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

Laux Construction, LLC
1018 Hogsback Road
Mason, MI 48854
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. 00865
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:

Laux Construction, LLC — CV0040652

Firm Name — SIGMA Vendor ID Number

Signature — 2/10/20 (Date) — President (Title)

FOR THE STATE OF MICHIGAN:

Director, Department of Technology, Management and Budget — February 18, 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 pay rate.

The DB ENTITY and their Consultant shall provide only one (1) Key Principal (Chief Executive Officer) Personnel from each design discipline to contribute direct services to this Project.

2.7 HOURLY BILLNG 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

DTMB-427 (R 11/16)

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	INDEX NUMBER(S)	PROPOSAL DUE DATE
VARIOUS	VARIOUS	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	TELEPHONE NUMBER
VARIOUS	
DTMB - DCD PROJECT DIRECTOR	**TELEPHONE NUMBER**
Tim Hall	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 REPRESNTATIVE: 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

LAUX CONSTRUCTION

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

PROPOSAL

State of Michigan DTMB

2020

Indefinite-Scope Indefinite-Delivery

for

Minor Project Design-Build Services

- 1018 Hogsback Rd. Mason, MI 48854 -

517.694.0117

chris@lauxconstruction.com

LAUX CONSTRUCTION

2020 Indefinite-Scope Indefinite-Delivery

For Minor Project Design-Build Services

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

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Part 2—Cost

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LAUX CONSTRUCTION

2020 Indefinite-Scope Indefinite-Delivery
For Minor Project Design-Build Services

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Part 1—Technical Proposal

DTMB-427 (R 11/16)

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	INDEX NUMBER(S)	PROPOSAL DUE DATE
VARIOUS	VARIOUS	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	TELEPHONE NUMBER
VARIOUS	
DTMB - DCD PROJECT DIRECTOR	TELEPHONE NUMBER
Tim Hall	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

Part 1—Technical Proposal

II-1: Understanding of Project and Tasks

Outline your experience with governmental or institutional design and construction, particularly as it relates to minor project types including; light framing, drywall, finishes, electrical, mechanical, HVAC and exterior site improvements, typically in occupied buildings. Address programming, schematic design and design development phases, construction documentation and construction inspection. Explain how your firm or project team is the best suited to provide the services requested for these projects and would provide the best value to the State of Michigan for this work.

Both Laux Construction and Bergmann Associates have worked extensively with governmental/public entities, including the State of Michigan DTMB on numerous projects. We understand that each project, while different in scope, involve many of the same types of working conditions, communication line of protocol, and expectations. The ISID method of project delivery is typically utilized due to the time sensitive nature of an assigned project and, therefore, the project must be approached with a sense of urgency from the design-build team. We also understand the sensitive nature of the working conditions of these projects. These projects will, typically, take place in occupied facilities and all due care must be taken to carefully coordinate the work with the building managers and department staff heads in order to maintain a safe and orderly environment for the occupants.

As a result of working on a wide range of projects for the state, both Laux and Bergmann have become very accustomed to the policies and procedures that DTMB adheres to. We understand the relationship between DTMB Design and Construction division, building managers, facility maintenance/operation crews, and the building tenants. And, we have an intimate knowledge of many of the facilities themselves, their staff, and the challenges that may be faced working in each facility.

Laux Construction has, over the past six years, successfully completed several projects within the ISID program and has facilitated an atmosphere of teamwork in which the needs and concerns of the tenant are made a priority and are thoroughly communicated to the design and construction teams. ISID projects involving interior buildouts, carpentry, and related MEP trades have been performed in the Lottery Building, MSP Training Facility, and MSP Forensics Lab. Laux performed civil work under the ISID program at the Library and Historical Museum. And, we performed exterior improvements and electrical upgrades at the Shawono Center in Grayling. We have also recently completed projects of larger scale such as MDOT STOC Office Renovation, GSB Warehouse Office, and GSB Printer MEP Improvements. Each of these projects were completed on time and within budget.

We are very familiar with the management of IDIQ contracts and current hold as prime or are a sub-consultant on 12 IDIQ contracts for the US Army Corps of Engineers. We also hold an IDIQ contract for DTMB 2015 ISID, Central Michigan University, Dart Container Corporation and the National Parks Service. Both Laux Construction and Bergmann Associates held Design-Build ISID contracts with the State through DTMB in 2014. We have had IDIQ contract's going back to the 1980's and have found them to be very successful for both the client and Bergmann Associates.

The key to these contracts is having an overall contract/project manager and also having the right person managing the individual projects. We have the correct staff managing this contract, in Chris Martin at Laux Construction and Alan Goschka, AIA at Bergmann Associates. As the organization shows, we have great depth of staff giving us the ability to assign good project managers to manage the individual work tasks and projects.

Bergmann Associates understands that the State of Michigan DTMB and related projects are public entities. As such, it is important for the DTMB to receive the highest quality product within the allocated budget and timeframe. To this end, our approach is always to meet the specified budget and project schedule and to exceed the expectations of our clients in the work which we produce. We believe in a collaborative approach with our clients and with our in-house team. Our team members do not see themselves as individuals, but as part of the overall project team working for the DTMB to meet the goals of this project.

Laux Construction and Bergmann Associates have worked together for numerous years and have successfully completed several design-bid-build projects including renovations to the St Luke Lutheran Church – new multi-purpose meeting space, youth room and music room, and the Michigan Beer and Wine Wholesalers Association - renovations to the new conference center. Through these projects the two companies have created a mutual working relationship that has led to teaming on several design-build projects, including, Michigan State University – New Scene Shop and the Williamston DPW – Main Facility and new Cold Storage Building.

The Bergmann Associates project manager has also completed other design-build projects including a 30,000 square foot addition and renovation of an existing 9,000 square foot administration office facility for the Rochester Genesee Regional Transportation Authority, an 80,000 square foot downtown redevelopment project for new administration offices for Windstream and a 65,000 square foot new headquarters for Gannett. The design-build concept is becoming more prevalent in the industry and Laux Construction and Bergmann Associates, both feel that early collaboration in the design of a project lends itself to a better understanding by all parties involved and creates a better and cost effective finished project for the Owner.

Programming and Master Planning: The Bergmann project team has worked on numerous governmental projects requiring programming and master planning services which include several DTMB projects. Bergmann's Project Manager worked with the Department of Information and Technology to develop a program and master plan for an expansion of the existing LSHC Data Center which consisted of assessing the existing facility, program development for internal DIT departments, creating schematic layouts for additions and renovations to the existing facility, project cost estimating for the renovations along with cost estimating for a new facility based upon the developed program. Bergmann also worked with the DTMB and the Michigan State Police to create a report which documented departmental program requirements for the State Emergency Operations Center, the Network Communications Center and Michigan Intelligence Operations Center. Each department was interviewed, existing spaces recorded and future needs discussed. The final report then depicted the required number and sizes of offices, conference room needs, number and sizes of work stations, file storage and adjacencies requirements. The Bergmann team also worked with DTMB and DBI creating new office layouts for the Lewis Cass Building, Constitution Hall and the Stevens T Mason Building.

Schematic Design and Design Development: Bergmann has taken programs created by governmental agencies and developed schematic plan layouts which have then progressed into design development opportunities. The project team continued to work with DTMB and DIT on the expansion of the LSHC Data Center developing several optional layouts based upon the developed program and adjacency requirements. Through the schematic design process departmental needs changed and where reorganized which required several schematic design revisions to be developed.

Once a schematic layout was approved the project commenced into design development to identify specific program requirements and work them into layout. The project manager has also worked in conjunction with DBI on utilizing DNR and DEQ programs to develop departmental layouts for Constitution Hall and ORS, MIOSHA and DIFS programs to develop departmental layouts for the Stevens T Mason Building renovations.

Construction Documentation: The Bergmann project team is very familiar with DTMB processes, meeting requirements and documentation. Full construction drawings and project specifications were created for the LSHC Data Center, Lewis Cass building renovations, MDOT Jackson office expansion, Constitution Hall restacking, the Stevens T. Mason Building renovations and are currently working on drawings for the Jackson Building renovations. The key to success during this phase is to continue to conduct design work sessions on a regular basis with the team members including the DTMB representatives to keep all team members involved and fully award of design decisions.

Construction Administration: Bergmann Associates believes that providing professional services into the construction phase of all projects is a vital and required part of every project. Maintaining consistency with the project team throughout a project also allows the knowledge of why decisions were made early in the design to be carried through the completion of the project. The Bergmann Project Manager provided construction administration services with DTMB on the renovations to the Lewis Cass 1st and 2nd floor renovations, the Jackson MDOT office, the DIT LSHC Data Center expansion, Constitution Hall, Stevens T. Mason Building renovations and is currently working on the DIT LSHC Scenario 3 electrical upgrades and security fence. Bergmann has worked with the required DTMB construction administration documentation in attending weekly project review meetings, site visit reports, responding to contractor requests for information, issuing change orders, reviewing payment requests and project punch list and closeout. The Bergmann Project Team completes several hundred projects a year which has provided the team with a wealth of knowledge of issues to be addressed while projects are under construction.

2020 Indefinite-Scope Indefinite-Delivery
For Minor Project Design-Build Services

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Part 1—Technical Proposal
II-2: Personnel

PERSONNEL		*TASKS, ASSIGNMENTS, RESPONSIBILITIES*
Chris Martin Laux Construction		Director of Project Management and Estimating—First point of contact for the State of Michigan DTMB Project Manager and key reps for the project. Will review the goals of each project and will assign project to a Laux Project Manager to oversee the design and construction process.
Brian Stiebe Brandon Garred Laux Construction		Project managers that would be assigned to the project and would be the primary point of contact from design phase through the construction process. Would be responsible for facilitating design, establishing a budget/estimating project costs, building a construction team, developing a project schedule, manage the construction process, and close out the project.
Mick Sowle / Greg Post / Patrick Groom / Joe Eifert / Tim Warfle Scott Brown Laux Construction		Construction Superintendents that would be responsible for daily construction operations on the project site, day-to-day scheduling, safety, quality control, and safety.
Alan Goschka, AIA Bergmann Associates		Overall Bergmann Department Manager. Lead Architect responsibilities include coordinating project design team tasks and workload, coordination of all engineering disciplines, and managing project deliverables.
Tom Reder, AIA, LEED-AP BD+C Bergmann Associates		Lead QA/QC, responsible to coordinate all QA/QC review tasks with team. Responsible for coordinating LEED Certification requirements if necessary.
Paul Furtaw, PE Bergmann Associates		Lead Civil Engineer responsible for all site/civil engineering aspects, including site utilities, grading and landscaping design.
Kira Tennes, PE Bergmann Associates		Lead Structural Engineer responsibilities include structural analysis, engineering, system design and coordination.
Louis Hill, PE Bergmann Associates		Lead Mechanical Engineer responsibilities include mechanical and plumbing system design and coordination.
Angela Robinson, PE Bergmann Associates		Lead Electrical Engineer responsibilities include electrical design and coordination.

CHRIS MARTIN—Laux Construction Director of Project Management and Estimating

Mr. Martin has worked with Laux Construction for over 18 years and has successfully managed several projects with the State of Michigan, including: Parnall Correctional Vocational Village Phase 1, Grand Tower AHU Replacement and Phase II HVAC, Constitution Hall Entrances, Austin Building Restroom Renovations, Jackson State Office Building HVAC Upgrades, and Geagley Lab Roofing and Insulation Upgrades He has also managed all of the ISID projects that were assigned to Laux Construction over the past three years, including Lottery Building First Floor Conference Room, MSP Training Academy Firing Range HVAC Improvements, Shawono Center Exterior Upgrades, Generator Back up, and Ropes Course, Historical Center Pine St. Parking Rain Garden, MSP Forensics Lab Dampers, MSP Firing Range Backstop Repairs, and State Laboratory Security Upgrades.

BRIAN STIEBE—Laux Construction Project Manager

Mr. Stiebe has worked in the engineering industry, specializing in structural engineering, for several years prior to joining Laux Construction in 2014. Brian brings a great understanding of the design-build process and has successfully managed projects from the design phase through construction for the City of Williamston along with other private sector projects. Brian has also gained a thorough understanding of working with the State of Michigan on projects such as Historical Center Rotunda Renovations, USPFO Warehouse, and Joint Forces Force Protection.

BRANDON GARRED—Laux Construction Project Manager

Mr. Garred has played a vital role at Laux Construction managing commercial projects over his 12+ year career at Laux Construction. Brandon has managed projects for the State of Michigan such as Grand Ledge Aviation HVAC upgrades, State Surplus Renovations, GSB Roof Access, and JFSC Pathway. Brandon has also managed the majority of projects that Laux has under contract at Michigan State University. These have had a wide range of scopes…HVAC, civil, and architectural. He has been able to successfully lead his construction teams at MSU and meet, and exceed, their high standards of excellence.

LAUX CONSTRUCTION SUPERINTENDENTS

Laux has several superintendents that have experience overseeing the day-to-day activities of each of Laux Construction's projects. Each superintendent brings a high degree of understanding of the construction process, including the technical components, methods, critical path scheduling, and quality control. They have also been trained in the specific procedures required by DTMB with an emphasis on consistent and constant communication with all parties involved in the process.

ALAN B. GOSCHKA, AIA – Project Manager and Lead Project Architect

Mr. Goschka is a licensed Architect with 22 years of experience in architecture and has extensive experience working with municipal, institutional and educational clients. Mr. Goschka has worked on numerous State of Michigan projects. Some of those projects would include Project Architect for the Constitution Hall restacking and Steven T Mason Building Renovations design build project in conjunction with CSM Group and HBC Contracting, the programming, master planning and budgeting for a proposed new State of Michigan Data Center, multiple studies and budgeting for several Michigan State Police functions including a State Emergency Operations Center, several upgrade projects to the existing State Data Center including a new Emergency Command Center and office renovations and new cafeteria in the Lewis Cass building. Along with client relationships, Mr. Goschka has built mutual working relationships with many prominent local building and construction contractors.

THOMAS R. REDER, AIA, LEED-AP BD+C – Lead Quality Assurance/Quality Control

Mr. Reder is a licensed Architect with 26 years experience in project management, report writing, guideline development, project scheduling & staff allocation, constructability analysis, early concept design analysis, structural analysis, project support, and development and maintenance of design and construction documentation. Tom will be responsible for reviewing all programming and design aspects on this project for completeness, coordination, and constructability. Tom will thoroughly review the program and schematic design plans, specifications, and other pertinent information for each submittal and will report directly to Alan with any issues or concerns.

PAUL FURTAW, PE – Lead Civil Engineer

Mr. Furtaw has over 17 years of experience working on both locally administered federal aid municipal projects and commercial projects, providing a full range of services including programming, design, and construction administration services. With respect to Civil/Site Sustainability, Paul has recently been involved in or is currently involved in three projects that have obtained or is on target to obtain a LEED Silver or Gold Certification, and has been responsible for supplying supporting documentation required for LEED Certification. Elements of Paul's projects include alternate paving materials, storm water management facilities, and reduction in site impervious area.

Kira Tennes, PE – Lead Structural Engineer

Kira has more than 10 years of experience in the structural engineering field and has had experience with unique structures.

LOUIS HILL, PE – Lead Mechanical Engineer

Mr. Hill has 25 years of mechanical engineering experience working for many research, industrial, healthcare and pharmaceutical clients. He has also performed energy studies and assessments. His experience includes design and construction services for HVAC, ventilation, piping, plumbing, medical gases and fire protection systems for various clients. His designs incorporated energy reclaim wheels, achieved LEED certified recognition for sustainable systems, storm water reclamation and ground exchange systems to reduce energy and water consumption of the buildings.

ANGELA ROBINSON, PE – Lead Electrical Engineer

Angela's career includes many areas of expertise over the years that have also encompassed different businesses. She is proficient in engineering lighting, power, and low voltage systems for offices, K-12 education, higher education, religious, healthcare, warehouses, restaurants, prisons, high rise buildings, malls, apartment buildings, and industrial plants. Angela has also engineered numerous Data Centers that have included rack and cable tray layouts, Uninterruptable Power System sizing, and generator sizing. Also in her abilities is Medium Voltage design for campus infrastructures. She has also worked on many Arc Flash studies and worked with owners on reducing Arc Flash risk for their facility. In more recent years, Angela has been involved in working with owners on ways to reduce their energy usage and implementing strategies to achieve these concepts within a 2 - 3 year payback.

