



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

Frederick Construction  
120 E. Prairie Street, Suite C  
Vicksburg, MI 49097

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. 00864  
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:**

Frederick Construction, Inc.  
Firm Name  
  
Signature  
3/2/20  
Date

CV0035244  
SIGMA Vendor ID Number  
Secretary  
Title

**FOR THE STATE OF MICHIGAN:**

  
Director, Department of Technology, Management and Budget

March 31, 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-item Bulletins is not permitted.

Prepare and issue Bulletins within ten (10) business days of receipt of the Department's authorization. Bulletins shall be in such form and detail as the Department may prescribe. 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 payrate.

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**



MINOR STATE CAPITAL OUTLAY PROJECTS

**2020 Indefinite-Scope Indefinite-Delivery**

**For**

**Minor Project Design-Build Services**

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
STATE FACILITIES ADMINISTRATION  
DESIGN AND CONSTRUCTION DIVISION

FREDERICK CONSTRUCTION, INC.  
120 East Prairie Street Vicksburg, MI 49097  
Phone: 269.349.8428 Fax: 269.475.5239  
[www.FrederickConstruction.com](http://www.FrederickConstruction.com)

*Building on our Reputation*



120 E. Prairie Street, Suite C  
Vicksburg, MI 49097  
Phone: 269.349.8428  
Fax: 269.475.5239  
frederickconstruction.com

January 9, 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:

Frederick Construction along with G.H. Forbes Associates Architects, PC (GHFAA) and Peter Basso Associates, Inc. (PBA) is responding 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 a general contractor/construction manager located in Vicksburg, MI.

We are working with GHFAA and PBA concurrently on several additional projects with customer other than State agencies. Frederick Construction and GHFAA have enjoyed a strong and healthy relationship together over the past 21 years. Together we have successfully completed a large number of projects covering various types of work for the General Services Administration and are currently collaboration on a State of Michigan ISID Contract. 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

The principal contact information for this proposal is provided below:

Ryan Collins  
Secretary  
Phone: (269) 349-8428 Ext. 7103  
Cell : (269) 484-4618  
Email: ryan.collins@frederickconstruction.com

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

Sincerely,  
*Ryan D. Collins*  
Ryan Collins  
Secretary

**ORIGINAL**  
Submitted by Ryan Collins



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 Resumes

- Construction Staff
- Architectural Staff
- Engineering Staff

#### Appendix C.1 – Project Examples

- 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 Replace, Upgrade, Selection
- Interior Remodeling and Renovation
- Site Improvements
- Toilet and/or Shower Room Remodeling or Design

#### Appendix C.2 – Project Examples (G.H. Forbes & Associates)

#### Appendix D – Quality Control Documents

- Sample Meeting Report Template
- Sample Field Report Template
- Mechanical Field Survey Checklist
- Michigan Building Code Construction Documents Checklist

#### Appendix E – Quality Assurance/Control Plan

# **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 term (3) year term.

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

#### **Prime / Contractor:**

Frederick Construction incorporated in 1991 and is located in Southwest Michigan. We have delivered projects via General Contracting, Design Assist, Design Build, Construction Manager as Agent, and Construction Manager as Constructor. Frederick has enjoyed 4 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 1997 and based upon successful performance, we have been awarded another IDIQ contract. Our commitment and past performance has earned exceptional ratings from project managers throughout GSA.

Over the last 20 years we have completed over three hundred (300) hundred projects for the State Of Michigan, US Marshal Service, US Custom & Border Patrol, FBI, Secrete Service, Federal Courts, and General Service Administration. The projects and scope of work has varied from minor interior renovations, major interior and exterior renovations, site and security improvements, a \$ 1,500,000.00 Green Roof at the Sault Sainte Marie Border Station, a \$ 750,000.00 Design Build automated control replacement at the Theodore Levin Federal Building in Detroit MI and a \$ 1,500,000.00 interior piping replacement project at the Patrick V McNamara Federal Building in Detroit MI.

Our diverse experience offers our clients a resource and the ability to engage one contractor that has the past experience in multi discipline projects to meet their expectations. More information regarding our project examples can be found in Appendix C.

#### **Design Professional:**

G.H. Forbes Associates Architects (GHFAA) is the lead Design Professional. GHFAA has been providing professional architectural services for over forty-five 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 General Services Administration (GSA) with the Design-Build Team including Frederick Construction, GHFAA and PBA. More information regarding project examples can be found in Appendix C.

The Design Team of GHFAA and PBA has also recently completed a multi-phased project to renovate the Washtenaw Armory for the DTMB and DMVA in Ypsilanti. GHFAA coordinated the phases and worked with the State to achieve the desired renovation within budget limitations. During the project, we received positive feedback from both DTMB and DMVA regarding follow-through on meeting and field reports, project coordination and communication. We are confident that we can again meet the needs of the DTMB and their clients in a smooth and timely manner. 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).

GHFAA has enjoyed four 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. GHFAA has completed more than one-hundred twenty (150) projects for the GSA over the past 22 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 our diverse past experience with multi discipline projects in Governmental facilities. Frederick Construction has over 300 subcontractors and/or consultants that have successfully completed projects for either the State of Michigan or one of the several governmental agencies. When you combine Frederick Construction with GHFAA as your design build team we bring over 44 years of past experience that has consistently exceed the client's expectations.

Our design team's experience with renovations spans over 44 years.

The design team views 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 (Frederick, GHFAA, 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 Vicksburg, Michigan.

## **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) Mike Frederick
- ^ **Senior Project Manager** (key employee) Greg Dedes
- ^ **Contract Manager** (key employee) Chris Rogenski
- ^ **Project Manager** (key employee) Chris Rogenski
- ^ **Senior Estimator** (key employee) Ryan Collins
- ^ **Estimator** (key employee) Chad Kadow
- ^ **Superintendent** (key employee) TBD
- ^ **Principal Architect** (key employee) Theresa Scherwitz, LEED AP
- ^ **Principal Architect** (key employee) Scott Goodsell, AIA
- ^ **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.

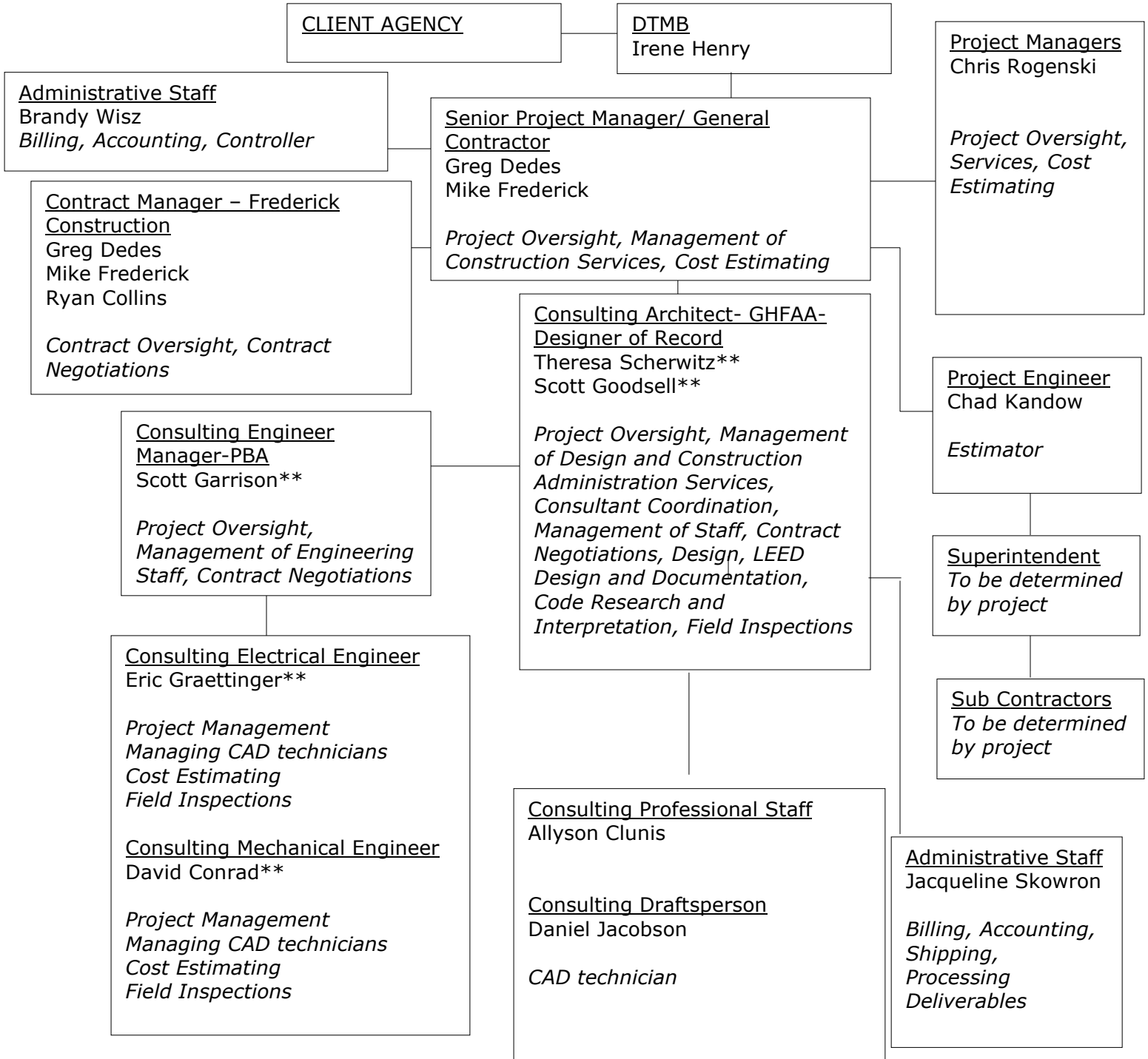


Figure 1 — DB Organization Chart

## **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 (GHFAA) 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 GHFAA 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 the Frederick Construction

#### **Task 4 – SUBMITTALS**

Frederick Construction 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 Frederick Construction. 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**

Frederick Construction 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**

Frederick Construction 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**

Frederick Construction 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**

Frederick Construction 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**

Frederick Construction 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.

### **I-3B. Constructability Review and Quality Control Plan**

#### **Prime / Contractor:**

At the preliminary design phase Frederick Construction will meet with the owner's agent and design professional to establish and review the "project owner's requirements" This information will be documented and distributed for use as the basis of design. During the level 400 preliminary design phase Frederick and the design professional will review and confirm that the scope of work meets all local code requirements, the owner requirements, and budget goals. Once confirmed Frederick will provide a preliminary cost estimate. This process will be repeated thru-out the schematic design, design submittal, and the final "for construction documents". In addition and thru-out this process Frederick Construction will review, confirm, and offer alternative constructability details and material selection. At the end of each phase Frederick will offer value engineering options.

Please refer to Appendix E Frederick Construction's Quality Assurance/Control Plan

#### **Design Professional:**

GHFAA 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 which can be found in Appendix D of this proposal. GHFAA 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.

We also utilize a number of checklists to ensure that all relevant information is included on the documents and examined during the design. Earlier we described checklists that we use during the initial field survey and we have attached an example of a mechanical checklist to this proposal. We also utilize a Michigan Building Code 2009 construction documents checklist which describes the minimum submittal requirements as defined by the code. Finally, we have a number of internal instructions for personnel to follow such as very specific printing standards with a sequence of proper steps.

### **I – 4 Questionnaire**

Please refer to Appendix A for the completed Questionnaire.

## PART 2: COST PROPOSAL

### BILLING RATE AND FEE SCHEDULE

Firm Name Frederick Construction, Inc.

Yearly Hourly Billing Rate Increase (percentage) 5%

Employee Name	Position/Classification	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Design Staff</i>						
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
<i>Construction Staff</i>						
Greg Dedes	Senior Project Manager	\$75.00	\$77.00	\$79.00	\$81.00	\$83.00
Mike Frederick	Senior Project Manager	\$75.00	\$77.00	\$79.00	\$81.00	\$83.00
Chris Rogenski	Project Manager	\$70.00	\$72.00	\$74.00	\$76.00	\$78.00
Ryan Collins	Senior Estimator	\$70.00	\$72.00	\$74.00	\$76.00	\$78.00
Chad Kadow	Estimator	\$65.00	\$67.00	\$69.00	\$71.00	\$73.00
Brandy Wisz	Accounting	\$60.00	\$62.00	\$64.00	\$66.00	\$68.00
Nikki Martini	Project Coordinator	\$60.00	\$62.00	\$64.00	\$66.00	\$68.00

### FEE SCHEDULE

O&P SCHEDULE	
Project Size Range	O&P %
\$0 - \$100,000	20%
\$100,000 - \$150,000	15%
\$150,000 - \$250,000	10%

Bond Cost Schedule	
Project Size Range	Bond %2

\*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.

Thanking you in advance for your time.

Yours truly,

Signature: *Ryan D. Collins*

Date: 1/9/2020

Ryan Collins – Contract Manager  
Frederick Construction



# **Appendices**

## **Appendix A - Questionnaire**



Questionnaire for Professional Services
Department of Technology, Management and Budget
2017 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: Frederick Construction, Inc.
Address: 120 E. Prairie Street, Suite C
Telephone and Fax: T: (269) 349-8428 F: (269) 475-5239
Website: www.frederickconstruction.com
E-Mail: ryan.collins@frederickconstruction.com
DB Entity(s) federal I.D. number(s): 38-2992186

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: Include a brief history of the DB Entity's firm:

Frederick Construction incorporated in 1991 and is located in Southwest Michigan. We have delivered projects as a General Contractor, Design Assist Partner, Design/Builder, Construction Manager as Agent, and Construction Manager as Constructor. Frederick has enjoyed 4 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 1997 and based upon successful performance has been extended thru 2017. Our commitment and past performance has earned exceptional ratings from the GSA contracting officers.

Over the last 20 years we have completed over three hundred (300) hundred projects for the State Of Michigan, US Marshal Service, US Custom & Border Patrol, FBI, Secret Service, Federal Courts, and General Service Administration. The projects and scope of work has varied from minor interior renovations, major interior and exterior renovations, site and security improvements, a \$ 1,500,000.00 Green Roof at the Sault Sainte Marie Border Station, a \$ 750,000.00 Design Build automated control replacement at the Theodore Levin Federal Building in Detroit MI and a \$ 1,500,000.00 interior piping replacement project at the Patrick V. McNamara Federal Building in Detroit MI.

Our diverse experience offers our clients a resource and the ability to engage one contractor that has the past experience in multi discipline projects to meet their expectations. More information regarding our project examples can be found in Appendix C

Frederick Construction has worked with our Design partner for this response, GHFAA and PBA on numerous of projects over the past seventeen years.

GHFAA has been providing professional architectural services for more than forty-five 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. Beginning in 1995, the General Services Administration awarded GHFAA a contract that has led to unprecedented renewals and extensions which still continue today due to attention to customer's needs and prompt, accurate response. In 2009, GHFAA worked with the DTMB and DMVA to renovate the Lansing Reserve Forces North Building. Then in 2013, GHFAA 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 four Washtenaw Armory projects. In addition to the Armory renovations, GHFAA and PBA have collaborated on several mechanical and electrical upgrades on various DTMB projects. Frederick Construction collaborated with the design team for multiple renovations in at least eight federal buildings throughout the State. The team is currently collaborating on a fire alarm replacement project in Grand Rapids and on a major renovation for the USMS in Port Huron. Additional example projects with the Design-Build team are listed in Appendix C.2

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.

**Refer to Figure 1 – DB Organizational 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-five 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 Frederick's project manager will review the final contract documents. We will generate and distribute a product submittal log to the owner, A&E, and project superintendent. Any deviations from the desired or specified products to be installed will be highlighted for review and acceptance. All of the above will be tracked and discussed at our progress meeting. In addition Frederick will review our quality control plan and generate a quality assurance plan that defines the 3<sup>rd</sup> party testing requirements. This list will be logged, tracked, and discussed at each progress meeting. The building and site plans and specifications 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. Frederick Construction's Quality Control Plan is followed using oversight in levels from Team Leader, Foreman, Site Superintendent, and Project Manager(s) on most projects. When deemed required we will implement a dedicated Quality Control Manager. Scheduling is communicated to all pertinent parties. Work found to be substandard, is promptly corrected. Frederick Construction's has a proactive culture. We empower our staff to continually review the project requirements and stop any process of the improvement that does not appear to meet the owner's requirements.

Our team will review the construction plans, work areas, installation process, and develop a site specific safety program to insure we maintain a safe working environment for the public, building occupants, and construction staff. This plan will be distributed to the team for review and comment. We continually review the plan, monitor, and address the project activities to insure that they are compliant with the plan.

4.2 Has your firm been involved in claims or suits associated with design and/or construction projects?  
Yes  No

If yes, explain: N/A

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?

At the onset of a project Frederick will upload all of the project documents to our online planroom. This site is secure and the information can be accessed by all of the team members via the web at anytime. The site will be organized by file folders and subfolders in a cohesive manner that allows the team members to migrate thru the project. The main folders will be noted as plans, specifications, addendums, bulletins, change proposal, BRFI'S, RFI'S, submittals, meeting minutes, etc. Frederick will issue meeting minutes within three business days of meetings and teleconferences. With each submittal of construction documents, Frederick 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. Frederick 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 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.

At the onset of the preliminary design phase Frederick will review the existing project conditions, the owners requirements and the code complaint requirements to establish a preliminary budget. Typically the majority of the cost will be square feet units based on past projects we have completed. As we move into the Design Submittal or Design Development phase we will complete a second round of estimating utilizing unit pricing based on the design specific details for the improvements. At this point we will solicit system budgeting from our trade budget partners. At the Design Submittal and Construction Document phase we will complete a third budget. This typically becomes all unit specific quantity take off and involves our trade budget partners.

