the DB ENTITY'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 DB ENTITY must require any Subconsultant / DB Entity to purchase and maintain the insurance coverage required in this Article. Alternatively, the DB ENTITY may include a Subconsultant / DB Entity under the DB ENTITY's insurance on the coverage required in that Section. The failure of a Subconsultant / DB Entity to comply with insurance requirements does not limit the DB ENTITY'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 DB ENTITY'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 DB ENTITY 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 DB ENTITY's services under this Contract, whether such service be by the DB ENTITY or by any of the DB ENTITY's Consultant(s) or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The following insurance policy limits described below are intended to be the minimum coverage acceptable by the State:

The DB ENTITY and the Construction DB Entity shall provide and maintain performance/labor, material and payment bonds as designated in the Department's, "MICHSPEC 2001 Edition of The Owner and DB Entity Standard Construction Contract and General Conditions for Construction" or the current Department's, "DTMB Short Form 0401 - Proposal and Contract/Front-End Package for Small Projects for Professional Services Contractors (PSC) with General Conditions for Construction and Instructions to Bidders" general conditions.

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

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

ARTICLE 6: INDEMNIFICATION

(a) To the extent permitted by law, the DB ENTITY 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 DB ENTITY in the performance of this Contract and that are attributable to the negligence or tortious acts of the DB ENTITY 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 DB ENTITY 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 DB ENTITY 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 DB ENTITY 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 DB ENTITY 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 DB ENTITY's opinion be likely to become the subject of a claim of infringement, the DB ENTITY shall at the DB ENTITY'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 DB ENTITY, (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 DB ENTITY, (iii) accept its return by the State with appropriate credits to the State against the DB ENTITY'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 DB ENTITY 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 DB ENTITY, 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 DB ENTITY under this Contract.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

All Contract Documents, Instruments of Service, drawings, specifications, reports, photographs, or other Project related documents prepared and furnished by the DB ENTITY and their Consultant shall become the property of the State upon their request, in writing, by the State or upon the prior termination of the DB ENTITY's services hereunder, and the DB ENTITY shall have no claim for further employment or additional compensation as a result of this action taken by the State to request full rights of ownership of these documents and materials.

ARTICLE 8: TERMINATION

The State may, by written notice to the DB ENTITY, terminate this Contract in whole or in part at any time, either for the State's convenience or because of the failure of the DB ENTITY to fulfill their Contract obligations. Upon receipt of such notice, the DB ENTITY 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 DB ENTITY 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 DB ENTITY 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 DB ENTITY 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 DB ENTITY 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 9: SUCCESSORSHIP AND ASSIGNS

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

ARTICLE 10: GOVERNING LAW

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

ARTICLE 11: NONDISCRIMINATION

In connection with the performance of the Project scope of work under this Contract, the DB ENTITY and their Consultant agrees as follows:

- a) The DB ENTITY 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 DB ENTITY will provide equal employment opportunities to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The DB ENTITY will, in all solicitations or advertisements for employees placed by or on behalf of the DB ENTITY, state that all qualified applicants will receive equal employment opportunity consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.
- c) The DB ENTITY 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 DB ENTITY's nondiscrimination commitments under this article.
- d) The DB ENTITY 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 DB ENTITY 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 DB ENTITY and of each of their Consultant(s). The DB ENTITY 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 compliance with this Contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to the 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 DB ENTITY 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 DB ENTITY 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 DB ENTITY 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 DB ENTITY 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 DB ENTITY shall also comply with the provisions of the 1976 PA 220, as amended, concerning the civil rights of persons with physical or mental disabilities.
- h) The DB ENTITY will include, or incorporate by reference, the nondiscrimination provisions of the foregoing paragraphs a) through g) in every subcontract or purchase 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 the DB ENTITY and each of their Consultant's or seller.

ARTICLE 12: CONTRACT CLAIMS AND DISPUTES

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

ARTICLE 13: COMPLETE AGREEMENT - MODIFICATION

This Contract constitutes the entire agreement as to the Project between the parties. Any Contract modification of this Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the DB ENTITY and their Consultant(s) for correcting, or for responding to claims or litigation for the DB ENTITY and their Consultant(s) final design/build Contract Documents/architectural and/or engineering design/build errors, omissions or neglect on the part of the DB ENTITY and their Consultant(s).

APPENDIX I

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design and Construction Division
3111 W. St. Joseph Street
Lansing, Michigan 48917

FILE NUMBER VARIOUS	INDEX NUMBER(S) 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 Design Build Minor Projects - primarily located in the Lansing and Metro Detroit areas		
PROJECT ADDRESS (if applicable) VARIOUS		
CLIENT AGENCY CONTACT VARIOUS		TELEPHONE NUMBER
DTMB - DCD PROJECT DIRECTOR Tim Hall		TELEPHONE NUMBER 517-881-4173
WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION: None		
PROJECT DESCRIPTION/SERVICES REQUESTED Provide Minor Project Design Build services on an Indefinite-Scope Indefinite Delivery (ISID) basis for a variety of state funded minor projects. Projects will be primarily located in the Lansing and Metro Detroit areas. Project types expected include light framing, drywall, finishes, electrical, mechanical, HVAC and exterior site improvements, typically in occupied buildings. ISID contracts will be used for minor, emergency, and/or routine projects. Most projects will be below \$250,000.00 total cost.		
NIGP CODES 90625; 90638; 90644; 90652; 90656; 90922; 90976; 91036; 91051; 91060; 91065; 91066; 91075; and 91078		
DESIRED SCHEDULE OF WORK Dependent on the assigned project		
SPECIAL WORKING CONDITIONS Working on-site and near the vicinity of the assigned projects		
ACCEPTING RFP QUESTIONS UNTIL: Thursday, December 12, 2019 at 12:00 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, DEQ, 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)

Request for Proposal

APPENDIX II

DEFINITION OF TERMS

DEFINITION OF TERMS:

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 Design and Construction Consultant prior to the execution of the Construction Contract which modify or interpret the Bidding Documents 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 Addendum; and (5) Specify the date of Addenda issuance. The Addenda are intended to become part of the Project Bidding and Contract Documents when the Construction Contract is executed.

AS-BUILT RECORD DOCUMENTS: Original tracings on mylar plus two sets of computer compact disk (CD's) depicting 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.

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

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

BIDDING DOCUMENTS: The DB ENTITY's final Bidding Documents shall consist of the final design architectural and/or engineering drawings and specifications, any issued Addenda, special, general and supplemental conditions of the Construction Contract, and modifications, if any, to standard forms provided by the Department. Such forms consist of the Project advertisement, the instructions to construction Bidders, the proposal forms, general, supplemental, and any special conditions of the Construction Contract, and the form of agreement between the Department and the Construction DB Entity 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 amount to be provided by the State of Michigan and available for a specific purpose or combination of purposes to accomplish the Project requirements for this Contract. The Budget does not equal the Construction Budget.

BULLETIN: A standard document form (DTMB-485, Bulletin Authorization No. and the DTMB-489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders) used by the Department to describe a change in the Project scope of work under consideration by the Department and the Professional.

CONSTRUCTION BUDGET: The sum of monies available to the State for construction of the Project.

CONSTRUCTION CONTRACT: A separate agreement between the Construction DB Entity 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 entity under a separate Contract to the Department for construction services.

CONSTRUCTION/GENERAL CONDITIONS: All of the labor, equipment, and materials required to directly support the construction Phase service process but does not include the actual construction itself. Typical items include clean-up, field supervision, temporary protection, trucking, signage, etc.

CONSTRUCTION INSPECTION SERVICES: The DB ENTITY's field Inspections of the Project during the construction Phase of this Contract.

CONSULTANT: Any individual, firm, or employee thereof, not a part of the DB ENTITY's staffs, but employed by the Design and Construction Consultant's firm and whose professional service cost is ultimately paid by the Department, either as a direct cost or reimbursement. Also included are individuals and firms whose management and/or direction of services are assigned to the Design and Construction Consultant as provided elsewhere in this Contract.

CONTRACT CHANGE ORDER: A form (DTMB-403) that amends the Contract Documents for changes in the Department's approved and attached Appendix – Project/Program Statement scope of work or an adjustment in Contract price and/or Contract time, or both.

CONTRACT DOCUMENTS: The DB ENTITY's architectural and/or engineering plans/drawings, specifications, Construction Contract, Instructions to Bidders, proposal, Bidding Documents, agreement, conditions of the Contract, payment bond, performance/labor and material bond, prevailing wages, all Addenda, and attachments necessary to comprise a Construction Contract for the Project.

CONTRACT MODIFICATION: A form (DTMB-410) amending the Contract. Any Contract Modification of this Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Design and Construction Consultant for correcting, or for responding to claims or litigation for, the Contract Documents study/design errors, omissions or neglect on the part of the Design and Construction Consultant

CONTRACT ORDER: A form (DTMB-402) issued and signed by the Department authorizing a DB ENTITY to: (1) Begin to incur Project expenses and proceed with the Project; and (2) Provide the professional services stipulated in the fully executed Contract for the not-to-exceed dollar (\$) fee amount designated in the Phases of the Contract Order.

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

DESIGN AND CONSTRUCTION CONSULTANT (DB ENTITY): An individual, firm, partnership, corporation, association, or other legal entity who, with their Professional Design Consultants, are permitted by law to provide professional architecture, engineering, environmental engineering, land surveying, or landscape architecture design services along with construction management and general contracting services in the State of Michigan.

DESIGN AND CONSTRUCTION CONSULTANT (DB ENTITY) UTILIZATION MANUAL: Provides the Design and Construction Consultant and their Professional Design Consultant firm with instructions, standards and procedural information. This utilization manual for design/build Projects provides the Department of Technology, Management and Budget, State Facilities Administration, Design and Construction Division users with a definition of the Project implementation procedures and the responsibilities to initiate and implement the DB ENTITY's professional design/build services. The State of Michigan titles defined and used in this utilization manual are intended to be generic and may be modified to apply to each respective State/Client Agency facility location as required (See attached Appendix).

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

INSPECTION: The Design and Construction Consultant and its Consultants' examination of the Project construction work completed or in progress by the Construction DB Entity to determine and verify that based on the information, knowledge and belief of the Design and Construction Consultant, the quantity and quality of all Project construction work conforms to the design intent of the DB ENTITY's Contract Documents.

INSTRUMENTS OF SERVICE: The drawings, specifications, reports, renderings, models, approved copies of shop drawings, written and electronic data, electronic media and all such other documents and deliverables created by the Design and Construction Consultant in the fulfillment of this Contract.

KEY PRINCIPAL PERSONNEL/EMPLOYEE: A chief executive officer of the Design and Construction Consultant firm essential for the successful completion of the Project scope of work.

MAJOR PROJECT DESIGN MANUAL (MPDM): A form (DTMB-494) providing the Design and Construction Consultant with information regarding the Department's process and requirements for uniformity in the capital outlay process, design, and materials.

NOTICE OF AWARD: A written notice to the Construction Contractor, by the Department accepting the DB ENTITY's written recommendation to award the Construction Contract. The Notice of Award letter will also designate the Contract price and itemize the alternates that the Department, at its sole discretion, has accepted.

DEPARTMENT'S FIELD REPRESENTATIVE: An employee of the State under the direction of the Project Director who represents the Department and the State of Michigan in the field during construction.

PHASE: A discretely distinguishable design step necessary to produce the Project's scope of work requirements.

POST-BID ADDENDUM: An Addendum issued after the construction Bid opening to those construction Bidders who submitted a Bid, for the purpose of revising the scope of Project work and rebidding the Project work without re-advertising.

PROFESSIONAL, PROFESSIONAL DESIGN CONSULTANT: An individual, firm, partnership, corporation, association, or other legal entity permitted by law to sign and seal 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, land surveying, or landscape architecture services in the State of Michigan.

The Professional must also be legally permitted by the State'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.

PROGRAM STATEMENT: A statement comprising the Project Statement and a compilation of the sizes, numbers, adjacencies, properties, and types of spaces and qualities required to fulfill the needs of the Project.

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

PROJECT COST, TOTAL PROJECT COST: The total cost of a Project including site purchase, site survey and investigation, hazardous material abatement, construction, site development, new utilities, telecommunications (voice and data), professional fees, 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 professionally licensed Department employee responsible for directing and supervising the DB ENTITY's services during the life of this Contract.

PROJECT STATEMENT: The attached document defining the scope of work, describing the problem, justifying the Project, and providing a preferred resolution of the problem.

PROJECT TEAM: Group of individuals or entities consisting of the Design and Construction Consultant, the Project Director, the Department's Field Representative, a representative of the State/Client Agency, and others as considered appropriate by the Department.

PROPOSAL: The written document prepared by the Design and Construction Consultant in response to a request 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.

PSC: Professional Service Consultant. See PROFESSIONAL.

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

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 comply with 1994 Public Act 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control.

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, the end-user of the Project, which requires professional architectural and/or engineering design services. The term State/Client Agency does not include an institution of higher education or a community college under this contract unless specified by the Owner.

SUBSTANTIAL COMPLETION: The Project work, or a portion of the Project work designated in the DB ENTITY's Contract Documents as eligible for separate Substantial Completion, has been completed in accordance with the DB ENTITY's Contract Documents to the extent that the State/Client Agency can use or occupy the entire Project, or the designated portion of the Project, for the intended use without any outstanding, concurrent work, except as required to complete or correct the Punch List. Prerequisites for Substantial Completion, over and above the extent of Project work required, shall include the following items; (a) Receipt by the Department of all required Contract operating and maintenance documentation; (b) All systems have been successfully tested and demonstrated by the Construction DB Entity for their intended use; and (c) Receipt by the Department of all required Contract certifications and/or occupancy approvals from the State and those political subdivisions having jurisdiction over the Project. Receipt of all required Contract certifications and/or occupancy approvals from those political subdivisions with jurisdiction in and of itself does not necessarily comprise Substantial Completion.

SUSTAINABLE DESIGN: The DB ENTITY's use of a balance of appropriate materials, products and design methods that reduce energy consumption, impact to natural ecosystems, and reduce consumption of non-renewable products, within the Budget constraints of the Project.

TASK: (1) A quantifiable component of design related professional architectural and/or engineering services required to achieve a Phase of the Project; (2) The most manageable sub-element within a design Phase; (3) A unique item of work within a 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 Phase.

APPENDIX III

DB ENTITY'S PROPOSAL

January 6, 2020

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

Re: Transmittal Letter
2020 Indefinite-Scope Indefinite-Delivery For Minor Project Design-Build Services

Dear Ms. Watros:

Allied Building Service Company of Detroit, Inc. (Allied) along with G.H.Forbes Associates Architects, PC (Forbes) and Peter Basso Associates, Inc. (PBA) is pleased to respond to the above referenced request for proposal (RFP) to perform design-build services for various State Projects through an Indefinite-Service, Indefinite-Delivery (ISID) contract. We are confirming with the submittal of this proposal our keen interest in providing our support to the State of Michigan. We also agree to be bound by our proposal without modifications, unless mutually agreed upon by the Department of Technology Management and Budget (DTMB) and Allied.

Our team is currently working on projects under State of Michigan ISID Contract 00641. We are working with Forbes and PBA concurrently on several additional projects with customer other than State agencies. Allied and Forbes have enjoyed a strong and healthy relationship together over the past 24 years. Together we have successfully completed a large number of projects covering various types of work for various customers. We excel with interior renovation projects in occupied buildings and spaces as well as unique special projects requiring quick turn-around (see attached referenced projects).

This proposal is organized to be responsive to the Request for Proposal as follows:


- ^ Transmittal Letter
- ^ Technical Proposal
- ^ Cost Proposal
- ^ Appendices

Allied Building Service appreciates the opportunity to provide this proposal for consideration and looks forward to working with the State of Michigan. The principal contact information for this proposal is provided below:

Mr. Matthew Guyot
Allied Building Service
1801 Howard St, Detroit MI, 48216
Phone: 313-230-0800
Cell : 313-215-3520
Email: mguyot@teamallied.com

Should you have any questions regarding this proposal, please contact us directly.

Sincerely,


Allied Building Service
Attachment: Proposal

ORIGINAL

Submitted by:

Allied Building Service
1801 Howard St
Detroit, Michigan 48216
313-230-0800

State of Michigan: Request for Proposal
2020 Indefinite-Scope Indefinite-Delivery
For
Minor Project Design-Build Services
Various Locations, Michigan

Due Date: January 9, 2020
Time Due: 2:00pm Local Time

Submitted to:

Michigan Department of Technology, Management and Budget
State Facilities Administration
Design and Construction Division
3111 West St. Joseph Street
Lansing, MI 48917

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Appendices

Appendix A – Questionnaire

Appendix B – Key Personnel Résumés

Appendix C – Project Examples

Appendix D – Quality Control Documents

- **Sample Meeting Report Template**
- **Sample Field Report Template**

PART 1: TECHNICAL PROPOSAL

I – 1 Understanding of Project and Tasks

The State of Michigan Department of Technology Management and Budget (MDTMB) requests the services of a Design Build Entity (DB). The DB is to provide design, construction and construction administration services for a variety of projects primarily located in Lansing and Metro Detroit areas within the State of Michigan. Project types expected include light framing, drywall, finishes, electrical, mechanical, HVAC, and exterior site improvements, typically in occupied buildings and normally under a cost of \$250,000.00.

Michigan prevailing wages obtained at the time of the individual project will be incorporated. Client agency needs may require ISID contracting for other, or specialized projects which supplement standard bids for obtaining design and construction services. DB entities ISID contracts are limited to a (3) year term.

I-1A. Experience with Governmental or Institutional Design and Construction:

Allied Building Service Company of Detroit, Inc. (Allied) is the Prime. We are a General Contractor who self-performs the majority of demolition, carpentry, electrical, mechanical, plumbing, dock and door and various finish work with our own in-house workforce. We have been in business since 1948 and provide a broad base of services to a large customer base. Our General Contracting division has experience executing a wide range of project scopes and types. Our expertise is in executing occupied space interior renovation projects.

We have performed work as the Prime Contractor for various multi-year Indefinite Delivery Indefinite Quantity (IDIQ), Job Order Contracts (JOC), and Multiple Award Task Order Contracts (MATOC), and Indefinite-Scope Indefinite-Delivery (ISID) for various clients who include, General Services Administration (GSA), the Veterans Administration, Department of Defense, U.S. Postal Service, State of Ohio, the National Joint Powers Alliance (now referred to as Sourcewell), and the State of Michigan. Allied is currently in its final year of its State of Michigan ISID Contract 00641 which we've had a lot of success with. We have completed hundreds of work orders and continue to benefit from the strong and lasting relationships these types of contracts often yield for our organization. Our staff members have executed Design-Build projects for the State of Michigan (DHS), (DNR), (DMVA), and (DOC), The GSA, and the U.S. Army Corps of Engineers.

Allied is currently working on several interior renovation projects in the Greater Detroit area, for the GSA, many municipalities and for the State of Michigan. Our main area of work coverage is the Southern half of Michigan, Northern Ohio, and Northern Indiana. However, we do perform outside of these areas including Ishpeming, Iron Mountain, Marquette, Brevort Township and other various locations throughout the Upper Peninsula.

Our belief is that a team approach to all projects usually yields the best outcome. When the Client, End User, A/E, Contractor, and all other parties with a stake in the project are involved in a positive inclusive and collaborative manner, the outcome often yields the desired result and the process can be fun. We aim to incorporate our philosophy with all our relationships

Design Professional:

G.H. Forbes Associates Architects (Forbes) is the lead Design Professional. Forbes has been providing professional architectural services for over forty-eight years. We provide innovative and technical renovations for clients including the General Services Administration (GSA) and the Department of Technology, Management and Budget (DTMB). They are experienced in achieving design and technical requirements of various agencies including the Department of Military and Veteran Affairs (DMVA), Department of Natural Resources (DNR), Department of Technology Management and Budget, Federal Bureau of Investigations, United States Coast Guard, United States Marshals Service, Department of Homeland Security, and the United States Courts. Many of these agencies have requirements for office spaces, accessible facilities, lighting and electrical upgrades, mechanical upgrades, toilet and shower rooms as well as training facilities

similar to requirements of DTMB's client agencies. We are also experienced in specialty requirements including SIPR rooms, holding cells, vaults, and various security and technology requirements that might be required.

We recently completed or are in the process of completing several renovations for the DTMB as well as the General Services Administration (GSA) with the Design-Build Team including Allied Building Services Contractor, Forbes and PBA. We have completed the replacement of the boilers within the Belle Isle Casino with DTMB and DNR. We also completed structural improvements to the Outdoor Adventure Center. Both of these projects were Design-Build. We also collaborated on replacing the sprinkler system in the Belle Isle Casino. This was a Design-Bid-Build where Allied won the award. Forbes has collaborated with Allied to provide studies that have guided multiple projects in the Belle Isle Aquarium and Belle Isle Conservatory. One of these projects was the recently completed replacement of the steel trusses at the Anna Scripps Whitcomb Conservatory for DTMB and DNR. GSA projects completed by the team include an accessible office renovation for the U.S. District Court Probation Office as well as a Judge's Chamber and Attorney's Office Renovation. More information regarding project examples can be found in Appendix C.

The Design Team of Forbes and PBA is also currently working on a multi-phased project to renovate the Lapeer Armory for the DTMB and DMVA. Forbes is coordinating the phases and working with the State to achieve the desired renovation within budget limitations. The team values repeat clients and believes that follow-through on meeting and field reports, project coordination and communication is vital to maintain clients. We are confident that we can again meet the needs of the DTMB and their clients in a smooth and timely manner.

In addition to the projects mentioned above, the team has several active projects with the DTMB. Forbes and Allied are working with the DNR to develop Design Documents for Heating, Ventilation and Controls for the Anna Scripps Whitcomb Conservatory. Forbes is working with DTMB to renovate a freight elevator at the Cadillac Place Building.

Allied, Forbes and PBA currently has an ISID-Design Build contract with DTMB that expires in 2020. Forbes and PBA are also under an ISID Professional Service contract with DTMB that expires in 2020. We are familiar with the phases of work including the Study, Program Analysis, Schematic Design, Preliminary Design, Final Design and Construction Administration, both field and office. We understand how critical construction cost estimating is to assess and maintain budget throughout a project. We are familiar with the DTMB forms, procedures and specifications as well as the process of submitting drawings for review by the State Department of Licensing and Regulatory Affairs (LARA).

Forbes has enjoyed five consecutive Indefinite Deliverables, Indefinite Quantities (IDIQ) Contracts with the General Administration Services (GSA). Each of these contracts is for one year with an option to be renewed for an additional four years. Our IDIQ contract began in 1995 and based upon successful performance, we have been awarded another IDIQ contract. Forbes has completed more than one-hundred fifty (150) projects for the GSA over the past 25 years and has earned exceptional ratings from project managers throughout GSA.

We have provided the full gamut of services for these GSA projects including feasibility studies, design intent documents, design review, procurement support, site investigations, project development studies, building evaluation reports, conceptual designs, renderings, construction drawings, specifications, record drawings, proposal evaluations, cost estimating, shop drawings and construction management and inspection. Our projects also have addressed historic preservation, multiple phases, sustainable design practices and GSA's Workplace 20/20 which rethinks office space to maximize resources and facilitate modern work practices. The GSA work varies widely from high-end design such as a Judge's Chambers to more engineering-centric projects like an electrical switchgear replacement and we treat each project with the utmost importance. Our successful history with GSA IDIQ contracts makes us well suited to offer superior service to the State of Michigan through the ISID contract.

We understand that the State of Michigan is dedicated to conserving energy. Often, projects do not attempt to achieve a certification in Leadership in Energy and Environmental Design (LEED) yet the principles are still applicable. Our project team has LEED Accredited Professionals for Architectural, Mechanical and Electrical disciplines and routinely incorporate water conservation, energy efficiency and finishes that promote indoor air quality in our designs.

Most of our work tends to be alterations and renovations of existing facilities, many of which are historic. We work with the Property Managers and consider maintenance needs during design. We work with the State Historic Preservation Office and GSA's Historic Preservation branch to ensure that the character of the facility is preserved. We work with clients including the Courts, Marshals and Department of Homeland Security to provide programming, schematic design and design development that reflects both the local agencies needs as well as the design guide standards that are specific to that agency. We also produce timely and thorough construction documents. We routinely perform construction management and inspection services and serve as the inspector for code enforcement when projects occur on federal property.

I-1B. Our project team is the best value to the State of Michigan:

Our project team is the best value to the State of Michigan due to past experience both as separate entities and together as a team, our team's long working relationship, our understanding of the agency clients, dedication to responsive service and collaborative efforts, speedy problem resolution, and continued record of customer satisfaction.

Our design team's experience with renovations is perhaps the most important component of our qualifications. Over the last 20-plus years, approximately 75% of our design team's projects have been renovation projects; all with varying degrees of complexity. The renovations have included all aspects of interior and exterior construction and all disciplines including architectural, mechanical, electrical, civil, structural, environmental, acoustical and fire protection. Our typical project size is similar to the project size mentioned in the RFP. We understand the importance of prompt and thorough service on projects of all size.