Staff Resume

Christopher Martin

Director of Project Management And Estimating

2001-Present	Laux Construction
1997-2001	Pella Window and Doors—Sales Representative
1995-1996	William D. Ford Vocational School—Westland, MI Building Trades
1995-1996	Henry Ford Community College—Dearborn, MI Architecture/Construction Technologies

Prior to joining Laux Construction in 2001, Chris worked with Pella Windows and Doors as a sales specialist, trim carpenter in the metro-Detroit area, and completed a building trades program from William D. Ford Technical School. Over the past 12 years, Chris has managed several successful projects for the State of Michigan, Michigan State University, Lansing Community College, Ingham County, and the City of Lansing along with several private-sector projects.
Chris Martin's responsibilities include supervision and oversight of the Estimating and Project Management Departments

Project Experience

State of Michigan

- Parnall Correctional Vocational Village
- Grand Tower AHU Replacement
- Grand Tower HVAC Phase II (VAV Replacement)
- Energy Center Access Platforms
- St. Louis Correctional Door Replacement
- Geagley Lab Elevator, Insulation, Roofing, and Joint Sealants
- Jackson State Office Building HVAC Upgrades
- Joint Operations Sump Pumps
- State Library and Historical Center Restroom Renovations
- Romney Building HVAC Upgrades
- Romney Building Break Rooms
- Constitution Hall Entrances
- Cass Building Stairwell Pressurization
- Cass Building Basement Cafeteria
- Austin Building Bathroom Renovations
- MDOT Paint Booth
- MDOT Maintenance Garage—Brighton
- MSP 1st Dist. HQ Cold Storage Building (Design-Build)
- JSOB Office Renovations
- SOM Austin Building 4th Floor Renovations

ISID Project Experience

- Lottery Building First Floor Conference Room Buildout
- State Lab Security Upgrades
- MSP Training Academy Firing Range Ventilation Upgrades
- MSP Training Academy Backstop Repairs
- MSP Forensics Lab Damper Replacement
- Shawono Center Exterior Building Improvements, Generator, and Ropes Course
- Pine St. Parking Lot Rain Garden Repairs
- Parnall Correctional Paving
- JOC Water Intrusion Repairs
- MDOT STOC Office Build Out
- GSB Warehouse Office Renovations
- GSB Printer MEP
- MSPHQ Entrances
- VTS Entrances/Windows
- MSP Forensic Lab Insulation
- MSP Forensic Lab Break Room
- MSPTA Lobby Renovations
- St. Louis CF HVAC
- Vietnam Memorial Lettering/Signage
- Parnall CF Dorm Ceiling Repairs
- Ricks Road Improvements
- MSPHQ Stairwell Depressurization and Dehumidification

Staff Resume

Brian Stiebe

Project Manager/Estimator

2013-Present	Laux Construction
1997-2013	Capital Consultants (C2AE)
1989-1994	Michigan Technological University Bachelor of Science Degree, Civil Engineering

Brian joined the Laux Construction team in April of 2013. He was previously employed for 16 years at C2AE (formerly Capital Consultants) as a structural engineer. Brian has brought his engineering and design experience to help Laux Construction grow as a leader in the design/build market. His responsibilities include preconstruction budgeting, value engineering, material selection, develop schematic designs, coordinate with architects and engineers during development of construction drawings, estimating, and project management.

Project Experience

State of Michigan

- State Library and Historical Center Rotunda Replacement
- USPFO Warehouse
- Joint Forces Force Protection

Design-Build / Construction Management

- City of Williamston
  - Police Station
  - DPW Offices and Garage
- Michigan Orthopedics—Office Suite Renovation
- Lonier Dentistry—Office Renovation
- Old Nation Brew Pub
- Doberman Technologies Office Renovation
- District 5 Trampoline Park
- Lotsa Pizza Restaurant
- Bethel 7th Day Adventist Church Renovation.
- LARA Medical Marijuana Licensing Office (Phase 1 & 2)
- Unemployment Office-Lansing
- Shaheen Cadillac

Staff Resume

Brandon Garred

Project Manager

2007-Present Laux Construction

2004-2008 Lansing Community College

Brandon joined Laux Construction in 2007 has a project estimator. In 2009 he was promoted to a project manager. He has ten years of experience in all phases of residential and commercial construction projects. Brandon has strong leadership and communication skills with a reputation of creative problem solving and team building. A few of his key skills include the following:

- Project scheduling and facilitation
- Project estimating
- Project accounting
- Submittal review
- Quality control / management
- Subcontractor relations
- Communication

Project Experience

State of Michigan

- State Surplus Building Renovations
- GSB Roof Access
- Lewis Cass Building Fall Protection
- JFSC Pathway
- Romney Elevators
- HVWCF Food Service Floor
- Cotton CF Wheelchair Ramps
- Roll Up Door Replacement (Multiple Buildings-Lansing)
- Library/Historical Center Parking Lot Gates

ISID Projects

- WHVCF Fieldhouse Floor
- WHVCF Healthcare Roof Repairs
- Hannah-Ottawa Parking Ramp Landings Replacement
- Con Hall Wall Repairs

Michigan State University

- Scene Shop—Design Build Project (new building)
- Berkowitz—Men's Basketball Offices Renovations
- Berkowitz—Women's Basketball Offices Renovations
- Children's Garden—Restroom Facility
- Computer Center—HVAC Expansion in Data Center
- Duffy Daugherty Building—Gatorade Bar
- International Center—Renovaion to Suite 110
- Kellogg Center—Room Renovations
- Munn Field—Football Practice Field
- Music School—Parking Lot
- Spartan Stadium—Perimeter Heat Energy Improvments

Other

- Dimondale—Island Park Improvements
- East Lansing—Valley Court Park Improvements
- EATRAN—Addition and Renovation
- East Lansing Library—Interior Renovations
- Grand Ledge Library—Addition and Renovations
- Lansing School District—Hill Center Pool Renovations
- Lansing School District—Food Service
- Dewitt Library—Interior Renovations
- Williamston—Old Nation Brewery
- Michigan Virtual—New Office Building
- Fenner Nature Center—Design Build

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Alan Goschka, AIA

DEPARTMENT MANAGER

Mr. Goschka has 22 years of experience in the profession of Architecture. He has been responsible for the management of multiple projects in various stages of design and construction, as well as all aspects of a project from submitting proposals to writing contracts, producing construction documents, issuing bulletins and change orders to project closeout. Projects include new commercial and institutional buildings, along with small and large building renovation projects. He is responsible for thirteen staff assigning work, managing their time and professional development.

EXPERIENCE:

Total: 22 Years
Bergmann: 9 Years

EDUCATION

- Master of Architecture
- MS, Engineering University of Michigan 1995
- BS, Architecture Lawrence Technological University 1992

LICENSES

- Michigan
- Colorado
- Missouri
- New York
- Wyoming

CERTIFICATION

National Council for Architectural Registration Boards

PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- American Society for Healthcare Engineering

Project Experience

State of Michigan / Governmental Agencies

State of Michigan | MDOT Construction & Technology Building | Lansing, MI | Project Manager. Bergmann is currently providing professional services to the State of Michigan Department of Technology and Management for program analysis, schematic design, construction documents and construction administration services for the renovation of the MDOT Construction and Technology building located at the State Secondary Complex in Dimondale, Michigan. 2019

State of Michigan | Austin Building Partial 4th Floor Renovations | Lansing, MI | Project Manager. Bergmann is currently providing professional services to the State of Michigan Department of Technology and Management for program analysis, schematic design, construction documents and construction administration services. Project included complete facility fire alarm upgrade and HVAC control upgrades. 2019

State of Michigan | Jackson State Office Building | Jackson, MI | Project Manager. Project was renovations to a 4 story, 80,000 sq ft office building. Construction commenced during the night to allow total occupancy for staff during normal business hours. The project was completed in eight phases and included new toilet rooms, conference rooms, finishes and mechanical distribution and lighting replacement.

State of Michigan | Lewis Cass Bldg. | Lansing, MI | Project Architect. Project was 40,000 sq ft of three phased office renovations to the first and second floors, to include the DMB Directors office. Renovations for a new and expanded cafeteria including kitchen, storage, seating area, conference area and Staff office break area. 2010

State of Michigan | ADA Audit | Lansing, MI | Project Manager. Develop and conduct an Americans with Disabilities Act survey program. The purpose of the program is to document areas that are not compliant with the 2010 requirements in 46 DTMB owned facilities. The project includes development of a database and custom web based application by Bergmann for use by State personnel. 2013

State of Michigan | Michigan State Police Emergency and Hazardous Materials Training Facility | Dimondale, MI | Project Manager. The project was a master plan development for the facility which included an initial facility assessment (architectural, mechanical and electrical systems), schematic layouts for an addition to include conferencing rooms, toilets and office area along with interior renovations. A preliminary budget cost estimate was developed to assist MSP in securing funding for the project.

State of Michigan | Constitution Hall & Mason Bldg. | Lansing, MI | Project Manager. Re-stacking of 500,000 square feet at Constitution Hall and re-stacking and renovations of 235,000 at Mason Building. 2013

State of Michigan | DIT Data Center | Dimondale, MI | Project Manager. 9,000 square foot expansion of the State Data Center control functions including a new Emergency Command Center Operations control room. 2011

State of Michigan | State Emergency Operations Center | Lansing, MI | Project Architect. Lead designer for developing, schematic design options and budgeting for relocation of the existing center at the State Police Training Academy. 2009

State of Michigan | Michigan State Police | Lansing, MI | Project Architect. Lead designer for developing departmental program requirements for the NCC and MIOC, schematic design options and budgeting for relocation of the existing departments. 2009

State of Michigan | Data Center | Lansing, MI | Project Architect. Electrical system upgrades to achieve N+1 certification and addition. 2008

State of Michigan | Data Center Study | Lansing, MI | Project Architect. Existing facility study and master planning for new data center which included an assessment of the existing facility, schematic options and budgeting for renovation of the existing facility and a schematic option and budgeting for a new facility. 2008

State of Michigan | MDOT Jackson | Jackson, MI | Project Architect. 3,500 sq ft addition and interior renovations to the existing MDOT Field Operations facility. 2008

Community Mental Health Authority | Lansing, MI | Project Manager. Project started with programming and evaluation of departments and master planning the facility. Design of a 39,200 sq ft addition to the existing 75,000 sq ft facility which included renovations while the facility was occupied. Design included new Pharmacy, security/welcome desk, waiting area, client service suites and office suites. 2018

Community Mental Health Authority | Various Projects | Lansing, MI | Project Architect

- Willoughby Road Group Home – six (6) bedroom facility
- Charter House elevator addition and interior renovations
- Cherry Street elevator addition and entrance to historic building
- Campus storage facility

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ARCHITECTS ENGINEERS PLANNERS

Thomas Reder, AIA, LEED AP, BD+C

PRINCIPAL

Mr. Reder is a licensed Architect with 30 years of experience in project management, report writing, guideline development, project scheduling & staff allocation, constructability analysis, early concept design analysis, structural analysis, project support, and development and maintenance of design and construction documentation. Tom provides innovative and practical design solutions for commercial, institutional, medical, industrial and custom residential building design. He also has an extensive background in construction and design-build.

Mr. Reder's responsibilities include the supervision and management of design and production. As part of a multi-disciplinary design firm, he works closely with civil, structural, and survey departments, along with mechanical, electrical, and other specialty consultants to ensure every facet of design and construction meets or surpasses client expectations.

EXPERIENCE:

Total: 27 Years
Bergmann: 9 Years

EDUCATION

- Bachelor of Architecture, Lawrence Technological University, 1990
- BS, Architecture, Lawrence Technological University, 1989
- AAS, Architecture, Ferris State College, 1985

LICENSES

- Michigan
- Arkansas
- Connecticut
- Georgia
- Georgia
- Illinois
- Kentucky
- Mississippi
- New York
- Ohio
- Pennsylvania
- Texas
- Virginia
- West Virginia
- Wyoming
- Arizona
- Colorado
- Florida
- Hawaii
- Hawaii
- Indiana
- Louisiana
- Nebraska
- North Carolina
- Oklahoma
- Tennessee
- Utah
- Washington
- Wisconsin

CERTIFICATION

LEED-AP BD+C Accredited Professional

PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- National Council of Architectural Registration Boards, International Code Council Member
- United States Green Building Council

Project Experience

Meijer | Site Adapt Architect | Various Locations | Project Manager & Architect. Multiple New 192,000 sf stores in Michigan and Indiana. Swartz Creek, MI – Alma, MI – Acme, MI – Plainfield, IN – Whitestown, IN, Alpena, MI – Manistee, MI. Projects designed to site specific adaptation to prototypical standards.

Looking Glass Child Development Center | New Buildings | DeWitt and Grand Ledge, MI | Project Manager & Architect. This program involved the design and construction of two Child Daycare Facility's offering Daycare from 6 weeks to 48 months. The approximate 10,000 sf facilities were completed in 2017 and 2018.

Grand Ledge Medical Center Phase I, II & III | New Medical Building | Grand Ledge, MI | Project Manager & Architect. This project involved the design and construction of a new Medical Center combining two competing Hospitals with several private practitioners into a single medical complex. The 36,000 sf Medical Center offers Urgent Care, Diagnostics, Family Medicine and several specialty's. Phase III completed 2019.

DNR Regional Office Facility | Office Bldg. | Perry, MI | Project Manager. 16,000 sq. ft. of office building.

Okemos Pointe "Elevations" | Multi-Family | Okemos, MI | Project Manager & Architect. This project will be constructed in 3 phases. Phase 1 complete in 2018. Phase II, projected completion in 2020. Phase I included 7 (3) story apartment building and a single (3) story mixed use retail building. Phase II includes 3 (3) story apartment buildings and a single (4) mixed use retail building with amenities and an extensive pool facility.

Michigan State University | Multiple Renovation Projects | East Lansing, MI | Senior Architect. Various sq. ft. projects of interior renovations, including special attention to abatement and coordination with hazardous material removal specialists. 1996-2009

Looking Glass Child Development Center | New Buildings | DeWitt and Grand Ledge, MI | Project Manager & Architect. This program involved the design and construction of two Child Daycare Facility's offering Daycare from 6 weeks to 48 months. The approximate 10,000 sf facilities were completed in 2017 and 2018.

Okemos Pointe "Elevations" | Multi-Family | Okemos, MI | Project Manager & Architect. This project will be constructed in 3 phases. Phase 1 complete in 2018. Phase II, projected completion in 2020. Phase I included 7 (3) story apartment building and a single (3) story mixed use retail building. Phase II includes 3 (3) story apartment buildings and a single (4) mixed use retail building with amenities and an extensive pool facility.

Owens-Illinois Innovation Center | Manufacturing | Perrysburg, OH | Project Manager. 22,000 sq. ft. R&D Facility for Glass Manufacturing. Facility design was based around a 20 ton Glass Furnace. Pre-engineered Metal Building with 3 level office space, control room, batch house and testing lab. Project was completed Design/Build from initial programming to final occupancy in 15 months. 2012 - 2013

Griffin Beverage Warehouse | Warehouse/Distribution | St. Ignace, MI | Principal Architect. 22,000 sq. ft. of warehouse/distribution center and office building. LEED -designed to meet certification standards. 3-D BIM (Revit). 2008

Dart Container Corporation | Warehouse Facility | Lithonia, GA | Project Manager. 347,009 sq. ft. 2 story warehouse building with office areas. Conventionally framed construction was used. Additionally, this project posed unique site constraints and structural design. 2006

Dart Container Corporation | Warehouse Facility | House Cave, KY | Project Manager. 363,590 sq. ft. of manufacturing and warehouse with office area and underground tunnel. Conventionally framed construction was used. 2007

Dart Container Corporation | Multiple Facilities | Waxahachie, TX | Project Architect. 495,026 sq. ft. of warehouse with office area, 207,895 sq. ft. of warehouse addition with office area, 143,317 sq. ft. of warehouse addition with office area, 10,800 sq. ft of truck maintenance building addition and wash bay and 1,080 sq. ft. of pre-engineered metal fuel dispensing building. 2002 - 2008

Dart Polymers Inc. | Multiple Facilities Additions | Owensboro, KY | Principle-In-Charge. 5,979 sq. ft. of reactor addition and 9,541 sq. ft. of impregnation addition. Process facility for the production of polystyrene bead. This project included special care and consideration for multiple 50,000 gal reactor drums and 250,000 gal batch out tanks which can potentially produce a hazardous gas. The impregnation facility for the chemical process related to the production of the polystyrene beads. Conventionally framed construction was used. 2007

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Louis Hill, PE, CDP

REGIONAL MECHANICAL ENGINEERING DISCIPLINE MANAGER

Mr. Hill has 26 years of mechanical engineering experience working for many research, industrial, healthcare and pharmaceutical clients. He has also performed energy studies and assessments. His experience includes design and construction services for HVAC, ventilation, piping, plumbing, medical
gases and fire protection systems for various clients.