Additionally, our Design Team member GHFAA uses the following practices. On a typical design-bid-build project, GHFAA 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 they tend to use it as more of a cross reference than a reliable estimating tool. GHFAA routinely produces detailed cost estimates for both the private and public sector work.

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

Other than the hidden condition cost over-runs are directly related to validation and communication. To minimize the cost over runs we propose the following. 1) Complete a preliminary facility review. 2) Undersand the owners requirements. 3) Understand and validate the proposed material performances. 4) Complete a subsoil investigation. 5) Clearly articulate this information to the estimator and trade partners. 6) Develop, maintain, and document a quality control/quality assurance program.

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?

3 to 5 business days for design services. 5 to 10 business days for estimating and budget approval. Start of the project is based on permit issuance.

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 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. Frederick Construction 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.

Frederick Construction has been successfully providing similar services for over 20 years for the two separate IDIQ contracts we currently have with GSA. We continually receive favorable and outstanding performance reviews from the project managers and contracting officers. Our projects have been multi discipline in occupied facilities.

GHFAA has enjoyed multiple Indefinite Services Contracts with the General Services Administration of the Federal Government. Their responsiveness and performance 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 GHFAA 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. GHFAA 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.

Frederick Construction, GHFAA 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. GHFAA will document any issues and bring these to the DTMB for consideration. GHFAA has developed checklists to guide field investigations as well as the production of documents. Frederick Construction 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.

We will provide a detailed progress schedule for the State's crews that will allow them to plan and seamlessly perform their work. Our superintendent will coordinate at the local level with the crew leader to insure we all have a consistence message and meet the projects goals.

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.

Frederick Construction and GHFAA often receives Design Intent Documents from a client including the State of Michigan or General Services Administration for renovation projects. They understand the importance of validating the layout with actual dimensions and field conditions. They will also review for code compliance including accessibility clearances and assess for constructability issues. They will promptly communicate any discrepancies and options with the project team on behalf of the design-build team.



## **Appendix B – Key Personnel Resumes**

## **Construction Staff**

## **Michael Frederick**

Vicksburg, MI 49097

Cell: (269) 744-4777

E-mail: [Mike.frederick@frederickconstruction.com](mailto:Mike.frederick@frederickconstruction.com)

### **QUALIFICATIONS**

LEED AP

Extensive background and experience with plan review, problem solving, managing projects and personnel within the construction industry

Past experience with Performance Contracting and Energy Conservation Projects

Ability to analyze project costs and offer value engineering

Highly motivated individual who has worked within a team structure to achieve defined, common goals

Experienced in developing and implementing policies and procedures

Ability to supervise and motivate others

#### **A. Experience**

*1992-Present Vice President of Operations and Owner, Frederick Construction, Inc.*

Senior Project Manager:

Responsibilities included identifying potential leads, developing final scope and budget, preparing RFP responses, and attending post bid interviewing for final contractor selection.

Director of Field Operations - Coordinating and overseeing all day to day operations of multiple construction projects, monitoring of construction superintendent activities, shop drawing review, project quality control inspections, subcontractor estimates and contract execution, cost estimates, analysis, contract change orders, and monthly AIA billings.

## **B. Projects**

### *Western Michigan Lee Honors College*

This project was a three classroom addition and related remodeling that will double the number of classrooms in the facility. The project will infuse the entire honors college facility with state-of-the-art instructional technology. This project was a LEED project.

### *CentraCare Renovations*

This was a conversion of an existing 20,000 SF building to an elderly day care facility which included primary medical care exam rooms, physical therapy suites, a commercial kitchen, group therapy suites and day rooms which allows the occupants to socialize with each other.

### *Western Michigan Bill Brown Stadium Locker, Weight Room & Lobby Renov.*

Project included 20,000 SF of interior renovations within the Bill Brown Stadium. The locker room, weight room and lobby were transformed to reflect a new vision and direction for Western Michigan University Bronco Football team.

### *Lake Michigan College – Student Center Renovation/D Wing Restroom*

Completed in 2014 the S-Wing Student Center & D-Wing renovation included 6,000 SF, two-story addition & restroom renovations. Frederick Construction executed major demolition of an existing outdoor amphitheater located within the existing building lines. The new addition included a new café, student activity center and study area.

### *Vicksburg Community Schools – Bond Projects*

Completed 2014, 2015 and 2015 of a 6 year bond program of district wide improvements. Series 1, completed in 2014, Series 1, completed in 2015 and Series 2, completed in 2016 projects involved interior and exterior improvements that included new fire alarm systems, roofing, windows and parking lot replacements.

**C. Education, Licenses & Certificates**

High School Diploma, Vicksburg High School -1981  
Four Year Union Journeyman Carpenter Certified  
Asbestos Awareness Certified  
First Aid and CPR Certified  
Certified Metal Roof Installer and Inspector  
State of Michigan Builders License  
State of California Class B Builders License  
State of Alabama General Contractor Licensed. The State of Alabama has reciprocity with Louisiana, Mississippi, Arkansas, and Kentucky.  
State of Washington Registered Builder  
State of Wisconsin Registered Builder  
LEED AP  
Green Advantage Environmental Certification  
Proficient in Microsoft Word and Projects.

**D. Awards**

Corporate Donor of the Year Award - Senior Services  
Letter of Excellence U.S. Environmental Protection Agency; Ann Arbor, Michigan  
Letter of Excellence Catholic Dioceses; Paw Paw, Michigan

**E. Office/Volunteer Services**

City of Kalamazoo Dangerous Building Board - Chair  
City of Kalamazoo Dangerous Building Board - Co-Chair

## **Greg Dedes**

Vicksburg, MI 49097

Cell: (269) 626-5848

E-mail: [g.dedes@frederickconstruction.com](mailto:g.dedes@frederickconstruction.com)

### **QUALIFICATIONS**

18 year successful record overseeing all phases of commercial and light industrial construction projects throughout southwest Michigan. I have successfully managed over \$80 million dollars of construction ranging from \$10 thousand to \$10.5 Million. Contracting experience acting as Construction Manager (CMA & CMc), General Contractor and Design Builder. Proven budgeting, cost control and value engineering experience.

Proficient in Microsoft Project, Office, Sketchup and Bluebeam Revu resulting in efficient and effective communication with the project team.

Extensive field supervision skills directly managing tradesman, subcontractors and suppliers. This experience provides a true understanding of how projects are assembled and provides valuable insight during design development and value engineering process. Ability to supervise and motivate others. Well respected within the local architecture and sub-contracting market

#### **A. Experience**

*9/15 - Present Senior Project Manager, Frederick Construction*

*8/98-Present Project Manager, Estimator & Superintendent, Cornerstone Construction Management.*

##### **Project Manager**

Responsible for all phases of construction projects including sales, estimating and direct supervision of field superintendents. In this role projects were delivered from conception to completion with responsibility for overall budgeting, bidding, contract administration, change orders, submittals, and oversight of field operations including safety and quality control.

##### **Estimator**

Responsibilities included conceptual budgeting and hard cost bidding for all phases of work under various contracting methods including Design Build, Bid Spec. and Construction Management. Successfully developed budgets for projects ranging from \$10,000 to \$10.5 million.

##### **Superintendent**

Provided site supervision and field engineering on a diverse range of commercial construction, renovation and demolition projects. Capable to self-perform rough framing, finish carpentry, trim, cabinets, doors, commercial hardware, excavation, layout and site surveying. Able to efficiently coordinate multiple trade contractors and multiple sites.

## **B. Projects**

### *Fort Custer Construct Vehicle Ready Bays – Frederick Construction*

August 2015 – Present. Frederick Construction is currently constructing a 3,500 SF addition to the Civil Support Team at Fort Custer in Battle Creek, MI. The project scope includes masonry bearing walls, bar joist, metal deck, membrane roofing, plumbing, mechanical and electrical to complete the 3,500 SF addition. The work is expected to be complete in late December.

### *First Source Bank, Kalamazoo Branch Renovations – Frederick Construction*

August 2015 – Present, Frederick Construction negotiated the work associated with renovating space downtown Kalamazoo to create a new branch location for 1<sup>st</sup> Source Bank. The project scope includes interior selective demolition, metal stud framing, drywall, wood doors and trim, casework, plumbing, HVAC and electrical improvements. The work is expected to be complete in late November.

### *Prab, Inc.*

Interior construction of two structural mezzanines approximately 8,200 SF in size and renovation of 6,000 SF of existing office space. The mezzanines were masonry bearing walls with structural steel frame and concrete topping. The project was delivered using the CM as Constructor approach. We were awarded the project February 18, delivered our control budget February 25 and were substantially complete with the project on June 29.

### *Twin County Community Probation Center*

The project involved the renovation 18,346 SF existing building. It included interior finishes, complete mechanical, electrical and sprinkler systems and site improvements with storm water and parking improvements.

**C. Education, Licenses & Certificates**

High School Diploma, Gibraltar Carlson - 1990  
Bachelors of Science in Construction Management, Western Michigan University - 1996  
Asbestos Awareness Certified  
First Aid and CPR Certified  
OSHA 10 hour Certified  
State of Michigan Builders License  
Proficient in Microsoft Projects & Microsoft Office  
Proficient in Google Sketchup which allows for 3D rendering and communication during design  
Proficient in Bluebeam Revu, a collaborative PDF viewer & markup tool

**D. Office/Volunteer Services**

Board Member – Friends of Portage Lake, Mendon MI



## **Chris Rogenski**

Vicksburg, MI 49097

Cell: (269) 254-2609

E-mail: [c.rogenski@frederickconstruction.com](mailto:c.rogenski@frederickconstruction.com)

### **A. Experience**

*2013 - Present Project Manager, Frederick Construction, Inc.*

Project Manager:

Direct and coordinate contract compliance by all sub-contractors and ensuring the Owner's expectations are being met. Manage project budget, schedule, cost control, and monthly billings.

### **B. Projects:**

#### *Rosa Parks Federal Building– HVAC Renovations*

This project consisted of mechanical upgrades to the existing heating & cooling system. Included in this project was a sizeable amount of asbestos abatement that provided unique challenges. The facility was occupied during the entire course of the project. Coordination & care had to be taken daily to provide minimal impact of the occupants.

#### *Ann Arbor Federal Building - US Attorney's Office Remodel*

The project consists of renovating existing space on the 2<sup>nd</sup> floor of the Ann Arbor Federal Building. The existing space was renovated for the US Attorneys occupying the space. The renovation consisted of demolition of the existing space, constructing of new offices, electrical, mechanical, IT and finish upgrades. This project was in an occupied building where care had to be taken in to consideration for adjacent tenants.

#### *Pokagon Band of Potawatomi Indians Housing Office*

This ground up project consisted of construction of a new 3,000 SF housing office, technology infrastructure and two 2,800 SF storage rental facilities. The project provided new offices for the Band of Potawatomi Indians along with storage facilities to rent to Tribal members.

### Drug & Lab Disposal Renovation

The Drug & Lab Disposal facility handles the disposal of numerous hazardous materials. The facility suffered a fire in 2013 that affected a major part of their operation. This project consisted of repairing and reconstructing the affected area along with code upgrades to the facility. The affected area was demolished and rebuilt while the facility stayed in operation. Extreme caution had to be taken to protect DLD employees from the construction along with workers from the hazardous materials. The entire structure was rebuilt that included electrical, mechanical and various fit & finishes.

### MDOT Southwest Regional Test Lab Renovation

This project consisted of a 6,300 SF renovation to the existing MDOT building located in Portage, Michigan. Renovation required new lab spaces, offices, storage and a CMU/concrete mezzanine. Interior finishes included new drywall, acoustical ceilings, lab casework, architectural millwork, painting, flooring, doors and hardware. Project also entailed new mechanical and electrical systems with fire suppression modifications and new fume hoods. The MDOT lab was completed within an occupied facility in 2015.

### HomeGoods

Frederick Construction completed the demolition and build-out of a 25,000 SF existing space within the Centre at Salisbury Mall located in Salisbury, Maryland. Major structural demolition of the existing storefront was required to accommodate the new structural steel and complete exterior façade renovation. The interior included construction of a pre-sales area, sales floor, offices, restrooms, break room, and dressing rooms. Interior finishes included wood slat wall, trim, acoustical ceilings, painting, wall graphics, casework, architectural wood feature wall, vinyl plank flooring, and ceramic tile. Exterior finishes included masonry, EIFS, glass storefront systems, painting, signage, and concrete walks. Complete mechanical and electrical. Life-safety systems were installed throughout the structure. This project was finished in 16 weeks on an accelerated schedule and required precise scheduling and coordination with existing mall operations.

## **C. Education, Licenses & Certificates & Experience**

High School Diploma, Loy Norrix High School-1995  
19 years in the Construction Industry

## **Ryan Collins**

Vicksburg, MI 49097

Cell: (269) 484-4618

E-mail: [ryan.collins@frederickconstruction.com](mailto:ryan.collins@frederickconstruction.com)

### **A. Experience**

*2002 - Present Project Manager/Estimator*

Project Manager/Estimator:

Direct and coordinate contract compliance by all sub-contractors and ensuring the Owner's expectations are being met. Manage project budget, schedule, cost control, and monthly billings. Responsibilities included conceptual budgeting and hard cost bidding for all phases of work under various contracting methods including Design Build, Bid Spec. and Construction Management. Successfully developed budgets for projects ranging from \$10,000 to \$5 million.

### **B. Projects:**

#### *Ann Arbor Modernization Project*

This project was a complete Mechanical and Lighting upgrade throughout the 100,000 SF Ann Arbor Federal Building and Post Office. The project included the installation of new mechanical equipment, controls, light fixture, and associated sensors. New HVAC automated controls were installed, along with occupancy and daylight harvesting sensors throughout the entire building. All upgrades were incorporated into a new BAS system in order to monitor and control all equipment from a single point within the building. The project was completed during normal building hours and required careful planning and coordination to avoid tenant disruptions.

#### *Sault Sainte Marie Port of Entry First Floor Renovations*

This project was a 4,000 SF renovation of an existing space within the U.S. Port of Entry in Sault Sainte Marie, Michigan. The project was an interior building out to provide additional offices, conference rooms, and training space for the U.S. Border Patrol. The project was completed during normal business hours and careful coordination and planning was required to limit tenant disruption.

#### *Athens Area Schools Additions and Renovations*

This project included a two classroom addition and a large band room addition, along with extensive site improvements, and electrical and mechanical upgrades to the existing Middle/High School and Elementary School. The project was completed within a short timeline to ensure the re-opening of the new school year. Careful coordination to insure public / employee safety during construction was required.

### Battle Creek Federal Building Kitchen Exhaust Hoods

This project consisted of the removal and replacement of the existing kitchen exhaust hood systems within the Battle Creek Federal Building. Project included extensive demolition of the existing exhausts hoods, associated ductwork, and ceiling systems. New high efficient exhaust hoods, ductwork, and ceilings were installed throughout the kitchen and serving area. The project was phased so that each hood was replaced separately in order to ensure that the 3,000 employees were still able to be provided with breakfast and lunch each day. A significant amount of work was required for temporary protection in order to keep dust and dirt confined to the area under construction and away from daily kitchen operations.

### Bay City 20/20 Workplace

This project was a 12,000 SF renovation of existing spaces on the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> floors of the Bay City Federal Building and Post Office. The project included major demolition and construction to create new office spaces, restrooms, conference rooms, along with renovations to existing Federal Judge's Chambers and Courtroom. The project was completed while the building was occupied and careful planning and coordination was required in order to prevent disruption to existing tenants. The project following a fast tracked phased schedule.

### RockTenn New Office Building

This project was a 5,000 SF new corporate office building built at the existing RockTenn Facility in Battle Creek, MI. Along with the new office building, the project included major site improvements, as well as the demolition of the existing office. Coordination and safety were extremely critical during the construction phase due to the amount of employee traffic associated with the large manufacturing facility.

## **C. Education, Licenses & Certificates**

Construction Management, Ferris State University - 1998  
Construction Management, Purdue University - 2001  
Proficient in Microsoft Word and Projects

**Team Experience**

**Chad D. Kadow**  
**Estimator**  
**FREDERICK CONSTRUCTION, INC.**



**QUALIFICATIONS**

A 20-year successful career within all phases of heavy civil, commercial and light industrial construction projects throughout the United States. Chad has successfully constructed/supervised/managed over \$225 million dollars of construction projects ranging from \$50 thousand to \$40 Million. Professional contracting experience with ENR Top 400 companies as General Contractor, Sub-Contractor and Design Build. Proven experience in cost control, budgeting, staffing, logistics, quality control management and value engineering.

**A. EDUCATION & CERTIFICATIONS**

B.S. Environmental Science, Lake Superior State University-1997  
OSHA 30-Hour Certificate  
US Army Corps of Engineers Quality Control Management  
American Concrete Institute Level I  
NIOSH 40-hour Hazzwopper  
Nuclear Regulatory Commission RSO  
First Aid and CPR Certified

**B. PAST PROJECTS (Contributed to previously with other firms)**

WMU Schneider Business Lab

While with Miller Davis Company  
Contract Value 200K

Renovation of existing educational space to accommodate a new state of the art business laboratory. Project included interim turnover dates which were met and completed on time and in budget.

Dover Dam-Dam Safety Assurance Phase I & II.

While with Brayman Construction Corporation  
Contract Value 32 Million

Installation of 57, multi-strand anchors in the spillway section and 60, multi-strand anchors in the spillway apron of Dover Dam. The anchors ranged in size from 5-strand to 48-strand with permanent design loads up to 150 kps.