We view our field survey as an essential component of a successful project and do not skimp on the hours spent in the building to thoroughly document existing conditions and to coordinate the renovation work. We have developed internal checklists to help ensure that all aspects of the existing conditions are investigated. These design team's checklists coupled with the input of the contractor help to make sure we leave no stone unturned and help us to identify for the owner where potential risks or hidden costs may be. We have found that this approach to field investigation creates a great foundation for our construction documents and thereby reduces the number and cost of change orders that occur during construction

We understand that projects will require close collaboration and frequent communication. Our design team includes architects and engineers that have successfully collaborated in recent projects. Although our team will comprise of three offices (Allied, Forbes, and PBA), we will communicate throughout the day, every day. Our team offices have a wealth of experience working together on projects. In addition, we have worked together in this more remote fashion successfully on multiple projects. We encourage you to look closely at the projects referenced in this response to RFP and note the work we have performed together.

Our design team's knowledge and enforcement of the building codes is critical. The design team has a multitude of Federal projects where they performed construction inspection services for us and other contractors over the past eighteen years. This synergy will be a critical asset in State projects.

Our office is located in Detroit Michigan. Most project sites within area are within 1.5 hours of driving time, which allows for us to make day trips during the design and construction phases. This means that our time can be spent directly interfacing with the State and managing the construction instead of traveling to and from

the site. Our competitive billing rate also allows us to maximize our interface time without creating an exorbitant total fee.

Lastly, we believe that having a good working relationship amongst the design team and the contractor is critical to a smooth and successful project. Our team believes in fostering an environment of mutual respect with the customer and their end users which will set a foundation for successful design-build projects.

I – 2 Personnel

I – 2A. Key Personnel

The resumes of each member of DB's project team that are expected to participate on projects under this contract are included as Attachment B. Emphasis has been placed on resumes for those personnel and specialists who will have major project responsibilities.

- ^ **Senior Project Manager** (key employee) Dave Senkbeil
- ^ **Contract Manager** (key employee) Matt Guyot
- ^ **Electrical Project Manager** (key employee) Michael Bolan
- ^ **Mechanical Project Manager** (key employee) Keith Hunt
- ^ **Lead Project Engineer** (key employee) Ron Kozlowski
- ^ **Principal Architect** (key employee) Scott Goodsell, AIA
- ^ **Principal Architect** (key employee) Theresa Scherwitz, LEED AP
- ^ **Principal Engineer** (key employee) Scott Garrison
- ^ **Electrical Engineer** (key employee) Eric Graettinger, PE, LEED AP
- ^ **Mechanical Engineer** (key employee) David Conrad, PE

I – 2B. Organization Chart

An Organization Chart (**Figure 1**) illustrates the proposed project leadership and reporting responsibilities with the lines of communication of our proposed project team. The individuals identified with ** are key to the successful completion of these project types. Roles for a typically assigned project are noted in italics.

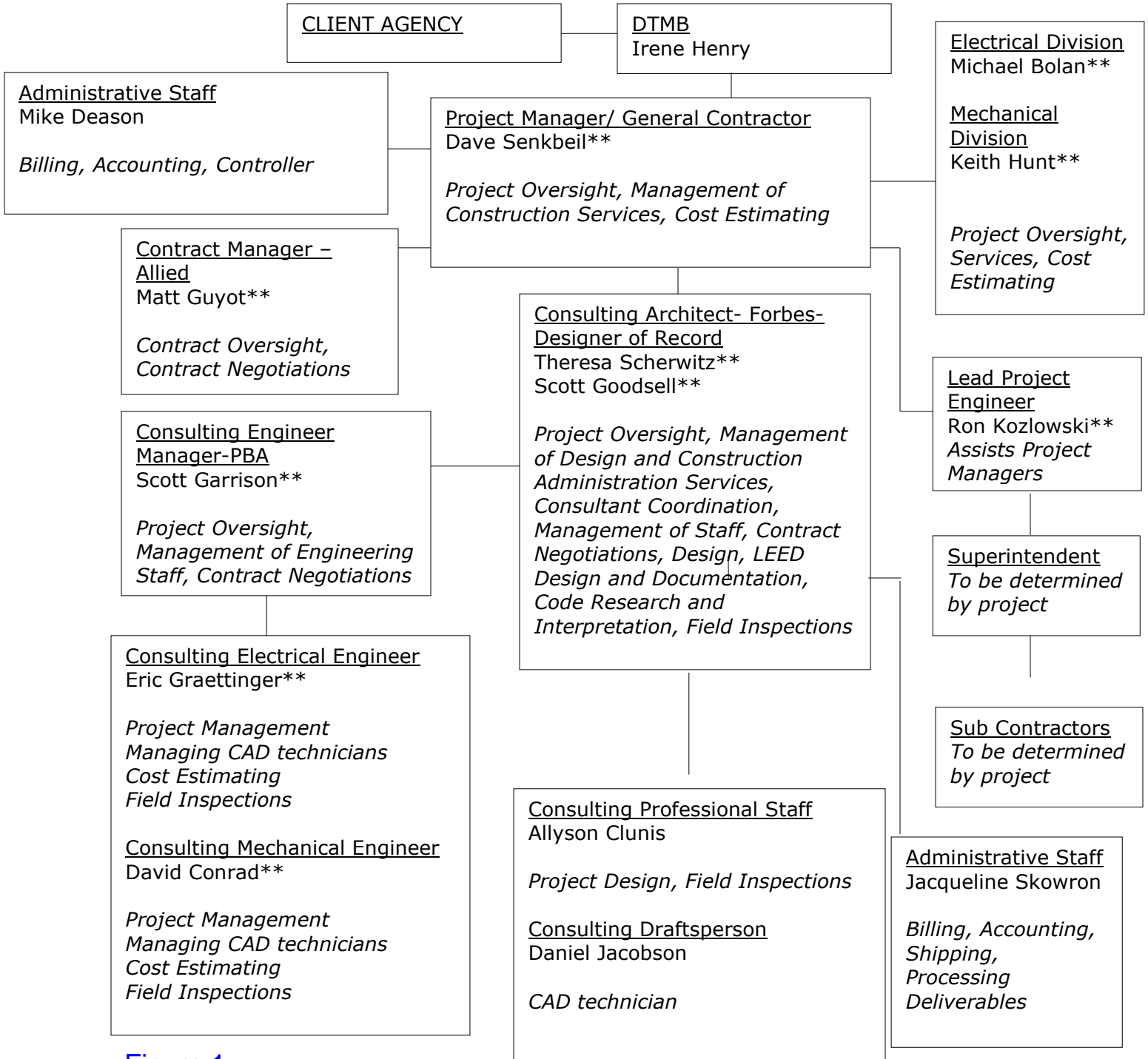


Figure 1 — DB Organization Chart

I – 3 Management Summary and Work Plan/Schedule

I-3A. Work Plan and Methodology

Task 1 – PRE-CONSTRUCTION CONFERENCE

The DB Team (Construction Manager and Architect/Engineer) will meet with the DTMB's Project Director and Client Agency Staff. The DB Team will facilitate the meeting, and record and publish meeting minutes within 3 days of the meeting.

Task 2 – PROGRESS MEETINGS

The DB Team (Construction Manager and Architect/Engineer) will attend regular progress meetings with DTMB's Project Director and Client Agency Staff. The DB Team will facilitate the meeting, and record and publish meeting minutes within 3 days of the meeting.

Task 3 – DESIGN

Our Design Team Member (Forbes) is familiar with the DTMB's Standard Contract for Professional Services including the outlined Phases and Tasks. For a typical design-build project, we would expect to begin at Phase 400 Preliminary Design although Forbes is familiar with studies (Phase 100), programming (Phase 200) and schematic design (Phase 300), should the project require these services. For each project, we would develop a design schedule through discussions with the DTMB and client agency. Typically, we require 3 weeks for a design submittal. Each review comment will be responded to in a narrative form. Should the project require expediting, we can expedite ordering long lead items and beginning demolition during the completion of the design. A typical project would likely include a 35% Preliminary Design submittal followed by a 65% Design Submittal, 95% Design Submittal and Construction Documents.

The following design deliverables will be provided (project dependent):

- Architectural Plans, Sections, Elevations and Schedules
- Fire Alarm
- Plumbing
- HVAC
- Lighting
- Power and Data
- Security

Components of the Submittal:

- Project Specifications in CSI format
- CAD based drawings showing the above mentioned aspects
- Calculations/Supporting Design Data
- Construction Cost Estimate – provided by Allied

Task 4 – SUBMITTALS

The Contractor will provide submittals for review by the Architect/Engineer. The Architect/Engineer will review shop drawings for accuracy and adherence to the design documents. The Architect/Engineer will respond to Requests for Information (RFI) in a timely manner. A submittal log and RFI log will be maintained throughout the project.

Task 5 – PAYMENTS

The Architect/Engineer anticipates reviewing monthly payment draw requests prepared by Allied. The review will be coordinated with construction inspections and evaluate percentage of work completed to percentage of work billed. Draws are anticipated to be requested upon project completion, or monthly should the project duration be longer than 30 days. A member(s) of the State will be included in the draw requests and review process if desired.

Task 6 – CLOSEOUT

The Contractor will provide As-Built drawings, O&M manuals and warranties for review by the Architect/Engineer. The Architect/Engineer will create a Punchlist that details errors and omissions to be corrected for each construction contract. Errors and omissions will reference the corresponding specifications section or relevant construction drawing. The Contractor will satisfy all outstanding items promptly.

Task 7 – CONSTRUCTION SCHEDULE

The Contractor will provide a Construction Schedule indicating durations for all major components as well as the critical path for project completion.

The Architect/Engineer will review construction progress and report on any delays to schedule.

Task 8 – CONSTRUCTION SUPERVISION

The Contractor will employ a full-time Superintendent to be on-site at all times work is being complete. The Architect/Engineer will provide field inspections typically on a weekly basis. The Architect/Engineer will note the work completed as well as upcoming work, field questions and project schedule in a published report.

Task 9 – FIELD RECORDS

The Contractor will maintain daily logs of workers, equipment and tasks on projects of duration and complexity or when the customer requests logs be kept. Any and all out of scope items, field changes, differing site conditions, emergencies, or the like will be documented and promptly relayed to the appropriate team members.

Task 10 - RECORD DOCUMENTS

The Contractor will maintain an accurate set of documents with all field changes and As-Built conditions. Certified payrolls, MSDS, waivers of lien, permits, inspection reports and any other project specific documents will be posted, made available and/or filed as necessary. The Architect/Engineer will develop Record Documents in CAD from the Contractor's As-Built documents.

I-3B. Constructability Review and Quality Control Plan

Prime / Contractor:

Allied's Quality Control Plan is in constant review to ensure the most current best practices are being utilized. We provide oversight in levels from Team Leader, Foreman, Site Superintendent, Project Manager(s) on most projects. Allied has implemented a project engineering team with a lead engineer overseeing them. The project engineering team acts as a safety net for all the project management team to ensure all necessary documents and materials are logged and delivered in a timely manner. When deemed required we will implement a dedicated Quality Control Manager. Oversight in levels allows for recognition of items installed incorrectly or in conflict allowing the contractor to make more timely corrections.

When items not meeting specification, design, or intent are recognized, the items are relayed to all members involved in project. Allied's culture is an open door policy at all levels which promotes open, clear, and constant communication. This culture allows for better oversight and early detection of undesirable situations. Allied's Health and Safety Plan is a separate plan integrated into all projects. Safety is the first item of concern with each employee, each day, on every project. All Allied project employees receive continual safety training including OSHA training, asbestos and lead training, CPR and lift operator training.

Design Professional:

Forbes has continued to improve methods for project management over the past forty-seven years. The Office has developed templates for meeting reports and field reports. Forbes values consistent and accurate documentation of design decisions, field conditions and construction progress. Our office consists of an open studio format instead of individual offices. We find this promotes collaboration, mentoring and quality control. The Principals are intermixed with CAD Technicians making them accessible for questions and support. All documents are reviewed by senior staff prior to publication. Regular updates are held for coordination, problem solving and proactive management. In our office, the lead architect and project managers carefully review the documents before they leave our office. They also review shop drawings for conformance to design; this process is not left to young interns as in many offices. Shop drawings are not just taken at face value but are carefully reviewed for coordination with other components.

Forbes takes an active role in coordinating disciplines to achieve a buildable solution. Forbes and PBA are accustomed to asking questions of the client to understand goals and priorities. Allied and the Design Team routinely coordinate during Design-Build Projects to discuss options and different approaches to achieve the desired solution within the project budget.

I – 4 Questionnaire

Please refer to Appendix A for the completed Questionnaire.

PART 2: COST PROPOSAL

BILLING RATE AND FEE SCHEDULE

Firm Name Allied Building Service Company of Detroit, Inc.

Yearly Hourly Billing Rate Increase (percentage) 3%

Employee Name	Position/Classification	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Design Staff</i>						
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
<i>Construction Staff</i>						
Dave Senkbeil**	Senior Project Manager	\$135.00	\$139.00	\$143.00	\$147.50	\$152.00
Matt Guyot**	Contract Manager	\$120.00	\$124.00	\$128.00	\$132.00	\$136.00
Ron Kozlowski**	Lead Project Engineer	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00
Mark Giles	Project Engineer	\$70.00	\$72.00	\$74.00	\$76.00	\$78.00
Michael Bolan**	Project Manager - Electrical	\$125.00	\$129.00	\$133.00	\$137.00	\$141.00
Keith Hunt**	Project Manager - Mechanical	\$125.00	\$129.00	\$133.00	\$137.00	\$141.00
Assigned – Project Specific	Project Manager - General	\$125.00	\$129.00	\$133.00	\$137.00	\$141.00

FEE SCHEDULE

O&P SCHEDULE	
Project Size Range	O&P %
Less than \$50,000.00	17% and 8%
\$50,000.00 - \$500,000.00	13% and 7%
Greater than \$500,000.00	13% and 7% / Negotiated

Bond Cost Schedule	
Project Size Range	Bond %1.5*

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

** Key Project Personnel

BILLING RATE AND FEE SCHEDULE

Firm Name G.H. Forbes Associates Architects, PC

Yearly Hourly Billing Rate Increase (percentage) 3%

Employee Name	Position/Classification	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Design Staff</i>						
Scott Goodsell**	Principal Architect	\$145.00	\$149.00	\$153.00	\$158.00	\$163.00
Theresa Scherwitz**	Principal Architect	\$145.00	\$149.00	\$153.00	\$158.00	\$163.00
<i>Position Not Currently Filled</i>	Project Manager	\$120.00	\$124.00	\$128.00	\$132.00	\$136.00
Allyson Clunis	Project Designer II	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00
Dima Toma	Project Designer I	\$79.00	\$81.00	\$83.00	\$85.00	\$88.00
Daniel Jacobson	Architectural Intern	\$60.00	\$62.00	\$64.00	\$66.00	\$68.00
Jacqueline Skowron	Clerical	\$58.00	\$60.00	\$62.00	\$64.00	\$66.00
<i>Construction Staff</i>						

FEE SCHEDULE

O&P SCHEDULE	
Project Size Range	O&P %

Bond Cost Schedule	
Project Size Range	Bond %

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

** Key Project Personnel

BILLING RATE AND FEE SCHEDULE

Firm Name Peter Basso Associates, Inc.

Yearly Hourly Billing Rate Increase (percentage) 3%

Employee Name	Position/Classification	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Design Staff</i>						
Scott Garrison**	Principal II	\$225.00	\$232.00	\$239.00	\$246.00	\$253.00
Georde Hopkins	Principal I	\$176.00	\$181.00	\$186.00	\$192.00	\$198.00
David Conrad**	Principal I-Lead Mech	\$176.00	\$181.00	\$186.00	\$192.00	\$198.00
Eric Graettinger**	Principal I-Lead Elec	\$176.00	\$181.00	\$186.00	\$192.00	\$198.00
Lindsey Stefaniak	Principal I	\$176.00	\$181.00	\$186.00	\$192.00	\$198.00
Aaron Frantz	Engineer III	\$99.00	\$102.00	\$105.00	\$108.00	\$111.00
Rebecca Tritt	Engineer III	\$99.00	\$102.00	\$105.00	\$108.00	\$111.00
Carissa Hansen	Engineer II	\$91.00	\$94.00	\$97.00	\$100.00	\$103.00
Justin Bush	Engineer II	\$91.00	\$94.00	\$97.00	\$100.00	\$103.00
Shai Bishop	Engineer I	\$83.00	\$85.00	\$88.00	\$91.00	\$94.00
David Newton	Designer VII	\$146.00	\$150.00	\$155.00	\$160.00	\$165.00
Sue Mitchell	Designer V	\$118.00	\$122.00	\$126.00	\$130.00	\$134.00
Other	CADD II	\$50.00	\$52.00	\$54.00	\$56.00	\$58.00
<i>Construction Staff</i>						

FEE SCHEDULE

O&P SCHEDULE	
Project Size Range	O&P %

Bond Cost Schedule	
Project Size Range	Bond %

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

** Key Project Personnel

Thank you for considering our proposal. We look forward to working with you.

Respectfully Submitted,

Signature:  _____

Date: 1/6/2020

Matthew Guyot – Contract Manager
Allied Building Service



• *Building Services • Construction • Contracting • Cleaning • Supplies*

APPENDIX A

^ QUESTIONNAIRE



Questionnaire for Professional Services
Department of Technology, Management and Budget
2020 Indefinite-Scope Indefinite-Delivery
for
Minor Project Design-Build Services Contract
Request for Qualifications
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: Allied Building Service Of Detroit, Inc.
Address: 1801 Howard Street, Detroit, MI 48216
Telephone and Fax: T: 313-230-0800 F: 313-230-0811
Website: www.teamallied.com
E-Mail: dsenkbeil@teamallied.com
DB Entity(s) SIGMA Vendor I.D. number(s): 38-202-9676

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: G.H. Forbes Associates Architect, P.C. (GHFAA)- Consulting Architects, Peter Basso Associates, Inc.(PBA) - Consulting Engineers.

- 2. Check the appropriate status:

Individual firm Association Partnership Corporation, or Combination - Explain:

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: Michigan 1/2/1974

Include a brief history of the DB Entity's firm: Allied Building Services (Allied) has been providing construction services for 72 years. We provide our services primarily in Michigan, Northern Ohio and Northern Indiana. We offer design/build, and bid/build construction, maintenance, repair, janitorial, high and low rise window cleaning, electrical, HVAC, and mechanical services to our customers in both the public and private sector. We self-perform the majority of the services we provide and have strong relationships with a multitude of subcontractors built over the years. Allied strives to establish long-term customer / contractor relations by providing professional and responsive service in accordance to our customers' needs. We have healthy relationships with numerous customers in the private sector and across the full gamut of public sector political subdivisions including townships, cities, counties, the State of Michigan, State of Ohio, and multiple Federal agencies. Additional public customers include public transit companies, schools, and

universities. We have executed many varying types of projects with extensive expertise in occupied space interior renovations. We also excel in working with customers to find solutions to atypical and emergency projects. Allied currently holds several multi-year contracts. Allied has worked with our Design partner for this response, GHFAA and PBA, on dozens of projects over the past eight plus years. Our team is successfully working on, and has completed, several projects together under our current State of Michigan 2017 ISID Tenent Fit-Out Design Build Serfvices – Contract No. 00641.

Forbes has been providing professional architectural services for over forty-eight years. They provide innovative solutions for private clients as well as government clients. The firm began with innovative designs for branch banking and projects with the State of Michigan Department of Mental Health, State Police and Department of Corrections and Department of Social Services. Later, in 1995, the General Services Administration awarded Forbes a contract that has led to unprecedented renewals and extensions due to attention to customer’s needs and prompt, accurate response. In 2009, Forbes worked with the DTMB and DMVA to renovate the Lansing Reserve Forces North Building. Then, in 2013, Forbes again partnered with DTMB and DMVA to renovate the Detroit Light Guard Armory and Washtenaw Armory. Both of these Armory renovations included multiple bid sets and construction awards. PBA was the consulting engineering firm on the collaborated on several mechanical and electrical upgrades on various DTMB projects. Allied collaborated with the design team to replace the Boilers at the Casino at Belle Isle. The design-build team is currently collaborating on improvements to the Belle Isle Aquarium and sprinkler replacement for the Belle Isle Casino through the State of Michigan. Additional example projects with the Design-Build team are listed in **Appendix C.**

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

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

Please see attached DB organization chart depicting all personnel and their roles/responsibilities

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

Identify the project types and DB Entity services for which your firm is exceptionally qualified and experienced. Provide attachments illustrating a minimum of three examples, with references, of successful projects performed in the last five years for each item checked. Identification of specialties will not exclude selected firms from project types but will assist the DCD Project Directors in matching firms with projects.

- ADA facility assessment and remodeling
- Building and structure additions
- General commercial architectural and/or engineering design
- Electrical distribution and lighting replacement, upgrade, selection
- HVAC equipment and distribution replacement, upgrade, selection
- Interior remodeling and renovation
- Site Improvements
- Toilet and/or shower room remodeling or design

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 you may be required to coordinate work with State of Michigan carpenters?
Yes No
- 3.4 Is it understood you may be given a schematic design prepared by State of Michigan designers or the State's modular furnishings contractor but must develop this plan and provide design and documentation required to obtain plan review and a building permit?
Yes No
- 3.4 Is it understood that your firm will be required to execute the attached standard State of Michigan contract language for design-build services?
Yes No
- 3.5 Is it clearly understood that performance and payment bonding will be required at the time of execution of any individual project contract assigned to you under this contract that will exceed \$50,000.00?
Yes No
- 3.6 Is it clearly understood that professional liability insurance (see Section Six, Paragraph 4.2(e) of the attached Sample Contract) will be required from the designer of record for any individual project contract, at the time of execution of that contract?
Yes No
- 3.7 Is it understood that your firm must comply with State of Michigan law as it applies to your services?
Yes No

ARTICLE 4: CAPACITY AND QUALITY

4.1 Briefly describe your firm’s methods or procedures for quality control for your deliverables and services.

At the start of the design phase the methods of our A/E team member GHFAA will be implemented. GHFAA, has continued to improve methods of project management over the past forty-three years. The Office has developed templates for meeting reports and field reports, examples are included in **Appendix D**. GHFAA values consistent and accurate documentation of design decisions, field conditions and construction progress. The GHFAA office consists of an open studio format instead of individual offices. This format promotes collaboration, mentoring and quality control. Senior staff review all documents prior to publication and shop drawings for conformance to design and coordination with other components. Regular updates are held for coordination, problem solving and proactive management. A number of checklists are also utilized to ensure that all relevant information is included on the documents and examined during design. Checklists are used during field surveys as well as document production.

At commencement of the execution phase, the Contractor will lead the submittal process. Allied implements the submittal process for items to be utilized and installed. Any deviations from the desired or specified products to be installed will be highlighted for review and acceptance. Plans and the site are reviewed together prior to start of construction. Items of concern or potential conflict recognized will be relayed to the appropriate team members for discussion and resolution to avoid time delays. Allied’s Quality Control Plan is followed using oversight in levels from Team Leader, Foreman, Site Superintendent, Project Manager(s) on most projects. When deemed required we will implement a dedicated Quality Control Manager. Safety concerns are addressed as well as continuing work site operations and logistics. Scheduling is communicated to all pertinent parties. Site work commences. Work found to be substandard, is promptly corrected. Allied’s culture is an open door policy at all levels which promotes open, clear, and constant communication. This culture allows for better oversight and early detection of undesirable situations. Site work and punch-out is performed and project close-out procedures executed. Finally, our commitment to customer satisfaction drives our decisions to ensure the customer receives a quality finished product on every project.

4.2 Has your firm been involved in claims or suits associated with design and/or construction projects?

Yes No

If yes, explain: _____

4.3 It is understood that there be a key person who is assigned to a project for its duration?

Yes No

4.4 Please describe 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. Specifically, the Design-Build Entity (DB) will report to the project manager at the DTMB. The State Agency for whom a project will be completed is the client / end user. Our contract is with the DTMB. We will meet and coordinate with the State Agency as directed by the DTMB

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

The DB will issue meeting minutes within three business days of meetings and teleconferences. With each submittal of construction documents, the DB will issue written responses to review

comments as well as questions to successfully complete the next design phase. During construction, the Architect/Engineer will typically visit the construction site weekly and provide a written field report with photographs. The DB will provide cell phone numbers so that contact can be made at any time including weekends and after hours. Our project management staff is armed with smart phones, mobile hotspots and laptops so they're never out of touch even when they are away from the office

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

We will utilize extensive in-house estimated expertise, our suppliers, and our extensive network of subcontractors to provide accurate pricing. Allied's project team uses an Excel workbook to calculate the cost of all our projects. A lead Project Manager breaks the project into parts. The parts are disseminated to our in-house trade departments and to subcontractors and suppliers. Internally, we couple past experience of our in house trades with current unit pricing and labor costs to calculate the costs for each part of a project. We also receive proposals from subcontractors and suppliers for the parts we do not self-perform. The parts are priced individually and provided to the lead Project Manger who compiles, summerizes, and finializes the costs and proposal. Our project team is countinously updating material costs with our suppliers to ensure that we are receving the highest quality materials at a competitive cost. We also solicit new subcontractors as a check and balance function in an effort to maintain a competitive edge amongst our competition. We believe in using valued engineering to ensure the customer is receiving the highest quality product on time and within budget

Additionally, our Design Team member Forbes uses the following practices. On a typical design-bid-build project, Forbes calls manufacturers for current pricing and they use real bid figures from past projects and experience in cost estimating. They take into account the market conditions and bid method. They use an Excel workbook that calculates material and labor cost per quantity and each item is categorized by the CSI specification system. They also maintain a current edition of the R.S. Means construction cost estimating book although we tend to use it as more of a cross reference than a reliable estimating tool. Forbes routinely produces detailed cost estimates for both the private and public sector work.