EXPERIENCE:

Total: 26 Years
Bergmann: 3 Years

EDUCATION

- BS Mechanical Engineering
  University of Michigan 1995

LICENSES

- Michigan
- Alabama
- Colorado
- Connecticut
- Illinois
- Massachusetts
- Missouri
- Nebraska
- New Hampshire
- New Jersey
- North Carolina
- North Dakota
- Ohio
- South Dakota
- Texas
- Utah
- Vermont
- Indiana
- Iowa
- Oregon

PROFESSIONAL AFFILIATIONS

- ASHRAE
- ASPE
- MSPE
- MiSHE

Project Experience

State of Michigan | MDOT Construction & Technology Bldg. | Lansing, MI | Lead Mechanical Engineer. 80,000 sf, Bergmann is currently analyzing data from information and research gathered for a study report for renovations to offices, toilet and break areas at MDOT's Construction and Technology Building. HVAC will be analyzed during design development due to the increase in staffing for the facility and also address any necessary energy codes.

General Motors Headquarters | Renaissance High-Rise Building Renovations | Detroit, MI | Mechanical Engineer. 20,000 sf, Responsibilities included calculations to design the HVAC, Plumbing and Fire Protection system design for a renovation of the top two floors of a 28 story building. Heating and cooling load calculations were prepared for the building using an industry standard program. Building codes were incorporated to determine ventilation and plumbing fixture requirements for the building occupants. Building codes were also used to determine Fire Protection system requirements. High-Rise building pressurization stack effect was incorporated in the Ventilation design.

McLaren Central Michigan Hospital | ED Addition | Mt. Pleasant, MI | Lead Mechanical Engineer. 20,000 sf, Responsibilities included calculations to design HVAC, Plumbing, Medical Gases and Fire Protection design for a hospital emergency department addition. Emergency department addition included exam rooms, trauma and Isolation rooms, offices and support spaces. Building codes were incorporated to determine ventilation and plumbing fixture requirements for the building occupants. Health care standards were also used to determine air change rate, filtration and temperature requirements. Heating and cooling design incorporated energy reclaim wheels for pre conditioning outside air.

Priority Health Headquarters | Data Center | Grand Rapids, MI | Mechanical Engineer. 60,000 sf, Responsibilities included calculations to design the HVAC, Plumbing and Fire Protection system design for a Data Center renovation. Heating and cooling load calculations were prepared for the building using an industry standard program. Building codes were incorporated to determine ventilation and plumbing fixture requirements for the building occupants. Building codes were also used to determine Fire Protection system requirements. Fire Protection system consisted of a Pre-Action and FM 200 type system to protect equipment.

Michigan State University | New Recycling Center | East Lansing, MI | Lead Mechanical Engineer. 75,000 sf Responsibilities included calculations to design the HVAC, Plumbing and Fire Protection system design for a recycling center building. Heating and cooling load calculations were prepared for the building using an industry standard program. Building codes were incorporated to determine ventilation and plumbing fixture requirements for the building occupants. Building codes were also used to determine Fire Protection system requirements. The building design achieved LEED silver recognition for sustainable system design. The toilet exhaust system energy was reclaimed to pre-treat ventilation system. A storm water reclamation system was designed for water closet flushing and floor washing systems.

Grand Rapids Art Museum | Energy Audit ASHRAE Level II | Grand Rapids, MI | Senior Energy Engineer. Energy audit at the Grand Rapids Art Museum facility. The building is 125,000 sf encompassing multiple levels of galleries, administration, hospitality, and retail, plus a lower level parking, mechanical and facilities office. The energy audit consisted of heating, ventilation and air conditioning (HVAC) systems. The HVAC system consisted of air-cooled chiller/condenser units, steel and copper hydronic piping, custom energy recover and dehumidification air handling units. Energy audit previous energy benchmarks, behavior operations, maintenance improvements (BOMI) and energy conservation measures (ECM)

Franklin Energy | School Energy Audit | various locations, MI | Senior Energy Engineer. Energy audit at various K-12 schools to facilitate improvements for Consumers Energy Customers for the building performance with Energy Star Pilot Program. The program consisted of energy assessments by operator interviews and building system survey. The program also consisted of providing facility improvement measures (FIM) to reduce energy usage for the facility.

Marine Bachelor Enlisted Quarters | New Barracks | Camp Lejuene, NC | Lead Mechanical Engineer. 210,000 sf**,** Responsibilities included calculations to design the HVAC and Plumbing design for a BEQ at a military base. Heating and cooling load calculations were prepared for the building using an industry standard program. Building codes were incorporated to determine ventilation and plumbing fixture requirements for the building occupants. Military and building codes were also used to determine Fire Protection system requirements. The building design achieved LEED Gold recognition for sustainable system design. The toilet exhaust system energy was reclaimed to pre-treat ventilation system. A ground exchange system was used for heating and cooling with a heat pump system to reduce energy consumption of the building.

Mary Free Bed YMCA | New Fitness Center | Grand Rapids, MI | Lead Mechanical Engineer. 120,000 sf, Responsibilities included calculations to design HVAC, plumbing and fire protection system design for a multipurpose fitness center. Heating and cooling load calculations were prepared for the building using an industry standard program. Building codes were incorporated to determine ventilation and plumbing fixture requirements for the building occupants. Building codes were also used to determine Fire Protection system requirements. The building design achieved LEED certified recognition for sustainable system design.

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ARCHITECTS ENGINEERS PLANNERS

Angela Robinson, PE

DISCIPLINE LEADER

Angela's career includes many areas of expertise over the years that have also encompassed different businesses. She is proficient in engineering lighting, power, and low voltage systems for offices, K-12 education, higher education, religious, healthcare, warehouses, restaurants, prisons, high rise buildings, malls, apartment buildings, and industrial plants. Ms. Robinson has also engineered numerous Data Centers that have included rack and cable tray layouts, Uninterruptable Power System sizing, and generator sizing. Also in her abilities is Medium Voltage design for campus infrastructures. She has also worked on many Arc Flash studies and worked with owners on reducing Arc Flash risk for their facility. In more recent years, Ms. Robinson has been involved with working with owners on ways to reduce their energy usage and implementing strategies to achieve these concepts within a 2 to 3 year payback.

EXPERIENCE:

Total: 25 Years
Bergmann: 4 Years

EDUCATION

- BSEE, Electrical Engineering, Michigan State University, 2002
- BMUE, Music Engineering, University of Miami, Florida, 1993

LICENSES

- Michigan
- Arizona
- Hawaii
- Illinois
- Kentucky
- Missouri
- Ohio
- Texas
- Wyoming
- Oregon

PROFESSIONAL AFFILIATIONS

- Michigan Society of Professional Engineers
- National Society of Professional Engineers
- Illuminating Engineering Society

Project Experience

State of Michigan | Stephen T. Mason Bldg. | Lansing, MI | Electrical Engineer. Project consisted of a complete interior demolition and remodel of an existing high rise building. The project was designed with the intention for LEED Silver certification. The project was phased into two projects – demolition / core infrastructure and tenant fit-out. The electrical design included a new 277/480V and 120/208V power distribution from the existing double ended substation in the basement. New emergency power was designed including a new 350KW natural gas generator. The lighting included new dimmable LED with automatic lighting controls and daylight harvesting. New power was designed for HVAC, open office layout, enclosed offices, conference rooms, and kitchenette areas. A new fire alarm system was designed for high rise office buildings. This included voice annunciation and a fire command center.

Lansing Community College | Assessment | Lansing, MI | Electrical Engineer. Identify all electrical equipment on campus as to type of equipment, location, age, and condition. After all equipment was identified and inventoried, a final report was provided to the facility operation manager. This report included building plans with all equipment located and identified, basic information of equipment (Voltage, amperage, manufacturer, and model), age of equipment and condition of equipment. The reports also included a maintenance plan of timeframe for replacement of equipment and budget costs.

Thai Summit | 2019 Connector Addition | Howell, MI | Electrical Engineer for a new 50,000 SF addition for use as a truck receiving/light manufacturing/assembly/warehouse space with 32' clear interior height. Electrical Engineering scope Included an assessment of the existing facility to determine existing electrical infrastructure and condition of infrastructure. Once assessment was complete, a preliminary electrical basis of design was completed to provide direction for a new substation, electrical distribution, normal and emergency lighting. Design: 2019 | Construction: 2019-2020

Dart Container Corporation | Office Buildings | Mason, MI | Electrical Engineer. Completed office spaces at the Dart Corporation Campus. These have included new Medium Voltage distribution, substations, power distribution, site lighting, interior lighting, and low voltage systems. Designs have included new back-up emergency generators to provide power for the entire facility. LED lighting systems with automatic controls to be meet ASHRAE 90.1 standards. Power distribution for owner requirements, HVAC, plumbing, and IT requirements. Data closet and intermediate rack layouts with UPS systems.

Dart Container Corporation | Technology and Innovation Center – Building #9 | Mason, MI | Electrical Engineer. Design included two MV substations, one for the office area and one for the R&D Center, power distribution, site lighting, interior lighting and controls, low voltage systems, and emergency generator for a 300,000 square foot high bay R&D building. LED lighting systems with automatic controls to be meet ASHRAE 90.1-2013 standards. Power distribution for owner requirements, HVAC, plumbing, and IT requirements. Data closet and intermediate rack layouts with UPS systems.

St. Johns Co. Dept. of Public Works | Maintenance Facility | St. Augustine, FL | Electrical Engineer. Project consisted three buildings. One was an office building, one was a maintenance facility for fleet vehicles, and the third was a storage facility for fleet vehicles. Design included power distribution consisting of 277/480V and 120/208V for vehicle shop equipment, dyno equipment, HVAC, plumbing, and other office space. Lighting was LED and included daylight harvesting, dimming, and other automatic lighting controls, as well as site and roadway lighting. Each building also had an emergency generator. The two facility building generators only provided back-up power for limited items – emergency lighting, Data Equipment, and selected HVAC and office space. The office building generator was a full building back-up with emergency lighting.

Allegan Co. Rd. Commission | New Facility | Allegan, MI | Electrical Engineer. Managed and designed bid documents for (2) new buildings, office and truck maintenance. This included new electrical services, generators, power distribution, site lighting, interior lighting and automatic lighting controls, UPS systems, and fiber network connecting buildings on the sire. Coordination was done with the local Utility Provider for re-routing existing services on site and providing a new service. Existing vehicle equipment was documented. We worked with the owner, architect, and structural engineers on new locations of the existing equipment and new equipment in the new service repair garage. This included multiple power distribution areas with branch feeds to owner equipment.

City of Lansing | UPS System | Lansing, MI | Electrical Engineer. Upgraded UPS system and provide design and engineering services for back-up power via generator.

Michigan State University | Campus Renovations | East Lansing, MI | Electrical Engineer. Ms. Robinson has participated in numerous projects at this campus. The projects renovations varied from office, lecture hall, science lab, medical lab, veterinary clinic, experimental lab, and energy retrofit projects. She has also helped designed a renovation at the Kellogg Conference Center that included the Big Ten Conference Center and other smaller meeting and Conference Rooms. Ms. Robinson also performed the engineering for the Avian Disease and Oncology Laboratory at the MSU campus. This included office, lab space, and farm/barn area design for the animals.

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Kira Tennes, PE

PROJECT ENGINEER 2

Mrs. Tennes has more than 10 years of experience working in the structural engineering field. She has done work in various materials such as concrete, structural steel, cold-formed steel, wood, and specialty metals. She has a specific interest in structural vibration analysis and mitigation, having developed remediation solutions to multiple problematic structures. She also has an emphasis on industrial design, as well as unique structures requiring finite element analysis, such as support for large sculptures, cables supporting sunshades and racking equipment.

EXPERIENCE:

Total: 24 Years
Bergmann: 7 Years

EDUCATION

- MS, Structural Engineering, Purdue University, 1998
- BS, Civil Engineering, Michigan State University, 1996

LICENSES

- Michigan

Project Experience

State of MI DTMB | Cheboygan Dam Stair | Cheboygan, MI | Structural Project Engineer. Designed a custom stair in wood at a public park. The stair was designed for heavy public loading and conformed to the various grade changes and limitations of the outdoor site.

Michigan State University | Traumatic Brain Injury Research Facility| East Lansing, MI | Structural Engineer. Design of blast containment structure for research facility. Mitigation of blast forces and stabilization of structure.

Dart Corporation | Building 2&3 Renovations | Mason, MI | Structural Project Engineer. Structural design for multifaceted extensive renovations in the two office buildings. Performed field verifications for the existing structure and accommodated the changes in use while working within the limitations of the structure Solutions were developed to provide for the challenges of the facility.

MI Virtual | New Office Building | Lansing, MI | Structural Engineer. Structural design for new single-story office building in wood with a large amount of windows, causing complicated lateral design. Performed field verifications for the existing structure and accommodated the changes in use while working within the limitations of the structure. Solutions were developed to provide for the challenges of the facility.

Meijer | Distribution Center | Lansing, MI | Structural Engineer. Assisted with the structural Design of the 12-acre state- of- the art automated warehouse facility. Project description sentences. Responsible for particular components with behavior unique to extra-large buildings, such as the diaphragm analysis, and critical column deflections crucial to the interior conveyor systems.

Various design challenges were analyzed such as the window movement at the expansion joint, as well as the limiting steel tolerances for the columns. Extensive shop drawing review.

Michigan CAT | New Facility | Lansing, MI | Structural Project Engineer. Structural design of regional office and maintenance facility for CAT equipment. The facility contained multiple cranes, concrete slabs designed for the largest CAT construction equipment, two story office and warehouse space.

Volunteers of America | Lansing, MI | Structural Project Engineer. Structural Design for a major renovation and addition to a building that was compromised of various types and ages of construction. A roof- top garden was proposed which necessitated the reinforcement of existing steel joists. Large areas of floor were infilled while others were opened up for new mechanical systems. New construction was added to the building, all while maintaining on-going services.

Dart Corporation | Turkey Creek Warehouse | Plant City, FL | Structural Engineer. Foundation design for challenging conditions. High winds created large uplifts and the water table was near the surface making the foundations want to float. The building was relatively lightweight and had to be anchored to the soil with helical piles. Interior mezzanine and office space was included in the building which were framed in structural steel and light-gauge steel, respectively.

Magna Industries | Lansing, MI | Structural Engineer. Designed various components of the state-of-the art auto supplier facility, most notably a mezzanine supporting large paint tanks. The steel mezzanine needed to provide for not only the weight of the tanks, but the many penetrations in the floor system. It was also restricted in its allowed movement due to the sensitivity of the attached equipment. The mezzanine required an involved iterative design balancing the strength and geometric design with the vibration requirements.

Ingham County | Sheriff and District Offices | Mason, MI | Structural Engineer. Site visit and survey of the existing facility. An assessment was performed to determine the structural condition of the Sheriff's Office and the District Court. The facilities were of a wide age range and differing levels of deterioration. Analyzed capacity of storage mezzanine and tank mezzanine. Authorized report on evaluation, findings, and recommendations pertaining to the buildings.

Dart Corporation | Conyers, GA | Structural Engineer. Analyzed existing roof structure for snow drift capacity. Determined the snow drift required by code, examined the capacity of the existing rood to safely withstand the load, and provided solutions to reinforce the deficient roof. Multiple limitations and challenges of interfering overhead equipment were addressed by providing design alternatives where needed.

L&W Engineering | Plant 8 | Avon, OH | Structural Engineer. Foundation design for a pre-engineered metal building addition to the plant. Coordinated the foundations with the new building requirements as well as providing slab design for a scrap metal conveyor system.

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Paul Furtaw, PE

DISCIPLINE LEADER

Mr. Furtaw is an accomplished Professional Civil Engineer with 25 years of experience in site design, municipal design, construction administration services and in securing appropriate permits and approvals. He is knowledgeable in different governmental funding sources and LEED Certification. His diverse background includes project management, design, construction administration, construction inspection and staking, and surveying.