SR79 PennDOT Mine Subsidence Stabilization

While with Brayman Construction Corporation  
Contract Value 3 Million

14,000-LF of drilling and injection of 4000 CY of high and low-mobility grout to arrest mine subsidence directly underneath and in adjacent areas to Interstate 79 while the roadway remained in service. Completed 3 Months ahead of schedule.



## Lincoln Stevens

Athens, MI 49011

Cell: (269) 788-7160

Email: [lincoln.stevens@frederickconstruction.com](mailto:lincoln.stevens@frederickconstruction.com)

Project Superintendent with 36 years of commercial construction experience. Completion of several large commercial construction projects including State Of Michigan M-DOT Service Center Expansion and Theodore Levin Federal Building United States District Courts Renovations

### A. Experience

*2009 - Present Construction Project Superintendent, Frederick Construction, Inc.*

Construction Project Superintendent:

Direct and coordinate the activities of the various trade groups on site, making sure that the work progress is according to schedule; material and equipment are delivered to the site on time and coordinate activities of various workers for interference with one another.

### B. Projects:

*Athens High School Additions and Renovations & East Leroy Elementary Renovations*

The project involved a 3,000 SF classroom addition at East Leroy Elementary. The Athens Middle School included a 14,000 SF gymnasium and locker room addition. Both projects were completed during the school year. Schedule and coordinate the site improvements while preventing disruption of before and after school activities.

*Kalamazoo Federal Building – 1<sup>st</sup> US District Court Renovation*

Renovate the 1st Floor of the Federal Building & US Courthouse in order to meet its mission requirements. The project area encompasses approximately 4,240 Useable Square Feet (USF) of space. The scope of work included removal, salvage and reinstallation of historic desks, ceiling and floor asbestos abatement, demolition of partitions walls, doors, millwork, lay-in ceiling, HVAC, lighting and power.

Ann Arbor Federal Building – 6<sup>th</sup> Circuit Court of Appeals

This project consists of a build out of raw space to create a judge's chambers. The scope of work included lighting, electrical, sprinklers and ductwork throughout. The renovations were performed during normal working hours and required detailed scheduling and communication to eliminate any disruptions to the building occupants.

Coldwater Legg Middle School & Cafeteria Remodel

Remodeling of Legg Middle School Unit C (7th Grade Wing), including gypsum board and metal stud walls, finishes, new lockers, electrical improvements, and other related items.

Remodeling of Legg Middle School Main Office, Cafeteria, and surrounding areas, including gypsum board and metal stud walls, finishes, ductwork, electrical improvements, and other related items.

T. Levin Federal Building – USDC Chamber 744 Renovation

The renovation of approximately 4,000 SF of office space located on the 7<sup>th</sup> floor. It included demolition of existing ceiling systems, ductwork, lighting, walls, millwork and floor finishes, renovations to the existing ductwork and controls; new toilet room and associated plumbing; new lighting including emergency lighting; new acoustical tile/grid and gypsum board ceilings; new millwork including shelving and cabinetry and wainscot; wall, floor and ceiling finishes; door frames and hardware; infrastructure for new phone, data, audio/visual devices, and security; modifications to the existing fire alarm system, abatement of asbestos floor tile and plumbing pipe wrap; and remediation of lead based paint.

**C. Education, Licenses & Certificates**

High School Diploma, Athens High School -1982  
Asbestos and Lead Awareness Training  
Fall Protection Training/Arial Platform and Lift Certified  
Confined Space Trained  
10 Hour OSHA Training  
First Aid and CPR Certified  
Federal Security Clearance

## **Terry Staffen**

Vicksburg, MI 49097

Cell: (269) 870-4618

E-mail: [terry.staffen@frederickconstruction.com](mailto:terry.staffen@frederickconstruction.com)

### **A. Experience**

*1998 – Present Project Superintendent, Frederick Construction, Inc.*

Project Superintendent with 30 years of commercial construction experience. Completion of several large commercial construction projects including Athens Area Schools Additions and Renovations and Lawrence Public Schools Additions and Renovations.

### **B. Projects:**

#### *Hart Doyle Inouye Federal Building – Parking Lots 2 & 7 Upgrades*

The project scope of work included removal and replacement of two concrete drive approaches of existing bituminous paving, removal of existing landscaping, bituminous curbing and existing base material. New work included the installation of concrete curbing, porous bituminous paving, bituminous paving, stone recharge bed, drainage piping, concrete walk and striping.

#### *Milton Township – Milton Township Hall*

The project consists of the construction of a 6,500 SF Municipal Township Hall Building along with all site improvements for lawn and landscaping, parking, drives and playground facility.

#### *Wings Etc. & Harrison Apts.*

The project included the complete renovation and restoration of over 40,000 SF of building space dating back to the late 1800's. This space included four separate building suites, with work beginning from the basement level up to the third story of each suite. The major additions included in the project provided space for a 1st floor Wings Etc. and apartment suites on the second and third levels. Due to the age and condition of the existing building, major structural support was added to carry the new loads being introduced to the existing floors and separation walls.

#### *Kalin Construction Office*

A new 5,000 SF wood framed office addition to the existing facility to serve as new office space. The interior included exposed laminate beams, vaulted ceilings, custom reception desk, wood trim, casework, and glass walls. The exterior included over-sized ground face block, architectural metal panels, large storefront systems, and detailed trims. The technical design of this building required precise framing and attention to detail in order to bring all of the different types of finishes together.



**C. Education, Licenses & Certificates & Experience**

First Aid and CPR Certified  
10 Hour OSHA Training  
Federal Security Clearance  
Asbestos and Lead Awareness Training  
Fall Protection Training/Arial Platform and Lift Certified  
Confined Space Trained

## **Architectural Staff**

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# SCOTT W. GOODSSELL, AIA, NCARB

## PRINCIPAL ARCHITECT

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

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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.

### **PROJECT ROLE:** *Principal Architect*

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

**PROFESSIONAL REGISTRATIONS:** *Architect – MI, OH, IL*

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

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### **Project Experience**

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#### **Levin Prospectus Modernization; Theodore Levin U.S. Courthouse, Detroit**

- Partnered with EYP, Construction Documents and Construction Administration for the prospectus level modernization and stair tower addition in Historic Federal Building. Architecture Lead for the Basement, Ninth Floor and Tenth Floor.

#### **Washtenaw Armory Renovations, Ypsilanti; National Guard**

- Construction Documents and Construction Administration for the interior and exterior renovation of a National Guard armory. Interior renovation included offices, toilet and shower rooms, fitness rooms, training room and vaults. Exterior renovation included roof replacement, brick tuck pointing, barrier protection, fence, fuel tank and parking lot renovation.

#### **DMVA North Building Renovation, Lansing; Reserve Forces Service Center**

- Construction Documents and Construction Administration for the interior and exterior renovation of a 1920's building. Interior renovation included offices, toilet rooms, storage rooms, and new mechanical system. Exterior renovation included brick tuck pointing / replacement.

#### **Ishpeming Post Office Design/Build Improvements**

- Construction Documents and Construction Administration for new HVAC and window replacement in Historic Post Office Building.

#### **Masonry Repairs and Roof Replacements; Hart-Dole-Inouye Federal Center, Battle Creek**

- Construction Documents and Construction Administration for Masonry Repairs and Roof Replacements – Battle Creek (5 Phases over 13 years)

#### **Secure Perimeter; Ann Arbor Federal Building & Hart-Dole-Inouye Federal Center**

- Construction Documents for the installation of new security fencing with gate access

#### **Michigan Memorial Funeral Home and Additions, Flat Rock**

- Construction Documents and Construction Administration to construct a new, stand-alone funeral home including a two stop elevator.
- Construction Documents and Construction Administration to construct a new crematory and garage/utility area addition to the Funeral Home.
- Construction Documents and Construction Administration to construct an 11,000 SF addition to the Funeral Home. In design; construction pending in 2017.

#### **New Fitness Center; Theodore Levin U.S. Courthouse, Detroit**

- Construction Documents and Construction Administration for a new Fitness Center in the basement of the Courthouse.



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Scott Goodsell

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**USDC Chambers and Courtroom Renovation; Flint U.S. Courthouse**

- Construction Documents and Construction Administration to renovate a Judge's Chambers and Courtroom.

**USDC 5<sup>th</sup> Floor Clerks Renovation; Theodore Levin U.S. Courthouse, Detroit**

- Construction Documents and Construction Administration to renovate Clerk's office spaces in Historic Federal Building.

**USDC 7<sup>th</sup> Floor Judges Chambers Renovation; Theodore Levin U.S. Courthouse, Detroit**

- Construction Documents and Construction Administration to renovate Judge's Chambers in Historic Federal Building.

**USDC 5<sup>th</sup> Floor Clerks Renovation; Theodore Levin U.S. Courthouse, Detroit**

- Construction Documents and Construction Administration to renovate Judge's Chambers in Historic Federal Building.

**USCA 6<sup>th</sup> Floor Clerks Renovation; Theodore Levin U.S. Courthouse, Detroit**

- Construction Administration to renovate Judge's Chambers in Historic Federal Building.

**USCA 2<sup>nd</sup> Floor Judge's Chambers Renovation; Charles Chamberlain Federal Building & U.S. Courthouse, Lansing**

- Construction Documents and Construction Administration to renovate Judge's Chambers in Historic Federal Building.

**USCA 2<sup>nd</sup> Floor Judge's Chambers Renovation; Ann Arbor Federal Building & U.S. Post Office**

- Construction Documents and Construction Administration to renovate Judge's Chambers.

**USMS 5<sup>th</sup> Floor Detention & Administration Offices; Gerald R. Ford Federal Building & U.S. Courthouse, Grand Rapids**

- Construction Documents and Construction Administration to construct new detention cells, command center, and administrative areas.

**USMS 1<sup>st</sup> Floor Detention Center; Theodore Levin U.S. Courthouse, Detroit**

- Construction Documents and Construction Administration to construct new detention cells and command center.

**USMS 3<sup>rd</sup> Floor Administration Offices; Theodore Levin U.S. Courthouse, Detroit**

- Construction Documents and Construction Administration to construct administrative areas.

**Fire Alarm System Replacements; Various Federal Buildings in Michigan**

- Construction Documents and Construction Administration to construct new fire alarm systems including Ann Arbor, Flint (historic), Lansing (historic) and Kalamazoo (historic).

**New Administration Building and Fellowship Hall, Middleville, Ohio**

- Construction Documents and Construction Administration to construct a new, stand-alone administration building with public assembly space.

**Elevator Improvements; Ann Arbor Federal Building & U.S. Post Office**

- Construction Documents and Construction Administration to replace elevator equipment and cab interiors for two traction elevators.

**Initial Space Alteration – U.S. Land Port of Entry Sault Sainte Marie**

- Construction Documents and Construction Administration for new CBP administrative offices at the border crossing.

**New Judge's Elevator Design/Build Project; Charles Chamberlain Federal Building & U.S. Courthouse, Lansing**

- Design-Build Construction Documents and Administration to construct a new traction elevator within an existing building shaft in Historic Federal Building.



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

## PRINCIPAL ARCHITECT

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

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Ms. Scherwitz has 10 years of professional experience. She is a principal architect at GHFAA and is responsible to manage staff, consultants and all aspects of design and construction services. Her responsibilities include facilitating client meetings, managing consultants and CAD technicians, field survey, project planning, program and design, overseeing the production of Construction Documents, cost estimating and managing construction. She has served as the Lead Architect and primary 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 ROLE:** *Principal Architect*

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

**PROFESSIONAL REGISTRATIONS:** *Licensed Architect – MI*

**PROFESSIONAL MEMBERSHIPS:** *American Institute of Architects; Leadership in Energy and Environmental Design Accredited Professional; National Council of Architectural Registration Boards; AIA-Detroit Building Codes and Regulations Committee*

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### Sample Projects

#### **Washtenaw Armory Renovations, Ypsilanti; National Guard**

- Construction Documents and Construction Administration for the interior and exterior renovation of a National Guard armory. Interior renovation included offices, toilet and shower rooms, fitness rooms, training room and vaults. Exterior renovation included roof replacement, brick tuck pointing, barrier protection, fence, fuel tank and parking lot renovation.

#### **Light Guard Armory Renovations, Detroit; National Guard**

- Construction Documents and Construction Administration for the interior renovation of a National Guard armory. Interior renovation included offices, secure storage areas, toilet rooms, locker rooms, training room and vaults

#### **8<sup>th</sup> Floor Courtroom and Chambers Renovation, Detroit; Theodore Levin Courthouse**

- Construction Documents and Construction Administration for the renovation of a Judge's Chambers and Courtroom including restoration of wood wall paneling and lighting upgrades.

#### **DMVA North Building Renovation, Lansing; Reserve Forces Service Center**

- Construction Documents and Construction Administration for the interior and exterior renovation of a 1920's building. Interior renovation included offices, toilet rooms, storage rooms, and new mechanical system. Exterior renovation included brick tuck pointing / replacement.

#### **Probation Office Renovation, Ann Arbor; Post Office and U.S. Courthouse**

- Construction Documents and Construction Administration for the interior renovation.

#### **United States Marshals Service Renovation, Port Huron; U.S. Courthouse**

- Construction Administration for the renovation of a 1<sup>st</sup> Floor into Holding Cells and a Command Center.

#### **Cadillac Place Entry Study, Detroit; General Motors Building**

- Comprehensive study of the 11 building entrances for accessibility



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Theresa Scherwitz

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**Rosa Parks DHS ERO OPLA Renovation, Detroit; Rosa Parks Federal Building**

- Construction Documents and Construction Administration for the interior renovation of the Historic Building and Annex. Program included holding cells, interview rooms, fitness room, locker/shower room, toilet room renovations and new exterior stair canopy.

**Third Floor Tenant, Ann Arbor; Post Office and U.S. Courthouse**

- Construction Administration for FBI office space.

**Boiler Replacement, Belle Isle; Casino**

- Construction Documents and Administration for design-build Heating Upgrades in this Historic Building.

**Sprinkler Replacement, Belle Isle; Casino**

- Construction Documents for the replacement of the sprinkler system throughout this Historic Building. The layout was carefully considered to reduce visual impacts. Construction Administration is planned for 2017

**Belle Isle Aquarium & Conservatory Improvements, Detroit**

- Currently designing heating replacement for Aquarium and coordinating multiple design-build efforts including heating replacement in the Conservatory, structural assessments and repairs of the Aquarium and Conservatory and ventilation and controls in the Conservatory. The Belle Isle Aquarium and Anna Scripps Whitcomb Conservatory were designed by Albert Kahn and constructed in 1908.

**Rosa Parks Elevator Replacement, Detroit; Rosa Parks Federal Building**

- Construction Documents for the modernization of the elevator in the Historic Building.

**Judge's Elevator Feasibility Study, Lansing; Charles Chamberlain Federal Building**

- Field Survey and Report of the Feasibility to construct a Judge's Elevator within an existing building shaft in Historic Federal Building. Study included the comparison of elevator types and service to the basement with estimates of construction cost.

**New Service & Passenger Elevator, Lansing; Charles Chamberlain Federal Building**

- Construction Documents to construct a new hydraulic elevator within a Historic Federal Building.

**DHS, ICE, HIS, Detroit; P.V. McNamara Federal Building**

- Construction Administration for a Processing Lab, Shower and Locker Rooms, Training Room and Offices.

**DHS, NLRB, Detroit; P.V. McNamara Federal Building**

- Construction Documents for new office space, hearing rooms, Judge and witness spaces as well as weapons storage and interview rooms.

**USCOA Judge's Chambers, Ann Arbor; Post Office and U.S. Courthouse**

- Construction Documents and Administration for a Judge's Chambers.

**Courtroom Lighting Renovation, Bay City; Post Office and U.S. Courthouse**

- Design Intent Documents to renovate Courtroom lighting in Historic Federal Building.

**Magistrate Courtroom Renovations, Bay City; Post Office and U.S. Courthouse**

- Construction Documents to replace the Judge's Bench, Courtroom Deputy and Witness Stand in Historic Federal Building.

**Fire Alarm Replacement, Grand Ledge; Aviation Facility**

- Construction Documents and Construction Administration for replacement of the fire alarm system in the main hanger, pump house and aircraft storage building.



# **Engineering Staff**

# David A. Conrad, PE

## Vice President

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As Lead Mechanical Engineer, Dave's responsibilities include mechanical design of HVAC piping and control systems for a variety of project types. He participates in all phases of a project, from establishing design criteria and verifying existing field conditions, to performing heating and cooling load calculations, design and layout of a system, preparation of specifications and shop drawing submittals, and field supervision of a project.

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. He is also skilled in the use of a variety of computer-analysis and CAD software packages.