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

The DB will provide budgetary construction costs during the schematic design phase and continue to update cost estimates throughout the design to identify budget over-runs as early as possible. If a project is at risk for being over budget, the DB will notify the State immediately and advise and work with the State to identify how best to bring the project back to budget and still achieve the desired goal. Some strategies that may be considered include value engineering, and descoping. Our thorough field work as described under item I-1B of the Technical proposal helps to reduce over-run costs and can at the very least help to identify unknown factors leading into construction

- 4.10 On a typical project, what would be your response time, from the time you receive a project assignment to providing design or construction services?

2 to 3 business Days. On very simple projects requiring only construction services and not requiring A/E involvement or drawings for execution (if allowable by the customer) 1 to 2 days. For emergency's same or next day

- 4.11 Describe your understanding of Sustainable Design and how you minimize or recycle construction waste.

Sustainable Design is a broad term that means to design in such a way as to conserve energy and resources and to produce healthier more productive environments in which we live and work. Construction waste can be minimized by incorporating standard material sizes in the design. Therefore, less waste will be generated as items are not required to be cut-down to fit. Material

specification can include recycled items, including construction waste. Many common building products, such as acoustical ceiling tile, include recycled content. Materials removed during demolition including steel and concrete can be salvaged for reuse or recycling rather than disposed of in a landfill. Allied incorporates recycling methods for each project dictated by the project requirements and what items are available to be recycled. Many of our contracts have minimum requirements for recycling.

4.12 Describe your experience with similar open-ended contracts.

Allied has been a General Contractor on the General Services Administration regional IDIQ contract for over 10 years in both Michigan and Ohio. Allied currently holds an open ended JOC contract with NJPA ezIQC in South East Michigan, South West Michigan, Eastern Michigan and Western Michigan. We have a JOC contract with the U.S.P.S. in Michigan and the State of Michigan 2014 ISID Tenent Fit-Out Design Build Serfvices – Contract No. 00480. We are the Carpentry Contractor for Oakland County, and one of two general contractors for Washtenaw County both of which are multi-year contracts. We are the Electrical contractor for Smart Bus. We have successfully executed hundreds of projects in the past five years via multi-year contracts ranging in value from hundreds of dollars to over a million dollars. We are often asked and encouraged to participate again at the conclusion and re-bid of our multi-year contracts.

Forbes has enjoyed multiple Indefinite Services Contracts with the General Services Administration of the Federal Government. Their responsiveness and performances has resulted in an unprecedented number of contract renewals. They are currently the only firm that is being renewed with the GSA for this region; other firms are new to the contract. Several project managers have told Forbes that they recommended us for a contract renewal because we are thorough, responsive and provide a high quality service. They are accustomed to varying numbers of projects and workload. Forbes and PBA are on the State's ISID Contract for Professional Services. We are confident they will provide the same superior service to the State of Michigan under this Design-Build ISID contract

4.13 Describe how you would get information about an existing facility's components and systems.

Forbes and their Engineers are active early in the design process to perform thorough field investigations. They also interview the facilities manager and longtime building occupants to learn about existing conditions and any issues. They are accustomed to probing through old drawings and seeking out relevant information. Forbes will document any issues and bring these to the DTMB for consideration. Forbes has developed checklists to guide field investigations as well as the production of documents. Allied will also provide in-house expertise when practical.

4.14 Describe how you would coordinate your work on a project where the carpentry work will be provided by State of Michigan crews.

Maintaining open and clear communication is key to coordinating the efforts of subcontractors and the owner's crews. We will coordinate the efforts of the State's Carpentry Crew into the project as we would any other contractor or subcontractor. Allied is well versed at this type of interaction. Several of Allied's contracts require us to interact and coordinate with the owner's trade crews. Allied's tradesmen, management staff, and subcontractors interact with Washtenaw County's, Oakland County's, and several Veterans Administration facilities' internal electrical, mechanical, and carpentry crews as examples.

4.15 Describe how you would coordinate your design work on a project where the furniture and plan layouts will be provided at a schematic level by either the State of Michigan or the State's furniture supplier.

Forbes often receives Design Intent Documents from a client including the State of Michigan or General Services Administration for renovation projects



• *Building Services • Construction • Contracting • Cleaning • Supplies*

APPENDIX B

^ KEY PERSONNEL RESUMES



KEY STAFF PROFILE

Antonino Scappaticci, Vice President/General Manager

Experience includes apartment complex renovation, commercial space design build, government office new construction and renovation, single family new construction, apartment unit new construction, and warehouse renovation. Duties include contract management, oversight of construction schedule, contract negotiation, safety program review, contract negotiation, monitoring project progress from start to completion, work quality check, and mobilization oversight.

Dave Senkbeil, Senior Project Manager

Project experience includes construction supervision of build outs, new construction, commercial, and office space. Duties include oversight of work performed on site, quality control, record keeping, logging and safety inspection.

Matt Guyot, Contract Manager

Project experience includes build outs, new construction, restoration, commercial, office, and government contracts. Duties include day to day project management, developing and maintaining construction schedule, coordination of subcontractors, contract and subcontract review and execution, estimating and bid pricing as well as marketing and business development.

Michael Bolan, Project Manager-Electrical

Project experience includes construction supervision, large buildouts, lighting retrofits, electrical service replacement and new installation. Duties include daily project schedule oversight, progress meetings with site project supervisor, direction of project employees.

Keith Hunt, Project Manager-Mechanical

Experience includes mechanical maintenance and installation, design, new construction, and retro fits. Duties include estimating work, confirming work compliance with owner specifications, project schedule oversight, review of safety procedure, consultation with on site project supervisor in charge of day-to-day mechanical work.



Ron Kozlowski, Lead Project Engineer

Project experience includes construction supervision of build outs, new construction, commercial, and office space. Duties include oversight of work performed on site, quality control, record keeping, logging and safety inspection.

Mike Deason, Controller

Experience includes job costing, contract financial tracking, coordination and processing construction draw paperwork for developer, HOME funds, LISC, and private financiers.

Matt Keller, Personnel Manager, Safety & Health Manager

17 years of experience with construction oversight establishing work schedules and managing company personnel. Have exceptional interpersonal skills and the ability to work well with all types of individuals. Has extensive work experience with wood and metal construction projects including several years of blue print reading experience. Has sound knowledge of commercial construction and remodeling trades, practices, procedures, techniques, equipment, tools, materials and specifications.

Thomas Riebitz, Project Manager-General Construction

Experience includes building and fulfilling proposals for various types of constructions projects. Extensive general construction knowledge in commercial, industrial and residential applications. Duties include general project oversight and daily supervision, daily contact with customer, architect and engineering firms, change orders and RFI work, estimating general construction projects, record keeping.

Employee Name/Title:

Antonino Scappaticci, General/Contract Manager-Maintenance and Repair

Qualifications/Licenses:

B.S. Business Administration, Western Michigan University

Experience:

1996 - Present, Allied Building Service Company of Detroit, Inc.
General/Contract Manager

1988-1993, Allied Building Service Company of Detroit, Inc.
Provided cleaning services for a number of facilities

Duties:

Responsible for the scheduling of service calls and dispatching service technicians. Monitors work quality. Prepares estimates for service work.

Project Experience:

Coordination of on-call and scheduled services for multiple clients. This includes coordination of internal and subcontracted tradesmen for the following service:

Carpentry, drywall repair and installation, electrical repair and installation, painting, floor tile repair and installation, wood floor refinishing, lock repair and replacement, lamp and ballast replacement, ceiling tile replacement, glass replacement, cleaning services, handyman, pest control, board ups, HVAC and mechanical repairs, plumbing and boiler system maintenance, grounds maintenance, welding and conveyors, parking lot stripping, and sandblasting.

Clients serviced include government, retail, commercial, and industrial facilities. Facilities range in size from 500 square feet to 100,000 square feet. Facilities contain 1 to 75 buildings in multiple locations.

Employee Name/Title:

Dave Senkbeil, Senior Project Manager

Qualifications/Licenses: Small Business Management, Ferris State University and Eastern Michigan University
15+ years experience with construction project oversight

Experience: 1990-1997, Self Employed General Contractor

1997-present, Allied Building Service Company of Detroit, Inc.
Project Manager Estimator / Design/Build Coordinator

Duties: Project development and review, design with AE firms, estimating and cost analysis on projects, negotiations, scheduling, submittals, close outs, day to day coordination of projects.

Project Experience:

5715 Michigan Ave., Detroit, MI

Design / Build 10,000 Sq. Ft. single story Social Security Office Adhere to GSA requirements and provide full set of drawings for permit. Manage construction site from site work and infrastructure through finishes and landscaping. Responsible for quality control, record keeping, logging, and safety checks. Provided numerous cost saving items through valued engineering

Theodore Levin Federal Courthouse, Detroit, MI.

Multiple projects, demolition, complete interior renovations, emergency response work, structural work, energy conservation projects and stand by generator. All scopes including electrical, HVAC, plumbing, fire suppression, controls, carpentry and finishes. Included in design and value engineering during pre-construction and execution phases. Emergency response and execution in short time notices. Projects for all different agencies and GSA. Ranging in price from thousands to hundreds of thousands.

P.V. McNamara Federal Building, Detroit, MI

Numerous projects ranging from small to large, maintenance issues to complete demolition and interior build outs. Worked with GSA facilitating in design of modifications. Scope include but not limited to: demolition, carpentry, electrical, voice/data, HVAC, controls, energy management, and emergency response situations.

Federal Agencies, Michigan and Ohio

Multiple federal agencies including but not limited to FBI, Secret Service, Homeland Security, and Custom's Border Patrol. Projects consisting of complete interior demolition and remodeling encompassing all scopes and trades. Unique security requirements required and met.

Conner-Chene Properties, LLC., Detroit, MI

State of Michigan 36000 sq ft interior renovation from concept phase through design phase and complete interior renovation. Project scope includes working with owner and AE firm designing project from beginning to meet State of Michigan requirements to secure lease of building project also included LEED requirements in design. Provided several cost saving items through valued engineering

Kenyon Management – Social Security Office. Flint, MI

Design build project for GSA. 11,000sq ft project from ground up. Included site work, underground for electrical and plumbing, mechanical and electrical engineering, concrete, carpentry, electrical, HVAC, security systems, flooring and all finishes.

Build-outs and building upgrades from \$500 to \$250,000, SE MI

- Washtenaw County, multiple locations
- Toyota Technical Center, multiple locations
- Selfridge ANG Base, multiple locations
- Various Retail Stores, multiple locations
- Kenyon Management, multiple locations
- Plante Moran Cressa, multiple locations

Greater Corktown Development Corporation, Detroit, MI

Construction of 30 single family homes on vacant lots in an existing neighborhood. Site Supervision of project from notice to proceed to project closeout. Oversight of compliance with labor requirements for Davis Bacon and Executive Order 22, quality control, safety checks, record keeping, and logging.

Employee Name/Title:

Matt Guyot, Contract Manager

Qualifications/Licenses:

Hydrogeology, Graduate of Western Michigan Univ. 1996
Residential Builder's License – State of Michigan 2101162472,
30 Construction Safety & Health OSHA Certificate
HILTI FIRESTOP product certification, First Aid and CPR training, Lead
& Asbestos Awareness training

Experience:

1997 – Present, Allied Building Service Company of Detroit, Inc. Build
outs, new construction, residential, commercial, office, local, state,
and federal government

Duties:

Ensure Safety of company personnel and jobsites. Market company
services and client development. Management of projects from
inception through close-out, including adherence to safety
procedures, submittals, scheduling, subcontractor coordination, and
customer satisfaction. Contract and subcontract development and
execution.

Project Experience:

5 Year JOC Contract with USPS, Michigan all (3) zones

Provide Construction services for projects ranging from less than
\$2,000.00 to \$1Million.

5 Year Regional IDIQ Contract with GSA, Michigan

Provide construction services for projects ranging from less than
\$2,000.00 to \$1Million primarily interior renovation projects. We
have successfully completed (2) five year contracts.

5 Year Local IDIQ Contract with GSA, Michigan

Provide construction services for projects ranging from less than
\$2,000.00 to \$1Million primarily interior renovation projects

5 Year Regional IDIQ Contract with GSA, Ohio

Provide construction services for projects ranging from less than
\$2,000.00 to \$1Million primarily interior renovation projects. We are
in currently operating in the second 5 year contract.

Project Experience:

State of Michigan ISID Contract

Emergency and multi-scope projects from \$10K to \$2Million.
Contract is accepted into Michigan's MiDeal program and utilized by:
several political subdivisions within Michigan

Building Service, Renovations, and Upgrade Contracts / Multi-Year Contracts with projects from \$500 to \$1Million

Washtenaw County - multiple locations and scopes of work
Oakland County - multiple locations and scopes of work
Livingston County
Several Michigan Cities and Schools
Toyota Technical Center, multiple locations
Selfridge ANG Base, multiple locations
Various Retail Stores, multiple locations
Kenyon Management, multiple locations

Social Security Offices (2), Detroit, MI

Design / Build ground-up 10,000 Sq. Ft. single story Social Security Office Adhere to GSA requirements and provide full set of drawings for permit. Manage all aspects of construction from site work and infrastructure through finishes and landscaping

Theodore Levin Federal Courthouse, Detroit, MI

Demo and renovate Judges Chambers 4th floor included custom woodwork throughout. Repair flood damage - multiple locations on multiple floors throughout building

Selfridge Air National Guard Base, Mt. Clemens, MI

Provide and install 37,000+ LF air strip security fence including:
Value engineering of a mow strip, explosive ordinance avoidance, security gates, site restoration

State of Michigan Family Independence Agency Offices

Remodel entire interior of eleven FIA offices. Work included new electrical and HVAC throughout, office additions, new ceilings, flooring, and painting

Greater Corktown Development Corporation, Detroit, MI

Construction of 30 single family homes on vacant lots in an existing neighborhood. Homes were funded through HUD HOME funds, Community Development Block Grants, and private financing

Employee Name/Title:

Keith Hunt, Project Manager - Mechanical

Qualifications/Licenses:

Mechanical Engineering, Macomb County Community College 1981;
Mechanical Contractor 24 + years, License ID No. 7107757 State of Michigan, City of Detroit High Pressure Boiler License, 30 Hour Construction Safety & Health OSHA Certificate, Hilti Firestop product certification, Lead & Asbestos Awareness Training

Experience:

1982-1989, Stroh Brewing Company

Provided Mechanical Maintenance and Installation for 300,000 Sq. foot mixed use office building.

1989-Present, Allied Building Service Company, Inc. Service manager / Project manager

Mechanical Maintenance, New Installation, Design build, New Construction and Retro fits.

Member of Northwestern Tech Trade school advisory board.

Duties:

Estimate HVAC mechanical work. Confirm work complies with owner specifications: Oversees projects schedule. Review safety procedures: Attend weekly on site construction meetings with customer, architect, and project supervisor. Consults with Allied's on site project supervisor in charge of day to day mechanical work.

Project Experience:

Stroh River Place

Ongoing maintenance for 300,000 sq. foot office building, service, and installation of HVAC systems for multiple offices within an office complex. Service occurs on a scheduled and on call basis. Oversees onsite staff.

Port Huron Federal Building

Allied demolished the existing air handling unit and associated ductwork and plumbing including steam, fire suppression, and municipal water lines. Abatement of asbestos insulation was

required prior to demolition. A new air handling unit was installed with an extensive controls system allowing for remote access to conditioned space of the building. Electrical service for the unit was branched from the buildings main service to the location of the new air handling unit. New steam lines, water lines, exterior louvers, and duct work were installed. Previously refinished drop ceilings were removed and reinstalled to allow for the installation of new VAV boxes and associated controls.

Social Security Offices, Detroit, MI

Design/ Build of 10,000 Square foot Social Security Office. Design office building based on GSA requirements; provide full set of drawings for permit. Perform all sitework, underground, foundations, construct brick veneer 1-story building necessary interior partitions, plumbing, HVAC, electrical, communication system, security walls, parking lots, security fencing and landscaping.

McNamara Federal Building Detroit, MI

Demo space and build out 16,000 square feet of 18th floor of the McNamara Federal Building, Detroit, MI: Demo work, new walls, new ceiling, HVAC modifications, plumbing, electrical work and security work.

State of Michigan FIA Offices, Detroit, MI

Construct addition an office building and remodel existing space in 11 other State of Michigan Family Independence Agency Offices. Work included electrical, plumbing, HVAC, flooring, carpentry, painting, roofing, masonry, and foundations

State of MI, Lansing Chamberlain Court House Lansing, MI

Demo out existing steam piping and space, convectors, and controls. Install new JCI Control system; install new copper hot water lines, and new convectors, circulating pump. Provide start up and water balance.

Employee Name/Title:

Ron Kozlowski, Lead Project Engineer

Qualifications/Licenses:

Electrical Apprentice, 30 Hour Construction Safety & Health OSHA, Lead & Asbestos Awareness Training, First Aid and CPR training

Experience:

January 2014 – October 2016, All City Electrical Contractors Inc. Electrical Estimator specializing in industrial and commercial applications.

November 2016 – Present. Allied Building Service Company of Detroit, Inc.

Build outs, new construction, residential, commercial, office, local, state, and federal government

Duties:

Analyze blueprints and project specifications to determine material and labor requirements and costs in commercial, residential, and industrial settings.

Maintain constant contact with general contractors and customers to ensure the projects run smooth, on budget and meet the requirements of the customer.

Contact suppliers and subcontractors to negotiate pricing, leads and installation times for required materials to ensure maximum profit and scheduled deadlines are met.

Prepare, send and organize all project documents such as proposals, DTE load sheets, take off sheets, submittals, change orders, RFI's, permit applications, AIA billing documents etc

Project Experience:

Starkweather Station, Plymouth, MI

Thoroughly inspect prints and specifications to ensure an accurate and proper estimate for (2) ground up apartment buildings.

Calculate costs for necessary material, labor, and subcontractor work to determine project budget.

Rework engineered drawings to provide the customer a cost savings opportunity

Order required material per project specifications.

Prepare all permit applications, AIA billing and submittal documents

Tamarack Camps Applebaum Village, Ortonville, MI

Ground up camp site including multiple bunkhouses and an activity center.

Prepare an estimate to supply all necessary labor and equipment to complete the project while conforming to the required specifications. Value engineer lighting package to offer savings for customer Provide new primary service for campsite and secondary services for all bunkhouses and activity center

Tokyo Rope USA, Canton, MI

Provide all necessary pricing and equipment for 50,000+ SF building shell.

Coordinate with various trades in order to properly schedule equipment installations throughout various stages of the project.

Work with DTE planning to relocate existing power pole and supply necessary power to meet building load requirements

On Demand Mail Services LLC, Pontiac, MI

Prepare and present pricing for upgrades to the existing warehouse facility

Demo existing outdated power and lighting equipment.

Coordinate saw cutting and asphalt replacement during new primary conduit runs.

Update all existing equipment to meet and conform to NEC requirements.

Coordinate with Kohler to provide temporary generator for other trades to successfully perform necessary improvements

Create new state approved electrical drawings including site lighting, DTE easements, one-line diagram, lighting and power locations.

Work with DTE engineers to provide adequate power to feed new equipment.

Employee Name/Title:

Mike Deason, Controller

Qualifications/Licenses:

Bachelor Degree in Business Administration at Eastern Michigan University, Specializing in Finance

Experience:

1994-Present, Allied Building Service Company of Detroit, Inc.

Duties:

Manage and oversee financial duties for Allied Building Service Company of Detroit, Inc. and its sister companies,

Project Experience:

Project oversight and budget management for contracts not to exceed certain amounts, running accounting software for reports, executing ARRA reports for a Government contracts, abiding by the rules and regulations of the Service Contract Act, Davis Bacon Act, and processing certified payrolls to customers

Employee Name/Title: **Matt Keller**, Project Manager / Personnel Manager / Estimator / Quality Control

Qualifications/Licenses: OSHA 30 Hour Construction Health & Safety Cert.
Lead & Asbestos Awareness Training, HILTI FireStop Equipment Certified, Aerial Lift Training, Army Corp of Engineers Construction Quality Management Certificate, 20+ years on hands on and supervisory construction experience

Experience:

2010 – Present, Allied Building Service Company
Personnel Manager / Project Manager

2009- 2010 John Spain Builders
Carpenter / Superintendent

1994 – 2009 Kodiak Contractors – Edge Construction Services
Carpenter / Foreman / Multi Crew Supervisor

Duties: Project oversight from estimating thru execution to closeout. Coordination and planning with all in house field personnel as well as sub-contractors. Manage and schedule in house tradesmen with coordination of other project managers.

Project Experience: ***Medical Media Library Design-Build Renovation, Detroit U.S. Veterans Affair Medical Facility***
Project experience on this project consists of everyday onsite supervisor for all in-house tradesmen and subcontractors involved. Keep track of onsite safety meetings and progress meeting and report progress and daily logs to VA and Army Corp representatives.

Gate 1 Security Building Detroit Arsenal, Warren, MI
Project included removal of all finishes, drywall, ballistic doors, and guard booths damaged in a flood. Coordinated and oversaw all phases including demolition, mold remediation, security mesh, drywall, millwork, painting, ballistic security doors, placement of guard booths, and security controls.

Multiple Renovation and Security Projects, Oakland County, MI

Numerous projects over multiple years under contract with the county. Projects vary in size including office renovations, repainting of buildings, and interior face lifts. Security projects as well at courthouse entry, jail, juvenile detention center, and executive office buildings.

Employee Name/Title:

Thomas Reibitz, Project Manager

Qualifications/Licenses:

December 1990	The University of Michigan, BA in Communications
April 2016	30 Hours OSHA Certificate Construction Safety and Health
October 2016	CDL Michigan License

Employment Experience:

2016 – Present,
Allied Building Service Company of Detroit, Inc.

Duties:

Estimate and negotiate bids and contracts. Schedule contractors to perform needed duties. Manage submittals, materials, permit procedures, invoicing and all close out documentation.

Project Experience:

Wayne State University – Detroit, MI

New residence hall remodel of old cafeteria room. Removed counters and shelving units of room, enclosed wall opening in frosted glass. New flooring, paint, acoustical ceiling, and electrical to become office for residence hall managers. Fire suppression upgrade in new entry way.

City of Southfield – Southfield, MI

Addition of new storage room in the Southfield police parking garage. Build 1,200 square foot cement block storage room with fencing, lighting, epoxy paint, and guard rail upgrades. All work done in highly secured area.

Lansing Community College – Lansing, MI

Complete first floor remodel of entire AARP suite. Demolition of entire east wing offices. New design of walls and ceiling with new fire alarm and fire suppression upgrades. Coordinated a three-phase remodel to allow for employees to continue working throughout project. New millwork and countertops in break and work rooms. Appliance and plumbing upgrades in kitchen with new paint, wall paper, and flooring throughout entire suite.