EXPERIENCE:

Total: 25 Years
Bergmann: 9 Years

EDUCATION

- BS, Civil Engineering, Michigan State University, 1996

LICENSES

- Michigan
- Connecticut
- Illinois
- Indiana
- New York
- Ohio
- Pennsylvania

CERTIFICATION

Concrete Technician Michigan Level I, Field Testing
MDEQ (DNRE) Storm Water Management, Construction Site
Troxler Certified

PROFESSIONAL AFFILIATIONS

- City of East Lansing Building Board of Appeals
- Engineering Society of Detroit
- USGBC West Michigan Chapter
- Michigan Society of Professional Engineers, Lansing Chapter (Past Board Member)

Project Experience

Central Michigan University | Incubator Laboratory | Mt. Pleasant, MI | Project Engineer. This project involved the design and construction of a 12,000 square foot laboratory facility. The project was completed using the design/build delivery method with an accelerated schedule with Clark Construction Company. As part of their consulting services, the Bergmann Team worked with the Owner and the Municipality to secure the required Soil Erosion Permits prior to obtaining final plan approval to allow the contractor to begin earth-moving activities as soon as possible.

Meijer | Distribution Center 84 | Delta Township, MI | Lead Civil Engineer. This project includes a 551,350 square-foot high bay (80') automated dry grocery distribution center with 84 drive-thru dock doors and a two-story office/team member area on approximately 50 acres. This project was designed using the design/build delivery method with a very accelerated schedule. Extensive coordination with permitting agencies was required to ensure the project started on time, approximately six weeks after the project was awarded.

Various Projects | Central Michigan University | Mt. Pleasant, MI | Design Engineer. Provided design services related to site, grading and utilities for several projects on the main campus as well as the university's satellite facilities.

Michigan CAT Office and Service Center | Delta Township, MI | Lead Civil Engineer. This project is currently under design and includes two buildings totaling approximately 55,000 square feet over approximately 15 acres of land. This project is being completed using the design/build delivery method. Responsibilities include managing site design and permitting (including the extension of public water main), and coordination with the permitting agencies including Delta Township, the Eaton County Road Commission, and the Eaton County Drain Commissioner's Office.

Manufacturing Facility (client has requested that their specific information not be disclosed) | Delta Township, MI | Lead Civil Engineer. This 350,000 square foot manufacturing facility was completed using the design/build delivery method with an accelerated schedule. As part of their consulting services, the Bergmann Team worked with their Owner, their Design-Build partner, and the municipal reviewing agencies to secure the required Soil Erosion permits prior to obtaining final plan approval in order to allow the contractor to begin site work as soon as possible. Through Bergmann's diligence, the SESC Permit was secured within five weeks of authorization to proceed from the Owner, and Site Plan Approval was secured from the Township six weeks after the design had begun.

Dow-Kokam Battery Plant Addition | Midland, MI | Lead Civil Engineer. This project entailed a plant expansion to accommodate a new production line. The project was completed using the design/build delivery method with an accelerated schedule. As part of their consulting services, the Bergmann Team worked with the Owner and the Municipality to secure the required Soil Erosion Permits prior to obtaining final plan approval, allowing the contractor to begin earth-moving activities as soon as possible.

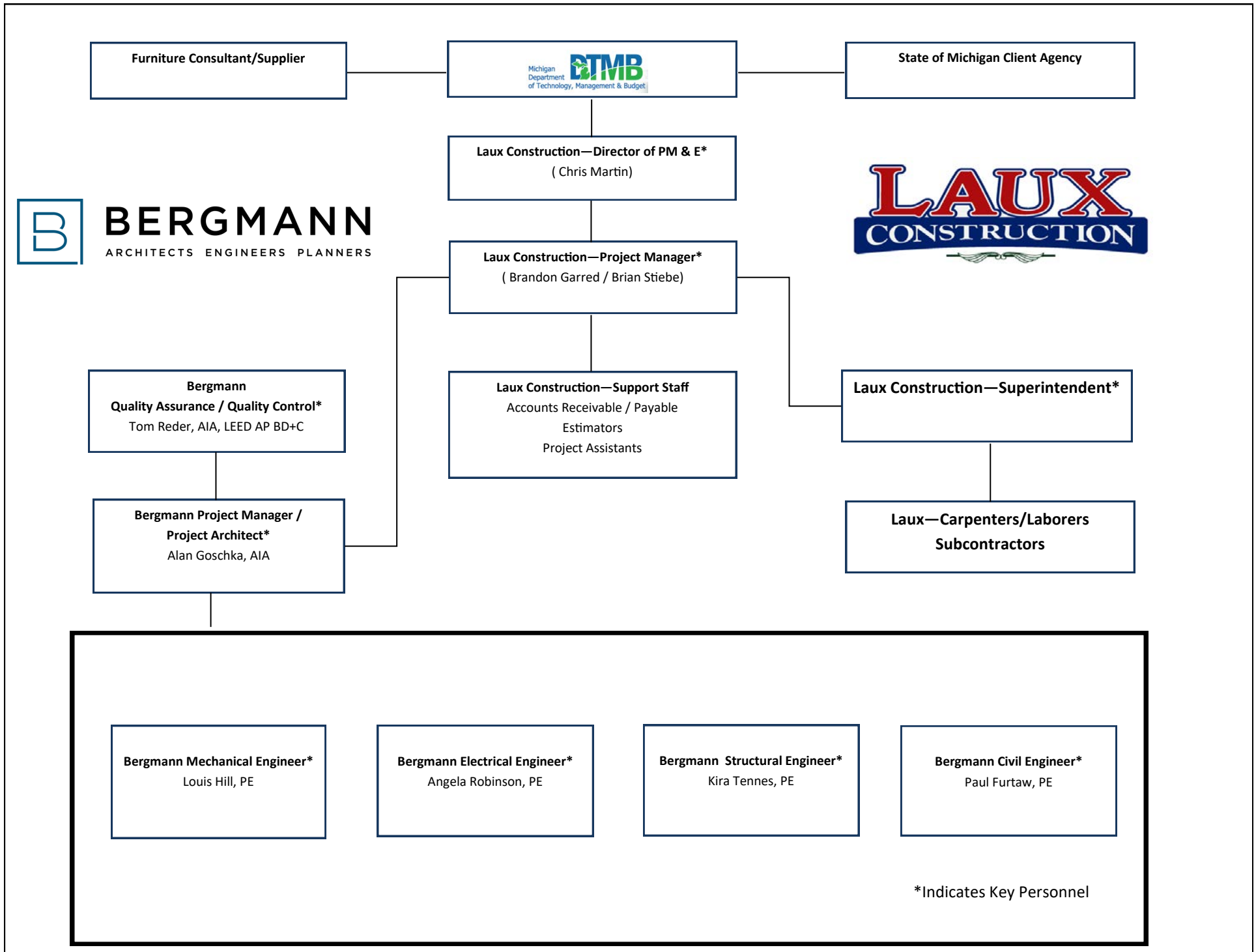
Dart Container Corporation | New Warehouse | Mason, MI | Lead Civil Engineer. This unique 500,000 square foot tri-level warehouse was completed using the design/build delivery method with an accelerated schedule with Clark Construction Company.

Owens-Illinois | Innovation Center | Perrysburg, OH | Lead Civil Engineer. This new 25,000 square foot facility will house a new furnace and an assembly line for bottle manufacturing. The project is being completed using the design/build delivery method with an accelerated schedule. As part of their consulting services, the Bergmann Team worked with the Owner and the Municipality to secure the required Soil Erosion Permits prior to obtaining final plan approval, allowing the contractor to begin earth-moving activities as soon as possible.

Peckham | Warehouse Phase 2 | Lansing, MI | Lead Civil Engineer. Responsible for site design and permitting for 250,000 square foot warehouse received Silver LEED Certification. Duties included finalizing design of the plans and project specifications, supervising preparation of plans, coordination the requirements of different governmental agencies including Lansing Board of Water and Light, Clinton County and Watertown Township, providing construction administration services and by providing documentation for LEED document support. Design: 2012 | Construction: 2012.

Peckham | Warehouse | Lansing, MI | Lead Civil/Design Engineer. Responsible for site design and permitting for a 240,000 square foot project that received LEED Certification. Duties included finalizing design of the plans and project specifications, supervising preparation of the plans, coordinating the requirements of the different governmental agencies, and providing construction administration services and documentation for LEED document support.

Peckham | Corporate Headquarters | Lansing, MI | Lead Civil/Design Engineer. Consulted in the completion of commercial office and warehouse project that received Silver LEED Certification by finalizing design of the plans and project specifications, supervising preparation of the plans, coordination requirements of the different governmental agencies including City of Lansing, Capital Region Airport Authority, MDOT and MEDC, providing construction staking and construction administration services and by providing documentation for LEED aspects of the project.


Furniture Consultant/Supplier
Michigan Department of Technology, Management & Budget
DTMB
State of Michigan Client Agency
Laux Construction—Director of PM & E*
(Chris Martin)
BERGMANN
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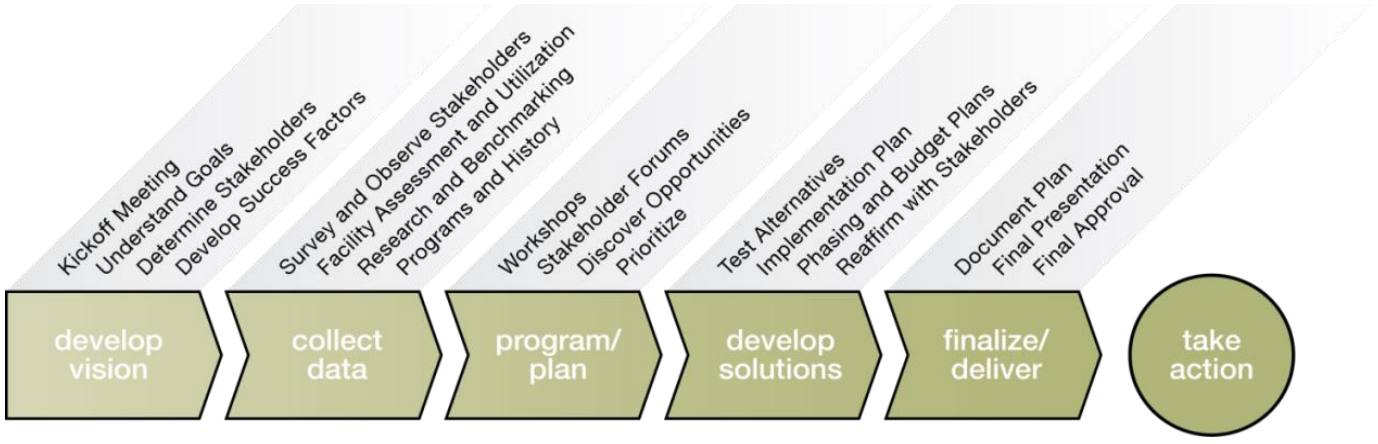
LAUX CONSTRUCTION
Laux Construction—Project Manager*
(Brandon Garred / Brian Stiebe)
Bergmann
Quality Assurance / Quality Control*
Tom Reder, AIA, LEED AP BD+C
Laux Construction—Support Staff
Accounts Receivable / Payable
Estimators
Project Assistants
Laux Construction—Superintendent*
Bergmann Project Manager /
Project Architect*
Alan Goschka, AIA
Laux—Carpenters/Laborers
Subcontractors
Bergmann Mechanical Engineer*
Louis Hill, PE
Bergmann Electrical Engineer*
Angela Robinson, PE
Bergmann Structural Engineer*
Kira Tennes, PE
Bergmann Civil Engineer*
Paul Furtaw, PE
*Indicates Key Personnel

Part 1—Technical Proposal

II-3: Management Summary, Work Plan, and Schedule

Outline your work plan and methodology of services and deliverables to be provided, and the quality of the services and deliverables. Describe in detailed narrative form your plan for accomplishing projects of type expected. Describe your constructability review and quality control plan.

The work plan identifies the project objectives, project phasing, deliverables, project budget, our communication plan, quality assurance and quality control procedures, and construction administration requirements. This work plan is a written, living document that serves as a vehicle for project control, ensuring that the Laux-Bergmann Team delivers to you the most value for your dollar. Project phases will be tailored to each dependent and unique project requirement. While we understand that the traditional 100-700 phase process is the framework for a successful project, we also understand that many of the projects assigned within the ISID program are urgent in nature and the process will oftentimes need to be expedited in order to meet the needs of the tenant.



PROPOSED MANAGEMENT PLAN

Our team's approach to every project is a direct reflection of our individual capabilities and experiences. Consequently, we feel that quality control starts before the job begins and that management must take the lead. Our management system is structured such that we have a strong Project Manager, who is ultimately responsible for administrative, scheduling matters and leading the project team.

The Laux-Bergmann Team will deliver successful projects through effective project management, technical expertise, efficient and timely communication, effective leadership, dedication to quality, and the commitment to listen and respond to your needs. These fundamentals of success are at the core of our commitment to providing you the highest level of service possible.

Effective project management requires experience, dedicated roles, training, and corporate support at the highest levels. We recognize that successful project management is the key to quality project delivery, and ultimately complete customer satisfaction. The Project Manager's experience was developed through a formal training program that covers critical components of project management including: financial; risk assessment; scheduling; communications; contracts; and quality management. The Project Manager will work with resource managers to schedule the project teams, assign quality reviewers, and secure necessary support staff.

The assigned Project Manager will serve as the point of contact and the leader for the day-to-day project activities. From the time the project begins, through the successful startup and project design execution, through bidding, award, construction, and closeout, the assigned Project Manager will be the primary point of project contact, and will be fully involved to ensure a timely, cost-effective, and successful project is achieved.

Instrumental to the execution of these projects is a comprehensive and systemic plan to effectively manage, coordinate, communicate, and respond to your needs.

The Laux-Bergmann team provides new perspectives, fresh ideas and viable alternatives to your design challenges. Our management approach to projects is based on our:

- Ability to work as partners with our clients
- Tenacity in pursuing viable, cost-effective, solutions
- Responsive and aggressive nature with schedules
- Commitment to open and honest communication

Our primary goals are very much in concert with yours, which are first and foremost, to achieve a balance between cost, function, energy efficiency and constructability, while providing the highest degree of reliability and safety. Through effective leadership, clear communication, responsiveness and engineering ingenuity, we provide the level of professional service that ensures you achieve your goals.

PHASE 100 - STUDY PHASE

The Laux-Bergmann Team will begin the Study Phase by conducting a "Kick-Off" meeting with the DTMB Project Director and all key stakeholders. Bergmann understands the high level of coordination that is required for the success of each project. We believe that coordinating our work with all stakeholders involved is critical to the success of the overall project. The meeting will focus on understanding, coordinating and establishing exact areas of concern related to the overall project's scope. Discussions will include; identifying the key personnel on the project, establishing lines of communication, review and verification of the project schedule, determining regular meeting schedule and locations, review team responsibilities, confirmation of required CAD standards, security, safety and site access procedures and distribution of meeting minutes.

Documents provided by the DTMB for the project will be reviewed and a plan for visiting the site will be coordinated between the Bergmann Team and the DTMB Project Director. The Team will visit the site together in order to investigate existing conditions and collaborate on site as required. All gathered documentation and site investigation findings will be shared amongst The Team for analysis.

Initial analysis and evaluation of findings will be reviewed with the DTMB Project Director. Upon completion of the initial findings for the project, a report will be compiled identifying project related information including project team members with contact information, a detailed project schedule as agreed by the project team and project meeting times and locations.

The Laux-Bergmann Team will perform a final Quality Assurance / Quality Control Review of the project findings report. Upon completion of the internal QA/QC review, a Final Report will be submitted to the DTMB Team for review and approval.

PHASE 200 – PROGRAM ANALYSIS

The Laux-Bergmann Team considers this a Key Phase in the design of the project. The proposed project programming will develop and define the project's needs and space requirements. We will work in conjunction with the DTMB Project Director to review project programs provided and confirm the scope of work. If a project program has not been developed The Bergmann Team, using our experience and expertise, will develop the program in conjunction with DTMB staff which presents the anticipated functional uses, interior and exterior spatial locations, general space arrangements, and traffic circulation within the space.

A report of the project program will be developed which would include a narrative describing the program objectives and description of functional relationships, tabulated space requirements, descriptions of unique or specialized requirements, conceptual block diagrams and establishment of design criteria.

Initial analysis and evaluation of findings will be reviewed with the DTMB Project Director. As the Study proceeds, review meetings will be conducted with the DTMB Project Director and any required stakeholders. Once a Final Program has been developed and reviewed by the DTMB Project Director, and if appropriate, an Opinion of Probable Construction Costs Estimate will be generated.

The Laux-Bergmann Team will perform a final Quality Assurance / Quality Control Review of the Final Program. Upon completion of the internal QA/QC review, a Final Program will be submitted to the DTMB Team for review and approval.