Dave's experience of nearly 19 years includes new construction and renovation of various types of 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

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- **State of Michigan, Various Locations, MI**
  - Belle Isle Casino Building Boiler Replacement - *Detroit*
  - Army National Guard Grand Ledge Armory Cooling Tower Study - *Grand Ledge*
  - Bay City Armory Renovations - *Bay City*
  - Belle Isle Aquarium Heating System - *Detroit*
  - Cadillac Building Tenant Improvements - *Detroit*
  - Center for Forensic Psychiatry Maintenance Projects - *Saline*
  - Dept. of Human Services Clark Street Office Tenant Improvements - *Detroit*
  - Hall of Justice Data Center Cooling Addition - *Lansing*
  - Detroit Detention Center Mound Correctional Facility Conversion - *Detroit*
  - Washtenaw Armory Interior Modifications and Renovations - *Ypsilanti*
- **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*
- **TACOM, Warren, MI**
  - Building 212 Phase 2
  - Building 212 Substation Replacement
- **Time Equities, Southfield, MI**
  - Travelers Tower 1 Tenant Improvements Floors 14 through 16
  - DDC Infrastructure Project
  - Energy Conservation Measures
  - Tower I Boiler Replacement
  - Tower I RTU Replacement
- **Blue Cross Blue Shield of Michigan, Southfield, MI**
  - Blue Care Network Commons Renovation Master Plan
  - Blue Care Network Office Building Infrastructure Upgrade



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

## Vice President

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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 nearly 20 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 (PE)  
USGBC LEED Accredited Professional  
(LEED AP BD+C)  
Illuminating Engineering Society of North America - Board of Manager Member;  
Past-President of Detroit Section; Annual Conference Committee Member (IESNA)

## Relevant Project Experience

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- **State of Michigan, Various Locations, MI**  
Belle Isle Casino Building Boiler Replacement - *Detroit*  
Army National Guard Grand Ledge Armory Cooling Tower Study - *Grand Ledge*  
Bay City Armory Renovations - *Bay City*  
Cadillac Building Tenant Improvements - *Detroit*  
Center for Forensic Psychiatry Maintenance Projects - *Saline*  
Dept. of Human Services Clark Street Office Tenant Improvements - *Detroit*  
Hall of Justice Data Center Cooling Addition - *Lansing*  
Detroit Detention Center Mound Correctional Facility Conversion - *Detroit*  
Washtenaw Armory Interior Modifications and Renovations - *Ypsilanti*
- **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*
- **City of Ann Arbor, Ann Arbor, MI**  
New Municipal Center, Police HQ, and 15th District Court Building
- **TACOM, Warren, MI**  
Building 212 Phase 2  
Building 212 Substation Replacement
- **DTE Energy, Detroit, MI**  
Grand River Park Site  
Grand River Park Building  
Salvation Army Building Renovation
- **Bedrock Real Estate Services, Detroit, MI**  
First National Building Infrastructure Upgrades  
One Detroit Center Floors 7-9 Tenant Improvements

# Scott A. Garrison

## Principal

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As Principal in Charge, Scott will lead the project team to ensure the client's project goals are met and 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 nearly 30 years of engineering experience is diverse, and includes renovations and new construction of multiple types of facilities.



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

### Relevant Project Experience

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- **State of Michigan, Various Locations, MI**  
Washtenaw Armory Interior Modifications - *Ypsilanti*  
Dept. of Mgmt & Budget Surplus Building Renovation - *Lansing*  
Department of Human Services Clark Street Office Tenant Improvements - *Detroit*  
Center for Forensic Psychiatry Maintenance Projects - *Saline*
- **General Services Administration, Detroit, MI**  
Theodore Levin Courthouse & Chambers 7th & 8th Floor Renovations
- **Detroit Wayne County Port Authority, Detroit, MI**  
New Public Dock & Terminal Building
- **City of Ann Arbor, Ann Arbor, MI**  
New Municipal Center, Police HQ, and Court Building LEED Gold Design
- **City of Livonia, Livonia, MI**  
16th District Court New Building
- **City of Saline, Saline, MI**  
New DPW Facility
- **Blue Cross Blue Shield of Michigan, Detroit, MI**  
Detroit Data Center Upgrades  
Bricktown Coordination Study
- **Blue Cross Blue Shield of Michigan, Southfield, MI**  
Blue Care Network Commons Renovation Master Plan  
Blue Care Network Office Building Infrastructure Study
- **Bedrock Real Estate Services, Detroit, MI**  
First National Building Infrastructure Upgrades  
Titlesource First National Building Tenant Improvements  
1001 Woodward Tenant Improvements  
Chrysler House Floors 4, 5, and 12-20 Tenant Improvements

## **Appendix C.1 – Project Examples**

# **ADA Facility Assessment and Remodeling**

## CentraCare Renovations



**Size:** 20,000 SF  
**Owner:** CentraCare  
**Contract Type:** General Contractor  
**Owner Contact:** Steve Bosch, 269.321.5151  
[sbosch@boscharch.com](mailto:sbosch@boscharch.com)  
**Project Cost:** \$1,399,361  
**Project Start:** August 2012  
**Project Completion:** December 2012

**Project Description:**

The scope of work included converting an existing 20,000 square foot building into an elderly day care facility which offers: primary medical care exam rooms, physical therapy suites, a commercial kitchen, group therapy suites, and day rooms which allows the occupants to socialize with each other.

**Personnel:**

**Lead Estimator:** Carl Frederick  
**Project Manager:** Mike Frederick  
**Project Superintendent:** Greg Pendowski



## Portage Public Schools: Security Entrances/Office Renovations – Portage, MI



**Size:** 9 Locations  
**Owner:** Portage Public Schools  
**Contract Type:** General Contractor  
**Owner Contact:** Jim Ross, 269.343.6133  
[jross@towerpinkster.com](mailto:jross@towerpinkster.com)  
**Project Cost:** \$653,153  
**Project Start:** June 2013  
**Project Completion:** August 2013

**Project Description:**

Created a controlled security entrance for Angling Rd. Elementary, Community Education Center, Central Middle, North Middle, West Middle and Woodland Elementary, consisting of adding aluminum framed entrance vestibules, cutting in new office doors, adding automatic door lock/unlock controls to office doors. Moorsbridge and Haverhill Elementary consisted of more extensive office remodeling to create the security entrance and control.

**Personnel:**

**Lead Estimator:** Carl Frederick  
**Project Manager:** Brent McClure  
**Project Superintendent:** Chris Curry

## Vicksburg Community Schools: Bond Projects – Vicksburg, MI



**Size:** 7 Locations  
**Owner:** Vicksburg Community Schools  
**Contract Type:** Design Assist/Construction Manager Agent  
**Owner Contact:** Stephen Goss, 269.321.1005  
[sgoss@vicksburg.k12.mi.us](mailto:sgoss@vicksburg.k12.mi.us)  
**Project Cost:** \$10,000,000  
**Project Start:** June 2014  
**Project Completion:** August 2016

**Project Description:**

Construction Management Services for a 6 year bond program of district wide improvements. Series 1, completed in 2014, Series 1, completed in 2015, Series 2, completed in 2016, included 4.4 million in interior and exterior improvements that included new fire alarm systems, roofing, windows, and parking lot replacements.

**Personnel:**

**Lead Estimator:** Mike Frederick  
**Project Manager:** Mike Frederick  
**Project Superintendent:** Greg Pendowski

## **Building and Structure Additions**



## Eimo Technologies: Eimo 60K – Vicksburg, MI



**Size:** 60,000 SF  
**Owner:** Eimo Technologies  
**Contract Type:** Design/Build Construction Manager as Constructor  
**Owner Contact:** Gary Hallam, 269.649.5018  
[gary.hallam@eimotech.com](mailto:gary.hallam@eimotech.com)  
**Project Cost:** \$5,242,000  
**Project Start:** April 2015  
**Project Completion:** December 2015

**Project Description:**

New 60,000 SF pre-engineered metal building with 30 acres of site development. High performance insulation, two interior bridge cranes, extensive mechanical and electrical systems to accommodate the full time manufacturing facility. Front offices and restroom facilities to house management staff and employees.

**Personnel:**

**Lead Estimator:** Mike Frederick  
**Project Manager:** Mike Frederick  
**Project Superintendent:** Greg Pendowski

## General Services Administration: Exterior Restoration Building 5 Window Replacement – Battle Creek, MI



**Size:** 25,800 SF  
**Owner:** General Services Administration  
**Contract Type:** General Contractor  
**Owner Contact:** Nicole Randolph, 313.317.9625  
[nicole.randolf@gsa.gov](mailto:nicole.randolf@gsa.gov)  
**Project Cost:** \$1,754,075  
**Project Start:** June 2015  
**Project Completion:** April 2016

**Project Description:**

Replace existing historic steel windows with new steel windows. This included lead and asbestos abatement that was present in the glazing of the old windows. Great care had to be taken not to damage any of the historical building.

**Personnel:**

**Lead Estimator:** Ryan Collins  
**Project Manager:** Chris Rogenski  
**Project Superintendent:** Chris Curry

## Western Michigan University: Lee Honors College – Kalamazoo, MI



<b>Size:</b>	12,000 SF
<b>Owner:</b>	Western Michigan University
<b>Contract Type:</b>	General Contractor
<b>Owner Contact:</b>	Shannon Sauer-Becker, 269.387.8546 <a href="mailto:shannon.s.becker@wmich.edu">shannon.s.becker@wmich.edu</a>
<b>Project Cost:</b>	\$1,764,369
<b>Project Start:</b>	September 2011
<b>Project Completion:</b>	May 2012

**Project Description:**

The scope of work included a 4,000 square foot addition to the existing 8,400 square foot building, including glass curtain walls, a library, distant learning labs, interior renovations, lounge remodel, new mechanical and electrical systems, technology upgrades, and an outdoor amphitheater. This project was certified as LEED Silver from the USGBC.

**Personnel:**

<b>Lead Estimator:</b>	Carl Frederick
<b>Project Manager:</b>	Mike Frederick
<b>Project Superintendent:</b>	Greg Pendowski

# **General Commercial Architectural and/or Engineering Design**



## Twin County Community Probation Center



**Size:** 18,346 SF  
**Owner:** Twin County Community Probation Center  
**Contract Type:** Design Assist/Construction Manager as Constructor  
**Owner Contact:** Tom Miles, 269.278.1375  
[tmiles@tccpc.comcastbiz.net](mailto:tmiles@tccpc.comcastbiz.net)  
**Project Cost:** \$2,006,000  
**Project Start:** November 2015  
**Project Completion:** November 2016

**Project Description:**

The project involved the renovation 18,346 SF existing building. It included interior finishes, complete mechanical, electrical and sprinkler systems and site improvements with storm water and parking improvements.

**Personnel:**

**Lead Estimator:** Ryan Collins  
**Project Manager:** Greg Dedes  
**Frederick Project Superintendent:** Wes Hardy

## Great Lakes Science Center: Dry Laboratory Renovation: Interior Office Renovations



**Size:** 4,000 SF  
**Owner:** Great Lakes Science Center  
**Contract Type:** Phase # 1 General Contractor  
Phase # 2 Design/Build  
**Owner Contact:** Tricia Bosler, 734.214.7203  
[tbosler@usgs.gov](mailto:tbosler@usgs.gov)  
**Project Cost:** \$2,915,589  
**Project Start:** August 2014  
**Project Completion:** July 2015

### Project Description:

The scope of work for phase # 1 included 4,000 square feet of laboratory renovations on the first and second floors. The project included complete demolition of existing walls, ceilings, flooring, and finishes. New finishes were installed, including new lab casework, restrooms, offices, complete electrical, mechanical, and life safety systems.

Phase # 2 budget \$ 500,000.00

The scope of work for phase # 2 included a renovation of the administration, library, and support staff offices. The project included selective demolition, new metal stud / drywall demising walls, replacement of interior flooring, painting, ceilings, lighting, millwork, HVAC modifications, fire suppression modifications, data, and electrical branch circuit modifications.

### Personnel:

**Lead Estimator:** Ryan Collins  
**Project Manager:** Chris Rogenski  
**Project Superintendent:** Chad Barrett

## Wings Etc./Harrison Apts. – Sturgis, MI



<b>Size:</b>	40,000 SF
<b>Owner:</b>	Harrison Investment Properties LLC.
<b>Contract Type:</b>	Design Build
<b>Owner Contact:</b>	Chad Sikkenga, 269.373.8000 <a href="mailto:csikkenga@e2weng.com">csikkenga@e2weng.com</a>
<b>Project Cost:</b>	\$3,269,795
<b>Project Start:</b>	November 2013
<b>Project Completion:</b>	May 2014

### Project Description:

The project included the complete renovation and restoration of over 40,000 SF of building space dating back to the late 1800's. This space included four separate building suites, with work beginning from the basement level up to the third story of each suite. The major additions included in the project provided space for a 1st floor Wings Etc. and apartment suites on the second and third levels. Due to the age and condition of the existing building, major structural support was added to carry the new loads being introduced to the existing floors and separation walls.

### Personnel:

<b>Lead Estimator:</b>	Ryan Collins
<b>Project Manager:</b>	Mike Frederick
<b>Project Superintendent:</b>	Terry Staffen

# **Electrical Distribution and Lighting Replacement, Upgrade, Selection**



## General Services Administration: Parking Garage Lighting and Electrical – Detroit, MI



**Size:** 119,000 SF  
**Owner:** General Services Administration  
**Contract Type:** General Contractor  
**Owner Contact:** Jeff Carpenter, 313.317.9631  
[jeffrey.carpenter@gsa.gov](mailto:jeffrey.carpenter@gsa.gov)  
**Project Cost:** \$283,899  
**Project Start:** October 2014  
**Project Completion:** April 2015

**Project Description:**

The scope of work involved installation of new LED light fixtures which reduced the electricity draw for lighting in the garage by 70%; a significant cost savings as the fixtures operate 24/7, conduit and conductors throughout the Patrick V. McNamara Federal Building parking garage. Also included the replacement and rewiring of distribution panels as necessary and demolition of defunct electrical systems.

**Personnel:**

**Lead Estimator:** Carl Frederick  
**Project Manager:** Chris Rogenski  
**Project Superintendent:** Chris Rogenski

## United States Marine Corps 1<sup>st</sup> Floor Renovation



**Size:** 3,000 SF  
**Owner:** General Services Administration  
**Contract Type:** General Contractor  
**Owner Contact:** Paul Machalek, 312.353.4916  
[paul.machalek@gsa.gov](mailto:paul.machalek@gsa.gov)  
**Project Cost:** \$669,647  
**Project Start:** March 2014  
**Project Completion:** October 2014

### Project Description:

The scope of work included architectural, electrical, and mechanical demolition of the existing space. Interior renovation included new walls, ceilings, doors and hardware, flooring, casework, painting, modifications to the existing wet pipe sprinkler system, new plumbing fixtures, modifications to the existing HVAC system including new diffusers, registers and grilles, and new lighting and power distribution.

This project was completed in occupied space which required control of dust, noise, and air quality. Due to the size of the building, number of tenants, and security requirements, all work was carefully scheduled and planned in order to avoid any disturbances to the daily operation of this building and to ensure the same level of success we seek for all of our projects.

### Personnel:

**Lead Estimator:** Carl Frederick  
**Project Manager:** Mike Frederick  
**Project Superintendent:** Wes Hardy

## General Services Administration: 1<sup>st</sup> Floor U.S. Marshals Service ISA – Port Huron, MI



**Size:** 5,000 SF  
**Owner:** General Services Administration  
**Contract Type:** General Contractor  
**Owner Contact:** Fred Yonke, 312.886.2257  
[fred.yonke@gsa.gov](mailto:fred.yonke@gsa.gov)  
**Project Cost:** \$2,515,370  
**Project Start:** May 2016  
**Project Completion:** February 2017

### Project Description:

The scope of work included interior renovation of partial first floor space including: mechanical, lighting, and communications demolition, HVAC system modifications and new HVAC systems for the renovated area, new lighting systems, suspended acoustical ceiling systems and security ceilings, new painted drywall and masonry partitions, wall, floor, and ceiling finishes, new doors, frames, and hardware, cell fronts, detention equipment. Provide new electrical power and communication infrastructure, fire alarm and fire suppression system modifications

### Personnel:

**Lead Estimator:** Ryan Collins  
**Project Manager:** Chris Rogenski  
**Project Superintendent:** Linc Stevens

# **HVAC Equipment and Distribution Replace, Upgrade, Selection**



## MDOT Southwest Regional Test Lab – Portage, MI



**Size:** 6,347 SF  
**Owner:** State of Michigan  
**Contract Type:** General Contractor  
**Owner Contact:** Tim Hall, 517.881-4173  
[HallT2@michigan.gov](mailto:HALLT2@michigan.gov)  
**Project Cost:** \$1,390,341  
**Project Start:** January 2015  
**Project Completion:** November 2015

**Project Description:**

Project included the renovation and build-out of an existing space within the existing MDOT facility. Project included new lab spaces, offices, storage, and structural mezzanine space. Project required an extensive amount of new mechanical and electrical and included lab casework, fume hoods, drywall, finishes, and fire suppression. Project was completed within budget and on time.

**Personnel:**

**Lead Estimator:** Ryan Collins  
**Project Manager:** Chris Rogenski  
**Project Superintendent:** Wes Hardy

## Prab - Conveyors



**Size:** 14,200 SF  
**Owner:** Prab, Inc.  
**Contract Type:** Design Assist/Construction Manager as Constructor  
**Owner Contact:** Randy McBroom, 269.382.8265  
[rmcbroom@prab.com](mailto:rmcbroom@prab.com)  
**Project Cost:** \$807,337  
**Project Start:** February 2016  
**Project Completion:** May 2016

**Project Description:**

Interior construction of two structural mezzanines approximately 8,200 SF in size and renovation of 6,000 SF of existing office space. The mezzanines were masonry bearing walls with structural steel frame and concrete topping. The project was delivered using the CM as Constructor approach. We were awarded the project February 18, delivered our control budget February 25 and were substantially complete with the project on June 29.

**Personnel:**

**Lead Estimator:** Greg Dedes  
**Project Manager:** Greg Dedes  
**Project Superintendent:** Greg Pendowski



## General Services Administration: HVAC Upgrades – Detroit, MI



**Size:** 15,628 SF  
**Owner:** General Services Administration  
**Contract Type:** General Contractor  
**Owner Contact:** Nicole Randolph, 313.317.9625  
[Nicole.randolf@gsa.gov](mailto:Nicole.randolf@gsa.gov)  
**Project Cost:** \$229,408  
**Project Start:** September 2013  
**Project Completion:** March 2014

**Project Description:**

The scope of work consisted of upgrading the existing constant volume multi-zone system to a VAV multi-zone configuration; asbestos abatement of existing attic ductwork, installation of new ductwork and system control modification that will tie into the existing Building Automation System (BAS) at the Rosa Parks Federal Building.