Employee Name/Title: Michael Bolan, Electrical Project Manager

Qualifications/Licenses: Licensed Journeyman with over 20 years' experience in the trade
30 Hour OSHA Certificate
Lead/Asbestos awareness
CPR certified – AED Training
Certified to operate a man lift

Experience:

- 12/18 - Current – Allied Building Service**
Project Manager
- 2/13 – 12/18 O'Donnell Electric**
Foreman
- 1/05 – 2/13 Griffen Electric**
Foreman

Duties: Include but not limited to: Estimating, setting budgets, purchasing, manpower, scheduling and hiring Subcontractors

Project Experience:

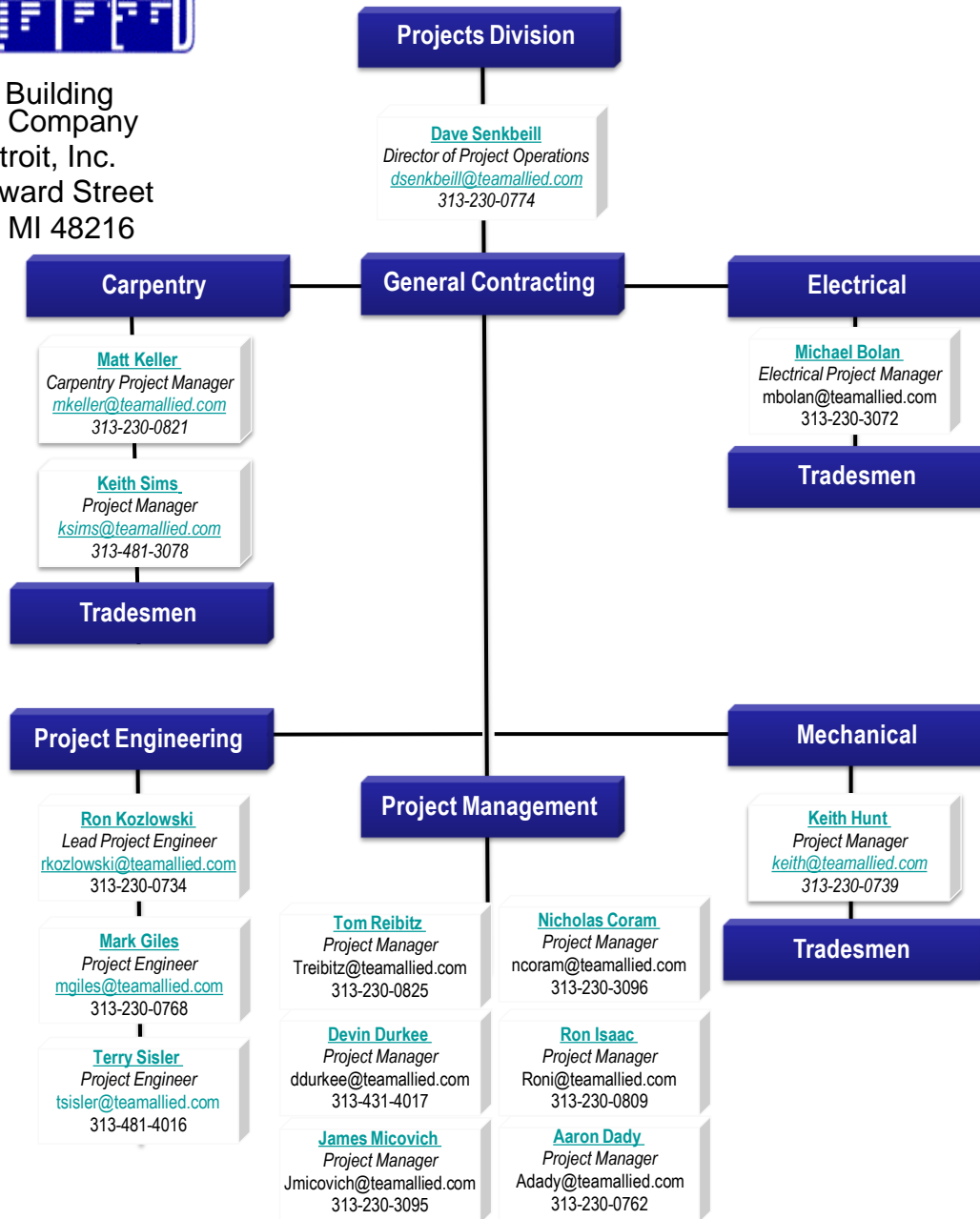
Texas De Brazil Restaurant, Detroit
Daily oversight of large buildout at the Compuware Building. Scope included demolition of multiple spaces totaling over 4,000 sq ft. New work included a new service, kitchen, bar, dining room, LED lighting and controls, fire alarm, Ansul system, exhaust fans on roof, and data drops.

Met Life Insurance Office Buildout, Southfield
Daily oversight of office buildout totaling over 30,000 sq ft. Scope included demolition of multiple spaces covering the whole floor. The new build included: new metering for the service, new LED lighting and controls, power and data for cubicles, fire alarm, backup UPS system.

Price Right Auto and RV, Sterling Heights
Daily oversight of a ground up addition totaling over 3,000 sq ft of bays to service RVs. Scope of work for addition: new sub panel, new LED high bays, power for overhead doors, power for tube heating, and outlets for the mechanics (120 & 240 volts). Site work included: exterior wall packs, new bases and parking lot pole lights, and power to a propane distribution tank.



Allied Building
Service Company
Of Detroit, Inc.
1801 Howard Street
Detroit, MI 48216



David A. Conrad, PE

Vice President



As Lead Mechanical Engineer, Dave will be responsible for production of the mechanical systems design in collaboration with the lead electrical engineer and architect. He will participate in all phases of the project, from establishing design criteria and verifying existing field conditions, to performing heating and cooling load calculations, design and layout of systems, preparation of specifications, reviewing shop drawing submittals, and conducting field observation.

Dave has experience in building heating and cooling load analyses, ductwork layout and sizing, HVAC piping layout and sizing, piping hydraulic analyses, and field investigation.

Dave's 20 years of experience includes systems design for new construction and renovation of various types of facilities, with a particular emphasis on sports facilities.

Project Role
Education
Professional Registrations
Professional Memberships

Lead Mechanical Engineer
Bachelor of Science in Architectural Engineering, Kansas State University
Professional Engineer - MI (PE)
American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE);
Engineering Society of Detroit (ESD)

Relevant Project Experience

- **State of Michigan, Detroit, MI**
Department of Natural Resources Outdoor Adventure Center Sanitary Venting
Department of Human Services Clark Street Office Tenant Improvements
Detroit Detention Center Mound Correctional Facility Conversion
Belle Isle Casino Building Boiler Replacement
Belle Isle Aquarium Heating System Upgrades
Belle Isle Aquarium MEP Renovations
Belle Isle Radio Station Renovation
- **State of Michigan, Lapeer, MI**
Dept. of Military and Veteran Affairs Lapeer National Guard Armory Reno Ph 2
- **State of Michigan, Saline, MI**
Center for Forensic Psychiatry Maintenance Projects
- **State of Michigan, Ypsilanti, MI**
Washtenaw Armory Interior Renovations
Washtenaw Armory Site Renovations
- **Department of Natural Resources, Brighton, MI**
Stewardship Building Facility Condition Analysis and Design
- **General Services Administration, Various Locations, MI**
Ann Arbor Probation Office Relocation - *Ann Arbor*
Office Reno at Detroit Metropolitan Wayne County Airport - *Romulus*
Theodore Levin Courthouse & Chambers 8th Floor Tenant Improvements - *Detroit*
Theodore Levin Courthouse 7th Floor Judges' Chambers Renovations - *Detroit*
U.S. Marshal Service Office Building Renovation - *Port Huron*
Levin Courthouse Air Conditioning Units 6 & 8 Replacement - *Detroit*
- **Blue Cross Blue Shield of Michigan, Detroit, MI**
Cornice and Slate Building Renovation
Boiler Replacement Design/Build Project
Jefferson Building Standby Power



Eric M. Graettinger, PE, LEED AP BD+C

Vice President



Eric's responsibilities as Lead Electrical Engineer include the technical production of a project, such as system design and layout, product research, documentation and drawing review submittals, and field investigations. He also monitors the budget and schedule throughout the course of a project.

Eric has been involved in the design of specialty indoor and outdoor lighting systems; medium- and low-voltage power distribution systems; fire alarm systems; emergency power distribution systems; power system evaluations; studies for existing primary and secondary distribution systems; and facility condition studies.

Eric's 22 years of electrical engineering experience includes both new construction and renovation of retail, commercial, institutional, government, corporate, and prototype facilities.

Project Role Education

Professional Registrations Professional Accreditations

Professional Memberships

Lead Electrical Engineer
Bachelor of Science in Electrical Engineering,
University of Detroit Mercy
Professional Engineer - MI, AZ, IN, FL
USGBC LEED Accredited Professional
(LEED AP BD+C)
Illuminating Engineering Society - Board
of Manager Member; Past-President of
Detroit Section

Relevant Project Experience

- **State of Michigan, Detroit, MI**
Belle Isle Casino Building Boiler Replacement
Cadillac Building Tenant Improvements
Department of Human Services Clark Street Office Tenant Improvements
Detroit Detention Center Mound Correctional Facility Conversion
- **State of Michigan, Grand Ledge, MI**
Army National Guard Grand Ledge Armory Cooling Tower Study
- **State of Michigan, Bay City, MI**
Bay City Armory Renovations
- **General Services Administration, Various Locations, MI**
Ann Arbor Probation Office Relocation - *Ann Arbor*
Office Reno at Detroit Metropolitan Wayne County Airport - *Romulus*
Theodore Levin Courthouse & Chambers 8th Floor Tenant Improvements - *Detroit*
Theodore Levin Courthouse 7th Floor Judges' Chambers Renovations - *Detroit*
U.S. Marshal Service Office Building Renovation - *Port Huron*
Theodore Levin U.S. Courthouse Design Development - *Detroit*
McNamara Federal Building Emergency Lighting Upgrades - *Detroit*
- **TACOM, Warren, MI**
Building 212 Phase 2
Building 212 Substation Replacement
- **United States Postal Service, Various Locations, MI**
Alanson New Post Office - *Alanson*
Bloomfield Hills Finance Station - *Bloomfield Hills*
Fire Alarm Upgrade - *Northville*
Building Renovations - *River Rouge*
- **City of Ann Arbor, Ann Arbor, MI**
New Municipal Center, Police HQ, and 15th District Court Building



Scott A. Garrison Principal



As Principal in Charge, Scott will lead the project team to ensure the client's project goals are met and the client's expectations are exceeded. He works closely with the project team throughout each phase of a project and actively participates in the technical production of the electrical and communication systems. Scott's project responsibilities range from setting initial design criteria, to producing technical drawings and specifications and overseeing construction activities.

Scott has worked on systems ranging from large campus medium voltage distribution systems and telecommunications structured cabling to photovoltaic electric generation.

Scott's 30 years of engineering and project experience includes renovations and new construction of multiple types of facilities.



Project Role Education Professional Memberships

Principal in Charge
Bachelor of Science in Engineering Technology, Wayne State University
Illuminating Engineering Society (IES);
American Solar Energy Society (ASES),
National Fire Protection Association (NFPA); 7x24 Exchange of Southeast Michigan

Relevant Project Experience

- **State of Michigan, Detroit, MI**
Department of Human Services Clark Street Office Tenant Improvements
- **State of Michigan, Lansing, MI**
Department of Management & Budget Surplus Building Renovation
- **State of Michigan, Saline, MI**
Center for Forensic Psychiatry Maintenance Projects
Center for Forensic Psychiatry Perimeter Lighting LED Upgrades
- **State of Michigan, Ypsilanti, MI**
Washtenaw Armory Interior Renovations
- **General Services Administration, Detroit, MI**
Theodore Levin U.S. Courthouse Design Development
- **Bedrock Real Estate Services, Detroit, MI**
First National Building Infrastructure Study
Titlesource First National Building Tenant Improvements
Chrysler House Floors 4, 5, and 12-20 Tenant Improvements
David Stott Building Primary Electrical Service and Primary Switchgear Replacement
- **City of Ann Arbor, Ann Arbor, MI**
Ann Arbor Police and Court Building LEED Gold Design
- **Blue Cross Blue Shield of Michigan, Southfield, MI**
Blue Care Network Commons Renovation Master Plan
Blue Care Network Office Building Infrastructure Study
- **Detroit Wayne County Joint Building Authority, Detroit, MI**
Coleman A. Young Municipal Center Master Plan
- **Detroit Wayne County Port Authority, Detroit, MI**
New Public Dock & Terminal Building

SCOTT W. GOODSSELL, AIA, NCARB

PROJECT MANAGER/PRINCIPAL ARCHITECT

G.H. Forbes Associates Architects, P.C.



PROJECT ROLE: *Project Manager/Principal Architect*

EDUCATION: *University of Michigan – Bachelor of Science in Architecture, Master of Architecture*

PROFESSIONAL REGISTRATIONS: *Architect – MI, OH, IL
MI License No. 1301047664*

PROFESSIONAL MEMBERSHIPS: *American Institute of Architects; National Council of Architectural Registration Boards*

Project Experience

Mr. Goodsell has more than 20 years of combined professional experience as an architect working primarily in Michigan. He is the President of GHFAA. Mr. Goodsell is responsible for project planning, program & design, coordination of consulting disciplines, field observation, management of contract document production, in-house task distribution and quality control. He has been involved in more than 80 remodeling projects for the General Services Administration and other government entities and his responsibilities have included management of professional activities, on-site investigations, technical evaluations of existing buildings systems, supervision of working drawings & specifications, and coordination & monitoring the construction administration activities. He has also provided design and construction administration services for several new building additions and stand-alone buildings including site improvements for the private sector.

General Services Administration

- USCA 2nd Floor Judge's Chambers Renovation; Charles Chamberlain Federal Building & U.S. Courthouse, Lansing
- USCA 2nd Floor Judge's Chambers Renovation; Ann Arbor Federal Building & U.S. Post Office
- Probation Urinalysis Lab; Charles Chamberlain Federal Building & U.S. Courthouse, Lansing
- US Attorney's Office; Charles Chamberlain Federal Building & U.S. Courthouse, Lansing
- Levin Prospectus Modernization; Theodore Levin U.S. Courthouse, Detroit
- USDC Chambers and Courtroom Renovation; Flint U.S. Courthouse
- DMVA North Building Renovation, Lansing; Reserve Forces Service Center
- Masonry Repairs and Roof Replacements; Hart-Dole-Inouye Federal Center, Battle Creek
- Exterior Restoration (Building 5 Windows); Hart-Dole-Inouye Federal Center, Battle Creek
- Secure Perimeter; Ann Arbor Federal Building & Hart-Dole-Inouye Federal Center
- New Fitness Center; Theodore Levin U.S. Courthouse, Detroit
- USDC 5th Floor Clerks Renovation; Theodore Levin U.S. Courthouse, Detroit
- USDC 7th Floor Judges Chambers Renovation; Theodore Levin U.S. Courthouse, Detroit
- USDC 5th Floor Clerks Renovation; Theodore Levin U.S. Courthouse, Detroit
- USCA 6th Floor Clerks Renovation; Theodore Levin U.S. Courthouse, Detroit
- USMS 5th Floor Detention & Administration Offices; Gerald R. Ford Federal Building & U.S. Courthouse, Grand Rapids
- Fire Alarm System Replacements; Various Federal Buildings in Michigan
- Elevator Improvements; Ann Arbor Federal Building & U.S. Post Office
- Initial Space Alteration – U.S. Land Port of Entry Sault Sainte Marie
- New Judge's Elevator Design/Build Project; Charles Chamberlain Federal Building & U.S. Courthouse, Lansing

State of Michigan & Other Works

- Washtenaw Armory Renovations, Ypsilanti; National Guard
- Michigan Memorial Funeral Home and Additions, Flat Rock
- New Administration Building and Fellowship Hall, Middleville, Ohio



VISIT US @ www.ghfaa.com
Scott Goodsell

THERESA SCHERWITZ, AIA, LEED AP-ID+C, NCARB

PRINCIPAL ARCHITECT

G.H. Forbes Associates Architects, P.C.



PROJECT ROLE: *Principal Architect*

EDUCATION: *University of Michigan – Master of Architecture
Bachelor of Science, Natural Resources & Environment*

PROFESSIONAL REGISTRATIONS: *Licensed Architect – MI, License No.
1301059775*

PROFESSIONAL MEMBERSHIPS: *Leadership in Energy and Environmental
Design Accredited Professional; MSHPO Historic Architect; National
Council of Architectural Registration Boards; American Institute of
Architects (AIA); AIA Building Codes and Regulations Committee; Historic
Preservation Network*

Ms. Scherwitz has 12 years of professional experience and is a Principal Architect and owner at Forbes. She is responsible for project management and all aspects of design and construction services as well as mentoring staff. Her responsibilities include facilitating client meetings, managing consultants and CAD technicians, project planning, program and design, overseeing the production of construction documents, cost estimating and managing construction. She has served as the Designer of Record and field inspector on numerous projects for the General Services Administration and the State of Michigan. She is the primary designer for LEED related work.

Project Experience

State of Michigan

- ASWC Steel Truss Replacement – Detroit
- Boiler Replacement Belle Isle Casino – Detroit
- Sprinkler Replacement Belle Isle Casino – Detroit
- Outdoor Adventure Center Structural Improvements – Detroit
- Armory Building Addition and Renovation – Lapeer
- Washtenaw Armory Renovations – Ypsilanti
- Structural Study Aquarium and Conservatory – Detroit
- Light Guard Armory Renovation – Detroit
- Cadillac Building Tenant Improvements – Detroit
- Cadillac Place Entry Study and Renovation – Detroit
- Mechanical Study – Grand Ledge

General Services Administration

- Levin Chambers 867 Modifications - Detroit
- Rosa Parks DHS ERO/OPLA Renovation – Detroit
- Elevator/USMS/USDC – Marquette
- Probation Office Renovation – Ann Arbor
- USDC Workplace 20/20 – Bay City
- Theodore Levin Courthouse 8th Floor Chambers – Detroit
- U.S. Marshal Service Office Building Renovation – Port Huron
- Jury Room – Kalamazoo
- USDC 5th Floor Renovation – Detroit
- USCOA Judge's Chambers – Ann Arbor
- DHS Fitness Center – Detroit
- Levin Sidewalk Replacement - Detroit



VISIT US @ www.ghfaa.com
Theresa Scherwitz



• *Building Services* • *Construction* • *Contracting* • *Cleaning* • *Supplies*

APPENDIX C

∧ PROJECT EXAMPLES



BUILDING SERVICE COMPANY

**GENERAL CONTRACTING
SERVICES**

COMPANY PROFILE AND PHILOSOPHY

Allied Building Service provides the Southern Michigan and Northern Ohio with design/build, construction, maintenance, repair, janitorial, electrical, HVAC, and mechanical services. Allied strives to establish long-term customer / contractor relations by providing professional and responsive service in accordance to our customers needs.

Legal Name	Allied Building Service Company of Detroit, Inc.
Address	1801 Howard Street Detroit, Michigan 48216
Telephone Number	(313) 230-0800
Facsimile Number	(313) 230-0811
Web Address	www.teamallied.com
E-Mail	mquyot@teamallied.com
Type of Service	General Contractors, Design/ Build, Build Out, Remodel, Maintenance, Repair and Installation of HVAC, Electrical, Plumbing and Mechanical Systems Janitorial and Specialty Cleaning, Floor and Carpet Care, Window Cleaning Janitorial and Housekeeping Supplies, Maintenance Equipment
Form of Business	Michigan Corporation
Ownership	Woman Owned, Wayne County Certified, Detroit Based Enterprise (DBE)
Associated Companies	Allied Eagle Supply Company Allied Window Cleaning
Years of Business in Detroit	Seventy-Two Years in business. Started in 1948.
Location Size	Over 60,000 sq. ft. Main Offices and Warehouse
Bank Reference	Comerica Bank 2200 West Fort Detroit, Michigan 48216 Ghada A Jaafar (248) 223-5768
Bonding Address	VTC Insurance Group 1175 West Long Lake Road, Suite 200 Troy, Michigan 48098 Ian Donald (248) 828-3377
Financial Statement	Available on request Duns Number 01-6820102 - Cage Code – 0HXH8



SERVICES OVERVIEW

ALLIED BUILDING SERVICE COMPANY

- General Contractor
- Design Build
- New Construction
- Renovation
- Tenant Space Build Out
- Facility Maintenance and Handyman
- Janitorial and Cleaning
- Window Washing
- Dock and Doors
- HVAC, Mechanical, Electrical, and Plumbing, Maintenance and Installation

SERVICE AREAS

Residential Construction

Adaptive Reuse

Commercial and Office Space Renovation and Repair

Governmental Facilities Construction and Renovation and Repair

Residential Home Repair

Commercial Building Construction



PROFILE OF SERVICES-GENERAL CONTRACTOR

PRECONSTRUCTION SERVICES

- Building design and engineering system feasibility and cost evaluations
- Coordination with engineer and architect
- Phasing, scheduling, and logistics
- Construction draw scheduling
- Pre-Qualification of subcontractors, manufacturer, and scheduling
- Coordinate and meet with appropriate entities during plan approval/permitting process
- Construction methods and materials feasibility and cost evaluation (such as conventional vs. prefabricated)
- Draw procedure and compliance coordination/meetings with financiers

CONSTRUCTION SERVICES

- Hiring, coordination, and supervision of subcontractors and suppliers
- Coordination and meetings with architect and lenders
- Completion of paperwork for Davis Bacon Act and Executive Order 22
- Completion of paperwork for construction draw requests resulting in a lender ready draw package submitted to developer
- Security measures to prevent materials loss/theft
- Expedited permit procurement abilities

Allied believes that by providing comprehensive preconstruction and construction services we can improve the efficiency of all phases of your construction project by eliminating potential delays in the project schedule, accelerating the plan and budget approval process, and expediting the construction disbursement process. Additionally, our preconstruction services can help eliminate potential change orders and keep construction costs to a minimum.

NOTE: Allied and G.H. Forbes/PBA worked together on several of the projects examples provided by both Allied and G.H. Forbes as listed below in Appendix C.

PROJECT PROFILE

Project Name

Oakland County
Clarkston DC Security Enhancements

Project locations

Clarkston District Court
5850 Lorac Drive Clarkston MI

Client

Oakland County

Architect

Oakland County Facilities Planning
And facilities engineering

Total Project Cost

\$296,303.00

Project Description

Install new security station, replace storefront entryway and rework existing courtroom doors

Project Financing

Public Funding

Contact Information

Oakland County Senior Project Manager
Jim Emerick



PROJECT PROFILE

Project Name

Van Buren Schools Fascia
And Soffit Replacement

Project locations

Savage and Tyler Elementary
Belleville MI

Client

Van Buren Schools

Architect

TMP Architecture

Total Project Cost

\$349,037.00

Project Description

Remove and replace existing fascia and soffits
At 2 separate schools (mirrored)

Project Financing

Public Funding

Contact Information

Van Buren Schools Director of Buildings and Grounds
James Williams



PROJECT PROFILE

Project Name

Farmington Schools BP6
Power Middle School

Project location

34740 Rhonswood St
Farmington Hills, Michigan

Client

Farmington Public Schools
McCarthy Smith Construction

Architect

Wakely Associates, Inc
Peter Basso Associates

Total Project Cost

\$827,689.41

Project Description

Remove and replace existing power and lighting systems. Work directly with DTE for customer rebate and incentive bonus

Project Financing

Public Funding

Contact Information

McCarthy Smith Project Manager
Aaron Phillips



PROJECT PROFILE

Project Name

USPS Royal Oak Retaining Wall

Project location

310 W. 11 Mile Road
Royal Oak, Michigan

Client

United States Postal Service

Architect

Siegal/Tuomaala Associates

Total Project Cost

\$476,228.01

Project Description

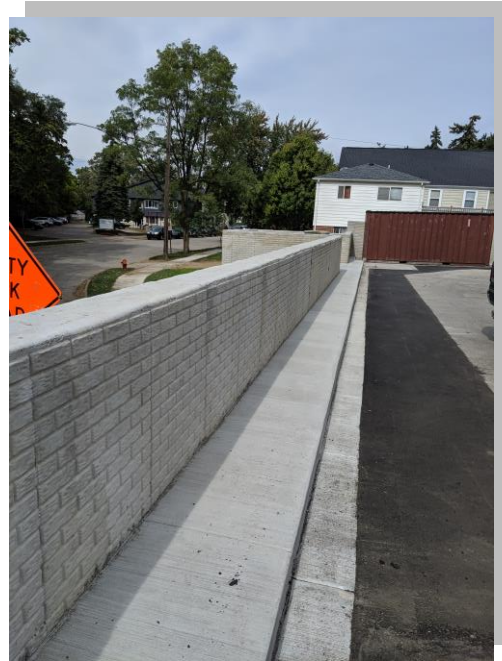
Design and construction of United States Postal Service retaining wall and associated sidewalks, curbs and aprons.

Project Financing

Federal Funding

Contact Information

United States Postal Service Architect/Project Manager
Charles Durocher



PROJECT PROFILE

Project Name

Detroit Light Guard
Armory Modifications

Project location

Detroit, Michigan

Client

Michigan Department of
Technology, Management and
Budget

Architect

Robert C Hall
State of Michigan
Design and Construction Division

Total Project Cost

\$463,780.24

Project Description

Interior demolition, design, and build out
of existing armory interior office space.
New work includes lighting, power, fire alarm,
data, acoustical ceiling, framing and drywall etc...

Project Financing

Public Financing

Contact Information

Michigan Department of Military and Veterans Affairs Design Manager
Brian Bushnell



PROJECT PROFILE

Project Name

Casino Improvements
Replace Boilers

Project location

Belle Isle
Detroit, Michigan

Client

Scott Dekorte, State of Michigan
DTMB and Robert Clancy
State of Michigan DNR



Architect

G.H. Forbes and Associates
Architects and Peter Basso
Associates, Inc.

Total Project Cost

\$658,288.41

Project Description

Replacement of existing boilers and domestic hot water tanks. New controls for buildings HVAC systems.