PHASE 300 - SCHEMATIC DESIGN PHASE

Upon approval from the DTMB Team review of Phase 100 and 200; the Laux-Bergmann Team will move quickly into Phase 300; Schematic Design in order to capture the conclusions of the analysis and evaluations in order to properly document our creative response to them. We will conduct a coordination meeting in order to facilitate a decision making process whereby the DTMB Project Director and key stakeholders are involved in the determination of priorities for the project. We will provide "decision support services" including ideas and solutions based on our past experience and current knowledge of previous work and similar project types for your consideration. Our team will work in a collaborative, consensus fashion to reach decisions and enable all stakeholders to have a complete understanding of the vision for the final design.

The Laux-Bergmann Team will coordinate any additional site investigation visits with the DTMB Project Director if deemed necessary. This visit usually includes gathering further existing configuration measurements and other pertinent information related to the overall design intent.

Our role in the planning and design process is to address all project objectives and produce a design that meets function, image, quality and budget expectations in an expedient and efficient manner. To accomplish this requires development of focused options to clarify key decisions to be made. We will facilitate a process that encourages early decision making and results in maximum value. We will produce clear and accurate engineering evaluations and design documents to meet established performance goals and schedules.

We will submit a set of schematic design documents to the DTMB Team at a 50% level and 90% level of completion for review and comment. A follow-up meeting will be scheduled to review and discuss the schematic design plans after each separate submittal. Final schematic documents will be developed in order to incorporate any changes, refinements, or modifications received during the DTMB Team, stakeholders and other applicable agency reviews during this phase.

At the end of the schematic design phase process, all stakeholders will have an understanding of the project design goals and have ownership in its development. Schematic site plans, floor plans, elevations and system narratives will be delivered to the DTMB Project Director as required for the project.

The Laux-Bergmann Team will perform a final Quality Assurance / Quality Control Review of the Schematic Design documents. Upon completion of the internal QA/QC review, a final set of documents will be submitted to the DTMB Team for review and approval.

PHASE 400 – PRELIMINARY DESIGN PHASE

During Phase 400; Preliminary Design, the Project Team will take the design process through its natural development from preliminary ideas and concepts into more detailed refinements. A clear, coordinated description of all aspects of the design will be developed in which all major issues are resolved and each portion of the project is fully developed.

Through our team's wealth of experience and expertise, we strive to achieve an appropriate blend of innovation and practical, common sense problem solving. Early collaboration with operations and maintenance personnel and the users of the facility during the preliminary design process, including face-to-face discussions, to clearly identify needs, opportunities, and constraints allows the Project Team to address operational concerns into the design early in the process. Listening and responding to the needs of the users will help achieve both a fully functional facility and reduced operating and maintenance costs.

By assessing the range of available alternative systems, the advantages and disadvantages of each are assessed, thereby allowing selection of the preferred optimized system. We understand that upkeep, repair, and maintenance of a facility constitute a major portion of a project's capital. We make every effort to integrate sustainability into our designs; we routinely perform life-cycle cost evaluations to achieve a proper balance of first costs versus total cost over the projected life of the facility.

Laux will submit a set of preliminary design documents to the DTMB Team at a 50% level and 90% level of completion for review and comment. A follow-up meeting will be scheduled to review and discuss the preliminary design plans after each separate submittal. Final preliminary documents will be developed in order to incorporate any changes, refinements, or modifications received during the DTMB Team, stakeholders and other applicable agency reviews during this phase.

At the completion of the preliminary design phase process, all stakeholders will have a complete understanding of the project and the design and have ownership in its development. Preliminary site plans, floor plans, elevations, sections, structural systems, mechanical systems and electrical systems will be delivered to the DTMB Project Director as required for the project.

The Laux-Bergmann Team will perform a final Quality Assurance / Quality Control Review of the Preliminary Design documents. Upon completion of the internal QA/QC review, a final set of documents will be submitted to the DTMB Team for review and approval.

PHASE 500 – FINAL DESIGN PHASE

During Phase 500; Final Design, project related detailed drawings are prepared which, based upon the project type, will include civil, landscaping, architectural, structural, mechanical, plumbing, and electrical disciplines. Detailed construction estimates and project specifications are provided for all submittals. Bidding Documents are submitted and Permit applications are applied for in a timely manner to meet schedule commitments.

At the beginning of this phase and as required throughout the design process, project meetings with the DTMB Project Director and key stakeholders will take place to keep the Project Team abreast of the project details and progress.

We will submit a set of construction document plans to the DTMB Team at a 50% level and 90% level of completion for review and comment. Follow-up meetings will be scheduled to review and discuss the progress construction document design plans after each separate submittal. Final construction documents will be developed in order to incorporate any changes, refinements, or modifications received during the DTMB Team, stakeholders and other applicable agency reviews.

As part of our "Organizational Chart" we identify who will be the Quality Coordinator for the Project. That person is a third party Bergmann participant who is not part of the project delivery team. Bergmann budgets staff hours during each phase of project development for a Quality Review. The Quality Coordinator is a gate keeper who assures that the Project Manager and other team members comply with the applicable procedures in our Corporate Quality Policy. They are accountable to the Principal-in-Charge, Delivery Group Director and all are accountable to and audited by our Quality Assurance Manager who reports directly to our CEO.

The QA/QC plan will be a multi-level process that will utilize internal and external, independent reviews and documentation to verify that both project goals and expectations are exceeded. Each submittal will be reviewed and documented using a QA/QC checklist, review forms, and a letter to the Owner.

Following acceptance of the Final document set, drawings and project specifications for construction will be furnished to the DTMB Project Director for bidding. Permit applications will be coordinated and applied for simultaneous to bidding, if preferred by the DTMB Project Director.

Bergmann will provide services related to the bidding process of selecting contractors to complete the work. Services include attending a pre-bid conference for bidders, providing clarifications to bidders' Requests for Information (RFI's), prepare addendum documents if required, attending the bid opening meeting, and providing assistance to the DTMB in bid analysis, bid review, and recommendation of award.

PHASE 600 - CONSTRUCTION ADMINISTRATION – OFFICE SERVICES

As a professional consulting architecture/engineering firm, Bergmann Associates has a vested interest in the quality construction of our designs. We view the Construction Administration (CA) process as an opportunity to ensure the success of the project. Our involvement throughout the construction phase ensures that the intent of our plans and specifications is fulfilled, and that the DTMB receives the high-quality project that you expect.

During Phase 600; Construction Administration – Office Services, the Bergmann Team will work closely with the DTMB Project Director and Construction Contractor throughout the construction process. Due to the intricacies of the scope of work and phasing aspects for projects, it will be important that the Bergmann Team coordinates with the Construction Contractor exact expectations regarding construction administration services Bergmann would be providing.

During the Construction Project Kick Off meeting, the Project Team will clearly define requirements for the contractor including the submittal review process, requests for information, payment application process, as-built requirements and project close out documentation. The Bergmann Team will provide prompt review of contractor submittals and requests for information, will assist the DTMD Project Director with processing payment applications, issue bulletin requests and change orders as deemed appropriate, produce and review punch lists, incorporate the contractor as-built notations into the CAD documents and coordinate the compilation of operation and maintenance manuals.

PHASE 700 – CONSTRUCTION ADMINISTRATION – FIELD SERVICES

During Phase 700; Construction Administration – Field Services Bergmann will provide a quality management approach to construction services. We are committed to maintaining the involvement of senior level professionals throughout the construction process. Similar to our design approach, we endeavor to enter into a spirit of partnership with the construction team. This involves an emphasis on high quality, early communication. The construction kick-off meeting sets the tone and expectations for all members of the project team including the owner and architect/engineer.

The Bergmann Team will work closely and in tandem with the Construction Contractor in order to properly coordinate construction administration activities. The Bergmann Team Project Manager will remain in constant communication with the DTMB Project Director and the Construction Contractor throughout the construction phase. Bergmann will attend all preconstruction and construction meetings necessary and visit the site to insure the quality of the workmanship meets the design documentation goals and objectives. Bergmann Project Manager will be reporting all information directly to the DTMB Project Director.

While our goal is to provide zero change orders, concealed and unanticipated conditions can lead to revised contract requirements. By working with the contractor, instead of against him, a win-win situation is established. Our philosophy during the construction process is to partner with the contractor, to work with him to overcome difficulties that he may encounter, and to develop cost-effective solutions to unforeseen conditions.

The Laux-Bergmann Team is experienced, focused, and committed to serving you, and will deliver technical innovation and cost savings, with the highest degree of quality, reliability, and value. The Bergmann Team has the relevant experience, creative design skills, professional qualifications, resources, technical ability, motivation, and level of responsiveness to make your projects a success. We enthusiastically anticipate the opportunity to prove our dedication, skill, and commitment to ensure that you meet your goals.

Questionnaire for Professional Services
Department of Technology, Management and Budget
2020 Indefinite-Scope Indefinite-Delivery
for
Minor Project Design-Build Services Contract
Request for Qualifications
Various Locations, Michigan

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

ARTICLE 1: BUSINESS ORGANIZATION

1. Full Name: Laux Construction, LLC
   Address: 1018 Hogsback Rd. Mason, MI 48854
   Telephone and Fax: (517) 694-0117 / (517) 694-0359
   Website: www.lauxconstruction.com
   E-Mail: chris@lauxconstruction.com
   DB Entity(s) SIGMA Vendor I.D. number(s): CV0138172

   If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: Laux Construction will partner with Bergmann Associates, Inc., who will provide required architectural and engineering services for assigned projects. Bergmann is located at 7050 W. Saginaw Hwy. Suite 200 Lansing, MI 48917.

2. Check the appropriate status:

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

   If you operate as a corporation, include the state in which you are incorporated and the date of incorporation:
   Michigan Date of Incorporation: October 1997

   Include a brief history of the DB Entity's firm: Laux Construction, a licensed builder, was founded by David Laux in 1996 in Dansville, MI. Over the past 20+ years, Laux has grown to be one of the leaders in the mid-Michigan area in the commercial general contracting industry with an emphasis on light commercial, governmental, educational, and design-build projects. Laux's headquarters was recently relocated to a new facility in Mason, MI. Laux currently employs a staff of 14 in the office and approx. 36 employees in the field. Laux has effectively worked with their partnering organization, Bergmann Associates, on several projects. See attached company profile detailing Bergmann's history.

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

- See Section II-2 Personnel & Resumes/Orgnizational Chart

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

- See Section II-2 Personnel & Resumes/Organizational Chart

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.

The Laux-Bergmann Team will provide a multi faceted approach to insuring that both the design and the physical construction of an assigned project meets or exceeds industry standards and the expectations of the State of Michigan. First, our design team at Bergmann will provide a proven approach to quality control as follows:

Bergmann's senior management team has responsibility for (1) establishing; (2) continuously updating and; (3) implementing the company's policy and procedures for quality achievement throughout its organization. Our policies are keyed into the overall company management organization as well as the long range goals that we have established for the firm. Our success is dependent upon achieving the right level of quality, both professionally and in concert with specific requirements of each client and project. Bergmann has a QA/QC program that is on file with MDOT that requires documentation and establishment of an audit trail to demonstrate to our clients the implementation and monitoring of our program. Furthermore, Bergmann has an internal audit system to ensure that the QA/QC program is being followed and documented.

Bergmann Associates will establish a QA/QC program for each project that would be assigned as part of the DTMB 2017 Indefinite Scope Indefinite Delivery Design-Build Services for Tenant Fit-Out project.

The QA/QC program will be designed to ensure that our team provides the required deliverables that are on-time, complete, mistake-free, accurately estimated, and that have the greatest overall value in terms of dollars spent. Our goal is to minimize rework during the data collect survey phase for this project as well as prevent problems, issues or surprises during the corrective measures and estimating phases. Details for all phases of this project will be reviewed thoroughly throughout the project. The QA/QC Plan is intended to establish guidelines and procedures by which quality control and assurance will be conducted on this project and how sub vendor information will be reviewed and checked. These quality initiatives ensure that the final product delivered is clear, complete, and constructible.

As illustrated in the organization chart, Tom Reder, AIA, LEED-AP BD+C is the Lead QA/QC Reviewer for projects. Tom will be responsible for reviewing all design aspects for completeness, coordination, and constructability. Tom will oversee all quality related issues and has the authority to act on behalf of the Bergmann Associates Team on all such issues. As the Project Manager, Alan Goschka is responsible for enforcing the specific tasks assigned for QA and that they are actually implemented. As the Lead QA/QC, Tom's responsibility is to see that they are implemented in a fully competent fashion. Tom will thoroughly review the collection data, corrective measures, specifications, estimates, and other pertinent information for each submittal and will report directly to Alan with any issues or concerns.

Tom's specific roles will include:

- Oversee the QA/QC Process for the Bergmann Associates Team
- Provide forms and checklists to document reviews.
- Provide a review schedule in accordance with submission dates.
- Provide QA/QC guidance and input at Team Coordination Meetings.
- Ensure (along with PM) that all corrections, comments and recommendations are incorporated.
- Finally, complete an overall QA review of each submittal for; content, constructability issues, and project construction cost estimates; and to ensure completeness and accuracy.

In addition to Bermann's oversight during the design phase and their review of the work, Laux Construction employs methods that insure that work meets the expected standards, including:

- Project managers will communicate the expectations of the project to the construction team (subcontractors and suppliers).
- A stringent selection process will be followed by the Laux project manager when developing the construction team. Only subcontractors and suppliers who have a proven track record working on State of Michigan projects and who are in good standing with Laux Construction.
- Subs and suppliers will be required to submit shop drawings/samples as necessary to confirm that the products they are providing meet the criteria of the project.
- A kickoff meeting will be held with the necessary key personnel to communicate the expectations of the project.
- A site superintendent will be assigned to the project to oversee the day-to-day activities. He will be an active observer that will be required to compare the work being performed to the construction documents and reviewed submittals.
- Laux's site superintendent/project manager will be responsible for submitting questions to the design team should any unforseen conditions or concerns be brought to their attention during the design process.
- Periodic progress meetings will be held in order to review work as it is being installed.
- A punchlist meeting will be held with Bergmann and the SOM to review work upon completion.

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

If yes, explain: _____

4.3 It is understood that there be a key person who is assigned to a project for its duration?
Yes ☒ No ☐

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

Our contract is with DTMB Design and Construction Division and all communication will be directed to this agency unless instructed otherwise. All decisions regarding design aand construction will be between the DB Firm and DTMB. Our project manager will communicate directly with the DTMB Project Director/Manager. In conjunction with DTMB, we will confirm the proposed design with the State Agency.

The State agency is the group that the project will ultimately serve (ie, building tenant, etc.). The project is requested by the State Agency to DTMB. While they may be included in correspondence and participate in project meetings, the agency will communicate all requests to DTMB for evaluation and execution.

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?

A project manager will be identified for each project and will become the point of contact for all work performed. Communication from the design team or construction staff would be directed to the PM for distribution to DTMB. DTMB would, in turn, direct all communication from their team or the agency to the PM for review and distribution.

During the design phase, the PM will coordinate design meetings with the architects/engineers, DTMB, and the agency. Meeting minutes noting the discussion items and providing a task list will be issued by the PM immediately after the meetings. In between design meetings, the PM may also facilitate conference calls as needed between the team members. Again, minutes of these conversations will be distributed to all parties involved.

During the construction phase, the PM will schedule a pre-construction meeting with the design team, construction team, DTMB, state agency, and other applicable agencies as required. The main pupose of this meeting will be to exchange information, define the established level of quality for the project, establish communication protocols, discuss project goals/objectives, review sope of work and practical logistics. The PM will distribute meeting minutes immediately following.

As construction progresses, progress meetings will be scheduled at regular intervals as deemed necessary by the team. These meeting will allow the team to review work completed to-date, discuss upcoming schedule, review any concerns or questions, and allow for face-to-face discussion between all parties involved. Meeting minutes will be provided immediately afterwards.

Should ancillary discussions between regularly scheduled meetings be required, the PM may schedule special meetings on site and/or conference calls.

The site superintendent will provide a written daily report that will include a list of contractors on site, work completed that day, work scheduled for the next day, and any important information regarding the day's activities. These will be distributed via e-mail in PDF format to DTMB.

Laux Construction has also recently implemented Procore project management software and would utilize several of its interactive tools to facilitate communication and "ball-in-court" tracking of tasks/responsibilities. Procore will also offer a "portal" for all project documents, RFI's, submittals, etc.

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

During the budget phase of the project, we will utilize a combination of previous project bid results for similar projects and resources from the local construction market to validate and verify the anticipated project budget through considerations of the local bidding climate and historical data. Using a combination of various references has proven to be an effective approach to developing cost estimates.