**Personnel:**

**Lead Estimator:** Carl Frederick  
**Project Manager:** Chris Rogenski  
**Project Superintendent:** Dennis Stechschulte

# **Interior Remodeling and Renovation**



## General Services Administration: 6<sup>th</sup> Circuit Court of Appeals – Ann Arbor, MI



**Size:** 3,350 SF  
**Owner:** General Services Administration  
**Contract Type:** General Contractor  
**Owner Contact:** Paul Machalek, 312.353.4916  
[paul.machalek@gsa.gov](mailto:paul.machalek@gsa.gov)  
**Project Cost:** \$1,186,417  
**Project Start:** July 2012  
**Project Completion:** March 2013

### Project Description:

This project involved the build out of raw space to create a judge's chambers the U.S. Federal Building and U.S. Courthouse in Ann Arbor, Michigan. The scope of work included new partitions, doors, ceilings, carpet, ceramic tile, lighting, electrical, sprinklers, mechanical and plumbing upgrades and modifications to fire alarm system and revisions to the existing wet sprinkler system. The millwork was constructed and installed following AWI Premium Grade Standards. The project's millwork had multi-level drawers, shelving, and work surfaces.

### Personnel:

**Lead Estimator:** Mike Frederick  
**Project Manager:** Mike Frederick  
**Project Superintendent:** Linc Stevens

## General Services Administration: 1<sup>st</sup> Floor US District Clerk Renovation – Kalamazoo, MI



**Size:** 4,240 SF  
**Owner:** General Services Administration  
**Contract Type:** General Contractor  
**Owner Contact:** Paul Machalek, 312.353.4916  
[paul.machalek@gsa.gov](mailto:paul.machalek@gsa.gov)  
**Project Cost:** \$803,372  
**Project Start:** January 2012  
**Project Completion:** November 2012

### Project Description:

The project consisted of the relocation of the clerk's office and jury assembly room at the U.S. Federal Building and U.S. Courthouse in Kalamazoo, Michigan. The scope of work included the removal, salvage and reinstallation of the existing historic desks within the existing lobby. The project also entailed patching of the existing granite wainscot and terrazzo flooring, installation of custom transaction windows, painting, ceilings, carpeting, tiling, window coverings, custom wall covering, wood doors & hardware, cabinets and countertops, mechanical and plumbing upgrades, lighting and lighting controls, technology, replacement of the existing fire alarm system, revisions to the existing wet sprinkler system and automated building controls.

### Personnel:

**Lead Estimator:** Ryan Collins  
**Project Manager:** Mike Frederick  
**Project Superintendent:** Linc Stevens

## PNC Bank– Kalamazoo, MI



**Size:** 11,620 SF  
**Owner:** PNC  
**Contract Type:** General Contractor  
**Owner Contact:** Greg Good, 269.375.8360  
[ggood@schley-aia.com](mailto:ggood@schley-aia.com)  
**Project Cost:** \$624,809  
**Project Start:** June 2012  
**Project Completion:** October 2012

### Project Description:

Project consisted of a remodeling design of 11,620 SF of the existing 3rd floor at the Arcadia North Commons Building in Kalamazoo, Michigan. The space was converted for use of the PNC Bank and conference rooms. The finishes included glass walls, glass doors, glass etched signage, wood walls, cabinets and countertops, sound soak fabric wall panels, carpet, ceramic tile, painting, ceilings, and window treatments. Mechanical, plumbing, electrical, fire suppression and fire alarm modifications were completed during this renovation.

### Personnel:

**Lead Estimator:** Carl Frederick  
**Project Manager:** Mike Frederick  
**Project Superintendent:** Greg Pendowski

## **Site Improvements**



## Kalamazoo County: Healy Street Center – Kalamazoo, MI



**Size:** 30,000 SF  
**Owner:** Kalamazoo County  
**Contract Type:** General Contractor  
**Owner Contact:** John Faul, 269.384.8111  
[jmfaul@kalcounty.com](mailto:jmfaul@kalcounty.com)  
**Project Cost:** \$4,347,706  
**Project Start:** July 2013  
**Project Completion:** June 2014

### Project Description:

The facility is 30,000 square foot ground up including 10 acres of site development. It houses the Sheriff department's public video visitation service, the office of Community Corrections, and the State of Michigan's Parole and Probation services.

The existing site was vacant and in a Brownfield. A Due care plan was necessary. The site improvements included soil erosion measures, earth work cut and fill, storm sewer and retention basin, sanitary sewer and tapping of the sewer main, water main installation, site concrete paving and curb & gutter, asphalt paving, landscaping, site furnishings, and site electrical.

### Personnel:

**Lead Estimator:** Ryan Collins  
**Project Manager:** Mike Frederick  
**Project Superintendent:** Wes Hardy

## Toys “R” Us: TRU/BRU 47k SSBS – Aurora, CO



Size:	47,000 SF
Owner:	Toys R Us
Contract Type:	General Contractor
Owner Contact:	Mike Quaintance, 862.258.5637 <a href="mailto:michael.quaintance@rouseproperties.com">michael.quaintance@rouseproperties.com</a>
Project Cost:	\$8,400,000.00
Project Start:	January 2013
Project Completion:	September 2013

### Project Description:

The store is 47,000 square foot new build including 10 acres of site development. This was a fast track project completed in 28 weeks. The building itself is constructed of concrete foundations, structural steel, CMU split face, with a brick and stone veneer and EIFS finish at the exterior. The interior build out consisted of metal stud & drywall partitions, VCT and carpet, ceramic tile flooring, wood wainscot, and merchandise fixtures. The existing site was vacant. The site improvements included soil erosion measures, earth work cut and fill, storm sewer and retention basin, sanitary sewer and tapping of the sewer main, water main installation, site concrete paving and curb & gutter, asphalt paving, landscaping, site furnishings, and site electrical.

### Personnel:

Lead Estimator:	Carl Frederick
Project Manager:	Michael Frederick
Project Superintendent:	Tony Tedrow

## Toys “R” Us: Toys R Us /Babies R Us – San Antonio, TX



**Size:** 87,000 SF  
**Contract Type:** General Contractor  
**Owner Contact:** JR Valentine, 832-642-0983  
[jr.valentine@toysrus.com](mailto:jr.valentine@toysrus.com)  
**Project Cost:** \$15,000,000.00  
**Project Start:** August 2012  
**Project Completion:** March 2013

### Project Description:

The store is 87,000 square foot new build including 30 acres of site development. This was a fast track project completed in 28 weeks. The building itself is constructed of concrete foundations, structural steel, concrete tilt wall panel, with a split face veneer and EIFS finish at the exterior. The interior build out consisted of metal stud & drywall partitions, VCT and carpet, ceramic tile flooring, wood wainscot, and merchandise fixtures. The site improvements included soil erosion measures, earth work cut and fill, storm sewer and retention basin, sanitary sewer and tapping of the sewer main, water main installation, site concrete paving and curb & gutter, asphalt paving, landscaping, site furnishings, and site electrical.

### Personnel:

**Lead Estimator:** Carl Frederick  
**Project Manager:** Michael Frederick  
**Project Superintendent:** Tony Tedrow

**Toilet and/or Shower Room Remodeling or Design**



## Eimo Technologies: Restroom Renovation – Vicksburg, MI



**Size:** 500 SF  
**Owner:** Eimo Technologies  
**Contract Type:** Design/Build  
**Owner Contact:** Mark Key, 269.649.0545  
[mark.key@eimotech.com](mailto:mark.key@eimotech.com)  
**Project Cost:** \$45,251  
**Project Start:** October 2016  
**Project Completion:** November 2016

**Project Description:**

Renovation of existing restrooms, break room and locker room. Finishes included acoustical ceiling tile & grid, painting, porcelain floor tile, toilet accessories and metal toilet partitions. Relocation and replacement of restroom sprinkler heads. Plumbing involved the installation of water closets and urinals. Replaced existing lighting with new energy efficient LED lighting fixtures.

**Personnel:**

**Lead Estimator:** Ryan Collins  
**Project Manager:** Chris Rogenski  
**Project Superintendent:** Greg Pendowski

## **PNC Bank: 3<sup>rd</sup> Floor Restroom Renovation – Kalamazoo, MI**



**Size:** 703 SF  
**Owner:** PNC  
**Contract Type:** General Contractor  
**Owner Contact:** Greg Good, 269.375.8360  
[ggood@schley-aia.com](mailto:ggood@schley-aia.com)  
**Project Cost:** \$890,933  
**Project Start:** March 2013  
**Project Completion:** September 2013

### **Project Description:**

Project consisted of a renovation within the Arcadia Building primarily within the existing toilet rooms and elevator lobby/work room located on the third floor. Renovation was for the existing third floor toilet rooms and a new unisex toilet room located off of the elevator lobby. Work included architectural trades, HVAC, plumbing, fire protection and electrical. Construction was Michigan Barrier Free and ADA compliant.

### **Personnel:**

**Lead Estimator:** Carl Frederick  
**Project Manager:** Mike Frederick  
**Project Superintendent:** Greg Pendowski

## General Services Administration: Repair Plumbing in Men's Restroom Mezzanine Level Project – Detroit, MI



**Size:** 200 SF  
**Owner:** General Services Administration  
**Contract Type:** General Contractor  
**Owner Contact:** Doug Sanford, 313.317.9628  
[james.sandford@gsa.gov](mailto:james.sandford@gsa.gov)  
**Project Cost:** \$67,002  
**Project Start:** November 2014  
**Project Completion:** January 2015

**Project Description:**

The project consisted of replacing plumbing fixtures, bathroom partitions, wall protection and piping in the men's restroom on the Mezzanine Level of the Patrick V. McNamara Federal Building and to install a plumbing relief vent in the soil stack riser in the 4<sup>th</sup> & 5<sup>th</sup> floor men's restrooms.

**Personnel:**

**Lead Estimator:** Carl Frederick  
**Project Manager:** Chris Rogenski  
**Project Superintendent:** Keith Bumpous

## **Appendix C.2 – Project Examples (G.H. Forbes & Associates)**



<b>EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b>	EXAMPLE PROJECT KEY NUMBER
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<b>TITLE AND LOCATION</b> <i>(City and State)</i> U.S. Court of Appeals 2 <sup>nd</sup> Floor Chambers Renovation Ann Arbor Federal Building & US Courthouse, Ann Arbor, Michigan	<b>YEAR COMPLETED</b>	
	<b>PROFESSIONAL SERVICES</b> 2010-2013	<b>CONSTRUCTION (if Applicable)</b> 2013

**PROJECT OWNER'S INFORMATION**

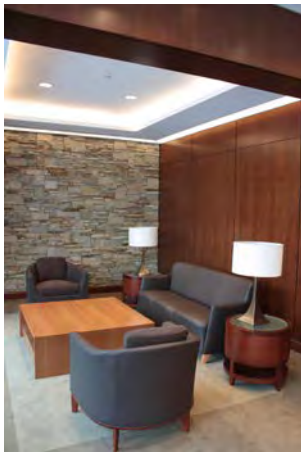
<b>PROJECT OWNER</b> General Services Administration	<b>POINT OF CONTACT NAME</b> Paul Machalek	<b>POINT OF CONTACT TELEPHONE NUMBER</b> (312) 353-4916
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**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*



**Design Services**

G.H.Forbes Associates provided field survey, design and construction documents to renovate 3,350 SF to create a Judge's Chambers. New work includes millwork including wood wall panels, built-in desks, counters and cabinets. Wall floor and ceiling finishes. Demolition was required including removing ceiling systems, ductwork, lighting, wall and floor finishes. Program included a private office with a sitting area and toilet room. A reception area, offices for Clerks, a copy room, conference room and staff break room. The existing ductwork and controls were modified. New lighting, lighting controls, power, data and security were provided. Acoustic walls, doors and ceilings were used in the Private Office. The existing fire sprinkler and fire alarm was modified.



**Construction Administration Services**

G.H. Forbes Associates 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 Engineering
  - Electrical Distribution & Lighting Replacement, Upgrade, Selection
  - HVAC Equipment and Distribution, Replacement, Upgrade, Selection
  - Interior Remodeling and renovation
  - Toilet Remodeling and design

Cost of Construction: \$1,170,000  
 Size: 3,350 sq. ft.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(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>b.</b>	(1) FIRM NAME Frederick Construction	(2) FIRM LOCATION <i>(City and State)</i> Vicksburg, Michigan	(3) ROLE 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> Historic Window Replacement Battle Creek, Michigan	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2010 - 2011	CONSTRUCTION (if Applicable) 2015 - 2016

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER General Services Administration	b. POINT OF CONTACT NAME Nicole Randolph	c. POINT OF CONTACT TELEPHONE NUMBER (313) 317-9625
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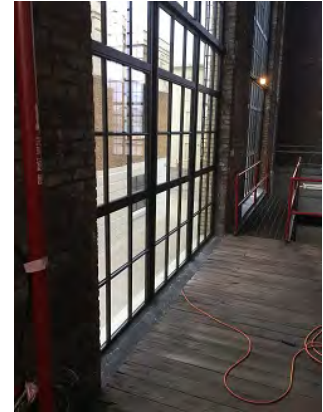
The project was for the replacement of historic steel windows at the Hart Dole Inouye Federal Center in Battle Creek, Michigan. The historic character of windows were retained and elements were preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property was avoided to the degree feasible. New window frame profiles were matched to existing as closely as possible and pre-finished with historical colors. Lead paint was remediated and asbestos window sealant was abated.



BEFORE



AFTER



**Design Services**

The window replacements were designed per National Park Service Secretary of the Interior's Standards for the Treatment of Historical Buildings Guidelines for Rehabilitation. The project was reviewed and approved by the State Historic Preservation Office as well as the GSA Preservation Architect. Duties for professional services include study, design/analysis, construction drawings, specifications and detailed cost estimates.

**Construction Administration Services**

G.H.Forbes Associates with NTH Consultants (environmental engineering) 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: \$1,736,000

*PROJECT TYPES:  
 Building envelope investigation, repair, upgrade  
 Maintenance and historic preservation  
 Environmental - asbestos abatement/lead mitigation*

**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 Frederick Construction	(2) FIRM LOCATION <i>(City and State)</i> Vicksburg, Michigan	(3) ROLE General Contractor

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		EXAMPLE PROJECT KEY NUMBER
TITLE AND LOCATION <i>(City and State)</i> South Wing Renovation (Design/Build) Great Lakes Science Center –Ann Arbor, Michigan	YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016	CONSTRUCTION (if Applicable) 2016

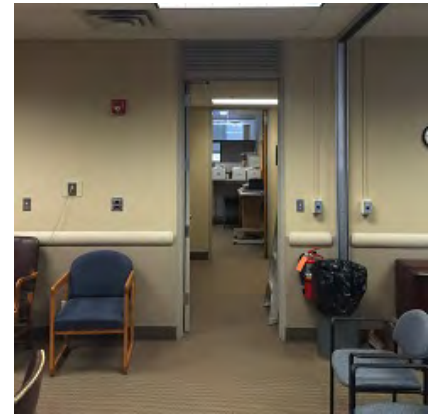
**PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER United State Geological Survey	b. POINT OF CONTACT NAME <b>Chad Barrett</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>(616)490-6169</b>
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**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

The Design/Build renovation of the Great Lakes Science Center in Ann Arbor, Michigan was required by the United State Geological Survey (USGS) and included three phases to accommodate the continued occupancy of the building.

Phase 1 converted the library area into a high tech conference area in addition to housing books. This phase included demolition of two floor-to-ceiling walls, furnishings, and limited demolition of the exterior wall to install a second egress door. Lighting and HVAC were required to allow dimming by the screen. Phase 2 converted the current conference space, mail room and storage room to MWR Office spaces. Demolition included partition walls and a movable partition, duct work and the balancing of HVAC and heat pumps were required so that the MWR Office Suite could be supported by the same system. Phase 3 was the first floor office 118-121 to modify ceiling, lighting and electrical switches for the new layout after demolition. HVAC was limited to adjusting supply and return to accommodate the new layout.



**Design Services**

G.H.Forbes Associates provided field survey, life cycle cost analysis, construction documents including plans, specifications and cost estimating.

**Construction Administration Services**

G.H.Forbes Associates provided field inspection for the project. Professional services for the project included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and field inspection.

Size:  
Cost of Construction:  
Ph 1: \$  
Ph 2: \$  
Ph 3: \$

<p><b>PROJECT RELEVANCE</b> Design/Build HVAC equipment and distribution replacement, upgrade, selection General Commercial Architectural and/or Engineering Design with Emphasis on Office Interiors</p>
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**FIRMS 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 Frederick Construction	(2) FIRM LOCATION <i>(City and State)</i> Vicksburg, Michigan	(3) ROLE General Contractor

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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> Fire Alarm Replacement – Grand Rapids, Michigan	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015-2017	CONSTRUCTION (if Applicable) Ongoing

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER General Services Administration	b. POINT OF CONTACT NAME Thomas Monaweck	c. POINT OF CONTACT TELEPHONE NUMBER (616) 222-9151
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

The replacement of the existing fire alarm system with a new addressable multiplex fire alarm system in the Gerald R. Ford Federal Building for the US General Services Administration. The building will be fully occupied for the duration of the project. The building is 7 stories tall with two basement levels and a penthouse. The new system was designed to all the existing system to remain independent and fully operational until the new system is accepted. Demolition of the existing system will follow along with the patching of walls, floors and ceilings with matching finishes as well as patching of any abandoned penetrations. Abatement of asbestos fireproofing is included as required to facilitate the installation of the system. The project also includes providing power to the new fire alarm system. (As



**Design Services**

G.H. Forbes Associates provided field survey, construction documents including plans, specifications and cost estimating.