Project Financing

Public Financing

Services Provided

- Demolition, design, and build-out
- Completion of work in historic building

CLIENTS SERVED

Residential Construction

- ◆ *Golf Ridge Properties, L.L.C, Golf Ridge Homes, Livonia, MI*
- ◆ *Lake St. Associates, Lake Street Apartments, South Lyon, MI*
- ◆ *Greater Corktown Development Corporation, North Corktown Scattered Site Infill Single Family Homes, Detroit, MI*
- ◆ *Lafayette Woods Condominiums, South Lyon, MI*
- ◆ *Messiah Housing Corporation, Bellevue Village Homes, Detroit, MI*

Predevelopment Services

- ◆ *Oakland Housing Corporation, North Corktown Homes, Detroit, MI*
- ◆ *Jefferson Avenue Housing Development Corporation, East Village, Detroit, MI*

Design/Build

- ◆ *Veterans Memorial Hospital, Detroit, MI*
- ◆ *Children's Place, Multiple Metro Detroit Locations*
- ◆ *Social Security Administration Offices, Detroit, MI*
- ◆ *Metro Produce Terminal, Detroit, MI*
- ◆ *Stone Ridge Office Park IV*
- ◆ *State of Michigan – Department of Natural Resources*
- ◆ *State of Michigan – Dept. of Military and Veterans Affairs*
- ◆ *State of Michigan – Gaming and Control Board*

Commercial Renovations

- ◆ *The Detroit Club, Detroit MI*
- ◆ *Starbucks, Birmingham, MI*
- ◆ *Children's Place, Taylor, MI*
- ◆ *UPS, Livonia, MI*
- ◆ *UPS, Roseville, MI*
- ◆ *Countrywide Financial, West Bloomfield, MI*
- ◆ *Farmington Public Schools, Farmington Hills MI*
- ◆ *Plymouth Canton Schools, Plymouth MI*
- ◆ *Berkley Public Schools, Berkley MI*

CLIENTS SERVED

Government

- ◆ *Veterans Memorial Hospital, Ann Arbor, MI*
- ◆ *Veterans Memorial Hospital, Detroit, MI*
- ◆ *Selfridge Air National Guard Base, MI*
- ◆ *Drug Enforcement Agency*
- ◆ *GSA – Michigan*
- ◆ *GSA - Ohio*
- ◆ *State of Michigan – Department of Management and Budget*
- ◆ *State of Michigan – Dept. of Military and Veterans Affairs*
- ◆ *State of Michigan – Gaming and Control Board*
- ◆ *State of Michigan – Department of Corrections*
- ◆ *State of Michigan F.I.A., Multiple Metro Detroit Locations*
- ◆ *United States Coast Guard, Detroit, MI*
- ◆ *Oakland County – Multiple Facilities, Oakland County, MI*
- ◆ *Washtenaw County-Multiple Facilities, Washtenaw County, MI*
- ◆ *St. Clair County*
- ◆ *City of Dearborn*
- ◆ *City of Wixom*
- ◆ *City of Ferndale*
- ◆ *Wayne County Parks and Recreation*
- ◆ *Department of Homeland Security*

Facility Maintenance

- ◆ *Premier Property Management, Metro Detroit*
- ◆ *Kenyon Management, Metro Detroit*
- ◆ *The Fourmidable Group, Metro Detroit*
- ◆ *Daimler Chrysler, Southeast MI*
- ◆ *Motor City Casino, Detroit, MI*
- ◆ *MGM Grand Casino, Detroit, MI*
- ◆ *Greektown Casino, Detroit, MI*
- ◆ *Honeywell, Detroit, MI*
- ◆ *Motorolla, Farmington Hills, MI*
- ◆ *UPS, Southeast MI*
- ◆ *Fed Ex, Southeast MI*
- ◆ *REI, Southeast MI*
- ◆ *Barnes and Noble, Southeast MI*
- ◆ *Home Depot, Southeast MI*
- ◆ *Staples, Southeast MI*
- ◆ *Office Max, Southeast MI*
- ◆ *Eddie Bauer, Southeast MI*
- ◆ *GAP, Southeast MI*
- ◆ *Victoria Secret, Southeast MI*

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
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21. TITLE AND LOCATION <i>(City and State)</i> Boiler Replacement – Design-Build Belle Isle Casino - Detroit, Michigan	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014-2015	CONSTRUCTION (if Applicable) 2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Department of Natural Resources	b. POINT OF CONTACT NAME Scott DeKorte	c. POINT OF CONTACT TELEPHONE NUMBER (616)490-6169
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Boiler Replacement at the Belle Isle Casino provided two new boilers as well as hot water heaters, upgrade to controls and modifications to the attic ductwork. G.H. Forbes Associates provided drawings and specifications to replace the two existing hot water boilers that serve fin tube radiators at the perimeter building windows, this included the removal of the existing hot water heaters, new concrete pad and all relative piping systems. Design of coils in the air handling units and variable air volume boxes at the Belle Isla Casino was provided.

Design Services

G.H.Forbes Associates (GHFAA) and Peter Basso Associates (PBA) provided field survey, engineering and architectural design and calculations for the Boiler Replacement at the Belle Isle Casino. The Design Team compiled a pros and cons list to guide the State in determining whether to get new or reuse existing boilers elsewhere on the island. The team also provided information and recommendation to determine the type of boiler most appropriate for the Casino.

Construction Administration

G.H.Forbes Associates (GHFAA) provided field inspection and reports, facilitated construction progress meetings and authored meeting reports. GHFAA drafted bulletins, reviewed cost proposals, answered requests for information and provided Record Documents.



PROJECT RELEVANCE
HVAC equipment and distribution replacement, upgrade, selection;
Maintenance and facility preservation

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME G.H. Forbes Associates Architects, P.C.	(2) FIRM LOCATION <i>(City and State)</i> Royal Oak, Michigan	(3) ROLE Architect
b.	(1) FIRM NAME Peter Basso Associates	(2) FIRM LOCATION <i>(City and State)</i> Troy, Michigan	(3) ROLE Mechanical/Electrical Engineer
c.	(1) FIRM NAME Allied Building Services	(2) FIRM LOCATION <i>(City and State)</i> Detroit, Michigan	(3) ROLE General Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i> ASW Conservatory Structural Improvements Belle Isle Anna Scripps Whitcomb Conservatory, Detroit, MI		22. YEAR COMPLETED PROFESSIONAL SERVICES 2018-present CONSTRUCTION <i>(if Applicable)</i> 2019
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Dept. of Technology Management and Budget	b. POINT OF CONTACT NAME Scott DeKorte	c. POINT OF CONTACT TELEPHONE NUMBER (616) 490-6169

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The 15,000 SF Anna Scripps Whitcomb Conservatory was designed by Albert Kahn and built in 1904. The historic building is composed of the Palm House, North and South Wing, Show Room and Entrance Vestibule. Spanning over seventy feet across and nearly seventy feet in height, the main Palm House required immediate structural repairs due to deterioration of the original steel truss columns.



Picture 1: Palm Dome



Picture 2: Original truss column in the Palm House

The project scope included the replacement of the lower twenty-one feet of the twenty truss columns in the Palm House and assessment and replacement of the tension ring, gusset plates and lower three feet of the upper curved truss columns. To inform the design, we located and reviewed historic drawings and performed field survey to determine actual built conditions. We carefully selected materials to blend into the existing structure and reduce maintenance. Details including fasteners were highly considered for historic authenticity.

The project included two primary challenges. First, the plants within the Palm Dome remained during construction requiring shoring and scaffolding to be designed and constructed around the plants. Careful planning and coordination was required to disconnect heaters and maintain temperatures throughout the duration of construction. The second challenge was the presence of lead-based paint on the original steel members. The paint contained 50% lead which is about as high as it gets in the industry. The paint required proper removal where the members were to be cut. Also, members to be repainted required blasting to prepare the steel surface. We worked diligently with the contractor to ensure proper containments were setup, air monitoring was performed, proper cleaning and testing was completed prior to opening the conservatory to the public on the weekends during construction.

Historical items including thermostats from a 1953 renovation and an Anemometer were salvaged and reinstalled at the end of the project. The project construction was completed in June of 2019.

ASW Conservatory Structural Improvements
 Belle Isle Anna Scripps Whitcomb Conservatory, Detroit, Michigan (CONTINUED)



Picture 3: Anna Scripps Whitcomb Conservatory

Size: 15,000 sq. ft
 Belle Isle ASW Conservatory Structural —
 \$1,270,000.00

PROJECT RELEVANCE:
 Structural Repair; Historic Preservation; Hazardous
 Materials Mitigation; Timely Construction; On Budget

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	G.H. Forbes Associates Architects	Royal Oak, Michigan	Architect / Lead Designer
b.	RSE	Port Washington, New York	Structural Engineer
c.	NTH Consultants	Northville, Michigan	Environmental Engineer
d.	Montgomery Smith, Inc.	Burlington, Kentucky	Historic Preservation Expert

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

EXAMPLE PROJECT KEY NUMBER

TITLE AND LOCATION (*City and State*)
 Probation Urinalysis Lab
 Federal Building - Lansing, Michigan

YEAR COMPLETED

PROFESSIONAL SERVICES
 2011-2013

CONSTRUCTION (if Applicable)
 2014-2015

PROJECT OWNER'S INFORMATION

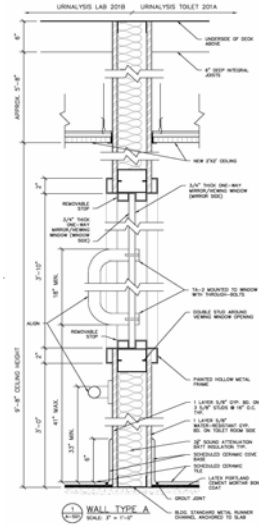
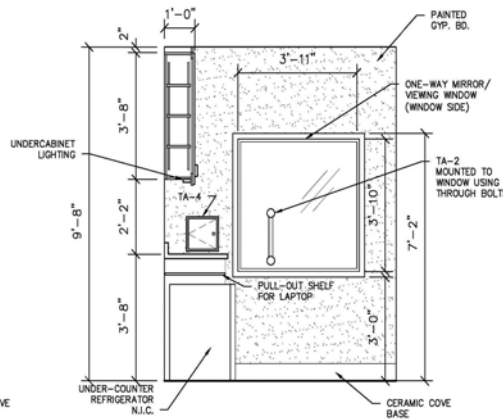
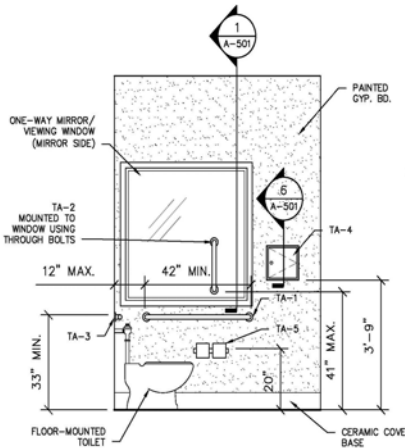
a. PROJECT OWNER
 General Services Administration

b. POINT OF CONTACT NAME
 Fred Yonke

c. POINT OF CONTACT TELEPHONE NUMBER
 (312)- 886-5527

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (*Include scope, size, and cost*)

The Lansing Federal Building is a two-story, historic office building, U.S. Courthouse and U. S. Post Office. The intent of the project was to create a Urinalysis Lab and gun storage closet within existing office space.



Design Services

G.H.Forbes Associates provided field survey and construction documents with NTH Consultants and EAM Engineers. Scope included demolition, new partitions, wall finishes, floor finishes, ceiling finishes, doors and frames, lighting, power, plumbing and HVAC modifications.

Construction Administration Services

G.H. Forbes Associates with NTH Consultants and EAM Engineers provided field inspection for the project. Because the project occurred on Federal property, Forbes acted as the Inspector for Code Enforcement. Duties for professional services for the project included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and field inspection.

Cost of Construction: \$85,000
 Size: 3,300 sq. ft.

PROJECT TYPES:
 ADA Facility Assessment and remodeling
 Interior Remodeling and renovation
 Toilet and / or shower room remodeling or design

FIRMS INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (<i>City and State</i>)	(3) ROLE
a.	G.H. Forbes Associates Architects, P.C.	Royal Oak, Michigan	Architect
b.	Allied Building Services	Detroit, Michigan	General Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION <i>(City and State)</i> Chambers 867 Modifications Theodore Levin U.S. Courthouse, Detroit, MI	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015 - 2016	CONSTRUCTION <i>(if Applicable)</i> 2016-2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER General Services Administration	b. POINT OF CONTACT NAME Stephanie Golowacz	c. POINT OF CONTACT TELEPHONE NUMBER (312) 805-4134
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project required design for a USDC Courtroom and Chambers within the existing space on the 8th floor of the Theodore Levin US Courthouse to renovate tenant offices and associated courtroom. Within the Chambers, all of the flush mounted fluorescent lights were replaced with pendants and custom surface mounted fixtures that were deemed period appropriate. New work included steel stud and gypsum board wall furring and finishes as well as woodworking to install new doors, frames and hardware. Original wood walnut paneling was restored and new built-in shelving added. In the Courtroom new Court Reporter and Deputy desks were added to match existing millwork.

The renovation required research of the original drawings and specifications as well as photographs during construction. Although many of the 1934 materials remained, the original lighting had been replaced with fluorescent fixtures mounted to the plaster ceilings. The objective of this project was to renovate the spaces for a new occupant and upgrade the lighting in a way that is sensitive to the original design while still being functional and energy efficient. The drawing set from the 1934 construction provides a significant amount of detail regarding the courtrooms and chambers as they were intended to be constructed. This includes reflected ceiling plans, interior elevations and lighting designs for the spaces with the highest level of finish. Drawings as well as photographs during the original construction indicate decorative plaster ornaments were located above pendant fixtures in the Courtroom. The Courtroom was one of three similar Courtrooms located on the east side of the building. Portions of the original plaster medallions remain in one of the adjacent courtrooms.



Photo 1: Corridor with Surface Mounted Fluorecent fixtures prior to renovation



Photo 2: Renovated Corridor with Pendant fixtures

Size: 4,200 sq. ft.
Cost of Construction: \$902,449

Project Relevance: Historic Preservation; 3-D Rendering; Lighting improvements; ADA improvements; Plumbing and Mechanical Improvements, Interior decorating

G.H. Forbes Associates Architects (Forbes) collaborated with historic preservation consultant EYP to generate an Historic Lighting Report for the Courtroom and Chambers. The report summarized findings from the original drawings and specifications, existing conditions and included recommendations for replication as well as a modified custom fixture option. Forbes also collaborated with millwork consultant, Woody Vaughn, to perform field tests to determine the existing finish on the walnut wood wall panels and the ash wood wainscot. Using alcohol, acetone and 409, it was determined that a lacquer had been placed over the walnut wood panels throughout the chambers library while most of the remaining wood panels had a varnish finish. This information was used to inform the restoration specifications.



Photo 3: Library prior to restoration with bookcases attached to original wood Panels and surface mounted fluorescent lights.



Photo 4: Determining finish of walnut wood panels.



Photo 5: Walnut wall panels restored in the Library.



Photo 6: New custom light fixtures in Library.

The Documents included removing the surface mounted florescent light fixtures and installing new fixtures that responded to the original design, achieved required lighting levels and achieved energy efficiency standards. The Courtroom lighting design incorporated recessed down lights switched separately than the custom pendants which were designed and lamped in response to the original design. The intention was to provide the ability to recreate the original lighting within the Courtroom and also have the ability to supplement that light in order to achieve the Courts Design Guide.

Wood restoration included removing bookcases anchored into the original walnut wood panels. Anchor holes were repaired and the cracking lacquer finish stripped. New bookcases were designed to be removable as they are scribed around the fluting detail of the original panels. In other areas, walnut wood panels were cleaned, anchor holes patched, and areas refinished where either water or sun damage has occurred. Repairs were made to the decorative inlay of the original doors where pieces were missing. Specifications detailed procedures and mockup requirements.



Photo 7: Damage to wood door veneer



Photo 8: Wood veneer repaired on door and door refinished.



Photo 9: Bookcases in Judge's Office prior to restoration. Photo 10: Repair needed where bookcases were removed. Photo 11: Wood wall panels restored in Judge's Office.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	G.H. Forbes Associates Architects	Royal Oak, Michigan	Architect / Lead Designer
b.	Peter Basso Associates	Troy, Michigan	Mechanical and Electrical Engineers
c.	NTH	Northville, Michigan	Environmental Engineer
d.	Allied	Detroit, Michigan	General Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
---	--------------------------------

21. TITLE AND LOCATION <i>(City and State)</i> Structural Improvements Outdoor Adventure Center, Detroit, MI	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(if Applicable)</i> 2017

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Department of Technology Management and Budget	b. POINT OF CONTACT NAME Chris Bahjet	c. POINT OF CONTACT TELEPHONE NUMBER (517) 749-7519

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The second floor of the Outdoor Adventure Center was designed for office and corridor loading of 80 pounds per square feet. The use of the space evolved and the DNR was renting part of the second floor to accommodate birthday parties, weddings and rhythmic dancing. The DNR witnessed deflection of the second floor during events as well as cracking of the concrete floor and movement in the first-floor windows below. The DNR and DTMB were concerned and needed immediate action to improve the structure supporting the second floor while maintaining building operations and scheduled events.



Picture 1: First Floor Display Area



Picture 2: Joist to be reinforced above display area



Picture 3: Event Space on 2nd Floor

Forbes, Structural Engineer: Richard Darvis Associates, and Allied collaborated on a Design-Build project to reinforce the seven steel joists supporting the Second-Floor event space. The joists were above a first floor Display area with artificial trees and animals that could not be moved and required protection.

The project was completed successfully, achieving reinforcement prior to scheduled wedding events. The first-floor display areas were protected and unharmed. Careful use of temporary partitions and a negative air machine allowed the work to be completed while the building remained open to the public. The structural reinforcing was achieved to properly support the Second-Floor event space for DNR's intended uses.

Size: 3,500 sq. ft
Outdoor Adventure Center Structural —\$185,800

PROJECT RELEVANCE:
Structural Repair; Timely Construction; On Budget

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME G.H. Forbes Associates Architects	(2) FIRM LOCATION <i>(City and State)</i> Royal Oak, Michigan	(3) ROLE Architect / Lead Designer
b.	(1) FIRM NAME RDA	(2) FIRM LOCATION <i>(City and State)</i> Ann Arbor, MI	(3) ROLE Structural Engineer
c.	(1) FIRM NAME Allied	(2) FIRM LOCATION <i>(City and State)</i> Detroit, Michigan	(3) ROLE General Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i> Belle Isle Casino Sprinkler Replacement Belle Isle Casino, Detroit, MI		22. YEAR COMPLETED PROFESSIONAL SERVICES 2016 CONSTRUCTION <i>(if Applicable)</i> 2017
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Dept. of Technology Management and Budget	b. POINT OF CONTACT NAME Scott DeKorte	c. POINT OF CONTACT TELEPHONE NUMBER (616) 490-6169
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Belle Isle Casino opened in 1908 to replace the original wood casino building that was lost in a fire. In 2014 the state of Michigan leased Belle Isle from the city of Detroit and promised twenty million dollars in capital improvements within three years. The building name stems from the 19th century term “casino” meaning a public gathering place for dancing, music, not related to gambling. The State regularly rents the facility to the public for weddings, meetings and other events.

The project was driven by the need to replace a failing fire suppression system in the building. Inadequate maintenance and original installation errors had resulted in leaks and burst pipes. The existing protection was a dry pipe system throughout the building which required demanding maintenance especially draining each and every low point to prevent freezing pipes. The project included replacing all of the fire sprinkler pipes and heads on all floors, installing a new fire pump, compressor, and generator, and installing a new fire alarm system. The new generator required the gas service be upsized. Insulation was added and lighting replaced in 5,000 SF of the Second-Floor ceiling to comply with code and avoid adding sprinklers above the ceiling. This existing deficiency was identified during careful field survey, avoiding a change order during construction. In the main gathering areas where the original plaster ceilings remain, the design incorporated extended coverage sprinkler heads. This allowed for a reduction in the amount of exposed pipe within these historically significant areas. The pipe was arranged to maintain critical views within the space while providing code compliant coverage.

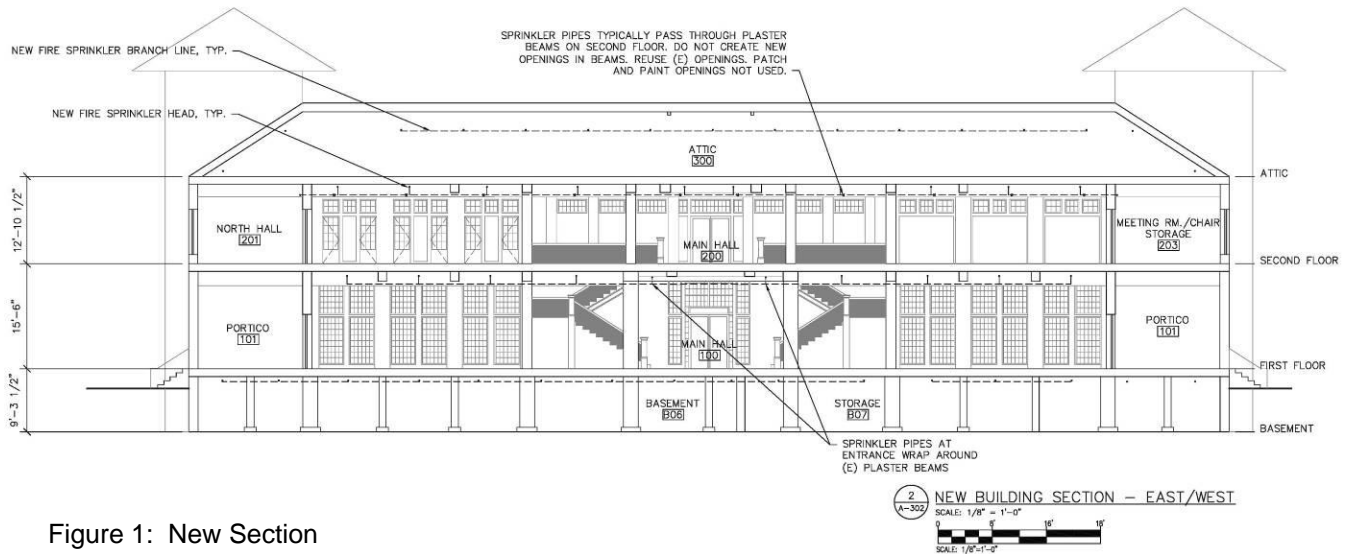


Figure 1: New Section

Size: 56,000 sq. ft
 Belle Isle Casino Sprinkler Replacement—\$570,000

PROJECT RELEVANCE:
 Fire Protection; Historic Preservation; Timely Construction; On Budget

Prior to the sprinkler replacement, G.H. Forbes Associates Architects (Forbes) worked with PBA and Allied in a Design-Build project to replace the hot water boilers with new condensing boilers. Forbes and PBA compiled a pros and cons list to guide the State in determining whether to get new or reuse existing boilers elsewhere on the island. The team also provided information and recommendation to determine the type of boiler most appropriate for the Casino. A reliable heat source in the building was necessary to install a wet pipe sprinkler system throughout the basement, first and second floors.



Photo 1: Entry



Photo 2: Plaster Repair

While most of the building could be protected with a wet-pipe system, the unheated attic space required a dry system. Maintenance considerations were of great concern since the State has limited staff and many buildings on Belle Isle that require significant repair as well as deferred maintenance. When the State's Department of Natural Resources (DNR) took over the management of the island from the City of Detroit they were overwhelmed with the needs of the structures, many of which are irreplaceable historic gems. DNR personnel in charge of the island said "we're just trying to eat the elephant one bite at a time". So, we designed the improvements for longevity and streamlined maintenance. The new dry pipe system was carefully installed to limit the drain points to ease maintenance. In addition, a new compressor was carefully located to improve effectiveness. Finally, drain points were considered and coordinated so that even yearly maintenance would be streamlined.

The budget and schedule both posed significant challenges on this project. A construction contingency was not available so the project was carefully managed to avoid change orders and target repairs of items like patching of the existing plaster ceiling. The construction schedule was highly condensed at 109 days to complete all of the work so that the organizers of the Grand Prix could set up for their event as pre-arranged with the State. The schedule was further complicated by events, including rehearsal dinners and weddings, that were scheduled throughout construction. This required detailed coordination and constant communication. Throughout the project, the Contractor was required to keep the fire suppression system active to protect occupants as well as the building itself. Through careful management, the project was a success and on time.



Photo 3: Sprinkler installation on the first floor



Photo 4: Fire Sprinkler Riser



Photo 5: New Generator

Design Services

Forbes provided field survey and architectural design and coordinated engineers. Construction documents included specifications and cost estimating. Bidding services included review of bids for Best Value, interviews and recommendation of award to the State.