Our first goal upon release of the project is to provide a set of construction documents that are complete and clearly represent any existing conditions and the required scope of work. These are to be formatted so that all parties from the agency to the suppliers can understand the intent of the design and the entire scope of work. This clear design will prevent mistakes and misinterpretations and ultimately aid the team in establishing a firm cost for the project.

Upon completion and acceptance of the design, the appropriate suppliers and subcontractors for the scope of work will be invited to bid on the project. Within this invitation to bid, a link to all bid documents will be provided for simple access for the subs and suppliers. A bid date will be established along with a cut off time for questions. Laux will also host a site walkthrough for the subs and suppliers so they can review existing conditions prior to the bid.

Once bids are received, estimators will review all of them for compliance to the documents and request revisions from bidders if necessary. All costs will be entered into a spreadsheet and organized into specification division. All other costs such as supervision, permits, etc. will also be entered into the spreadsheet at this time.

Upon completing the estimated costs, the estimator will review the costs with the PM and design team for accuracy prior to submission to DTMB.

The method used is one that does not allow for "open-ended" qualifications or estimations that may result in added costs. All bidders are expected to follow the bid documents, without unauthorized substitution, and provide a firm bid for their scope of work. Over the past three years, Laux Construction has completed various projects under the ISID program in which a credit was provided at the time of final billing because total costs expenditures were less than what was originally quoted.

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

Cost overruns are typically a result of unforeseen conditions, owner requested changes, or schedule delays. Our approach to controlling and avoiding change orders begins with a clear understanding of the project scope, budget, level of quality, and schedule for each assignment. We then prepare accurate and detailed construction documents in accordance with our work plan, perform constructability reviews of the documents, and refer to certain regulatory agencies with jurisdiction over the project as well as the approapriate stakeholders in the project.

In our experience the primary advantage of the ISID program is that DTMB, Agency, design team, and construction team are intimately involved with the project from the conception. All four groups work as one team to meet the project expectations/goals.

During the bidding phase, we require firm costs and not "estimated" costs from subs/suppliers. They are given the opportunity to review the site and access to it prior to the bid. Any estimating errors are the responsibility of the bidder and not DTMB.

During construction, should an unforeseen condition be discovered that was unavoidable, a strict process is to be followed. An RFI detailing the situation is developed and addressed by the design team. Solutions are evaluated and determined based on their efficiency and effectiveness. Prior to making any changes, a quotation detailing all labor and materials will be reviewed and submitted to DTMB with a detailed explanation of the reason for the change. Any questionable costs will be discussed with all parties as necessary.

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?

An initial on-site meeting to review project with DTMB and Agency Rep would be scheduled within 3 business days. Design would begin immediately upon approval of project. Start of construction services

would be determined based on availability of materials/equipment and issuance of a building permit. Typically, construction would begin within 10 days of issuance of a permit.

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

Our vision is to create a better environment for our clients and their communities through implementation of sustainable design practices and strategies, and we pledge to pursue this vision with each client on every project. We understand there are measurable benefits derived from integrating sustainable practices throughout our business and we are proud to offer the same to our clients. Our philosophy is rooted in conservation focused innovation. We balance economic, social and environmental considerations that meet or exceed our clients' goals. We offer our clients exemplary architectural, engineering and planning services that include USGBC LEED certification, EPA Energy Star rating, and energy simulations and modeling.

Bergmann currently has 53 LEED AP's on staff, eleven of which are MEP engineers. We use computer modeling programs (i.e. HAP, Revit) to assist in determining the appropriate HVAC and lighting system for each project, based on the client goals. Our multi-discipline staff allows us to create synergies between building systems.

Recycling of construction waste is a coordinated effort, especially on the smaller projects, since it is just easier to get a dumpster and throw everything in it. We work with our subcontractors to separate waste, and to stage dumpsters and load out of debris, in a manner that recycling can take place without tying up a lot of loading dock space, or cluttering up the construction areas.

4.12 Describe your experience with similar open-ended contracts.

Laux Construction entered into DTMB's ISID program in 2014 and has completed several projects since then. The experience and results of these projects were, in our opinion, very successful. All key personnel worked as one team to identify the needs of the agency/tenant and a solid game plan was established to meet these needs on each individual project. For each project, a schedule was established and was met. Each project was completed within budget and some came in below budget with a net credit being returned to the SOM.

Laux Construction has also recently completed a similar program with Consumers Energy in 2016 in which several historical buildings were identified as candidates for energy upgrades related to their natural gas service. Laux worked alongside of a representative with Consumers and visited over 40 sites across the lower half of Michigan within a two week period to review feasibility and constructability. Laux coordinated with various subcontractors based on geographical locations to identify solutions for each location and provide budgets for each project. After narrowing down the candidates, Consumers authorized Laux to proceed with 10 of the projects. Each project was carefully planned with the owners/tenants and completed within budget and schedule. These projects required a highly expedited schedule and most were completed concurrently with the others requiring a high degree of careful coordination.

Over the past 2+ years, Laux has been working with Lansing Community College on a Campus Wide Improvement contract. This was a fee based contract and Laux worked closely with the college and their architect to develop and implement ideas for projects across their two campuses, including conference room renovations, art sculptures, interior art, room signage, monument signs, etc.

Bergmann's Lansing Office currently holds ISID contracts with Central Michigan University, and Dart Container Corporation for Architectural and Engineering services. None of our agreements are specific to Design/Build but Design/Build has been a delivery option utilized on some specific projects for these clients. We always strive to keep teams together (Architect and D/B Contractor) on these projects as well. ISID's promote a familiarity and elevated level of trust between the Owner and the Design/Build team which in our experience always benefits the owner, the overall project delivery, quality and end user satisfaction.

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

The Laux-Bergmann Build Team works on numerous renovation projects in which there are varying levels of existing information, from complete as-builts to no documentation at all. It is the Design Team's responsibility to review the existing conditions of a facility to determine exactly what needs to be addressed during the construction document phase. Existing plans are reviewed and then site visits to the facility, to verify conditions are always done, even though clients state that the as-builts are up to date, we find there are always differing field conditions. The Design-Build Team site visits will be done by both project managers, architect and construction manager, along with the cad technicians so there are multiple sets of eyes and also this allows the technician to understand the field notes. Every project, no matter the size, is drawn using 3D modeling through Revit software which enables the Design Team to easily coordinate their equipment and review clash conflicts prior to construction. The 3D design also allows the construction manager to visualize and review the design early in the project to assist in maintaining the project budget.

Depending on the complexity of the project, Bergmann Associates has the capability of utilizing a 3D camera which scans the space and creates a very accurate 3D Revit model of the existing conditions including walls, doors, windows, lighting, ductwork, piping and any equipment. Bergmann also has GIS capabilities depending on what may be required for the project.

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 would approach owner-performed work as we would with our own carpenters or other subcontractors. We would discuss what work they are to perform in writing and communicate this scope to all other team members. The site superintendent would schedule their work in advance and confirm that we were ready for them to start work within 24-hours of their scheduled arrival. All safety requirements, communication protocol, etc. would be communicated in writing to the SOM crew leader through DTMB. Construction documents would be provided to the SOM crew and scope reviewed. Laux would expect that any questions, concerns, scheduling changes, etc. be communicated directly to the site superintendent during constructions.

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.

Our team is accustomed to coordinating design work with an independent furniture supplier/consultant for interior office renovation projects. This process has been proven to be most effective when the furniture supplier is involved early in the design process at the schematic design level. This allows for early coordination with everyone on the design-build team including the installers and electricians that will need to interface their work directly with the furniture system. Our team would prefer to meet with the State's furniture supplier early on during schematic design in order to gain a solid understanding of the design parameters for the project, including specific design parameters that are related to the furniture layout and other ancillary systems that required interface with the furniture. We would anticipate conducting a number of meetings with the furniture supplier over the course of the project, as they are an integral part of the team for an interior office renovation project.

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Lansing

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www.bergmannpc.com | (517) 272-9835

Dart Container Corp. Headquarters
Mason, MI

Architecture and Interior Design. Structural, MEP, Civil Engineering and LEED AP Services.

University Drive / I-75 Diverging Diamond Interchange | Auburn Hills, MI

Farm Lane Grade Separation
East Lansing, MI

Two railroad grade separations. Roadway, Bridge and Hydraulic Design. ACEC 2010 Engineering Excellence Award National Finalist.

MDOT I-75
Detroit, MI

The bridge consists of a two span steel composite structure to accommodate a future shift in the pier location.

Bergmann is a multi-disciplinary firm providing services to a number of industries including transportation, education, healthcare, commercial, retail, warehousing & distribution, financial, government and research & manufacturing in the Lansing region since 1998.

Starting with only two employees, Bergmann has grown to now employ nearly 60 talented professionals in the region, many of whom are from the Lansing area, graduated from Michigan State University and continue to be an active part of this community. As stewards of the region, Bergmann supports many local causes, including the Volunteers of America's Lansing Community Kitchen, Michigan State University Safe Place and the MDOT Adopt-a-Highway program along I-96.

Think of us as your trusted advisor

- Architecture & Interior Design
- Mechanical, Electrical,
- Plumbing & Fire Protection
- Structural Engineering
- Landscape Architecture
- Site and Civil Engineering
- Highway & Traffic Engineering
- Bridge Engineering
- Rail Engineering
- Program Management
- Water Resources
- Master Planning
- GIS, Survey & 3D Scanning
- Energy Solutions
- Sustainable Design & LEED Certification

Let us help you

If you would like to discuss how Bergmann can help your project, please contact us. Please visit our website for additional samples of our work.

BERGMANN

1980

Year Founded
Bergmann was founded in 1980 with seven employees.

400+

Our Staff
We employ more than 400 professional and technical staff.

›90%

Repeat Clients
More than 90% of our work is from repeat clients.

262

Engineering News Record Rank
We ranked 262 in ENR's Top Design Firm rankings for 2019.

87

Architectural Record Rank
We ranked 87 in Architectural Record's rankings for 2018.

60

Building Design + Construction Rank
We ranked 60 in the Top 100 Architecture/ Engineering Firms nationally in 2019.

AMTRAK - "The Rapid" Passenger Station Relocation | Grand Rapids, MI

O-I Center of Innovation | Perrysburg, OH

US-31 over Manistee River | Manistee, MI

Nearly four decades of dedicated, client-focused service!

Bergmann is a nationally recognized architecture, engineering and planning firm with offices throughout the Northeast, Midwest and Atlantic regions. With more than 400 talented professionals who pride themselves on the highest level of integrity, dependability, ethics and quality of work, Bergmann has long been recognized as a trusted partner and advisor on projects ranging from commercial/retail to municipal/civic, transportation, research & manufacturing, water resources and workplaces.

Our Vision

Delivering client success, creating opportunities for our people, and building our future.

Our Values

- Our People
- Integrity & Ethical Service
- Excellence
- Teamwork & Collaboration

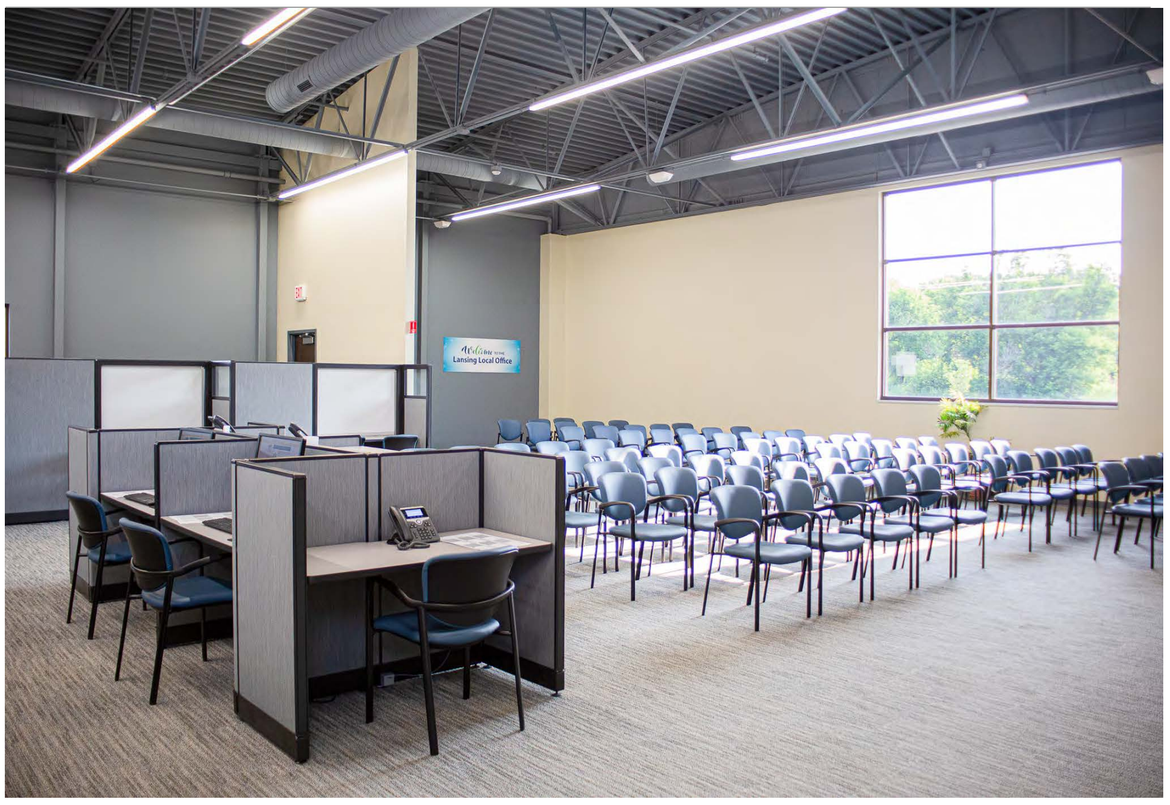
Contact Us

agoschka@bergmannpc.com | 517.827.8680

NORTHEAST
ALBANY, NY
BINGHAMTON, NY
BUFFALO, NY
HORSEHEADS, NY
ROCHESTER, NY
SYRACUSE, NY

MIDWEST
GRAND RAPIDS, MI
LANSING, MI
SOUTHFIELD, MI
TOLEDO, OH

ATLANTIC
CONSHOHOCKEN, PA
CRANBERRY, PA
JACKSONVILLE, FL
PHILADELPHIA, PA
TREVOSE, PA

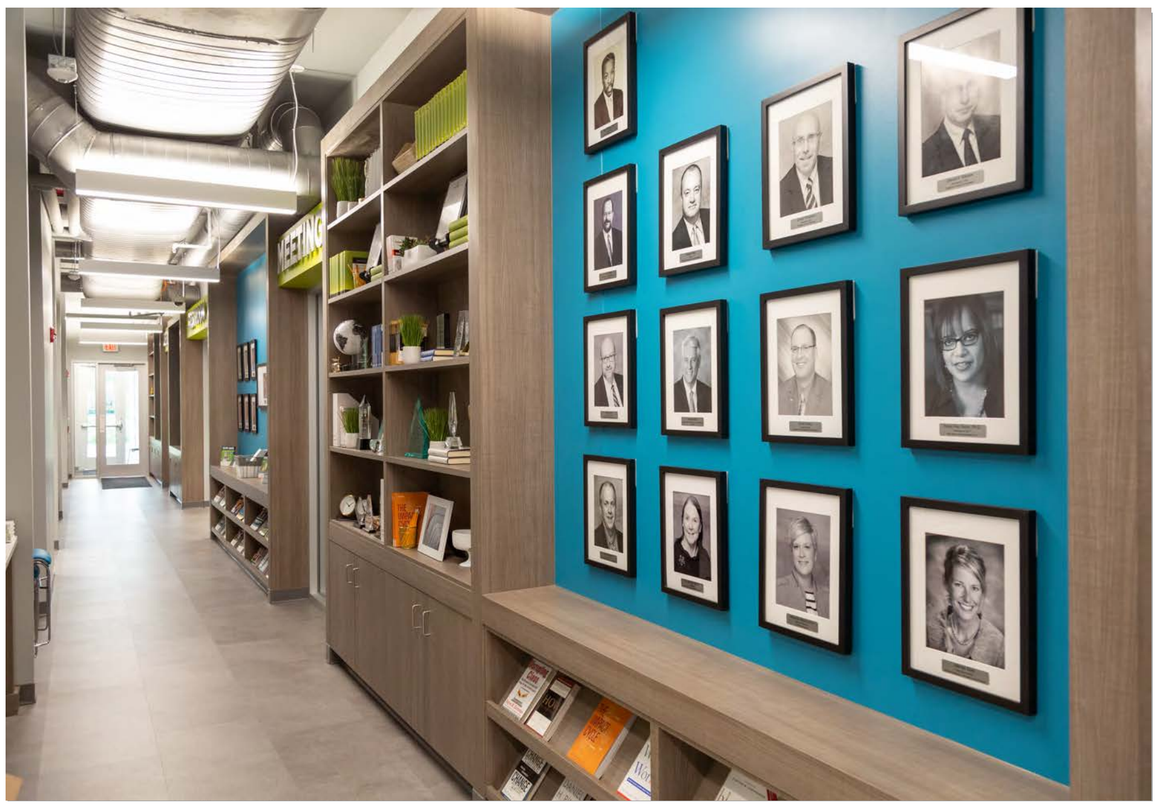


Unemployment Agency

Contract Value:	**$3,765,000**
Commencement:	**2018**
Completion:	**2019**
Owner:	**State of Michigan**
Architect:	**State of Michigan**
Project Manager:	**Brian Stiebe**

About Project:

The Unemployment Agency is located on Perry Robinson Circle in Lansing, MI. The 23,230 square feet building was a brand new build on a vacant lot. Construction commenced in October 2018 and was challenging as we dealt with several weather set backs in the early fall and winter of 2018. The project had a tight deadline of 8 months, and we were able to complete the project in 7 months, allowing the occupants to move in ahead of time.