**Construction Administration Services**

G.H. Forbes Associates is providing field inspection for the project. Professional services for the project included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and field inspections.

Cost of Construction: \$1,125,200

**PROJECT RELEVANCE**  
Fire Alarm Replacement, Electrical Distribution, Team Experience, Interior Remodeling and Renovation in an Occupied Large Facility

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME G.H. Forbes Associates	(2) FIRM LOCATION <i>(City and State)</i> Royal Oak, Michigan	(3) ROLE Architect
<b>b.</b>	(1) FIRM NAME Frederick Construction	(2) FIRM LOCATION <i>(City and State)</i> Vicksburg, Michigan	(3) ROLE General Contractor



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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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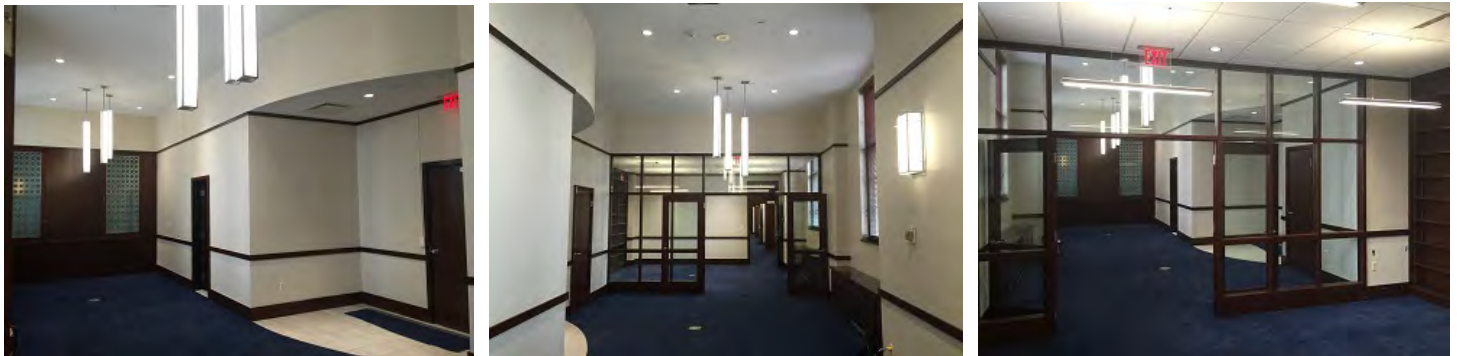
21. TITLE AND LOCATION <i>(City and State)</i> 7 <sup>th</sup> Floor Chambers Theodore Levin U.S.Courthouse - Detroit, Michigan	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014-2015	CONSTRUCTION (if Applicable) 2015-2016

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER General Services Administration	b. POINT OF CONTACT NAME Neal Deodhar	c. POINT OF CONTACT TELEPHONE NUMBER (312) 385-3051
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)***

The Theodore Levin U.S. Courthouse was constructed from 1931-1934 and is a contributing building to the Detroit Financial District, a National Register Historic District. The intent of this project is the renovation of approximately 4,000 square feet on the seventh floor, including a new Judge's Chambers. The renovation of the space included the addition of a new toiler room, new lighting (including emergency lighting), new millwork of shelving, cabinetry and wainscot. G.H. Forbes Associates provided furniture survey in addition to the demolition of existing ceiling systems, ductwork, lighting, wall, millwork and floor finishes.



**Design Services**

G.H.Forbes Associates provided field survey, life cycle cost analysis, construction documents including plans, specifications and cost estimating.

**Construction Administration Services**

G.H.Forbes Associates provided field inspection for the project. Professional services for the project included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and field inspection.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME G.H. Forbes Associates	(2) FIRM LOCATION <i>(City and State)</i> Royal Oak, Michigan	(3) ROLE Architect
<b>b.</b>	(1) FIRM NAME Peter Basso Associates	(2) FIRM LOCATION <i>(City and State)</i> Troy, Michigan	(3) ROLE MEP Engineers
<b>c.</b>	(1) FIRM NAME Frederick Construction	(2) FIRM LOCATION <i>(City and State)</i> Vicksburg, Michigan	(3) ROLE General Contractor

<b>EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b>	EXAMPLE PROJECT KEY NUMBER
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TITLE AND LOCATION <i>(City and State)</i> Light Guard Armory Renovation Dept. of Military and Veterans Affairs -Detroit, Michigan	YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013-2015	CONSTRUCTION (if Applicable) 2013-2015

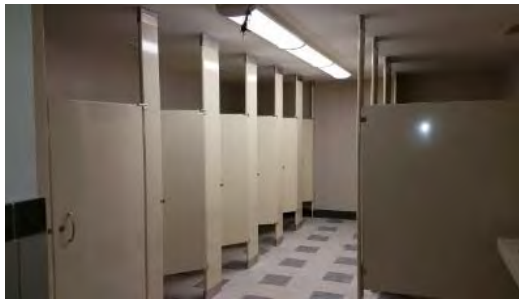
**PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Department of Military & Veterans Affairs	b. DTMB POINT OF CONTACT NAME Chris Bahjet	c. POINT OF CONTACT TELEPHONE NUMBER (517)749-7519
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**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)***

The existing building was constructed in 1956 and serves as a training facility with food preparation, equipment storage, light maintenance and administration. The facility required a renovation to satisfy the current use and design guide standards including size of supply rooms, personal equipment storage and vaults. As is common with buildings of this age, there are hazardous materials including asbestos and lead. The building continued to be occupied during the renovation.

Basement and first floor renovations included restrooms, a new poured concrete vault, modular vaults caged storage areas, new lighting, power, data, fire alarm, HVAC improvements and plumbing. Structural reinforcement and remediation of hazardous materials was required. The design to renovate the 70,000 square foot basement incorporated the use of the original exhaust fans and much of the existing ductwork. Carbon monoxide and nitrogen oxide detectors were added to control the exhaust. Various types of concrete repairs were employed to restore the floor in the vehicle bays. An existing generator was rebuilt and installed in an existing modified out-building. The design to renovate 15,000 square feet of the first floor required eight new roof top air handling units and improvements to the main lobby.



*Photos: Amory lobby, first floor public restrooms and storage area with wire mesh partitions*

**Design Services**

G.H.Forbes Associates provided field survey, life cycle cost analysis, construction documents including plans, specifications and cost estimating.

**Construction Administration Services**

Professional services for the project included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and field inspection.

Size: 70,000 sq.ft. basement  
15,000 sq. ft. first floor  
Cost of Construction: \$1,900,000

**PROJECT RELEVANCE**

- ADA facility assessment and remodeling
- General Commercial Architectural and Engineering Design with emphasis on Office Interiors
- Electrical Distribution and Lighting Replacement, Upgrade, Selection
- HVAC equipment and distribution replacement, upgrade, selection
- Interior remodeling and renovation
- Toilet and shower room remodeling and 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

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

EXAMPLE PROJECT KEY NUMBER

**TITLE AND LOCATION** (*City and State*)  
 Funeral Home Addition  
 Michigan Memorial, Flat Rock Michigan

**YEAR COMPLETED**

PROFESSIONAL SERVICES  
 2012

CONSTRUCTION (if Applicable)  
 2013

**PROJECT OWNER'S INFORMATION**

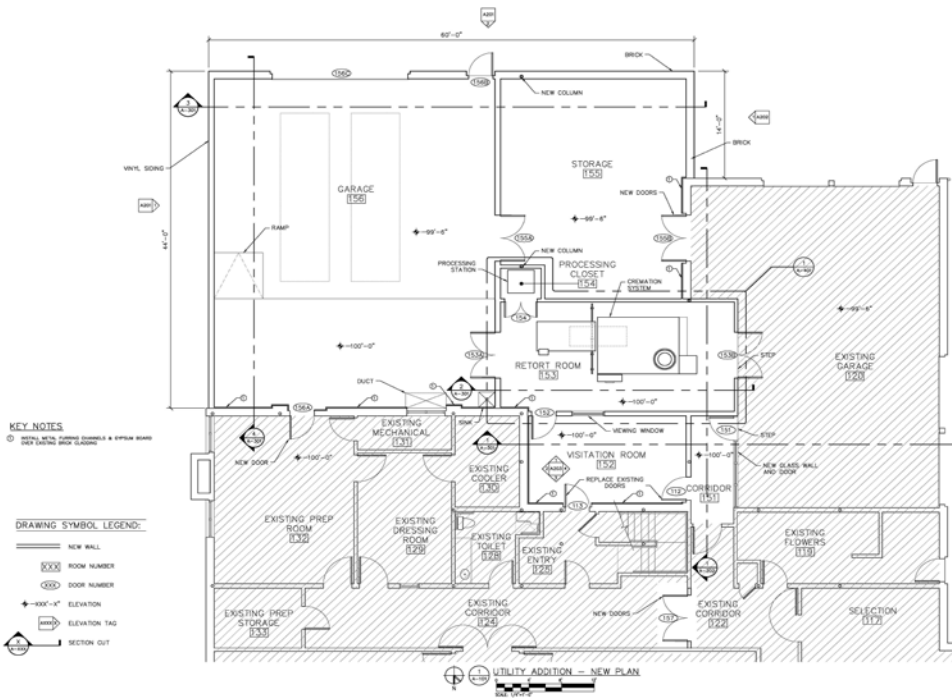
a. **PROJECT OWNER**  
 Daniel Dwyer

b. **POINT OF CONTACT NAME**  
 Daniel Dwyer

c. **POINT OF CONTACT TELEPHONE NUMBER**  
 (734) 783-2646

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

This project included the addition of utility space to an existing funeral home to add a garage, storage, viewing area and a cremation room.



**Design Services**

G.H.Forbes Associates provided field survey, design and construction documents with EAM Engineers for the utility addition to a funeral home. New work includes structural elements to accommodate a single story addition; poured footings and foundation walls; concrete floors, steel beams and trusses; doors and hardware; painting; brick exterior to match existing; receptacles; lighting; fire sprinklers; plumbing; ductwork and HVAC controls. Duties for professional services include design/analysis, drawings, specifications, detailed cost estimates.

Construction was completed in 2013.

Cost of Construction: \$650,000  
 Size: 2,800 sq. ft.

**PROJECT TYPES:**  
 Building and structure additions

**FIRMS INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) <b>FIRM NAME</b> G.H. Forbes Associates Architects, P.C.	(2) <b>FIRM LOCATION</b> ( <i>City and State</i> ) Royal Oak, Michigan	(3) <b>ROLE</b> Architect
<b>b.</b>	(1) <b>FIRM NAME</b> EAM Engineers, Inc.	(2) <b>FIRM LOCATION</b> ( <i>City and State</i> ) Troy, Michigan	(3) <b>ROLE</b> Mechanical and Electrical Engineers

**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> U.S. Marshal Service 1 <sup>st</sup> Floor ISA Federal Building & U.S. Courthouse – Port Huron, Michigan	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014	CONSTRUCTION (if Applicable) 2016-2017 (ongoing)

**23. 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
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

This project is a build-out of 4,700 square feet of previously vacant space for the U.S. Marshals Service. It includes a 2,000 square foot detention block with three prisoner cells, a processing room, attorney interview rooms, prisoner storage, and sally ports for movement between secure, restricted, and public areas. The 2,700 square feet of office space includes a 350 square foot Command and Control Center, from which the USMS controls access to the entire building, adjacent to a 160 square foot Security Equipment Room.

**Design Services**

G.H.Forbes Associates (GHFAA) provided field survey, design and construction documents for the renovation. The detention block portion of the space required the application of USMS design guide specifications for an access control system that integrates intercoms, duress alarms, scramble pads, magnetic door contacts, and door release buttons. This system is controlled by a graphic annunciator panel at a console located in the Command and Control Center, which was relocated from a mezzanine level to the first floor renovation. The console also incorporates monitors for the CCTV system, which covers the entire building (including federal courtrooms), and for which new cameras were added for this project. GHFAA worked closely with the client to revise the design intent documents in order to provide the best possible solution for the security demands and existing conditions of the project site.



**Construction Administration Services**

G.H.Forbes Associates provided field inspection for the project. Because it is located on Federal property, GHFAA acted as the Inspector for Code Enforcement Duties for professional services for the project.

Estimated Cost of Construction: \$2,515,370  
 Size: 4,700 sq ft

**PROJECT RELEVANCE**

*ADA facility assessment and remodeling; General Commercial architectural and/or Engineering Design with Emphasis on Office Interiors; Electrical Distribution and Lighting Replacement, Upgrade, Selection; HVAC equipment and distribution replacement, upgrade, selection; Interior remodeling and renovation; Toilet and/or shower room remodeling or design*

**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 MEP Engineer
c.	(1) FIRM NAME Frederick	(2) FIRM LOCATION <i>(City and State)</i> Vicksburg, Michigan	(3) ROLE General Contractor



<b>EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b>	EXAMPLE PROJECT KEY NUMBER
--	----------------------------

TITLE AND LOCATION <i>(City and State)</i> Washtenaw Armory Interior Renovations Dept. of Military and Veterans Affairs -Ypsilanti, Michigan	YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013-2015	CONSTRUCTION (if Applicable) 2014-2015

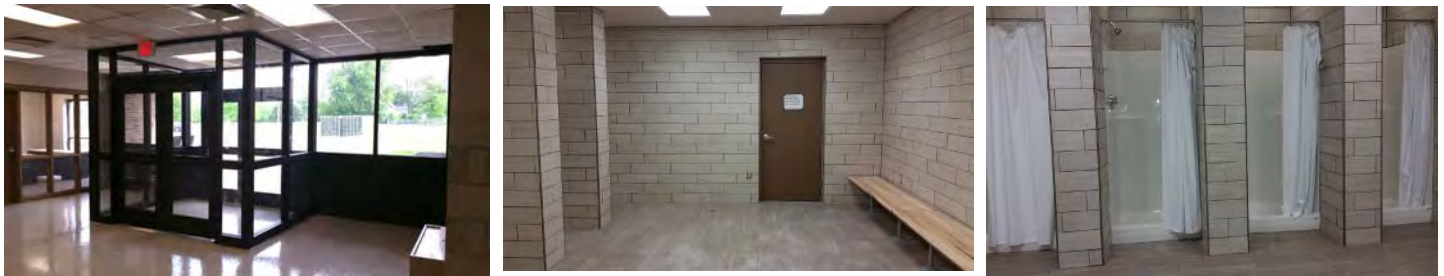
**PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Department of Military & Veterans Affairs	b. DTMB POINT OF CONTACT NAME Chris Kulhanek	c. POINT OF CONTACT TELEPHONE NUMBER (517)284-7909
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**BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)***

The existing building was constructed in 1991 and serves as a training facility with food preparation, equipment storage, light maintenance and administration. The facility required a renovation to satisfy the current use and design guide standards including size of supply rooms, personal equipment storage and vaults. The building continued to be occupied during the renovation.

The interior renovation includes restroom upgrades for ADA compliance, shower and locker room modifications, new poured-in-place concrete vaults, offices, a physical training room, a break room and supply areas with floor to ceiling wire mesh partitions. The abandoned rifle range was converted to a personal equipment storage locker room. Mechanical improvements include replacing through-wall units with a roof top unit, a new energy recovery unit, new direct digital controls throughout the armory. Plumbing modifications were required at the existing toilet rooms and new plumbing will be added at the break room. Electrical improvements include new lighting, occupancy sensors, power, data, infrastructure for security and fire alarm. Demolition and fire suppression modifications will also be required.



*Photos: Vestibule and shower room*

**Design Services**

G.H.Forbes Associates is providing field survey, construction documents including plans, specifications and cost estimating.

**Construction Administration Services**

Professional services for the project included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and field inspection.

G.H.Forbes Associate

Size: 46,700 sq.ft.

Cost of Construction: \$1,600,000

**PROJECT RELEVANCE**

Renovation of existing facilities, Experience with the State of Michigan. Experience with Army National Guard Design Guides and Security Standards. Project included secure vaults, ADA facility assessment and remodeling, HVAC Equipment replacement, upgrade, selection, HVAC controls replacement, upgrade, selection, new lighting, lighting controls, and fire alarm and fire suppression modifications.

**FIRMS 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, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Troy, Michigan	(3) ROLE Mechanical/Electrical Engineering

<b>EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b>	EXAMPLE PROJECT KEY NUMBER
--	----------------------------

<b>TITLE AND LOCATION</b> <i>(City and State)</i> National Guard Armory Parking Lot Improvements Dept. of Military and Veterans Affairs – Ypsilanti, Michigan	<b>YEAR COMPLETED</b>	
	<b>PROFESSIONAL SERVICES</b> 2013-2014	<b>CONSTRUCTION (if Applicable)</b> 2013-2014

**PROJECT OWNER'S INFORMATION**

<b>PROJECT OWNER</b> Department of Military & Veterans Affairs	<b>POINT OF CONTACT NAME</b> Brian Bushnell	<b>POINT OF CONTACT TELEPHONE NUMBER</b> (517) 481-7561
---	--	--

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

The existing building was constructed in 1991 and serves as a training facility with food preparation, equipment storage, light maintenance and administration. The parking lots surrounding the armory, truck garage and vehicle storage buildings had deteriorated and required modifications to comply with current set-back distances.