Construction Administration

Forbes provided field inspection and reports, facilitated construction progress meetings and authored meeting reports. Forbes reviewed cost proposals, answered requests for information and provided Record Documents.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	G.H. Forbes Associates Architects	Royal Oak, Michigan	Architect / Lead Designer
b.	Peter Basso Associates	Troy, Michigan	Mechanical and Electrical Engineer
c.	Jensen Hughes	Lincolnshire, IL	Fire Protection Engineer
d.	Allied	Detroit, MI	General Contractor

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

EXAMPLE PROJECT KEY NUMBER

TITLE AND LOCATION *(City and State)*
 US Attorney's Office
 Federal Building - Lansing, Michigan

YEAR COMPLETED

PROFESSIONAL SERVICES
 2010-2013

CONSTRUCTION (if Applicable)
 2013

PROJECT OWNER'S INFORMATION

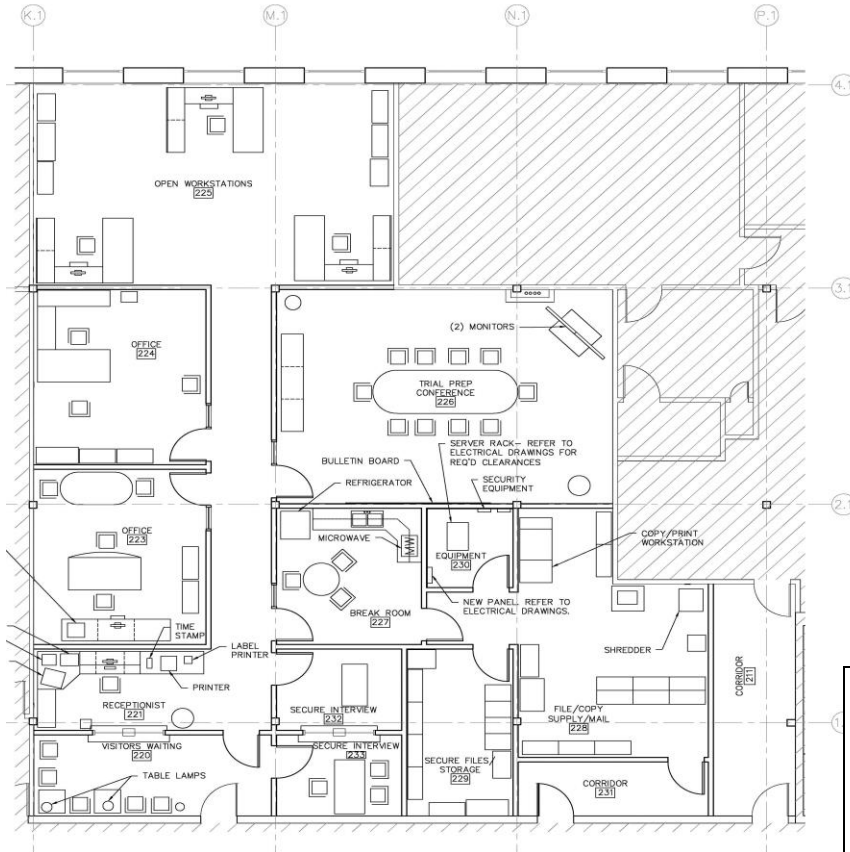
a. PROJECT OWNER
 General Services Administration

b. POINT OF CONTACT NAME
 Fred Yonke

c. POINT OF CONTACT TELEPHONE NUMBER
 (312)- 886-5527

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Lansing Federal Building is a two-story, historic office building, U.S. Courthouse and U. S. Post Office. The intent of the project was to office space and a break room for the US Attorneys.



Design Services

G.H. Forbes Associates provided field survey and construction documents with NTH Consultants and EAM Engineers. Scope included demolition, new partitions, wall finishes, floor finishes, ceiling finishes, doors and frames, lighting, power and ductwork.

Construction Administration Services

G.H. Forbes Associates with NTH Consultants and EAM Engineers provided field inspection for the project. Because the project occurred on Federal property, Forbes acted as the Inspector for Code Enforcement. Duties for professional services for the project included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and field inspection.

PROJECT TYPES:
 ADA facility assessment and remodeling
 General Commercial Architectural and / or Engineering
 Design with Emphasis on Office Interiors
 Interior remodeling and renovation
 Historic preservation

Cost: \$475,000
 Size: 3,030 sq.ft

FIRMS INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	G.H. Forbes Associates Architects, P.C.	Royal Oak, Michigan	Architect
b.	NTH Consultants	Northville, Michigan	Hazardous Materials Engineers
c.	Allied Building Services	Detroit, Michigan	General Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Lapeer Armory-Replace Boiler/ Roof/ Ventilation Lapeer National Guard Armory, Lapeer Michigan		22. YEAR COMPLETED PROFESSIONAL SERVICES 2016-2018 CONSTRUCTION <i>(if Applicable)</i> 2017-2018

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER State of Michigan - Department of Technology, Management & Budget	b. POINT OF CONTACT NAME Jan Miller	c. POINT OF CONTACT TELEPHONE NUMBER (517) 284-7969

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Lapeer National Guard Armory was constructed in 1974 with the purpose of serving the Army National Guard and their duties. The current population at this Guard Post requires the facility to be expanded. The intent of the project is to facilitate the removal and replacement of boilers and other hydronic components; the upgrade of electrical systems; the addition of a new roof top air handling unit; the removal and replacement of interior lighting; the removal and replacement of ceilings; the remediation of hazardous materials; and the removal and replacement of the roofing system.

Design Services

G.H. Forbes Associates Architects (Forbes) provided the following design services for the project: Field Investigation; Pre-Alteration Assessment Environmental Survey; Construction Documents; Cost Estimating; General Architectural and Engineering Design; Mechanical Assessment and Design; Electrical Assessment and Design; Plumbing; Fire Protection; and Code Compliance.

Future phases of the project are also being designed by Forbes. Renovated and expanded toilet rooms and showers are designed to serve the increase and soldiers and changing demographic. Additional parking and another road access point accommodates both soldiers as well as civil functions such as, emergency services, postal deliveries and waste disposal. Included in the design for a new parking lot was the consideration and application of force protection and anti-terrorism regulations outlined in the National Guard Armory Design Guide. These same regulations were applied when designing the new addition and building envelope, where energy efficiency and cost savings were the primary drivers in design. New operations were added to the building with the increase in square footage, such as increased secure storage (including a new vault), classroom and learning areas, and administration offices. The project will be broken into three phases. For this future project in addition to the services listed above, Forbes will provide Conceptual Design; Space Planning; Interior Design; and 3D Rendering.



Size: Boilers and Electrical Equipment;
 19,500 sq.ft. Roof
 Estimated Cost of Construction: \$834,000



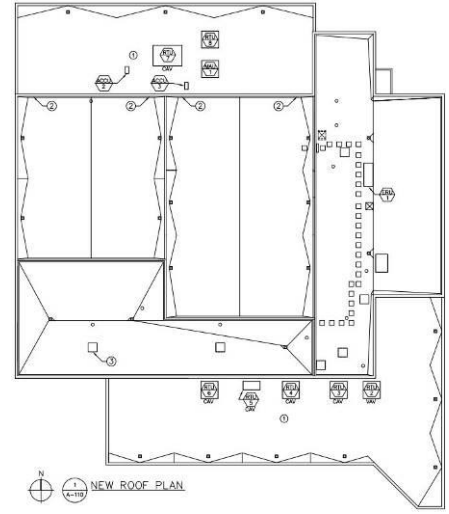
PROJECT RELEVANCE:
 Building and Structure Additions; Building Envelope Investigation, Mechanical Assessment and Design; Plumbing; Civil Engineering; Electrical Assessment and Design; General Architectural and Engineering Design; Interior Remodeling and Renovation; Parking and Paving; Roof Replacement; Blast and Force Protection anti-terrorism; and BAS.

Lapeer Armory-Replace Boiler/ Roof/ Ventilation; Lapeer Armory Building Addition and Renovation
Lapeer National Guard Armory, Lapeer Michigan (CONTINUED)

The renovation and additions will be conditioned and ventilated by rooftop units. Phase 1 includes one rooftop unit and Phases 2 and 3 will have approximately four rooftop units. The systems will be variable air volume with hot water reheat. DMVA asked that the design minimize the reheat and PBA noted that ASHRAE 90.1-2013 limits the amount of reheat and this is taken into account in the design. Phase 1 will include the replacement of the hot water boiler and domestic hot water heater. PBA analyzed the systems and determined the most cost effective way is to provide domestic hot water from a separate water heater and not through a plate and frame heat exchanger. PBA noted that it is better to have multiple boilers since there is a level of redundancy. The new HVAC equipment was analyzed for life cycle cost by providing a simple payback. A new DDC control system was designed with Phase 1. The new Control system is based around LON. Based upon PBA's electrical analysis, it was determined that the existing electrical service would need to be upgraded during the first phase of the project.



Phase 2 Entrance Design



Future Phase Building Additions



Roof Replacement



New Electrical Transformer

Construction Administration Services

Forbes provided field observation on a weekly and as-needed basis for the project. Professional services for the project also included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and record documents.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

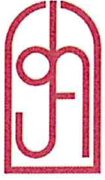
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	G.H. Forbes Associates Architects	Royal Oak, Michigan	Architect / Lead Designer
b.	Peter Basso Associates	Troy, Michigan	Mechanical and Electrical Engineers
c.	NTH Consultants	Northville, Michigan	Environmental Consultant
d.	Monument Engineering Group Assoc.	Fowlerville, Michigan	Civil Engineering



• *Building Services • Construction • Contracting • Cleaning • Supplies*

APPENDIX D

∧ QUALITY CONTROL DOCUMENTS



g.h. forbes associates • 28000 Woodward Ave, Ste 202, Royal Oak, MI 48067 • www.ghfaa.com • 248.542.7866

MEETING #

Construction Progress Meeting

Project:

Date:

Time:

Attendees:

Via Teleconference:

The purpose of this meeting was to review the progress of construction.

1. The group reviewed the three-week look ahead and the schedule.
2. Submittals were discussed.
3. RFIs were discussed.
4. The group reviewed the change order status.
5. New Issues were discussed.
6. The next meeting is scheduled for...

If there is any misunderstanding, please notify the office of the architect within 5 days.

GHFAA

Initials

Date



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CONSTRUCTION PROGRESS REPORT

Project Name:

Project Location:

Project Number:

Contract Number:

General Contractor:

Date & Time of Inspection:

<u>Inspected By:</u>	<u>Company:</u>	<u>Schedule:</u>
<u>Contractor's Superintendent and other Participants:</u>		
<u>EEO Compliance:</u>	<u>Labor Interviews:</u>	<u>Materials/Equipment on Site:</u>
Minority:		
Female:		
<u>Clean Project? (Rate A-F):</u>	<u>As-Built Documents:</u>	<u>Weather:</u>

1. Number and Trade(s) of Construction Workers on Site:
 - A.
 - B.
 - C.
 - D.
 - E.
 - F.
2. Activities on Site During Inspection:
 - A.
 - B.
 - C.
 - D.
 - E.
3. Work Completed Since Last Inspection & Project Status:
 - A.
 - B.

- C.
- D.
- E.
- 4. **Aspects of Construction Inspected:**
 - A.
 - B.
 - C.
 - D.
 - E.
- 5. **Discrepancies – Problems – Delays**
 - A.
 - B.
 - C.
- 6. **Are there any Safety Issues?**
 - A.
- 7. **Are there any outstanding RFIs?**
 - A.
- 8. **Are there any outstanding Change Orders?**
 - A.
 - B.
 - C.
 - D.
 - E.
- 9. **Tests Witnessed:**
 - A.
- 10. **New Issues:**
 - A.
 - B.
 - C.
 - D.
- 11. **Further action(s) required by the Contractor, A/E. GSA, Tenant:**
 - A.
 - B.
 - C.
 - D.
- 12. **Scheduled Work for the next 2 weeks:**
 - A.
 - B.
- 13. **Site Photos:**

Photo1:

End of Report

Mechanical Engineering Field Survey and Design Check List

General (Pre-Design Items)

- Review Work Order, codes, standards, etc.
- Site verification.
- Information required from Owner prior to pre-design meeting. (Building profile, existing MEP, Etc.)
- Pre-design meeting.

Plumbing

- Verify all storm, sanitary, domestic cold water and fire protection piping locations.
- Coordinate so that no piping is routed over electrical panels.
- Hose bibbs/wall hydrants required?
- Invert elevations for storm and sanitary systems.
- Are isometric domestic and sanitary risers required?
- Check incoming water pressures.
- Expansion compensation required on hot water and hot water return?
- Is there drain tile on project? Is a sump required?
 - Elevator sumps?
- Total cubic feet per hour of gas listed at meter.
 - Is gas riser diagram on drawings with dimensions and CFH's at all equipment connections.
 - Verify inlet/discharge pressure.
- Emergency generator – natural gas, gas or diesel?
- Provide gas solenoid for connection into F.P. systems in kitchens.
- Floor or wall mounted water closets?
- Drains at water storage tanks.
- Floor drain or sink provided for coil condensate drain?
- Coordinate locations of EWC's and disposals with electrical.
- Is wall space (thickness) provided for EWC cooler?
 - Is remote cooler required?
- Backflow preventers shown?
 - At meter.
 - At HVAC equipment.
 - At food service equipment.

- Aquastats, recirc pumps and ASME expansion tanks shown for water heaters.

Piping

- Expansion loops, anchors, pipe guides shown?
 - Heating hot water.
 - Domestic hot water and recirculation.
- All mechanical devices controlled?
 - Pumps?
 - Boilers?
- General notes:
 - Heating piping?
 - Insulation?
- Fin-tube radiation, if applicable?
- Check pressures required for gas fired equipment.
- Moisture traps for compressed air.
- Air removal devices shown?

Fire Protection

- Fire protection notes shown? Location of water bell, strobe and basic panel?
 - Is correct Hazard Group listed?
- Are standpipes required?
- Check residual and static pressures.
- Dry-pipe system required?
- Siamese connection located on plan?
- Are all items coordinated with electrical? Smoke detectors, tampers, flow switches, etc.

HVAC

- Local all thermostats.
- Are smoke/fire dampers shown? Combination dampers? Power requirements?
- Diffusers coordination with reflected ceiling plan and lighting plan. Verify all ceiling types.
- Ductwork coordination with structural plans and lighting.
- Static calculations for ductwork.
- How are mechanical devices controlled? Who provides control/starter/switches?
 - Exhaust fans.
 - HVAC units.
 - Unit heaters.
- Minimum distances for exhaust and intakes coordinated.

- Louvers, intakes, relief duct roof opening, etc., coordinated with Architectural plans (size and location).
- Smoke detectors provided? If so,
 - At unit?
 - In ductwork?
- Provide Air Balance Schedule for all kitchens.
- Filter efficiencies, pre-filters, final filters.
- Intake hoods interlocked with exhaust.
- CO2 sensors?
- Wall types checked? (Smoke, Fire, Acoustic)
- Ventilation for Mechanical Rooms:
 - Summer ventilation.
 - Ventilation for refrigerants.
- Outside air requirements to be met.
 - CFM per Person
 - Kitchens
 - Toilet Rooms
 - Lockers
 - Garages
 - Mechanical Rooms
 - Hood/Lavatories
 - Negative/Positive Requirements
 - CFM per Square Foot
- Electrical/Computer Rooms:
 - Cooling
 - Ventilation
 - If self-contained ceiling units, duct condenser air out of plenum.
 - Humidification required?
- Differential pressure switches shown for any filter banks.
- Weights, locations and penetration sizes given to Architect for roof mounted equipment?
- Does plenum need heat?
- All HVAC equipment coordinated with specifications and electrical.
- Ductwork coordinated with specifications.
- Building Air Balance completed?
- What type of relief air system is indicated?

Controls

- Control panels shown (correct size?) and coordinated with electrical?
- Transformer locations for VAV boxes/dampers?
- 2-way or 3-way control valve at coils? Check type. No plug type allowed.
- All sequences listed in specifications.
- Check manufacturers specified.
- Are all pieces of equipment listed with sequences?
- Is there a full building management system (BMS)?
 - If so, points list, graphics packages and personnel training.
- Who is providing unit control devices?
 - Factory mounted or field mounted?
- In shop drawings, call for a minimum of the following:
 - Sequence of operations (in all modes, i.e., occupied, unoccupied, morning warm-up, night purge, VAV, etc.)
 - Points list summaries.
 - Wiring diagrams.
 - Full system capability description.

General

- Voltages coordinated with electrical.
- Drawing titles and sheet titles match.
- Issued for dates and designations correct and coordinate with electrical and architectural.
- All equipment scheduled and called out on drawings.
- Provide required sections, i.e., mechanical room, corridors, etc.
- Are all backgrounds up to date?
- Is graphic scale correct?
- Elevators:
 - Sumps.
 - Sprinklers and shut off valves?
- Are all general notes on plans? Coordinate with specifications and eliminate redundancy.
- Has all electrical coordination been done? (Compare all schedules, floor plans, equipment locations, roof plans, control devices, etc.)
- As part of submittal drawings, verify all questions to Owner are bubbled.

CONSTRUCTION DOCUMENTS CHECKLIST

for the
2009 Michigan Building Code

Including Building Permit Application Checklist

*This checklist is a convenient reference to the 2009 Michigan Building Code. The checklist summarizes the **minimum** data required by the MBC to be on construction documents for the examination and approval of a building permit application for non-residential and multi-family projects. Depending on the type and complexity of the project, additional information not indicated on this checklist may be required by the MBC or the Building Official [105.3(7); 107.1] Applicants are encouraged to indicate if the required data is applicable to the project, or not applicable, and attach a copy of the completed checklist to the construction documents.*

Please contact the local building department for requirements regarding phased construction or tenent finishes. Thank you for taking time to complete this checklist. Having the necessary information at the beginning of the plan review process will help expedite the issuance of a building permit.

DATE SUBMITTED

PROJECT NAME

PROJECT ADDRESS

JOB NUMBER/TRACKING
NUMBER

CHECKLIST PREPARED BY

REPRESENTING

INFORMATION REQUIRED ON THE CONSTRUCTION DOCUMENTS 105.3(4)

Provided dwg/spec	Not Applicable	
		Indicate the project name and address on the plans if available. (105.3.(2); 107.2.1)
		Owner's name and mailing address
		Name of the registered design professional
		Michigan license number of registered design professional
		Address of registered design professional
		Telephone number of the registered design professional
		Fax number of the registered design professional
		Name, Michigan license number, address, telephone number, and fax number of the registered design professional in responsible charge (unless waived by the Building Official) (107.3.4)
		Name of individual to receive review comments
		Address of individual to receive review comments
		Telephone number of individual to receive review comments
		The Michigan licensed Registered Design Professional must provide original signature, seal and date on all sheets of the drawings and specification manual or on the index sheet of the drawings and specification manual only when the index sheet covers all the sheets that makeup the drawing set and specification manual (107.1; 107.3.4)
		List codes applicable to project (107.2.1) The MBC or the MBC Section 34, or the Michigan Rehab Code may be used for existing buildings .
		List of all proposed deferred submittal documents (107.3.4.2)
		SITE PLANS (107.2.5)
		Identify all existing & proposed construction
		Show property lines; identify building distances from property lines and from other buildings on-site.
		Identify all structures to be demolished
		Identify the total number of parking spaces provided.
		Identify the total number of accessible parking spaces provided, including van accessible spaces.(1106.1; 1106.5)
		Show proposed finish grades, grade floor elevations, street elevations.
		Show flood plain elevations and boundaries.
		Indicate the location of all new and existing utilities, including the entrance points into the building and the FDC location

INFORMATION REQUIRED ON THE CONSTRUCTION DOCUMENTS 105.3(4) (CONT.)		
Provided dwg/spec	Not Applicable	
		Show site grading (slope away) of the ground immediately adjacent to the foundation of the building
		Provide complete dimensions, running slope and cross slope of all accessible parking spaces and accessible routes from the accessible parking to the accessible entrances. (107.2.1; 1104.1)
		BUILDING PLANS
		Indicate Use Group. Indicate mixed use option if applicable (302.1)
		Indicate Type of Construction (602.1)
		Indicate the use of all rooms and spaces. Indicate number of occupants on every floor, room and space. Show method used to determine the occupant load and means of egress requirements. (107.2.1; 107.2.3; 1004.1)
		Provide Key Plan if needed to identify the location of the proposed work (107.2.1)
		Indicate total area of building, number of stories, and provide height and area calculations including open perimeter & fire suppression increases. (501.1)
		Indicate if a full or limited area Fire Suppression system & Fire Alarm system will be installed
		Show location and provide details of all fire and smoke rated assemblies and protection of penetrations including permanent markings and identifications. Provide U.L. design number or other approval rating. (107.2.1; 701.1; 703.6; 712.1; 713.1)
		Show location of portable fire extinguishers. (906.1)
		Provide details showing the proposed assembly of all walls, floors, roofs, and stairs (107.2.1; 107.2.3; 107.2.4)
		Show location and hourly rating of all fire doors, fire dampers and fire windows (715.1) (716.1)
		Provide details of room finishes including type of materials with flame spread and smoke development ratings indicated for all materials. (801.1) (803) (107.2.1) (2603.1) Documentation for the flame spread and smoke development of all materials must be provided at field inspection.
		Provide flame spread and smoke development documentation for all foam plastics and details on the foam plastic insulation thermal barriers (107.2.1; 2603.1)
		Provide complete dimensions for all rooms and spaces including stairs, aisles, passageways, corridors, areas around counters, fixtures, all circulation and egress paths, and maneuvering clearance at all doors (107.2.1; 1003.1) (1101.2).
		Provide door hardware, door and window details including type, size, material, and hourly rating required. (107.2.1; 1008.1)
		Show masonry sizes, grades, reinforcement, anchorages, loads and compressive strengths; provide masonry fireplace details and clearances. 2101.3(1) thru 2101.3.3 (9); 2101.3.1)
		Provide stairway details with all guard and handrail details (1009)
		Show location of all exit signs and means of egress lighting (1006.1; 1011.1)
		Show type and thickness of all glazing materials and safety glazing where required (2401.1)
		Provide accessibility details (107.2.1; 1101.2)
		Provide dimensions and details for all interior accessible routes within the building. Include the maneuvering clearance required at all doors. (1104)
		Indicate heights, clearances and turning radii along all accessible routes (1104)
		Provide plumbing fixture and accessory details (1109)
		Provide dimensions and details for all use group requirements. Including features and facilities required to be accessible (1107) (1108) (1109)
		Provide signage details, including location, wording, size and mounting height. (1110)
		Show exterior wall details (107.2.1; 107.2.4; 1401.1)
		All base, sill, jamb and head flashings
		Intersection with dissimilar materials
		Corners
		End conditions
		Control joints
		Intersection at roof, eaves or parapets
		Details around openings
		Construction space venting
		Means of water drainage
		Roof overflow drains [P] 1503.4
		Water-resistive membrane

INFORMATION REQUIRED ON THE CONSTRUCTION DOCUMENTS 105.3(4) (CONT.)		
Provided dwg/spec	Not Applicable	
		STRUCTURAL PLANS (107.2.1; 1603.1)
		Indicate design loads (1603.1)
		Roof Live Load (1603.1.2)
		Floor Live Load (1603.1.1)
		Ground snow load (1603.1.2)
		Roof Snow Load (1603.1.3)
		Wind Design Data (1603.1.4)
		Earthquake Design Data (1603.1.5.1 thru 1603.1.5.10)
		Indicate load bearing value of soils (1603.1.6; 1801.2; 1803.6 (5))
		Guard & Handrail (1607.7)
		Indicate any special Loads (1603.1.8)
		Show foundation dimensions and details (107.2.1; 1603.1; 1801.2)
		List all Design/Construction Standards and material specifications (107.2.1)
		Indicate the location, size and cross section of all structural members with dimensions, column centers and offsets (1603.1)
		Identify lateral resistive system(s) including lateral bracing and transfer and collection systems (1604.4; 1604.9)
		ELECTRICAL PLANS (106.1.1)
		Electrical layout (Michigan Part 8 - 80.21)
		Wattage Schedule (Michigan Part 8-80.21)
		Short circuit calculations for circuit breaker installation
		Service Location and Riser Diagram (Michigan Part 8-80.21)
		Load Calculations (Michigan Part 8-80.21)
		Show lighting system design, circuits, switches, materials, equipment listing, light fixtures and installation instructions (2701.1 NEC 110.2, 110.3)
		Show power system design, circuits, materials, equipment listing and installation instructions (2701.1 NEC 110.2, 110.3)
		Single line diagram including available fault current and bus bracing
		Light fixture schedule
		Show exit signs and lighting and power supply (1001.1, 1011.1)
		Show egress emergency lighting (1001.1, 1006.1, 1011.1)
		Indicate ratings of materials installed in wet locations (NEC 358)
		Indicate wiring and materials in ducts, plenums and equipment
		Indicate wiring methods, conduits and materials (NEC 300)
		Show service conductors, conductor sizes, ratings and insulation (NEC 230)
		Indicate interrupting rating (NEC 110.9, 110.10, 230.205)
		Verify working space in front of equipment (NEC 110.26, 110.32, 110.34)
		Indicate means of disconnect and number and location (NEC 230.70, 240.13)
		Show ground fault protection (NEC 230.95)
		Show hazardous locations and materials used
		Indicate protection of conductors (NEC 240.3)
		Indicate grounding of electrical system (NEC 250)
		Show design of emergency electrical system (NEC 700)
		PLUMBING PLANS (P106.3.1)
		Show all underground plumbing and building riser diagram (P106.3.1)
		Show design of water supply and distribution including sizes, depths and materials (P601.1)