Michigan Virtual University

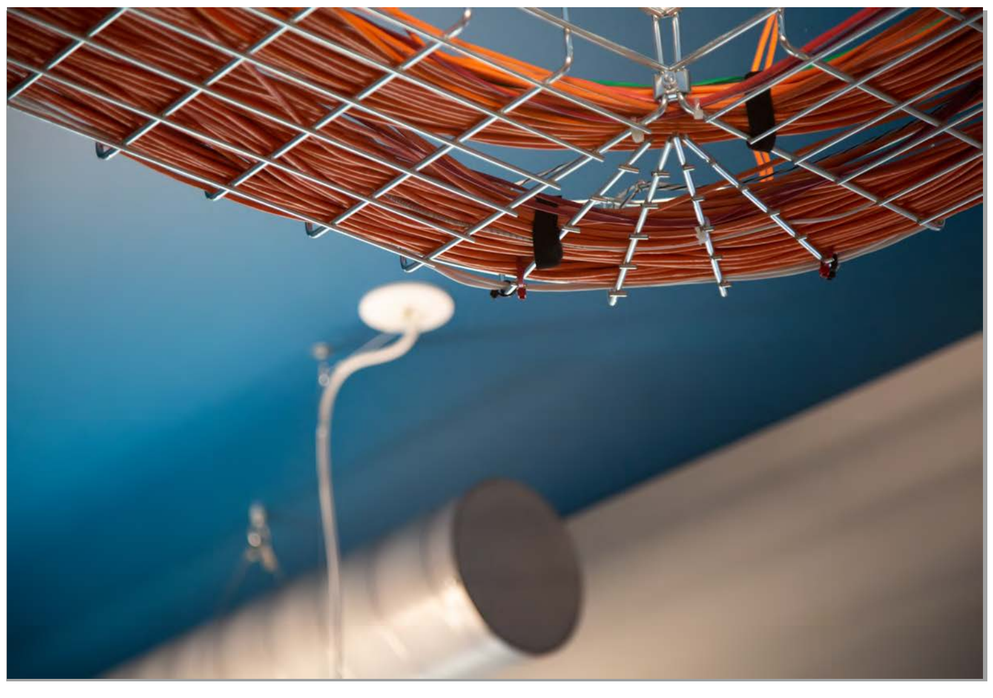
Contract Value:	**$3,500,000**
Commencement:	**2018**
Completion:	**2019**
Owner:	**Michigan Virtual University**
Architect:	**Bergmann Architects**
Project Manager:	**Brandon Garred**

About Project:

Michigan Virtual University purchased a vacant lot in Lansing, MI
with the intention of building a new 18,000 sq. ft. building. The building consists of wood framed walls and trusses constructed on a concrete slab.

The interior features offices, unique conference rooms, collaboration rooms, and beautiful finishes such as interior garage doors, custom acoustical wall panels, ceiling clouds, and vibrant splashed of color throughout the building.

This project was completed in a record-breaking 8 months.

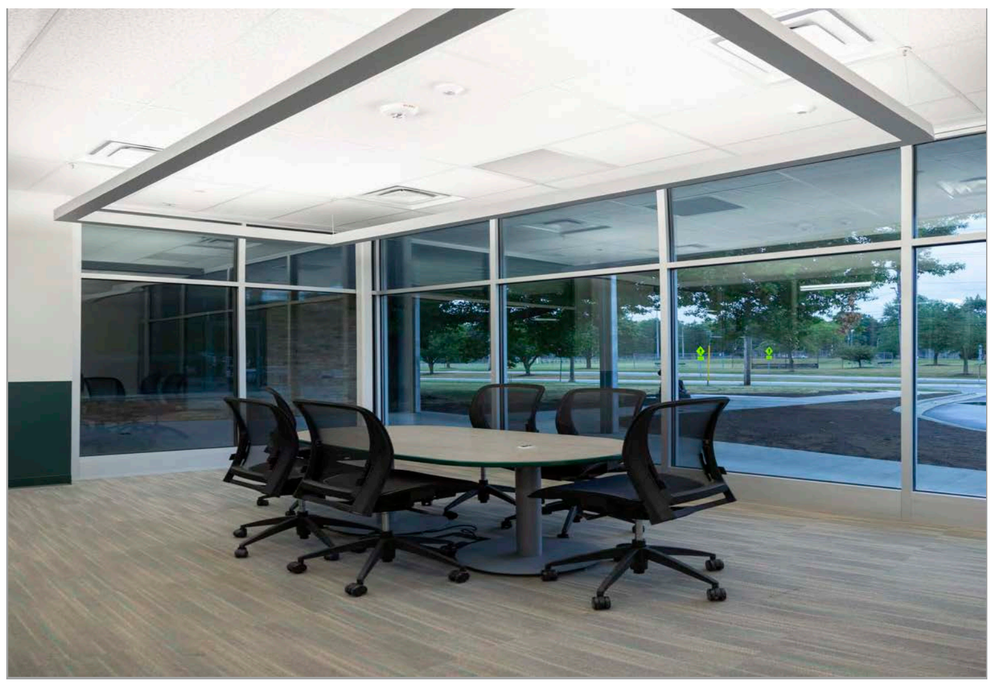


St. Thomas Aquinas Preschool Addition

Contract Value:	**$2,293,500**
Commencement:	**2019**
Completion:	**2019**
Owner:	**St. Thomas Aquinas**
Architect:	**Architectural Solutions**
Project Manager:	**David Rockafellow**

About Project:

St Thomas Preschool addition consisted of a 10,000 square foot addition to the existing school. The preschool features a three year old classroom and (2) four year old classrooms. In addition to the classrooms, the building contains administration space, kitchen space, and a large multipurpose room.

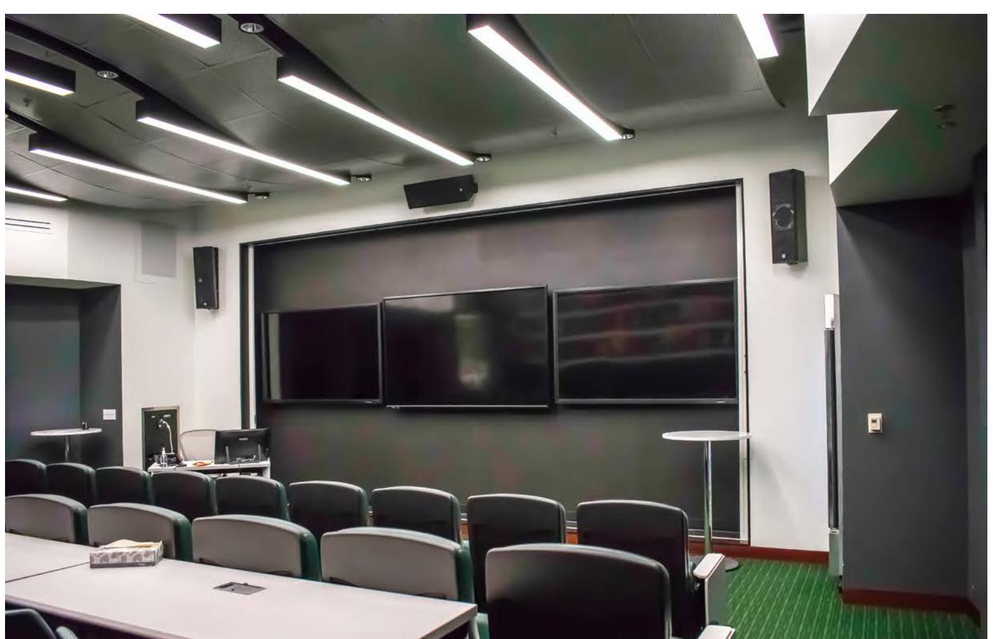


MSU Breslin Berkowitz Men's Basketball Offices

Contract Value:	**$1,467,551**
Commencement:	**2016**
Completion:	**2016**
Owner:	**Michigan State University**
Architect:	**Michigan State University**
Project Manager:	**Brandon Garred**

About Project: Michigan State University Men's Basketball Office's received a large improvement! Laux Construction renovated the front reception area with a new front desk, new pictures of the basketball team, and green overhang lights, as well as new flooring.

Coach Izzo received a brand-new office complete with new flooring, paint, lighting, and a patio, as well as landscaping. The athletes have a review room that is also sound proof, which received brand new LED TV's, theater-style reclining seats with the MSU logo, dimming lights, new flooring, and removable "hall of fame" wall. The practice court also received a new look. New polished flooring, and new wall décor!



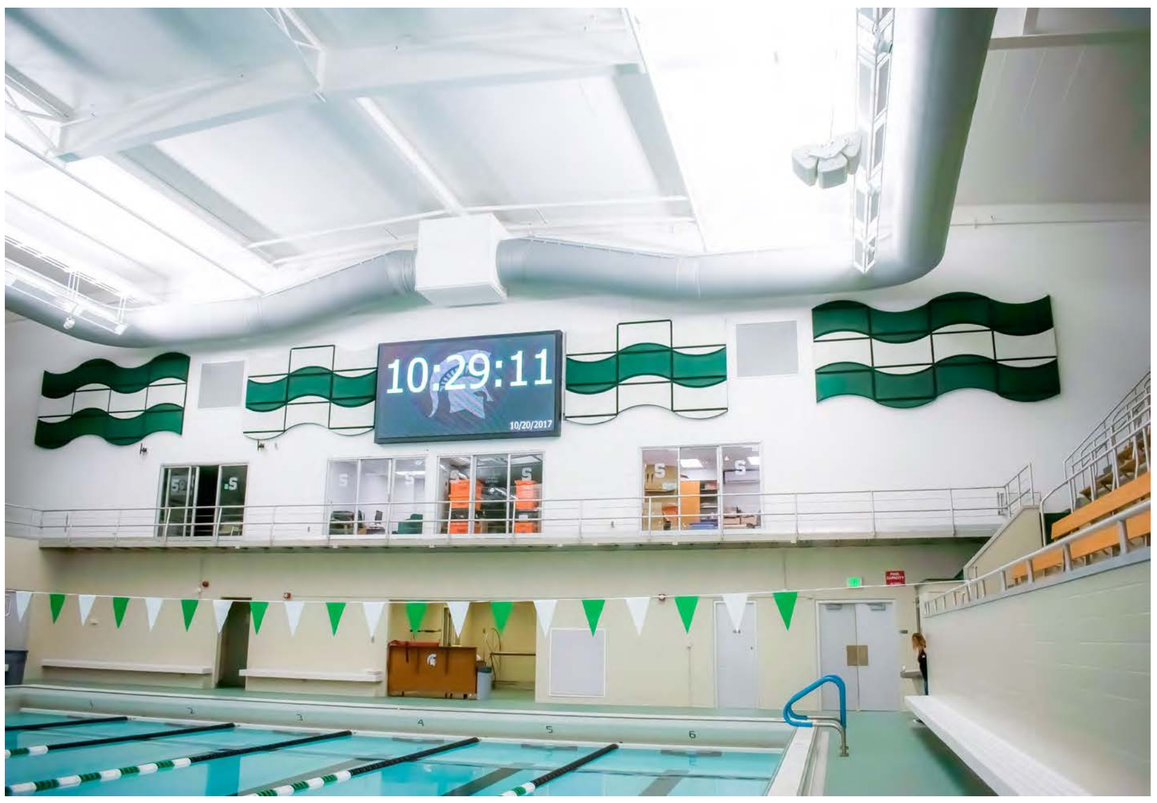
Michigan State University

Women's Basketball Offices

Contract Value:	**$ 325,000**
Commencement:	**2017**
Completion:	**2017**
Owner:	**Michigan State University**
Architect:	**Michigan State University**
Project Manager:	**Brandon Garred**

About Project: After completing the men's offices, the women received an upgrade as well. Previously, the main entrance and reception area was very dark, so, we added several light fixtures, white flooring, tiled walls, and a new reception desk making it much brighter. The review room contains sound-proof walls, theater-like seats, and two hand-etched glass panels.

Each coach's office also was renovated with new flooring, lighting, and paint.



MSU IM Sports West Pool Renovations

Contract Value:	**$2,661,200**
Commencement:	**2017**
Completion:	**2017**
Owner:	**Michigan State University**
Architect:	**Michigan State University**
Project Manager:	**Brandon Garred**

About Project: Laux Construction completed the upgrading of the indoor pool by replacing all tile in the interior of the pool. We added a new ceiling, scoreboard, wall décor, painted the existing bleachers which remained at the location, and added an automated water temperature pool water control system. Laux also replaced the existing HVAC systems, added new lighting and fire protection. In the locker rooms, new flooring, plastic lockers, new toilets, and showers.

East Lansing Public Library

Contract Value:	**$1,104,000**
Commencement:	**2016**
Completion:	**2016**
Owner:	**City of East Lansing**
Architect:	**DLZ Architects**
Project Manager:	**Brandon Garred**

About Project: This project had a very unique style. It contained very bright colors in several areas of the library. The North half of the library included implementing a new teen area, a children's area, renovating restrooms, and adding new restrooms. Laux Construction also added new flooring, wall décor, casework, electrical, plumbing HVAC, and a front reception area. The children's area has life-size pillows of pencils, erasers, animals, and many other fun attributes to keep the children quiet and busy. This was one of our most unique and colorful projects to date, and we are extremely happy with the outcome, as was everyone else involved.

The Idea People-New Warehouse

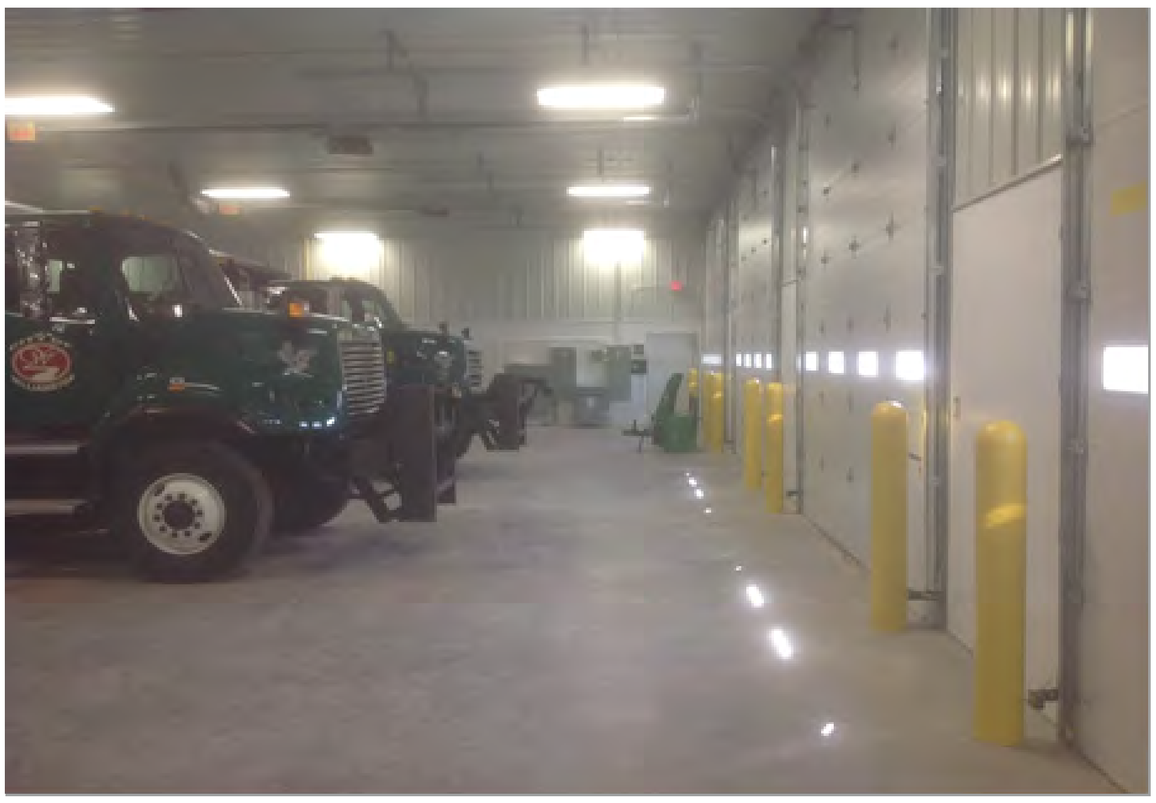
Contract Value:	**$531,000**
Commencement:	**2017**
Completion:	**2017**
Owner:	**Liz Dinkel**
Architect:	**Architectural Solutions LTD**
Project Manager:	**Brian Stiebe**

About Project: A beautiful, unique, and new warehouse and meeting space for a local Holt business. Everything came together so perfectly! The project consisted of a new warehouse for storage(not pictured), a lounging space, a workout room for employees to utilize and a kitchen.