The existing parking lot was shifted away from the Armory to achieve the design guide force protection standards. Asphalt pavement included areas of normal duty and areas of heavy-duty pavement to accommodate the use of heavy equipment transporters. An existing underground diesel fuel tank was removed and a new above ground 10,000 gallon diesel fuel tank was installed. New fencing, gates and parking barriers were installed. Hydrants were replaced. New exterior lighting included LED lighting on 40-foot tall poles and building mounted light fixtures. Dark lighting (sensors) was used to save energy and achieve security.



**Design Services**

G.H. Forbes Associates provided field survey, construction documents including plans, specifications and cost estimating.

**Construction Administration Services**

G.H. Forbes Associates provided field inspection for the project. 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: \$1,270,000  
 Size: 3.25 acres

**PROJECT TYPES:**  
*Renovation of existing facilities  
 Experience with the State of Michigan  
 Experience with Army National Guard Design Guides and Security Standards.  
 Project included new asphalt parking lots  
 Interior remodeling and renovation*

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) <b>FIRM NAME</b> G.H. Forbes Associates	(2) <b>FIRM LOCATION</b> <i>(City and State)</i> Royal Oak, Michigan	(3) <b>ROLE</b> Architect
<b>b.</b>	(1) <b>FIRM NAME</b> Peter Basso Associates	(2) <b>FIRM LOCATION</b> <i>(City and State)</i> Troy, Michigan	(3) <b>ROLE</b> MEP Engineers

**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 *(City and State)*  
 Building Automation System Upgrades - ARRA  
 Theodore Levin U.S.Courthouse - Detroit, Michigan

22. YEAR COMPLETED  
 PROFESSIONAL SERVICES 2009  
 CONSTRUCTION (if Applicable) 2011-2012

23. PROJECT OWNER'S INFORMATION

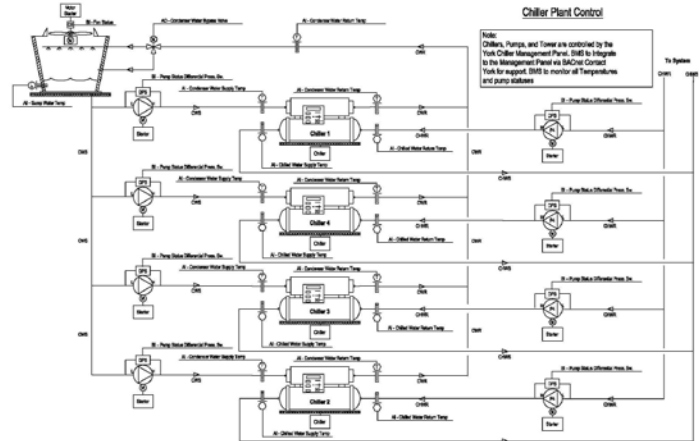
a. PROJECT OWNER  
 General Services Administration

b. POINT OF CONTACT NAME  
 Benjamin Warren

c. POINT OF CONTACT TELEPHONE NUMBER  
 (313)317-9626

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

The primary intent of the project was to replace the front end Building Automation System (BAS), the associated primary controllers, and the secondary controllers. The existing BAS was outdated and Bacnet protocol installed with the new system. The replacement of the BAS will improve the energy efficiency of the building by allowing more precise control of the heating and cooling systems and allowing temperature setbacks to be implemented based on space occupancy. The new BAS also provides energy consumption and trending information to allow the staff to identify where energy is be used so conservation measures can be implemented. The installation of occupancy sensors in selected courtrooms was included to provide a daytime setback temperature in the range of 77°F should be considered so that a temperature of 72°F can be reached in a relatively short period of time once the occupancy sensor is activated. Several other aspects of the building were also reviewed and the A/E advised GSA of the potential benefits and costs. Some of the items that were reviewed but not implemented were controls for the hundreds of fan coil units that exist in the building because of cost and improvements to the lighting systems in the main lobby. Relative to the lighting, a more energy efficient lamp that could be used was identified but because of the emergence of new LED lamps the A/E recommended that the GSA postpone the new lamping to utilize this upcoming product.



Design Services

G.H.Forbes Associates provided field survey, design and construction documents with EAM Engineers for the implementation of the new BAS system. One of the first steps was to reconcile the project scope with the available budget. The documents were created such that options for work could be added to or removed from the scope with relative ease if the funding for the project changed or new issues arose during construction. Since the project was being bid as Construction Manager as Constructor (CMc), the A/E was cognizant of setting up the bidding documents to be flexible but thorough enough to receive fair pricing at the time of bid and as changes occurred after the award to the CMc. Because the project was funded by the American Recovery & Reinvestment Act (ARRA), the A/E worked on a tight schedule to complete the documents and filed the necessary paperwork

Construction Administration Services

G.H.Forbes Associates with EAM Engineers worked with the selected general contractor and GSA to examine the scope and the proposed BAS. The A/E also 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: \$850,000  
 Size: Entire Building / N/A

PROJECT TYPES  
 HVAC controls replacement, upgrade, selection  
 Interior remodeling and renovation Maintenance  
 and facility preservation

25. FIRMS FROM SECTION C 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.	Frederick Construction (CMC)	Vicksburg, Michigan	General Contractor

## **Appendix D – Quality Control Documents**





**g.h. forbes associates** • 28000 Woodward Ave, Ste 202, Royal Oak, MI 48067 • [www.ghfaa.com](http://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



## 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,  
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)
		<b>SITE PLANS</b> (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)
		<b>BUILDING PLANS</b>
		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	
		<b>STRUCTURAL PLANS (107.2.1; 1603.1)</b>
		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)
		<b>ELECTRICAL PLANS (106.1.1)</b>
		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)
		<b>PLUMBING PLANS (P106.3.1)</b>
		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)
		<b>MECHANICAL PLANS</b> (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 E – Quality Assurance/Control Plan**



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## Quality Assurance/Control Plan

Title: PROPOSAL FOR 2017 ISID for Minor Project Design Build Services

Revision No.

Initial Issue Date:

### PURPOSE

The purpose of this procedure is to provide standards for developing a Quality Assurance section of a proposal.

### SCOPE

To provide a complete understanding of this Quality Assurance Proposal prior to developing and or issuing it to a client.

THIS DOCUMENT EXPLAINS THE MANAGEMENT APPROACH AND METHOD OF HOW FREDERICK CONSTRUCTION'S QUALITY ASSURANCE PROGRAM CONTROLS DESIGN, ENGINEERING, AND CONSTRUCTION THROUGH ITS PROJECT QUALITY CONTROL PLAN  
QUALITY MANAGEMENT PROGRAM

### TESTING LABORATORIES

### COMPLETION INSPECTION

### DOCUMENTATION

## QUALITY ASSURANCE/CONTROL PLAN

THIS DOCUMENT EXPLAINS THE MANAGEMENT APPROACH AND METHOD OF HOW FREDERICK CONSTRUCTION'S QUALITY ASSURANCE PROGRAM CONTROLS DESIGN, ENGINEERING AND CONSTRUCTION THROUGH ITS PROJECT QUALITY CONTROL PLAN, QUALITY MANAGEMENT PROGRAM, TESTING LABORATORIES, COMPLETION AND DOCUMENTATION.

Frederick Construction prepares a quality control plan or manual specific to the needs of DTMB State Facilities Administration Design & Construction Division. The Corporate Manager of Quality Assurance reviews each quality plan developed to optimize its effectiveness in addressing the design, construction and operating priorities of the project.

Throughout the progress of the project, Frederick Construction will perform regular quality audits and submit reports from those audits for corporate review. Frederick Construction maintains quality assurance as a common consistent tool throughout the design, engineering, procurement, construction and purchasing function of the project. The Corporate Manager of Quality Assurance will accomplish internal and external audits for the purpose of determining and monitoring the effectiveness and compliance of the corporate and project Quality Assurance Program, and will verify that the required recording, corrective actions and reporting have been initiated, resolved and closed.

Frederick Construction prides itself on successfully developing and practicing the required synergy between design and construction, to include overlapping or otherwise simultaneous design/build project delivery methods.

### GENERAL REQUIREMENTS

Frederick Construction will assure that special processes employed on the project meet the requirements of the contract. All special processes will have procedures in place to comply with project specification, applicable drawings, National or State codes and standards, as well as manufacturer's recommended procedures. These procedures, when approved, will become a part of the Project Quality Control Plan (QCP).

### QUALITY CONTROL PLAN

The Quality Control Plan will be developed specifically for this project utilizing Frederick Construction Quality Assurance Program and DTMB State Facilities Administration Design & Construction Division project specifications. Where there is a conflict in procedure or reporting, the design firm project specification will prevail.

The Design Team Inspectors and the Project Quality Control Manager (PQCM) staff effectively control the quality on-site through the comprehensive implementation of the project Quality Control Plan (QCP).

The Quality Control Plan process consists of standardized administrative (QAP's) and technical procedures (QEP's) selected by the PQCM in consultation with the Manager of Construction and the Corporate Manager of Quality Assurance.

The PQCM staff and design team members utilize each component of the project Quality Control Plan (QCP) to complete inspections, audits, tests and certifications for the appropriate specified divisions. The QCP also incorporates approved subcontractor Quality Control Plans when required to fully implement the Quality Assurance Program throughout all phases of on-site project implementation.

## CONTENT OF THE QUALITY CONTROL PLAN

The QCP Plan will include quality inspection criteria for each component of the design and building process.

### DESIGN PROCESS

Frederick Construction incorporates a "Quality Assurance Program" which, during the design process, provides a continuous review of drawings and procedures required to DTMB State Facilities Administration Design & Construction Division design intent, ensure appropriate value engineering, evaluate the deliverables with regard to contractibility and specific benchmarks, and score the results. The Scope of the design QA/QC process more generally defined is to provide DTMB State Facilities Administration Design & construction Division with constructible drawings and specifications while ensuring constant and effective inter-disciplinary coordination prior to and during construction.

### DESIGN/ENGINEERING CHECKLIST

As each item on the checklist is reviewed and compared with the drawing, that particular drawing section will be highlighted in yellow on the drawing index and the discrepancies noted on the drawing in red.

If the drawing contains discrepancies, the drawing checklist will be marked "NO" and a brief explanation of the discrepancies will be annotated in the remarks or discrepancy section of the drawing checklist.

The specification for each discipline is then reviewed in concert with the appropriate drawing and the review annotated in the specification checklist remarks or discrepancy section.

The drawing sets and specifications will then be returned to the Manager of Design and Engineering/Design Quality Control for resolution.

Corporate Quality Assurance principals will perform a coordinated interdisciplinary final review of the drawings and specifications prior to the issuance of the bid packages, evaluated in comparison to four benchmark categories, which include:

Dimension – correctly applied and easily interpreted in the field.

Overall layout consistency – drawing layouts are standardized, consistent and easily read.

Coordination – coordination among the disciplines to eliminate conflict.

Constructible – Consistent with accepted and required construction practices, procedures and materials while providing best value to DTMB State Facilities Administration Design & Construction Division.

### BUILDING PROCESS

These components generally include such as finishes doors/windows, roofers, siding, masonry, mechanical, electrical, waterproofers, plumbers, insulators, structural steel, structural concrete, earthwork, 3<sup>rd</sup> party inspections, surveyor and subcontractors' quality control plans when required. The procedures included within the QCP Plan will generally include such as Div. 32 Exterior Improvements QEP's, Div. 31 Earthwork QEP's, Div. 26 Electrical QEP's, Div. 23 HVAC QEP's, Div. 22 Plumbing QEP's, Div. 14 Conveying System QEP's, Div. 13 System Special Construction QEP's, Div. 12 Furnishings QEP's, Div. 11 Equipment QEP's, Div. 10 Specialties QEP's, Div. 9 Finishes QEP's, Div. 8 Doors and Windows QEP's, Div. 7 Thermal and Moisture Protection QEP's, Div.6 Wood and Plastic QEP's, Div. 5 Metals QEP's, Div. 4 Masonry QEP's, Div.3 Concrete QEP's, Div. 2 Existing Conditions QEP's, Div. 1 General QEP's. At least three critical reports will be incorporated in the QCP Plan.



They include the QA Daily Inspection Report, QA client Weekly Report and the QA Monthly Report. The QA daily inspection Reports will include Non-conformances, material, receiving, earthwork, rebar, formwork, concrete, 3<sup>rd</sup> party review, Structural, Civil, Electrical, Mechanical, Testing, Start up and Turnover. The QA Client Weekly Report consists of weekly inspections performed, non-conformance, corrected –on spot, and receipt inspection. The QA Monthly Report incorporates a synopsis of weekly reports, non-conformance, corrected on spot, material receipt, benchmark results, costs, schedule, safety, change and QA rework. Frederick Construction Inc. is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any DTMB State Facilities Administration Design & Construction Division inspection and testing required in the contract's specifications, except for specialized inspection or tests specified to be performed solely by DTMB State Facilities Administration Design & Construction Division.

## 52.246-2 INSPECTION OF SUPPLIES-FIXED PRICE

Frederick Construction will provide and maintain an inspection system acceptable to the State covering supplies under this contract and will tender to the State for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by Frederick Construction to be in conformity with contract requirements. As part of the system, Frederick Construction will prepare records evidencing all inspections made under the system and the outcome. These records will be kept complete and made available to DTMB State Facilities Administration Design & Construction Division during contract performance and for as long afterwards as the contract requires. The State shall perform its own inspections and test in a manner that will not unduly delay the work. If the State performs inspection or test on the premises of Frederick Construction or subcontractor, Frederick Construction will furnish and will required subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the State shall bear the expense of States inspections or tests made at other than Frederick Construction or subcontractor's premises; provided, that in case of rejection, the State shall not be liable for any reduction in the value of inspection or test samples. Frederick Construction will remove supplies rejected or required to be corrected. Frederick Construction will not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, will disclose the corrective action taken. The State shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Inspections and tests by the State do not relieve Frederick Construction of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance will be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

## INSPECTION OF CONSTRUCTION

Upon award of the contract the State, A&E Firm, CMOA, PQCM, and CS will review the project specifications and create a testing log to be submitted to the State for approval. This will include by bid divisions 1 through 16 and any special considerations that may be project specific. The log will indicate any pre-installation conferences, special testing, third party and material certifications. The PQCM will review the approved log with Frederick Construction's jobsite superintendent and approve for implementation. The Superintendent will thoroughly review and familiarize himself with all project specifications. The PQCM and CS will schedule the pre-installation conferences with the appropriate subcontractors and third party testing company where they will review product data, installation instructions and testing requirements. Minutes of this meeting and a Sign in Sheet must be compiled.

It will be made clear to the testing company's representative that any deficiencies that are discovered must be reported immediately to the subcontractor's foreman and Frederick Construction's CS. The CS will inspect daily work in place and report all observations in his daily log. At the end of the week the CS will compile a testing report and forward it to the PQCM. During the course of construction the CS will request that A & E firm complete rough-in inspections for the following:

1. Soils, if third party testing firm is not required.
2. Underground utilities, domestic, water, fire protection, HVAC duct, hydronics, structural steel, structural framing, insulation, waterproofing and electric conduits.

These inspections must be completed prior to any finish installation that would prevent complete inspection. The CS will document this inspection and forward it to the PQCM for distribution.

## REMEDIAL ACTION

The PM, PQCM, and CS has the authority to stop any process of construction that does not meet project specifications.

The following steps will be enforced:

1.
  - a. Discovered deficiency. Stop work and correct immediately. Documentation of the problem, corrective action and photos will be mandatory.
  - b. Deficiency was corrected but happened again a 2<sup>nd</sup> time i.e. poor workmanship or substandard material. Issue stop work order and call PQCM. PQCM will immediately interview subcontractor's foreman and provide written final warning with the corrective actions required to start work again. Correct work and start again.
  - c. Deficiency was discovered 3<sup>rd</sup> time. Stop work order and call PQCM. The PQCM will notify the CMQA. The CMQA will meet with the subcontractor's owner to discuss possible termination of contract. The subcontractor's foreman will be replaced prior to start work order. Correct work and start again.
  - d. Deficiency was discovered 4<sup>th</sup> time. Issue a stop work order. The CS notifies the PQCM and CMQA. The CMQA will replace the subcontractor.
2. Discovered deficiency and can't identify problem. Issue a stop work order and call PQCM. If corrective action cannot be obtained the PQCM will call the Architect and Engineer firm, a meeting will then be requested. If the deficiency is a result of design error, this will require the Architect/Engineer firm to issue a construction modification. If the deficiency is a result of product or manufacturer errors, a meeting will be requested with the product representative and the Architect/Engineer firm for final resolution. Correct work and issue a start work of all deficiencies and resolutions for distribution. Remember quality workmanship is no accident. Teamwork is vital for a successful project. Verify, document and communicate.

## PHOTOGRAPH REQUIREMENTS

Photographs are required for all jobs and is the responsibility of the CS.

The following photographs are required:

1. All underground
  - a. Storm
  - b. Sanitary
  - c. Fire Protection
  - d. Domestic Water
  - e. Conduit
  - f. Phone Data

2. Footing, form and rebar  
Foundation walls
  - a. CMU reinforcing and grout process
  - b. Concrete forms at reinforcing
  - c. Water stops
3. Concrete Floors
  - a. Vapor barriers
  - b. Reinforcing
  - c. Water stops
4. Structural Steel
  - a. Columns
  - b. Connections
  - c. Metal deck, puddle welds or fasteners
5. Above grade framing or CMU
6. Exterior Wall Systems
  - a. Sheathing
  - b. Vapor barriers
  - c. Insulation
  - d. Flashing
7. All exterior electrical and mechanical rough-ins.