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INFORMATION REQUIRED ON THE CONSTRUCTION DOCUMENTS 105.3(4) (CONT.)			
Provided dwg/spec	Not Applicable		
			Show plumbing fixture layout (P401.1, P106.3.1)
			Provide water use calculations (P106.3.1)
			Show all backflow prevention devices and type of device (P106.3.1, 601.1, 608)
			Provide occupancy calculations for plumbing fixtures provided (Table P403.1)
			Show locations, equipment sizes and hookups for all boilers and water heaters (M1001.2)
			Provide details of water system design (P601.1)
			Indicate water temperature control devices (P607.1)
			Show hot water return circulation (if required) (P607.2; 607.2.3)
			Indicate control of thermal expansion (P607.3)
			Indicate hot water heater relief valve discharge (P504)
			Show design and location of sanitary drains and vent systems including sizes, depths, slopes, materials and cleanouts (P701.1)
			Show details for any hazardous waste system (P702.5)
			Show design of storm water management system including sizes, depths, slopes, materials and cleanouts (P1101.2)
			Provide calculations for rainfall rates and water retention amounts (P1101.7, 1105, 1106, 1107)
		MECHANICAL PLANS (M106.3.1)	
			Show compliance with International Energy Conservation Code (M301.2)
			Show protection of penetrations through all rated assemblies (M302.2)
			Show equipment locations, service clearances and service access (M306.1)
			Provide heating and cooling load calculations (M106.3.1; 312.1)
			Provide calculations for combustion air and exhaust air (M701.2)
		Hydronic Systems	
			Show complete process piping diagram (M1201.1; 1201.2)
			Show provisions for combustion air supply and venting (M701.2)
		HVAC systems	
			Show provisions for ventilation air, natural or mechanical (M401.2; 401.4)
			Show energy loads, equipment locations and equipment specifications including cfm and system static (M301.4; 303.1; 304.1)
			Show fire/smoke damper locations and details including rating (607.1)
			Show locations of smoke duct detectors in both return and supply ducts (M606.1)
			Show ductwork layout including gauges, hangers and sizing (M603.1)
			Show duct insulation details including R-factor and Perm. rating (M604.1)
			Show location of vents for all fuel fired appliances (M804)
		Fuel piping systems	
			Provide piping layout, load calculations and meter location (IFGC 402)
			Provide system operating pressure and pressure regulator detail (IFGC 402, 416)
		Exhaust and ventilation systems (M501.1, M401.1)	
			Show method of smoke control (M513)
			Provide documentation for Special Inspector (M513.3)
			Show hazardous exhaust systems (M510.1)
			Determine design class as hazardous or non-hazardous. Provide MCDS data sheets to support hazardous level indicated (M510.1)
			Show locations for inlets, outlets and heights for exhaust equipment and hoods (M502)
			Provide exhaust equipment specifications, cfm and static pressure (M106.3.1)
		Commercial kitchen hoods Type 1 and Type 2 (M507.1)	
			Provide duct layout, grease door location and method of attachment (M506.3)
			Provide velocity, cfm and location of ventilation equipment (507.13)
			Provide fire protection for Type 1 hoods (M509)
			Provide make-up air and equipment control diagram (M508.1)
			Provide hood sizing: show top, side and front views (M507.4, 507.5, 507.11, 507.12)

INFORMATION REQUIRED ON THE CONSTRUCTION DOCUMENTS 105.3(4) (CONT.)			
Provided dwg/spec	Not Applicable		
			Provide complete appliance lineup under Type 1 hoods (M507.13)
			Provide Type 2 hoods for dishwashers (M507.2).2
			Provide ratings for all hoods (M507.1)
		Refrigeration (1101.1)	
			Provide classification for refrigeration system (M1103.3)
			Provide refrigerant classification (M1103.1)
			Provide occupancy classification (M1103.2)
			Provide quantity of maximum allowable refrigerant (M1103.1)
			Provide details for refrigeration system enclosure requirements (M1105)
			Provide pressure tests for all non-factory or field erected equipment and appliances (M1108)
			Provide refrigerant piping diagram (1107.1)

BUILDING PERMIT APPLICATION CHECKLIST		
Provided	Not Applicable	
		Please contact the local jurisdiction to determine what additional information may be required, the number of sets of documents to be submitted and/or the requirements for phased construction or tenant finish permits.
		Contact information provided: Name, Address, Business phone , Cell phone, Fax number and Email address
		Building Permit Application filled out completely and signed by the Applicant (105.1; 105.3)
		<u>Construction Documents and Specification Manual</u> , if used - Signed, sealed and dated by a State Licensed Registered Design Professional (107.1).
		Describe the business use and its intended operation (105.3. 3)
		<u>Statement of Special Inspections</u> - Include a complete list of materials and work requiring special inspections, the inspections to be performed and their frequencies. Provide a list of agencies and firms you propose to conduct each of the inspections and the qualifications, credentials and experience for each of the individuals (1704.1; 1704.1.1)
		<u>Soils Report</u> - Prepared by a State Licensed Registered Design Professional. The reports must have the State Licensed Registered Design Professional's original signature, seal and date. (1802.1)
		<u>Energy Calculations</u> and details to show compliance to the Michigan Uniform Energy Code Part 10a rules R408.31087 to R408.31099. (1301.1.1)
		<u>Structural Calculations</u> - For all structural members and foundations. Include the deflection limits and all load calculations. All calculations must have the State Licensed Registered Design Professional's original signature, seal and date. (107.1)
		<u>Hazardous Materials</u> - If hazardous materials are to be stored, dispensed, or used for manufacturing or processing; describe the type, use, quantity, location, and method of storage of all materials. Material Safety Data Sheets (MSDS) must be submitted. The construction drawings shall address the requirements of the MBC for High hazard use if quantities above the exempt amounts are proposed. Hazardous materials will also be reviewed by the Fire Department. (107.2.1; 307)
		<u>Valuation</u> : State the valuation of the proposed work. (105.3, 5)
NOTE: The review of premanufactured housing requires a copy of the building systems approval report, a copy of the original plans and a site plan.		

Last update 4-15-11

APPENDIX IV

DB ENTITY AND PROFESSIONAL CERTIFICATION FORMS

Certification Forms for DB and PSC(s) must be received prior to

Contract Execution



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: 48216)
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: Allied Building Service Company of Detroit, Inc

Matt Guyot

Authorized Agent Name (print or type)

Matthew Guyot

02/07/2020

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: Allied Building Service Company of Detroit, Inc.

Matt Guyot

Authorized Agent Name (print or type)

Matthew Guyot 2/27/2020

Authorized Agent Signature & Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2020

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 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 Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	CONTACT NAME: Tiffany Gunn PHONE (A/C, No. Ext): (248)853-0930 FAX (A/C, No): (248)853-1512 E-MAIL ADDRESS: tgunn@alliedinsmgr.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Allied Building Service Company of Detroit, Inc. 1801 Howard Street Detroit MI 48216-1920	INSURER A: Travelers Prop. & Cas. Co.	NAIC # 25674
	INSURER B: Travelers Indemnity Co. of CT	25682
	INSURER C: Travelers Property Casualty	36161
	INSURER D: Travelers Cas. & Surety/Americ	19038
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ABS 20/21 **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.

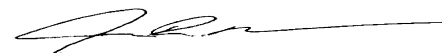
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> BLANKET AI CGD246	X	Y	6304N166712	1/1/2020	1/1/2021	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: INCLUDES XCU						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			8104N17424A	1/1/2020	1/1/2021	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4N190841	1/1/2020	1/1/2021	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	UB2P672909	1/1/2020	1/1/2021	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
D	CRIME COVERAGE: THIRD PARTY DISHONESTY			105544713	1/1/2020	1/1/2021	LIMIT OF INSURANCE \$250,000

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

Contract No. 00861

Description: 2020 MINOR PROJECT DESIGN BUILD SERVICES

State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are named as additional insured with respect to the General Liability coverage, pertaining to work and/or services performed by the named insured. Waiver of subrogation applies in favor of the additional insureds with respect to General Liability.

CERTIFICATE HOLDER State of Michigan, State Facilities Admin Design & Construction Division of the Dept. of Technology Management & Budget 3111 W. Joseph St. Lansing, MI 48917	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jayson Bass/TDG 

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DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities 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: 48067)
- 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: G.H. FORBES ASSOCIATES ARCHITECTS

THERESA SCHERWITZ

Authorized Agent Name (print or type)


Authorized Agent Signature & Date

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



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities 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: G.H. FORBES ASSOCIATES ARCHITECTS

THERESA SCHERWITZ
Authorized Agent Name (print or type)

Handwritten signature of Theresa Scherwitz
Authorized Agent Signature & Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/18/2020


PRODUCER PRODUCER DESIGNPRO INSURANCE GROUP P.O. BOX 511106 LIVONIA, MI 48151	PH: 734-425-9710	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE	
INSURED G.H. FORBES ASSOCIATES ARCHITECTS, P.C. 28000 WOODWARD AVENUE, SUITE #202 ROYAL OAK, MI 48067	INSURER A: HANOVER/MASSACHUSETTS BAY INS. CO.	
	INSURER B: HANOVER/ALLMERICA FIN BENEFIT INS. CO.	
	INSURER C: RLI INSURANCE COMPANY	
	INSURER D:	
	INSURER E:	

COVERAGES Serial # 101472

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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	#ODB-9001166-10	01-01-20	01-01-21	EACH OCCURRENCE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	#ODB-9001166-10	01-01-20	01-01-21	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	#W2B-9004426-09	01-01-20	01-01-21	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER ARCHTIECTS/ENGINEERS PROFESSIONAL LIABILITY	#RDP0038358	01-01-20	01-01-21	PER CLAIM LIMIT : \$1,000,000 AGGREGATE LIMIT: \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: INDEFINITE-SCOPE, INDEFINITE-DELIVERY DISCRETIONARY CONTRACT NO. 00861, 2020 ISID DESIGN BUILD SERVICES FOR MINOR PROJECTS, VARIOUS DEPARTMENTS AND FACILITIES - VARIOUS SITE LOCATIONS, MICHIGAN ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC. AND ALL RELATED ENTITIES OR SUBSIDIARIES, AS REQUIRED BY CONTRACT, IS INCLUDED AS ADDITIONAL INSURED ON THE ABOVE GENERAL LIABILITY POLICY ON A PRIMARY AND NON-CONTRIBUTORY BASIS, PER ATTACHED ENDORSEMENT #391-1586 08 16. BLANKET WAIVER OF SUBROGATION APPLIES TO THE GENERAL LIABILITY PER ATTACHED ENDORSEMENT #391-1003 08 16/PGS. 1-3 & 79-81, AND TO THE WORKERS' COMPENSATION POLICY PER ATTACHED ENDORSEMENT #WC 00 03 13 (ED. 4-84). THIRTY (30) DAY NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC. 1801 HOWARD STREET DETROIT, MI 48216-1920	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT CONSTITUTE A WAIVER OF THE INSURER'S OBLIGATIONS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products - completed operations hazard" only if this Coverage Part provides such coverage.
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal

injury and advertising injury".

- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:



Citizens

Insurance

A company of The Hanover Insurance Group

ODB9001166 0202074

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

B. Aggregate Limits of Insurance per Project or per Location

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is

added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions**:

1. "Your project" means:
 - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
 - b. Does not include any "location" listed in the Declarations.
2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

BUSINESSOWNERS COVERAGE FORM

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1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. **SECTION I - PROPERTY**

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY**.

2. **SECTION II - LIABILITY**

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

✓ a. **Primary Insurance**

This insurance is primary except when paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c. below.

However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

- (1) For the sole negligence of the Additional Insured; or
- (2) When the Additional Insured is an Additional Insured under another liability policy.

b. **Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

- 2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

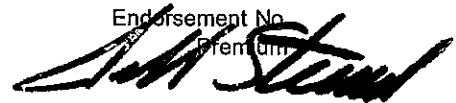
Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____





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

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

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

Bidder shall also indicate one of the following:

- [X] Bidder qualifies as a Michigan business (provide zip code: 48098)
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: Peter Basso Associates, Inc.

Scott A. Garrison
Authorized Agent Name (print or type)

Scott A. Garrison
02/20/2020
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:

Authorized Agent Name (print or type)

David A. Conrad February 28, 2020

Authorized Agent Signature & Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2020

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: certs@pciaonline.com PHONE (A/C No. Ext): (800)969-4041 E-MAIL ADDRESS: certs@pciaonline.com	FAX (A/C No): (800)969-4081
	INSURER(S) AFFORDING COVERAGE	
INSURED Peter Basso Associates, Inc. 5145 Livernois Rd Ste 100 Troy MI 48098	INSURER A: The Phoenix Insurance Co NAIC # 25623	
	INSURER B: Travelers Indemnity Co 25658	
	INSURER C: Travelers Indemnity Co. of CT 25682	
	INSURER D: AXA XL 37885	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19-20 \$1PL

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.

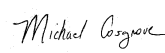
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6801J21303619	5/24/2019	5/24/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> X,C,U						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								\$
B	AUTOMOBILE LIABILITY			BA7F91907019	5/24/2019	5/24/2020	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
Hired & Non-Owned							\$ 1,000,000	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP8B73293919	5/24/2019	5/24/2020	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB5K27376219	5/24/2019	5/24/2020	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				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
D	Professional Liability			DPR9942945	5/24/2019	5/24/2020	Per Claim	1,000,000
							Aggregate	1,000,000

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

ISID # 861

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds for General and Automobile Liability that includes hired and non-owned automobile coverage. Waiver of subrogation, except where waiver is prohibited by law.

CERTIFICATE HOLDER**CANCELLATION**

DTMB - SFA - Design and Construction 3111 West St. Joseph Street Lansing, MI 48917	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mike Cosgrove/KATHRY 

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ACORD 25 (2014/01)

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INS025 (201401)

APPENDIX V

OVERHEAD ITEMS ALLOWED FOR THE DESIGN AND CONSTRUCTION CONSULTANT FIRM AND THEIR PROFESSIONAL DESIGN CONSULTANT FIRM'S HOURLY BILLING RATE CALCULATION

The following instructions are to be used by the DB ENTITY's to determine the hourly billing rate to use on State of Michigan Projects.

The DB ENTITY's Consultant must submit a separate hourly billing rate for the professional Consultant services they will provide for State of Michigan Projects. No mark-up of the DB ENTITY's Consultant **services** hourly billing rates will be allowed.

The Department of Technology, Management and Budget, State Facilities Administration, Design and Construction Division will reimburse the Design and Construction Consultant firm for the actual cost of printing and reproduction of the final design Contract Bidding Documents, soil borings, surveys and any required laboratory testing services. No mark-up of these Project costs will be allowed.

2020 HOURLY BILLING RATE

Based on 2019 Expenses

OVERHEAD ITEMS ALLOWED FOR THE DB ENTITY'S HOURLY BILLING RATE CALCULATION

SALARIES:

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

OFFICE FACILITIES:

Rents and Related Expenses
Utilities
Cleaning and Repair

SUPPLIES:

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

SERVICES (PROFESSIONAL):

Accounting
Legal
Employment Fees
Computer Services
Research

FINANCIAL:

Depreciation

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

TRAVEL:

All Project-Related Travel*

MISCELLANEOUS:

Professional Organization Dues
for Principals and Employees
Licensing Fees

SERVICES (NONPROFESSIONAL):

Telephone and Telegram
Messenger Services

TAXES:

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

INSURANCE:

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

EMPLOYEE BENEFITS:

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

PRINTING AND DUPLICATION:

Specifications (other than Contract Bidding Documents)
Drawings (other than Contract Bidding Documents)
Xerox/Reproduction
Photographs

LOSSES:

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

HOURLY BILLING RATE DOES NOT INCLUDE AND THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION WILL PAY THE DESIGN AND CONSTRUCTION CONSULTANT FIRM FOR (UNDER REIMBURSABLE COSTS):

1. Printing and reproduction of Phase 100 Survey and/or Study Final Reports.
2. Printing and reproduction of Phase 500 Final Design Contract Bidding Documents/Drawings, and Specifications.
3. Design Code Compliance and Plan Review Approval Fees of the Phase 500 - Final Design Documents by the Department of State Police, Fire Marshal Division and the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Plan Review Division.
- 4.* Travel mileage costs for State of Michigan Projects **more than** one-hundred (100) miles in each direction from the Professional's Michigan office if the Design and Construction Consultant firm can demonstrate a cost savings to the State, if reimbursed for travel mileage in accordance with the current travel rates provided in the State of Michigan's, "Schedule of Travel and Meal Reimbursement Rates" versus an adjustment to the Professional's hourly billing rates.

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

APPENDIX VI

PERFORMANCE, LABOR, AND MATERIAL BONDS

(Bonds will be required at time of Assignment)

AND

CERTIFICATES OF INSURANCE (COI)

(COI's for DB Entity and PSC(s) are required at time of Contract Execution)

APPENDIX VII – SPECIAL WORKING CONDITIONS

DTMB/STATE FACILITIES ADMINISTRATION SECURITY CLEARANCE REQUEST

DB Entity Instructions

The purpose of this document is to establish security and supervision requirements for contract personnel requiring access to Department of Technology, Management and Budget (DTMB) facilities.

A [DTMB Security Clearance form](#) must be completed before an individual is granted access to a facility. Access approval will be in effect for one year from date of DTMB Facility Services approval or until estimated project completion date (whichever occurs first).

Contract personnel agree to adhere to all DTMB rules and regulations which in DTMB facilities. Access will only be granted for normal business hours. (Monday-Friday, 8:00 a.m.-5:00 p.m. except State holidays). DTMB State Facilities Administration, Design and Construction Division must clear any exception in advance.

The DBE is responsible for updating and maintaining the form.

Failure to comply with the above procedure will result in the individual(s) being delayed and may be cause for denying access to DTMB facilities.

For questions or concerns, please call the DTMB Customer Service Center at (517) 373-6227.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (Community Health Facilities)

The Work comprising this Project will be performed in a hospital for treatment of mentally ill persons and the DB Entity and all subcontractors must comply with the following special working rules.

1. DB Entity and all subcontractors must submit a list of names, social security numbers, birth dates, and additional information when requested, on all persons expected to be employed on the Project site. Such list must be submitted directly to the Security Chief's office or to his designee for approval before any person's appearance at the site for Work assignments.
2. The DB Entity and all subcontractors will be allowed to work within or on hospital confines from 8:00 a.m. to 5:00 p.m. No Work must be performed on Saturdays or Sundays without written permission from the State Agency. The Director of Security or their designee may arrange other time schedules.
3. All employees of the DB Entity and all subcontractors may be subject to individual body search each time they enter the hospital. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the DB Entity and all subcontractors will be required to have identification cards or badges furnished by the DB Entity and all subcontractors.
4. All trucks and other mobile equipment may be subject to inspection both on arrival and departure from the hospital. Absolutely no fraternization between patients and DB Entity or subcontractor's employees will be tolerated.
5. No requests for visits with patients will be granted to the DB Entity or subcontractor's employees except where such visiting originated before award of the Contract.
6. The DB Entity and all subcontractors must follow rules pertaining to security and parking as established by the hospital. The DB Entity and all subcontractors must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The DB Entity and all subcontractors may not leave the assigned Work areas.
7. All heavy power tools and machinery such as air hammers, acetylene tanks, etc., must be removed from the inside of the security perimeter, through the assigned gate by 4:30 p.m., which is the closing time for the gate. Such heavy equipment as power shovels, compressors, welding machines, etc., can remain inside but must be immobilized in an acceptable manner. Cutting torches and cutting tools in general must be securely locked where and as directed by the State Agency and checked out as needed. No tools, small pipe, copper or wire must remain on the site overnight unless acceptably locked inside shanties or tool chests.
8. There will be no exchange, loaning or borrowing of tools, equipment or manpower between hospital personnel and the DB Entity or the subcontractors.
9. The assigned gate through which materials, equipment and vehicles must be transported will be opened upon request between the hours of 8:00 a.m. to 4:30 p.m.
10. Sanitary facilities will be assigned by the hospital for the use of the DB Entity and all subcontractor's employees.
11. Security personnel may be assigned to the working areas. They may inspect and search areas under construction at any time, including the DB Entity and all subcontractor's equipment.
12. Areas for employee parking, toolboxes, etc., must be assigned only by hospital authorities. Remove all firearms, weapons, alcoholic beverages, drugs, medicines or explosives from vehicles before entering hospital property. Lock vehicles when not attended.
13. The Director of this hospital retains the right to revise these "Special Working Conditions" as required to meet hospital needs.
14. The DB Entity and all subcontractors must not pick up hitchhikers or take anyone off the grounds that do not work for their company.

DEPARTMENT OF CORRECTIONS

The Work comprising this Project will be performed at a State of Michigan Correctional Facility and the Contractor/Professional must comply with the following special working rules, adopted December 1, 1975, as amended by the Michigan Department of Corrections.

1. Contractor/Professional must submit a LEIN request consisting of name, driver's license number, social security number, birth date, and additional information when requested, on all persons to be employed on the Project site. Such form (Vendor/Contractor LEIN Request, CAJ-1037) must be submitted directly to the Department of Corrections Designee for approval before any person's appearance at the site for Work assignments. These employees will be required to attend Contractor/Professional orientation prior to any on site activity.
2. Contractor/Professional will be allowed to work within or on Correctional Facility confines for an eight (8) hour shift as designated by the facility. Four (4) ten (10) hour shifts will be considered by the Warden. No Work is allowed to be performed on Saturdays, Sundays or State holidays without written permission from the Facility Warden. The State Agency may set other time schedules as discussed during the pre-construction meeting. Consideration will be given to using alternate shifts to minimize the length of time an area is out of service.
3. All employees of the Contractor/Professional may be subject to individual body search each time they enter the Correctional Facility. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the Contractor/Professional will be required to have legal picture identification card.
4. All trucks and other mobile equipment may be subject to inspection both on arrival and upon departure from the Correctional Facility. Absolutely no fraternization between inmates and Contractor/Professional's employees will be tolerated. Any attempts at same by prisoners are to be reported immediately to the escorting officer or MDOC employee.
5. No requests for visits with inmates will be granted to Contractor/Professional's employees except where such visiting originated prior to award of the Contract.
6. Contractor/Professional must follow rules pertaining to foot and vehicle traffic as established by the Correctional Facility. Contractor/Professional must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The Contractor/Professional and their workers may not leave the assigned Work areas.
7. Heavy equipment, power tools and machinery must be removed from the inside of the security perimeter through the assigned gate at times specified by each facility. Such heavy equipment including but not limited to power shovels, compressors, welding machines, air hammers, welding equipment, etc., must be immobilized in an acceptable manner and may not remain inside unless specifically approved by the Warden. Cutting torches and cutting tools in general must be securely locked as directed by the Agency and checked out as needed. No tools, small pipe, copper or wire will remain on the site overnight unless secured and approved by the facility.
8. There will be no exchange, loaning or borrowing of tools, equipment or manpower between Correctional Facility personnel and the Contractor/Professional.
9. Specific Facility and MDOC Safety and Security Policy and Procedures will be covered in detail during the Contractor/Professional orientation process prior to any on site activity. Topics covered include but are not limited to:
 - a. All tools and equipment within a work area which is not enclosed and secure must be disabled, secured or removed from the facility if the entire construction crew leaves the work area/facility.
 - b. Clean up of the site shall be continuously maintained and at the end of each work shift all debris shall be removed from the site or placed into a dumpster as approved by the facility. All building and grounds shall be cleaned using a magnet or metal detector to ensure no debris remains. Demolition work above occupied building requires spotter below area being disturbed to collect potential falling debris.

- c. Dumpsters for debris collection/recycle/removal are not allowed to be left inside the security perimeter unless approved by the Warden. In such cases the dumpster location and security will be specified by the Warden and may be required to be secured within a temporary fenced area or provided with a lockable cover. Removal of dumpsters is subject to coordination with the facility.
- d. Tools, toolboxes, and equipment of contractors and/or workers performing services inside an institution shall be manifested, inventoried and inspected prior to entry into and exit from the institution. Staff designated to escort workers within the facility shall ensure tools are controlled with proper security and safety procedures and work activities are confined to authorized areas.
- e. A list of Dangerous and Critical Tools will be provided to the Contractor as well as all policies and procedures dictating the security, control and use of these of tools. Also, Tool Control will be thoroughly covered during Contractor/Professional orientation prior to any on site activity.
- f. Explosively Driven Tools and Ammunition will not be allowed.
- g. Smoking, and the use and possession of tobacco products, is strictly prohibited.
- h. It is a felony to bring any of the following items into a correctional facility or onto facility property where prisoners may have access to them without prior written permission of the Warden:
 - 1. Any weapon, including a pocketknife, or other implement which may be used to injure another person, or which may be used in aiding a prisoner to escape.
 - 2. Any alcoholic beverage or poison.
 - 3. Any prescription drug or controlled substance without written certification of need from a licensed physician.
 - 4. Personal cellular telephones and pagers are not permitted on facility grounds except in a locked motor vehicle in designated parking areas.
 - 5. Audio or visual recording devices, including cameras.
- 10. The assigned gate through which materials, equipment and vehicles must be transported will be opened upon request between the hours as determined by agreement with facility operations.
- 11. Sanitary facilities will be assigned by the Correctional Facility authorities for the use of the employees of all Contractors. The MDOC or facility may require placement of portable facilities as outlined in the specifications. If used and authorized, portable sanitary facilities shall be locked by the Facility when not in use.
- 12. Guards may be assigned to the working areas. They may inspect and search areas under construction at any time, including the Contractor/Professional's equipment.
- 13. Areas for employee parking, toolboxes, etc., must be assigned only by Correctional Facility authorities on the site. Remove all firearms, weapons, alcoholic beverages, drugs, medicines or explosives from vehicles before entering Facility property. Lock vehicles when not attended.
- 14. Accidents - The Correctional Facility infirmary is not available to Contractor/Professional's employees.
- 15. The Warden of this Correctional Facility retains the right to revise these "Special Working Conditions" as required to meet Facility needs.

DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

The Work comprising this Project will be performed at a site at which the Department of Environment, Great Lakes, and Energy is overseeing closure activities. The DB Entity must comply with all rules and regulations pertaining to such sites and must conform to the following rules:

1. The DB Entity must provide a competent Superintendent satisfactory to the Department of Environment, Great Lakes, and Energy on the work site at all times during working hours with full authority to act for him. It must be the DB Entity's responsibility to furnish the Department of Environment, Great Lakes, and Energy with the name, address and telephone number of the responsible person to contact for Emergency during after hour, weekend and holiday periods.
2. Access to and egress from the site must be via routes specifically designated by the Department of Environment, Great Lakes, and Energy authorized representative.
3. No Work must be performed at the site on Saturdays, Sundays, holidays or during night hours without the written permission from the Department of Environment, Great Lakes, and Energy.
4. Areas on the site for employee parking, toolboxes, material lay down, etc., must be assigned by the Department of Environment, Great Lakes, and Energy. All firearms, weapons, alcoholic beverages, or explosives must be removed from vehicles before entering the site.
5. Heavy equipment such as bulldozers and power shovels must be locked or immobilized in an acceptable manner when not in use. No tools, small pipe, copper, or wire must remain on the site overnight, unless acceptably locked inside shanties or tool chests. There will be no exchange, loaning or borrowing of tools, equipment or manpower between the Department of Environment, Great Lakes, and Energy and the DB Entity.
6. The DB Entity must comply with the special condition requirements of the permits issued for the site including but not limited to the landfill permit issued under Part 115, Solid Waste Management of Natural Resources and Environmental Protection Act, P. A. 451 of 1994, as amended.

DEPARTMENT OF HUMAN AND HUMAN SERVICES

The Work comprising this Project will be performed at a Department of Human Services (DHHS) Facility and the DB Entity and all subcontractors must comply with the following special working rules:

1. The DB Entity and all subcontractors must submit a list of names, driver's license numbers, birth dates, and additional information when requested, on all persons expected to be employed on the Project site. Such list must be submitted directly to the Superintendent's office or to the Owner Field Representative for approval before any person's appearance at the site for Work assignments.
2. The DB Entity and all subcontractors will be allowed to work within or on State Agency confines from 7:00 a.m. to 6:00 p.m., Monday through Friday only. No Work must be performed outside these hours without written permission from the State Agency.
3. All employees of the DB Entity and all subcontractors may be subject to individual body search each time they enter the State Agency confines. Packages or containers of any kind may be opened for inspection. All employees of the DB Entity and all subcontractors will be required to have identification cards or badges furnished by the DB Entity and all subcontractors.
4. There must be no fraternization between the State residents and the DB Entity's or the subcontractor's employees. Any attempt by any resident to engage in conversation or interfere in any way with the DB Entity's or any of the subcontractor's employee must be reported immediately to State Agency staff.
5. No firearms, weapons, explosives, alcoholic beverages, drugs, or medicines may be brought into the confines of the Agency.
6. Any tools or material left within the confines of the State Agency overnight must be in locked cabinets, locked rooms or otherwise secured.
7. There will be no exchange, loaning or borrowing of tools, equipment or manpower between DHHS personnel and the DB Entity or any of the subcontractors.
8. Sanitary facilities will be assigned by the State Agency for the use of the DB Entity and all subcontractor's employees and it must be the responsibility of the DB Entity to keep said sanitary facilities in clean and neat condition.
9. The DB Entity and all subcontractors must follow rules pertaining to foot and vehicle traffic as established by the State Agency. The DB Entity and all subcontractors must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The DB Entity nor any of the subcontractors may not leave the assigned Work areas.
10. Security staff may be assigned to the work areas. They may inspect and search areas under construction at any time, including the DB Entity and all subcontractor's equipment.
11. Keys to certain doors may be assigned to the DB Entity. Such doors must be kept locked at all times.
12. The Superintendent of the State Agency reserves the right to revise these rules as required to meet the security needs of the Agency.

DEPARTMENT OF NATURAL RESOURCES

The Work comprising this Project will be performed at a site of the Department of Natural Resources. The DB Entity and all subcontractors must comply with all rules and regulations pertaining to such sites and must conform to the following rules:

1. The DB Entity and all subcontractors must provide a competent Superintendent satisfactory to the Department of Natural Resources on the work site at all times during working hours with full authority to act for him. It must be the DB Entity and all subcontractor's responsibility to furnish the Department of Natural Resources with the name, address and telephone number of the responsible person to contact for Emergency during after hour, weekend and holiday periods.
2. Access to and egress from the site must be via routes specifically designated by the Department of Natural Resources authorized representative.
3. All work will be coordinated so as to minimally interfere with the normal function of the boating access site which will be open and operational between the spring opening and fall closing. Specifically,
 - 3.1 No Work must be performed at the site on Saturdays, Sundays, holidays or during night hours without the written permission from the Department of Natural Resources; and
4. Areas on the site for employee parking, toolboxes, material lay down, etc., must be assigned by the Department of Natural Resources. All firearms, weapons, alcoholic beverages, or explosives must be removed from vehicles before entering the site.
5. Heavy equipment such as bulldozers and power shovels must be locked or immobilized in an acceptable manner when not in use. No tools, small pipe, copper or wire must remain on the site overnight, unless acceptably locked inside shanties or tool chests. There will be no exchange, loaning or borrowing of tools, equipment, or manpower between the Department of Natural Resources and the DB Entity or any of the subcontractors.
6. The DB Entity and all subcontractors must comply with the special condition requirements of the Department of Natural Resources and the United States Army Corps of Engineers Permit Sections appended to these specifications.
7. Work Schedule: [...***** Edit the following Examples ...**]
 - 7.1 Stage One starting completed by *****month /year*****. Work included must be Mobilization, Removals, Dredging, Earth Excavation, Boat Launch, Storm Sewer, Electrical Conduit with wires, and aggregate base.
 - 7.2 Stage Two starting *****month/year***** completed by *****month/day/year*****. Work included must be Alternate #1.
 - 7.3 Stage Three starting *****month/year***** completed by *****month/day/year*****. Work included must be Alternates #2, #3, #4 and #5.

DEPARTMENT OF STATE POLICE

The work comprising this Project will be performed at a State Police Post, and the DB Entity and all subcontractors must comply with the following special working rules:

1. The DB Entity and any/all subcontractors, consultants, etc. must submit a BACKGROUND AUTHORIZATION form (CJIS-008) for all employees providing names, driver's license numbers, birth dates, and additional information when requested on all persons expected to be employed on the Project site. Such form (CJIS-008) must be submitted directly to the Michigan State Police designee for name and fingerprint background check approval before any person's appearance at the site for work assignments.
2. The DB Entity and all subcontractors will be allowed to work within or on State Police Post confines from 8:00 a.m. to 5:00 p.m. No work may be performed on Saturdays or Sundays without written permission from the Post Commander. The Post Commander or their designee may arrange other time schedules.
3. All employees of the DB Entity and the subcontractors may be subject to individual body search each time they enter the Post. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the DB Entity and all subcontractors will be required to have identification cards or badges furnished by the DB Entity.
4. All trucks and other mobile equipment may be subject to inspection both on arrival and departure from the Post. Absolutely no fraternization between State Police personnel and DB Entity's or subcontractor's employees will be tolerated.
5. The DB Entity and all subcontractors must follow rules pertaining to security and parking as established by the Post Commander. The DB Entity and all subcontractors must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The DB Entity and all subcontractors may leave the assigned work areas.
6. There will be no exchange, loaning, or borrowing of tools, equipment, or manpower between Post personnel and the DB Entity or any of the subcontractors.
7. The assigned gate through which materials, equipment, and vehicles must be transported will be opened upon request between 8:00 a.m. and 5:00 p.m.
8. Sanitary facilities will be assigned by the Post Commander for the use of the DB Entity and all subcontractor's employees.
9. Security personnel may be assigned to the working areas. They may inspect and search areas under construction at any time, including the DB Entity and all subcontractor's equipment.
10. Areas for the DB Entity and all subcontractor's employee parking must be assigned only by the Post Commander. Remove all firearms, weapons, alcoholic beverages, or explosives from vehicles before enter Post property. Lock vehicles when not attended.

The Post Commander retains the right to revise these "Special Working Conditions" as required to meet Post needs.

APPENDIX VIII – SPECIAL PROJECT PROCEDURES

SOIL EROSION AND SEDIMENTATION CONTROL PROJECT PROCEDURES FOR THE DB ENTITY AND ALL SUBCONTRACTORS ON DTMB OWNED AND MANAGED PROPERTIES

1. Comply with Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451, as amended.
2. Contact the DTMB, SFA, Design and Construction Division to discuss the implementation of soil erosion and sedimentation control (SESC) on the Project with DTMB SESC Officer. Phone (517) 388-3045 or Email mcgarryc@michigan.gov
3. Following the award of a contract, the DB Entity will be required to prepare and issue for approval an SESC Implementation Plan, which indicates the DB Entity's intended implementation of SESC on the project including a schedule and sequence. The Environmental Health and Safety Section, upon approval of the implementation plan, will issue to the DB Entity an "Authorization to Proceed with Earth Change" document, which is to be posted at the job site. This document is issued in lieu of a permit from the county. Earthwork shall not begin prior to the issuance of this Authorization. Upon receipt of the Authorization document, the DB Entity may begin earth change activities.
4. See below the "Checklist for the DB Entity's SESC Implementation Plan" for details of the required information necessary for the DB Entity to create the SESC Implementation Plan. The intent of this plan is to ensure that the DB Entity has reviewed and understands the SESC provisions within the plans and specifications.
5. CHECKLIST FOR DB ENTITY'S SOIL EROSION AND SEDIMENTATION CONTROL IMPLEMENTATION PLAN (For projects that include earth changes or disturb existing vegetation):

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION
SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM
3111 W. St. Joseph Street
Lansing, MI 48917

PROJECT TITLE:
PROJECT LOCATION:
PROJECT FILE NUMBER:
INDEX NUMBER:

Prior to the start of earthwork, the DB Entity must submit a Soil Erosion and Sedimentation Control (SESC) Implementation Plan to the Michigan Department of Technology, Management and Budget, Soil Erosion and Sedimentation Control Program. The intent of this plan is to ensure that the DB Entity has reviewed and understands the SESC provisions within the plans and specifications. The following checklist will provide the DB Entity with assistance in creating the SESC Implementation Plan.

The SESC Implementation Plan must include:

1. A written plan or letter demonstrating:
 2. The DB Entity's means and methods for the implementation of SESC provisions included within the plans and specifications and compliance with the provisions of Part 91 of PA 451 of 1994, as amended.
 - (a) The DB Entity's plan for dust control.
 - (b) The DB Entity's plan for inspection and maintenance of temporary SESC's.
3. A map, location plan, drawing, or amended copy of the Project SESC or grading plan showing:
 - (c) The locations of any stockpiles of soil associated with the Project
 - (d) The temporary SESC controls associated with stockpiles of soil

- (e) The DB Entity's suggested or proposed additions or relocations of any temporary or permanent SESCOs. associated with the Project plans and specifications (subject to approval by Engineer and DTMB)
 - (f) Location of site entrances, exits and vehicle routes
 - (g) Location of site superintendent's/project manager's site trailer or office (for SESCO Inspector check-in)
4. A schedule for the installation and removal of temporary controls and the installation of permanent soil erosion and sedimentation controls in relation to the overall construction schedule.

Submit the above items to the above address.

Upon approval of the DB Entity's plan, an "Authorization to Proceed with Earth Change" will be issued by DTMB, Design and Construction Division.

DEMOLITION/REMODELING PROJECT PROCEDURES

Furnish all equipment, materials, labor and services necessary to complete all building demolition required in connection with the existing building, in order to permit the installation of new Work. The goal of the Owner is to generate the least amount of waste or debris possible. However, inevitable waste and debris that are generated shall be reused, salvaged, or recycled, and disposal in landfills shall be minimized to the extent economically feasible. The DB Entity will be required to prepare waste management plan for the collection, handling, storage, transportation, and disposal of the waste generated at the construction site for the Owner's review and approval. The DB Entity will be required to produce waste management progress reports.

1. Locations: Notations are made in various places on the Drawings to call attention to building demolition which is required; however, these Drawings are not intended to show each and every item to be removed. The DB Entity and the subcontractors for the various trades must remove the materials related to their respective trades as required to permit the construction of the new Work as shown.
2. Permits: The DB Entity must secure from the appropriate agencies all required permits necessary for proper execution of the work before starting work on the project site. All fees for securing the permits must be paid by the DB Entity, including all inspection costs which may be legally assessed by the Bureau of Construction Codes in accordance with the authority granted under the Public Act 1980 PA 371, as amended.
3. Enclosures: Where it is necessary to make alterations to walls, floors or roof of the existing building, the DB Entity must provide and maintain dustproof partitions to separate the parts where Work is being done from the adjoining parts occupied by the State Agency. Where any parts are opened and exposed to the elements, the DB Entity must provide weather tight enclosures to fully protect the structure and its contents.
4. Waste Management Plan: Reuse, salvage, and recycling are required to the extent feasible. The management plan must address waste source identification and separation, returns, reuse and salvage, recycling, landfill options, alternatives to landfilling, materials handling procedures and transportation.
5. Preparation: Protect all existing Work that is to remain and restore in an approved manner any such Work that becomes damaged.
 - a. Rubbish and debris resulting from the Work must be removed immediately from the site by the DB Entity. However, any recyclable materials must be recycled; the DB Entity will be required to use alternatives to landfills for waste disposal such as reuse or recycle of asphalt, bricks, concrete, masonry, plastics, paint, glass, carpet, metals, wood, drywall, insulation and any other waste materials to the extent practical.
 - b. Unless otherwise specified, the Agency will remove existing furniture, drapery tracks, draperies, window blinds, and other equipment items, which might interfere with the new construction.
6. Coordination: Demolition work, in connection with any new unit of Work, must not be commenced until all new materials required for completion of that new item of Work are at hand.
7. Waste Management Plan Progress Reports: Submit an updated report with the payment requests. The progress reports shall include:
 - a. The amount of waste sent to a landfill, tipping fees paid and the total disposal cost. Include supporting documents such as manifests, weight tickets, receipts and/or invoices.
 - b. Records for each material recycled/reused/salvaged from the project including the amount, date removed from the job site, final destination, transportation cost, recycled materials and the net cost/ savings.
 - c. Breakdown of waste by type generated to date.
 - d. Recycling/salvage/landfill rates.
 - e. Percent of waste recycled/salvaged to date.

HAZARDOUS MATERIALS PROJECT PROCEDURES

1. The DB Entity must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all Federal, State and local Laws. If the DB Entity or any subcontractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the DB Entity or subcontractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions.
2. This project has been identified by the DTMB-SFA as having a possibility of containing Hazardous Waste materials to be legally removed from the Project job site in order to complete the Work as described in the Proposal and Contract. If removal of friable asbestos material is required, the DB Entity must contact the Air Quality Division, Department of Environment, Great Lakes, and Energy for a permit and furnish all training, labor, materials, services, insurance, and equipment necessary to carry out the removal operations of all Hazardous Materials from the Project job site, as identified by the Scope of Work, or encountered on the Project job site, in accordance with State and Federal Hazardous Waste Codes. Contact information can be found at: www.michigan.gov/egle. A Contract Change Order will be written to modify the existing Contract to pay for the additional cost.
3. Environmental Hazards (air, water, land, and liquid industrial) are handled by Michigan Department of Environment, Great Lakes, and Energy (EGLE) in carrying out the requirements of the Federal Environmental Protection Agency (EPA). For general information and/or a copy of the latest regulations and publications visit www.michigan.gov/egle.
4. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Licensing and Regulatory Affairs provides for the safety of workers www.michigan.gov/lara. The Department of Community Health provides for the health of workers www.Michigan.gov/dch.
 - a. The DB Entity must post any applicable State and/or Federal government regulations at the job site in a prominent location.
 - b. The DB Entity and all subcontractors must be responsible for training their workers in safe work practices and in proper removal methods when coming in contact with hazardous chemicals.
5. Applicable Regulations:
 - a. Natural Resources and Environmental Protection Act – PA 451 of 1994, as amended, including Part 111 – Hazardous Waste Management, Part 121 – Liquid Industrial Waste and Part 147 – PCB compounds.
 - b. RCRA, 1976 - Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, or disposal of hazardous wastes nationally.
 - c. TSCA, 1979 – Toxic Substances Control Act: This statute regulates the generation, transportation, storage, and disposal of industrial chemicals such as PCBs.
6. Definitions: Hazardous substances are ignitable, corrosive, reactive, and/or toxic, based on their chemical characteristics.
 - a. Under Federal and Michigan Law, a Small Quantity Generator of hazardous waste provides from 220 to less than 2,000 lbs./month or never accumulates 2,200 lbs. or more.
 - b. A Generator size provider of hazardous waste provides 2,200 lbs. or more/month or accumulates above 2,200 lbs.
7. Disposals: To use an off-site hazardous waste disposal facility, the The DB Entity and all subcontractors must use the Uniform Hazardous Waste Manifest (shipping paper). Small quantities of hazardous waste may not be disposed of in sanitary landfills used for solid waste.
8. Federal, State and local Laws and regulations may apply to the storage, handling, and disposal of Hazardous Materials and wastes at each State Agency. Contact the Environmental Assistance Center of the Michigan Department of Environment, Great Lakes, and Energy (EGLE), www.michigan.gov/egle, for general EGLE information including direct and referral assistance on air, water and wetlands permits; contaminated site clean-ups; underground storage tank removals and remediation; hazardous and solid waste disposal; pollution prevention and recycling; and compliance-related assistance. The Center provides businesses, municipalities, and the general public with a single point of access to EGLE's environmental programs.

ASBESTOS ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure initially constructed on or prior to 1980, the The DB Entity and all subcontractors will use the attached copy of a Comprehensive Asbestos Building Survey for those portions of the building or structure being impacted and must plan his or her work to minimize disturbance of any known or assumed asbestos containing materials (ACM). In addition, if this building or structure was constructed on or prior to 1980, the DB Entity's On-Site Superintendent and all Subcontractor On-Site Superintendents for trades that could potentially disturb known or assumed ACM, must, as a minimum, have and provide documentation of current Asbestos Awareness Training.

If the Comprehensive Asbestos Building Survey identifies known or assumed ACM that will potentially be disturbed as a part of the DB Entity's renovation or demolition activities, the DB Entity must remove, transport and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. If required, the DB Entity must provide the Owner a minimum of 10 working day notification prior to the start of any asbestos abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends and state holidays).

If the DB Entity or subcontractors encounters a suspected ACM that was not previously identified within the Comprehensive Asbestos Building Survey, the DB Entity must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions. If, after providing Owner notification, the DB Entity is directed to sample and/or remove the suspected ACM in question, a Contract Change Order will be written to modify the existing Contract to pay for the additional cost. Any abatement shall be completed in accordance with the requirements of this Section.

If removal of ACM is required, removal must be completed by a contractor currently licensed to remove asbestos by the State of Michigan, Department of Licensing and Regulatory Affairs (LARA) Asbestos Program and abatement must be performed in accordance with all Federal, State and local Laws and Regulations. Prior to commencing any asbestos abatement activities, the licensed abatement contractor must submit, as required by Federal, State and Local Laws and Regulations, a "Notification of Intent to Renovate/Demolish" to both the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division and to the LARA, Asbestos Program, to comply with National Emission Standards for Hazardous Air Pollutants (NESHAP), and the Clean Air Act (CAA). All regulated ACM must be disposed of at an approved Type II (general refuse) landfill and must be in leak-tight wrapping or containers. ACM that is non-friable and is not in poor condition or will not become regulated ACM at any time can be disposed of in a Type III (construction debris) landfill.

At the completion of each abatement activity, the DB Entity must perform clearance testing in accordance with National Institute for Occupational Safety and Health (NIOSH) 582 "Sampling and Evaluating Airborne Asbestos Dust". All air samples shall indicate concentrations of less than 0.01 fibers/cc for clearance to be met. Clearance testing shall be performed by a third-party Asbestos Consultant. The Asbestos Consultant selected by the DB Entity shall be experienced and knowledgeable about the methods for asbestos air sampling and be able to select representative numbers and locations of samples. It is mandatory that the Asbestos Consultant's on-site hygienist performing sampling and analysis have certification that he/she has passed a NIOSH 582 or equivalent course.

The NESHAP asbestos regulations, notification form, guidelines and fact sheets are available on EGLE's web site www.michigan.gov/egle under heading Air; then click on Asbestos NESHAP Program. For guidelines on submitting notifications pursuant to the Asbestos Contractors Licensing Act, contact the LARA, Occupational Health Division, Asbestos Program www.michigan.gov/lara.

LEAD ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure, the workers are assumed to be exposed to lead or materials containing lead above acceptable levels until proven otherwise through personal air sampling and analysis. The DB Entity shall take all steps necessary to assure that his/her employees are not exposed to lead at concentrations greater than the Permissible Exposure Limit as per the State of Michigan Department of Licensing and Regulatory Affairs Occupational Health Standards Part 603 "Lead Exposure in Construction". In addition, the DB Entity shall convey this same requirement to all subcontractors that may be under his/her control.

The employer shall comply with the Michigan Lead Abatement Act, as amended, and the Lead Hazard Control rules and must communicate information concerning lead hazards according to the requirements of Michigan Occupational Safety and Health Administration (MIOSHA) Part 603 and the Occupational Safety and Health Administration's (OSHA's) Hazard Communication Standard for the construction industry, 29 CFR 1926.59, including but not limited to safety equipment (e.g. personal fit-tested and approved respirators and protective clothing), worker rotation (on a short-cycle and regular basis), working practices (e.g. sanding, cutting, grinding, abrased, burning and heat-gun stripping of lead based paint are not allowed), the requirements concerning warning signs and labels, material safety data sheets (MSDS), and employee information and training. Employers shall comply with the requirements of 29 CFR 1926.62(l) - Employee Information and Training.

If lead or materials containing lead will be disturbed as a part of the work to be performed, the DB Entity must remove, transport and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. The DB Entity must provide the Owner a minimum 10 working day notification prior to the start of any lead abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends and state holidays). Abatement is defined as an activity specifically designed to permanently remove lead paint, lead-contaminated dust or other lead containing materials, the installation of a permanent enclosure or encapsulation of lead paint or other lead containing materials, the replacement of lead-painted surfaces or fixtures, the removal or covering of lead-contaminated soil, and any preparation, cleanup, disposal and post-abatement clearance testing associated with these activities. Renovation, remodeling, landscaping, or other activity, that is not designed to permanently eliminate lead paint hazards, but is instead designed to repair, restore, or remodel a structure, or housing unit even though the activity may incidentally result in a reduction or elimination of a lead paint hazard is not considered abatement.

If abatement of lead or materials containing lead is required, abatement must be completed by a currently certified Lead Abatement Contractor as certified by the State of Michigan, Department of Community Health. In addition, the Lead Abatement Contractor's workers and supervisors must also be currently certified by the State of Michigan, Department of Community Health. Lead abatement including clearance testing shall be performed in accordance with the State of Michigan, Lead Abatement Act, Part 54A Lead Abatement and with all other Federal, State and local Laws and Regulations that may apply. Prior to commencing any lead abatement activities, the abatement must be designed by a currently certified Lead Professional Project Designer. At the completion of abatement, the abated area shall meet clearance requirements with clearance testing to be performed by a Clearance Technicians currently certified by the State of Michigan Department of Community Health.

For additional information about certifications, guidance and regulations for lead hazard control activities, visit www.michigan.gov/leadsafe.

APPENDIX IX
PREVAILING WAGE RATES

(DELETE UNLESS FEDERAL DAVIS-BACON APPLIES)

FEDERALLY FUNDED PROJECT PREVAILING WAGE REQUIREMENTS

The Contractor and all Subcontractors must comply with all laws pertaining to occupational classifications and to the following requirements:

1. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
2. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
3. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
4. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

***** Note to the Professional; The Professional may obtain Prevailing Wage Rates for the locale(s) in which the Project is located by contacting Director-SFA and requesting them from the Project Director.**

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For more information contact Mary Hanes at (517) 388-4558 or go to www.michigan.gov/mideal.

If your company is interested in participating in the MiDEAL program, please sign below and return to this letter to the letterhead address, Attention: Anne Watros.

FOR THE STATE OF MICHIGAN

Robert C. Hall, RA, NCARB, Director
Design and Construction Division
State Facilities Administration
Department of Technology, Management and Budget

FOR THE PROFESSIONAL

Allied Building Service of Detroit, Inc. agrees to extend the terms, conditions, and pricing of our 2020 Design Build Services for Minor Projects, No. 00861, to MiDEAL members and will remit the one percent (.01) administrative payment fee along with the quarterly report as outlined.

Matthew Guyot

Signature

3/4/2020

Date

Matthew Guyot - Contract Manager

Print Name/Title