Use commons sense; take pictures that best represent the work in progress.  
Remember someone may look at these pictures at a later date to determine if the pictured item was installed per specifications. Be specific.

## DESIGN QUALITY CONTROL

Design quality control (QA/QC) is accomplished using a three-tiered approach to ensure that the qualitative, value engineering and constructible aspects of design are fully realized. This approach incorporates the tiered involvement and oversight of three critical components; corporate and regional level senior management monitoring, a centralized corporate program of approved quality assurance standards and practices, and decentralized execution and reporting by project design and construction teams. Each component described is individually and collectively responsible for the effective implementation of the Project Quality Control Plan.

Throughout the design process, the Manger of construction, Manager of Cost Estimating, Manager of Purchasing, Project Scheduler, Project Quality Control Manager and Project Superintendent will participate in scheduled in-house periodic drawing and specification progress reviews with the design team. This further optimizes the quality, value engineering and constructible review processes. An important underpinning of the process is the continuous and close working relationship of each principal highlighted above. They reside within a single organization, report to a common senior manager and are continuously evaluated with regard to their capability to work together as "one team".

## DESIGN/PRE-CONSTRUCTION COORDINATION MEETING

The QA/QC process begins with the initial project QCP plan briefing to the design team by the Corporate Manager of Quality Assurance and a Manager of Design and Engineering. The Design/Build Project Manager, Manager of Construction, PACM on-site quality control manager and the Manager of cost Estimating of Purchasing will participate in the briefing. Key subcontractors participating in the design process also attend this briefing or are briefed prior to commencing their portion of design requirements.

## QUALITY CONTROL ORGANIZATION

The Project Quality Control Manager (PQCM) is responsible for all on-site quality assurance functions including inspection, surveillance, and monitoring of construction activities performed by Frederick Construction's personnel, subcontractors and their subcontractors. The PQCM has the authority to stop work for construction activities that do not meet drawing and/or specification requirements or standards of quality workmanship. Frederick Construction's corporate senior-level management will delegate this authority in writing.

## PERSONNEL REQUIREMENTS

### Quality Management Organization

Corporate Manager of Quality Assurance  
Manager of Engineering  
Management for Procurement  
Manager of Construction Operation

The individuals listed above are responsible for setting the overall Quality Management Program guidelines described in the QCP Plan for each phase of design, procurement, and construction. The Corporate Manager of Quality Assurance works closely with the Manager of Engineering, and the Manager of Construction Operations on Quality issues and concerns. The Manager of Engineering has overall responsibility for the administration, maintenance, and implementation of the program and has the organizational freedom to identify quality assurance issues and to ensure solution implementation. Manager of Engineering Throughout the design phase, is responsible for the day-to-day implementation of the program with primary responsibility for:

- Verification of design conformance with applicable codes, standards, and requirements
- Verification that aesthetics, functionally, flexibility, sound transmission, serviceability and security have been considered
- Verification that the documents produced are complete, accurate, and clear

These objectives are achieved through:

- Detailed code analyses and verification of applicability
- Independent calculation and computer checks
- Independent error and omission checks on drawings and specifications
- Redicheck interdisciplinary reviews, including coordination of the building and systems, as a final check of each bid package prior to release for purchasing
- Constructability reviews in conjunction with the Manager of Construction Operations and the Project Superintendent
- Specification of in-process inspection programs for manufactured items
- Establishing inspection and testing criteria for construction
- Review of shop drawings and vendor submittals for compliance with the construction documents

Management of Procurement  
Project Manager is responsible for the day-to-day implementation in the procurement of materials and subcontracts. The buyer/expediter and project superintendent support this position.

Quality management of procurement is:

- Structured pre-qualification of all vendors, manufacturers, and subcontractors
- Preparation of comprehensive contract documents defining project quality criteria
- Subcontractor quality plan submitted for review and approval
- Subcontractor safety plan submitted for review and approval
- Detailed engineering analysis of all bids
- Shop inspections during manufacturing processes

(This activity is usually performed through the corporate Quality Department).

- On-site delivery receiving inspections

- Inspection of secured storage areas at the site
- Verification of certified calibration of all measuring equipment
- Verification of certified welders for structural steel and piping installations

Manager of Construction

Project Manager verifies that established quality requirements are met.

Specific quality management functions performed during construction include:

- Control and distribution of all contract documents
- Preparation of nonconformance reports
- Maintenance of quality verification records
- Preparation of record drawings
- Material receiving, inspection, and storage
- Site and building housekeeping
- On-site safety management
- Control of measuring and testing equipment
- Inspection of work in process for quality for workmanship
- Verification that work in place is protected from the elements
- Control of outside inspections and testing for special site-performed processes such as soil compaction, foundations, concrete placement, reinforcing steel, welding, erection bolting, roofing, paving, etc.
- Start-up of mechanical and electrical equipment

#### PROJECT QUALITY CONTROL MANAGER (PQCM)

The PQCM and/or alternate assigned to the project are qualified inspectors and report to the Corporate Manager of quality Assurance. Responsible for assuring compliance with all contract, drawings and specifications required and all specified inspection requirements issued by the A&E Firm for the project. The PQCM is responsible for coordinating field testing (hydro, leak stack, flushing, NDE welding inspection, etc.) and submits the required reports (soil compaction, cylinder breaks, etc.) and submits the required reports to the A&E and Frederick Construction's design and construction engineers. The PQCM monitors all subcontractor on-site activities to assure compliance with the subcontractor's project Quality control Plan on a daily basis. A quality report will be issued weekly to the A&E and Frederick Construction's project and corporate management identifying the surveillances, non-conformances, and corrected-on-spot items identified during the week. A monthly report is also submitted to the A&E and Frederick Construction's project manager and corporate management summarizing the weekly reports and providing a non-conformance cost report for each subcontractor. This report also benchmarks the construction quality assurance results against industry standards.

#### ORGANIZATIONAL CHANGES

Frederick Construction, Inc. will have the DTMB State Facilities Administration Design & Construction Division approved full time PQCM assigned to the project at all times. The QC Plan and organizational chart will reflect current on-site personnel.

## SUBMITTAL AND DELIVERABLES

The specified DTMB State Facilities Administration Design & Construction Division submittal procedure will be comprehensively followed throughout the execution of this project as the procedure of record for all Submittals. Frederick Construction will provide all required submittals to A&E to include the following listed categories under the SD numbering identification:

- SD – 01 Data
- SD – 04 Drawings
- SD – 06 Instructions
- SD – 07 Schedules
- SD – 08 Statements
- SD – 09 Reports
- SD – 13 Certificates
- SD – 14 Samples
- SD – 18 Records
- SD – 19 Operations and Maintenance

Frederick Construction will be prepared to provide or receive and manage submittals under the following classifications:

- Designer of Record Approved
- Government Approved
- Information Only
- DTMB State Facilities Administration Design & Construction Division Reviewed or “Approved”

### Submittals

- Disapproved Submittals
- Withholding of payment

Frederick Construction will be prepared to provide submittals other than those specified within the specification at the request of A&E or when A&E deems it necessary to adequately express or describe work covered as a part of any respective section of the specification.

The units of weights and measures used on all submittals shall be the same as those used on the contract drawings. Each submittal will be sufficiently completed so as to provide ease of determination for the compliance of contract requirements.

Any proposed deviations from the contract requirements shall be clearly identified. Submittals shall include such items as Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves, test reports, test cylinders, samples, O & M manuals (including parts list), certifications, warranties, and other required submittals. Submittals requiring USPFPO approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work will be picked up and disposed of in accordance with the manufacturer's Material Safety Data Sheets (MSDS), in compliance with existing laws and regulations.

A comprehensive list of all required submittals identified in the specification will be developed. This approved submittal register will serve as a scheduling document for submittals and will be used to control submittal actions throughout the contract period. Updates to the submittal list will be submitted monthly or until all submittals have been completed in accordance with the design firm requirements. When the progress schedule and submittals are revised, they will be submitted for approval.

Scheduled submittals covering component items forming a system or items that are interrelated will be and submitted at the same time. All components and equipment with applicable drawings and certifications will be submitted for approval. A minimum of thirty (30) calendar days (not including mailing time) will be allowed for submittals to be approved by design firm.

A Frederick Construction transmittal form will be used for transmitting both design firm approved and information-only submittals. The specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item will be listed.

To control the quality of purchased material, equipment and services, the Manager of Purchasing or his designee will initiate purchase orders and engineering releases for all major procurement of material, equipment or services being purchased for permanent installation within the project.

Subcontracts and purchase orders for permanently installed items will be reviewed by the project manager, manager of construction, project superintendent and project quality control manager to assure that the following items have been included or referenced by the purchase order:

- Correct project name and number
- Detailed description and/or quantity of the material, equipment, or service required
- Material specifications including references to contract specifications, contract drawings, and applicable standards
- Requirements for certifications, i.e., certified material test reports or certificate of compliance and origin

## TESTING LABORATORIES

Frederick Construction will submit a testing lab to the A&E for approval. The testing lab shall meet all procedures, specifications and contract requirements. For soils, concrete, asphalt, and steel, the testing lab will meet and follow ASTM D 3740 and ASTM E 329.e criteria check for laboratory equipment.

Frederick Construction's PQCM will coordinate all test results between the testing lab and the A&E.

## COMPLETION INSPECTION (Punchlist)

Frederick Construction's Project Quality Control and or each discipline engineering group will perform a punch-out inspection near the end of each engineering group will perform a punch-out inspection near the end of each work phase. These punch-out inspections will be performed and documented in accordance with contract, drawing and specifications requirements.

Deficiencies identified during the punch-out inspection will be documented in accordance with the quality control plan. Re-inspection will be performed upon notification the work is complete. Frederick Construction's PQCM will coordinate and resolve all open items before the facility is deemed complete and ready to be occupied.



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

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: Frederick Construction, Inc.
120. E Prairie St. Suite C
Vicksburg MI 49097

Ryan Collins, Secretary
Authorized Agent Name (print or type)

[Handwritten Signature] 03/06/2020
Authorized Agent Signature & Date

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



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.

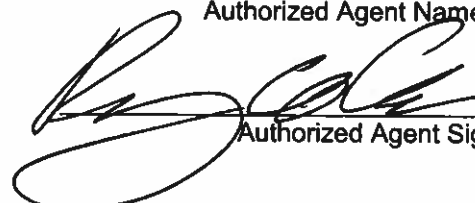
I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

- Bidder qualifies as a Michigan business (provide zip code: \_\_\_\_\_)
- 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: Frederick Construction, Inc.

Ryan Collins, Secretary  
Authorized Agent Name (print or type)

  
03/06/2020  
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  
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)

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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

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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.
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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.



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

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or

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(check all that apply):

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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: 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

3/20/2020

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.
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  - 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:

Peter Basso Associates, Inc.

Authorized Agent Name (print or type)

*Scott A. Garrison*

3/20/2020

Authorized Agent Signature & Date

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



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**

<u>SALARIES:</u>	<u>EQUIPMENT RENTALS:</u>	<u>EMPLOYEE BENEFITS:</u>
Principals (Not Project Related)	Computers	Hospitalization
Clerical/Secretarial	Typewriter	Employer's F.I.C.A. Tax
Technical (Not Project Related)	Bookkeeping	Unemployment Insurance
Temporary Help	Dictating	Federal Unemployment Tax
Technical Training	Printing	Disability
Recruiting Expenses	Furniture and Fixtures	Worker's Compensation
	Instruments	Vacation
		Holidays
<u>OFFICE FACILITIES:</u>	<u>TRAVEL:</u>	Sick Pay
Rents and Related Expenses	All Project-Related Travel*	Medical Payments
Utilities		Pension Funds
Cleaning and Repair		Insurance - Life
	<u>MISCELLANEOUS:</u>	Retirement Plans
<u>SUPPLIES:</u>	Professional Organization Dues for Principals and Employees	
Postage	Licensing Fees	<u>PRINTING AND DUPLICATION:</u>
Drafting Room Supplies		Specifications (other than Contract Bidding Documents)
General Office Supplies	<u>SERVICES (NONPROFESSIONAL):</u>	Drawings (other than Contract Bidding Documents)
Library	Telephone and Telegram	Xerox/Reproduction
Maps and Charts	Messenger Services	Photographs
Magazine Subscriptions		
<u>SERVICES (PROFESSIONAL):</u>	<u>TAXES:</u>	<u>LOSSES:</u>
Accounting	Franchise Taxes	Bad Debts (net)
Legal	Occupancy Tax	Uncollectible Fee
Employment Fees	Unincorporated Business Tax	Thefts (not covered by Project/Contract bond)
Computer Services	Property Tax	Forgeries (not covered by Project/Contract bond)
Research	Single Business Tax	
	Income Tax	
<u>FINANCIAL:</u>	<u>INSURANCE:</u>	
Depreciation	Professional Liability Insurance	
	Flight and Commercial Vehicle	
	Valuable Papers	
	Office Liability	
	Office Theft	
	Premises Insurance	
	Key-Personnel Insurance	

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 \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
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**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
<b>Per Diem</b>	<b>\$87.00</b>	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

**OUT-OF-STATE SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
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**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
<b>Per Diem</b>	<b>\$97.00</b>	
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](http://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's for DB Entity and PSC(s) are required at time of Contract Execution)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2020

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).

<b>PRODUCER</b> Trust Shield Insurance Group 301 N Richardson PO Box 87 Vicksburg MI 49097	<b>CONTACT NAME:</b> zzcommercial lines <b>PHONE (A/C, No, Ext):</b> (269)649-1914 <b>E-MAIL ADDRESS:</b>		<b>FAX (A/C, No):</b> (269) 649-1942
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Frederick Construction INC 120 E Prairie St Ste C Vicksburg MI 49097-1288	<b>INSURER A:</b> Cincinnati Insurance Co		10677
	<b>INSURER B:</b> Safety Natl/ABC		15105
	<b>INSURER C:</b> AmWins Brokerage of the Midwest		52421
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 2019 to 2020

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		EPP 0055278	12/15/2019	12/15/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							CBLIA	\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EBA 0055278	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PRMNC	\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EPP 0055278	12/15/2019	12/15/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	FREDE-C	5/1/2019	4/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<b>Profession/Pollution Liab</b> <b>Crime</b>			PEC0049146 EPP 0055278	1/17/2020 12/15/2019	1/17/2021 12/15/2020	\$3,000,000/\$6,000,000 \$50,000	\$25,000 Retent \$1,000 ded

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

Indefinite Scope Indefinite Delivery Contract #00864 for Design Building Services for Minor Projects. The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds for General and Automotive Liability that includes hired and non-owned automobile coverage. Waiver of Subrogation, except where waiver is prohibited by law.

**CERTIFICATE HOLDER****CANCELLATION**

State of Michigan - DTMB Design and Construction 3111 W 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 Edward Hall/JOY <i>Edward D. Hall</i>
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ACORD 25 (2014/01)

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INS025 (201401)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/25/2020

<b>PRODUCER</b>  <b>DESIGNPRO INSURANCE GROUP</b> <b>P.O. BOX 511106</b> <b>LIVONIA, MI 48151</b> <b>(734) 425-9710</b>	<b>PH: 734-425-9710</b>	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.	
		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b>  <b>G.H. FORBES ASSOCIATES ARCHITECTS, P.C.</b> <b>28000 WOODWARD AVENUE, SUITE #202</b> <b>ROYAL OAK, MI 48067</b>	<b>INSURER A: HANOVER/MASSACHUSETTS BAY INS. CO.</b>		<b>22306</b>
	<b>INSURER B: HANOVER/ALLMERICA FIN BENEFIT INS. CO.</b>		<b>41840</b>
	<b>INSURER C: RLI INSURANCE COMPANY</b>		<b>13056</b>
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES** Serial # 101512

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	#ODB-9001166-10	01-01-20	01-01-21	EACH OCCURRENCE \$ 2,000,000
		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		<b>AUTOMOBILE LIABILITY</b> <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
		BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000				
C		<b>OTHER</b> <b>ARCHTIECTS/ENGINEERS</b> <b>PROFESSIONAL LIABILITY</b>	#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**

PROJECT: ISID CONTRACT #00864 FOR DESIGN BUILD SERVICES FOR MINOR PROJECTS.

THE STATE OF MICHIGAN, ITS DEPARTMENTS, DIVISIONS, AGENCIES, OFFICES, COMMISSIONS, OFFICERS, EMPLOYEES, AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY.

TEN (10) DAYS NOTICE OF CANCELLATION APPLIES FOR NON-PAYMENT OF PREMIUM.

<b>CERTIFICATE HOLDER</b>  STATE OF MICHIGAN DESIGN AND CONSTRUCTION DIVISION ATTN: ANNE WATROS 3111 W. ST. JOSEPH STREET LANSING, MI 48917	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>BE ADVISED BY MAIL</del> <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <del>BY MAIL TO THE INSURER</del> <del>XXXXXX</del> <del>XX</del> <del>XX</del> <del>XX</del> <del>XX</del> AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2020

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).

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

**COVERAGES**

CERTIFICATE NUMBER: 19-20 PL 2/2

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

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

Indefinite Scope Indefinite Delivery Contract # 00864 for Design Build Services fir Minor Projects  
 NAICS Code 541330

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed 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**

watrosa@michigan.gov

State of Michigan  
 311 W. St. Joseph Street  
 P.O. Box 30026  
 Lansing, MI 48909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/KATHRY

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INS025 (201401)

## 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](mailto: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](http://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](http://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](http://www.michigan.gov/lara). The Department of Community Health provides for the health of workers [www.Michigan.gov/dch](http://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](http://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](http://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](http://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](http://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.