City of Williamston-Police Department

Contract Value:	**$585,000**
Commencement:	**2015**
Completion:	**2015**
Owner:	**City of Williamston**
Architect:	**DLZ Michigan**
Project Manager:	**Brian Stiebe**

About Project: Laux Construction constructed a new 4,200 ft2 police department with vehicle garage. We were hired as the Construction Manager to team up with a design consultant to work with the City of Williamston's building committee to program, design and budget the project. The project was value engineered to allow for the new construction to fit within the available funds. Laux Construction directed the bidding process and supervision for the project. Project was completed in 4 months.



City of Williamston-DPW

Contract Value:	**$500,000**
Commencement:	**2017**
Completion:	**2017**
Owner:	**City of Williamston**
Architect:	**None**
Project Manager:	**Brian Stiebe**

About Project: Laux completed a 3,000 ft2 renovation to existing office space and 10,000 ft2 Storage Building. Laux Construction was hired as the Construction Manager to team with a design consultant and work with the City of Williamston's building committee to program, design and budget the proposed DPW campus.Once a budget was established, the project was bid in packages to accommodate the available funding.

Michigan State University- Duffy

Daugherty Players Lounge

Contract Value:	**$ 697,000**
Commencement:	**2009**
Completion:	**2009**
Owner:	**Michigan State University**
Architect:	**Michigan State University**
Project Manager:	**David Laux**

About Project: Laux Construction completed a full renovation for the MSU Football Team's Lounge. The project consisted of quite a bit of casework, lighting and electrical work, installing a bar type area, and a Gatorade refueling station. The lounge has a small kitchen area, along with an several TV's and projection screens for viewing capabilities.

The exposed brick and drop wood ceiling add a wonderful "home" feeling to this lounge.

CATA-Gateway

Contract Value: $4,997,000

Commencement: 2016

Completion: 2016

Owner: Capital Area Transportation Authority

Architect: DLZ Architects

Project Manager: Chris Martin

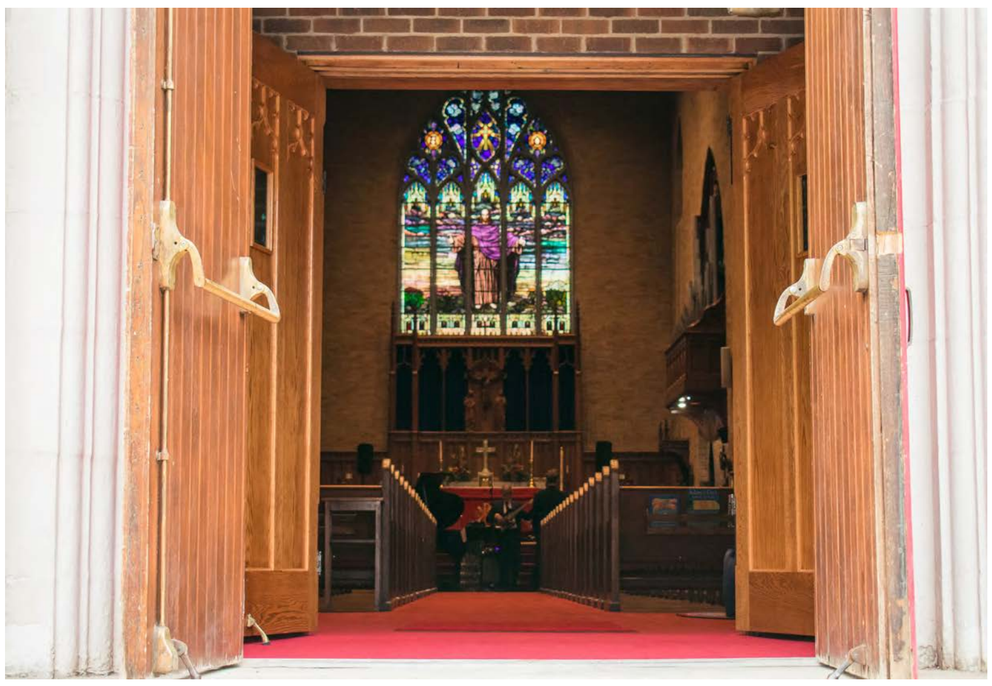
About Project: Laux Construction completed the demolition of four buildings, removal of site utilities, surface improvements, and the construction of a temporary parking lot, driveways, and building pad. During the construction of the new transit center, the existing center was to stay in full-operation through-out demolition and construction. New construction consisted of a new multi-modal transit center and associated site improvements on a 6 acre site including, earthwork, foundation, slabs, steel framing, insulation, electrical, lighting, fire alarm, chnology, and security systems.

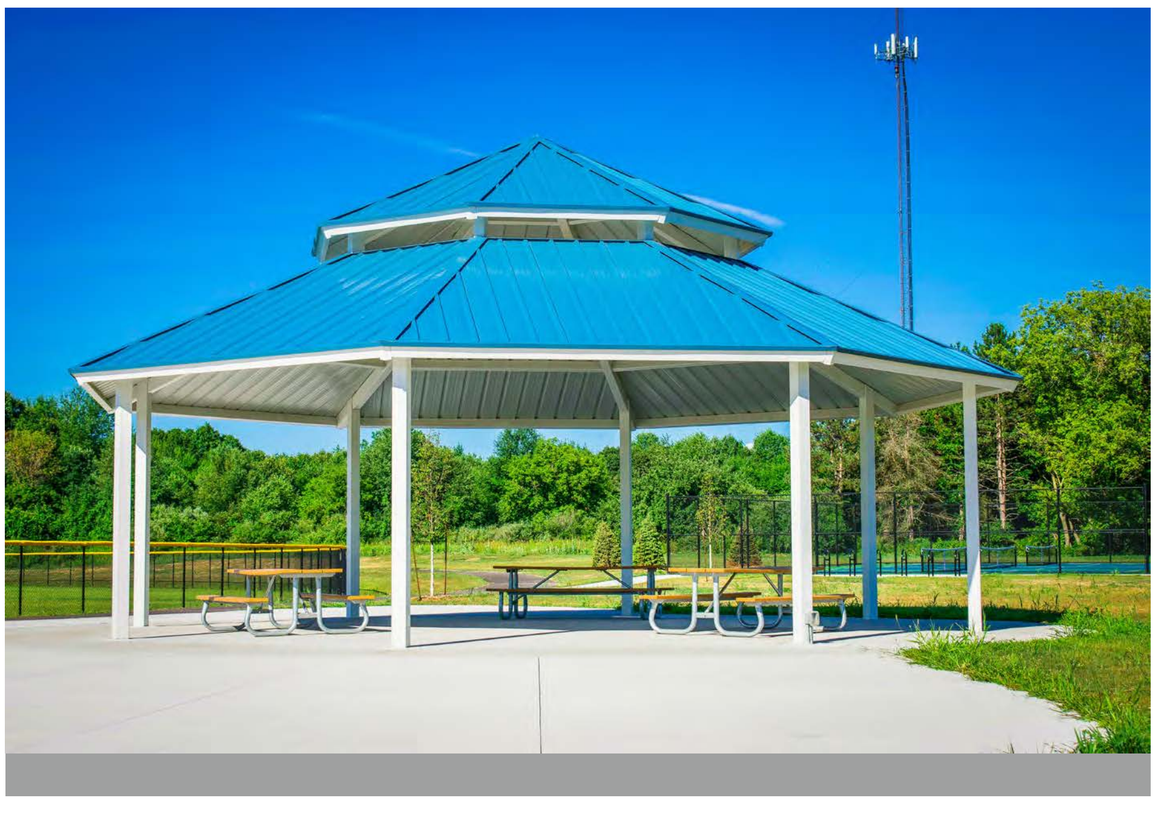
St. Paul Episcopal Church

Contract:	**$2,000,000**
Commencement:	**2017**
Completion:	**2018**
Owner:	**St. Paul Episcopal Church**
Architect:	**DLZ Architects**
Project Manager:	**Kevin Kruizenga**

About Project:

After a large windstorm in the spring of 2017, St. Paul Church had a large wall moved out of place and needed to be reconstructed. After being directed to us, we took on the task. Not only did the wall need to be fixed, but the church used the opportunity to make improvements to the rest of the church as well! New carpeting, pulpit windows, cleaning of interior brick, fresh paint, landscape on the outside, and several more upgrades. A new parking lot is also being added this summer!





Meridian Township-Haslett Towner Park

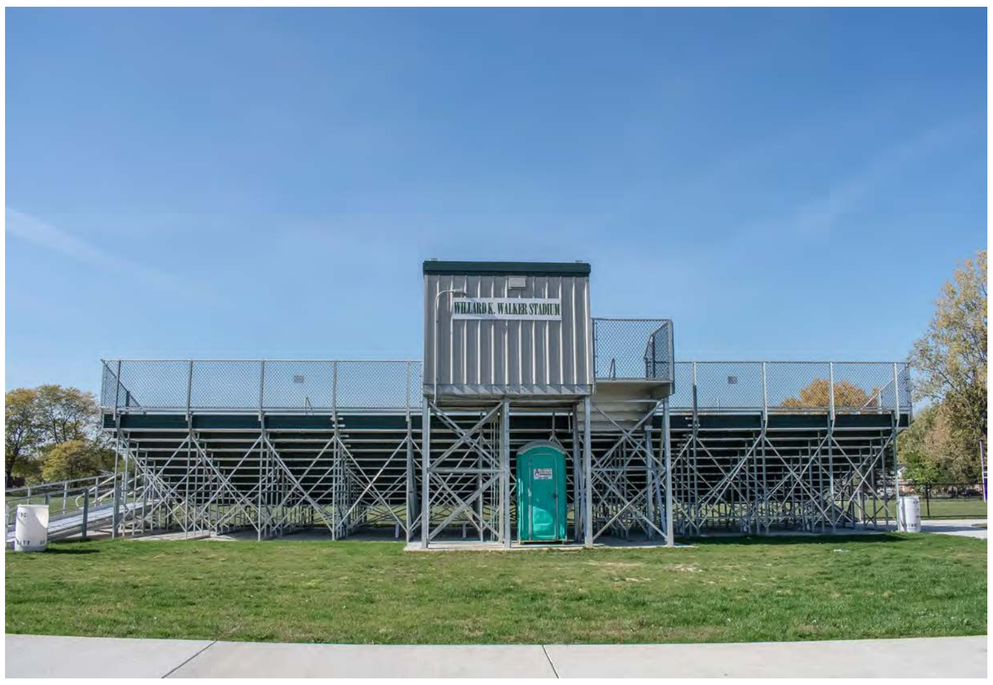
Contract:	**$2,714,426**
Commencement:	**2017**
Completion:	**2018**
Owner:	**Meridian Township**
Architect:	**Virdis Design Group**
Project Manager:	**Brandon Garred**

About Project: Laux Construction constructed a new park for Meridian Township! Complete with pickleball courts, two softball fields, a pavillon, and restrooms. This property also has a large open field, where soccer fields can be placed. The parking lot is newly constructed to give the completed look. Towner Park is beautiful, and the residents of the community will not be disappointed.

City of Lansing-Risdale Athletic Complex

Contract Value:	**$ 873,821**
Commencement:	**2017**
Completion:	**2017**
Owner:	**City of Lansing**
Architect:	**Hobbs+Black Architects**
Project Manager:	**Brandon Garred**

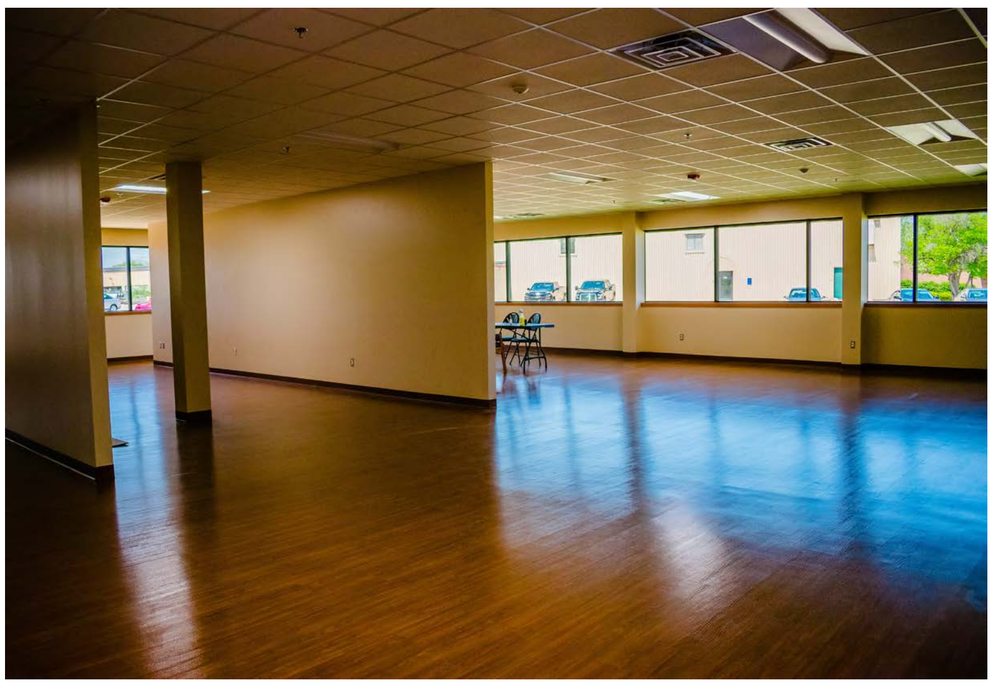
About Project: Risdale Athletic Complex was constructed as a new park and athletic complex. We brought in and installed new bleachers, installed a press-box, fencing, and a scoreboard. Hydro-seed field was also put in place. The field serves several purposes, but has football and soccer capabilities currently. A new asphalt parking lot, bike racks, and drinking fountain can also be found at the complex.



Tecomet- Office Expansion

Contract:	**$1,714,426**
Commencement:	**2017**
Completion:	**2018**
Owner:	**Meridian Township**
Architect:	**Virdis Design Group**
Project Manager:	**Brandon Garred**

About Project: Tecomet is a world-wide company, that needed to expand their offices in the greater Lansing Area. This office expansion consisted of conference rooms, areas to place cubicles, a cafeteria complete with tables, and a new locker room/restroom. The complete square footage of the new office expansion was 2,000 square feet!



Old Nation Brew Pub

Contract Value:	**$783,000**
Commencement:	**2015**
Completion:	**2015**
Owner:	**Old Nation Brew Pub**
Architect:	**None**
Project Manager:	**Brian Stiebe**

About Project:

We turned an old warehouse into a brewery.

We worked directly with the owner on this design-build project. Roughly 80% of the building was converted into a production facility for custom brews. The remainder of the building is a restaurant and brewery.

This is the City of Williamston's one and only brewery! It brings a nice, bright touch to the community!

St. Luke Lutheran Church

Commencement: 2017

Completion: 2017

Owner: St. Luke Lutheran Church

Architect: Bergmann Associates

Project Manager: Chris Martin

About Project:

Laux Construction has worked with St. Luke Church on several projects. On this specific one, we renovated the basement of the existing church including the choir room, lecture space, and youth space. Several bright colors were added, a color changing cross, modern wood paneling, and a kitchen area as well.

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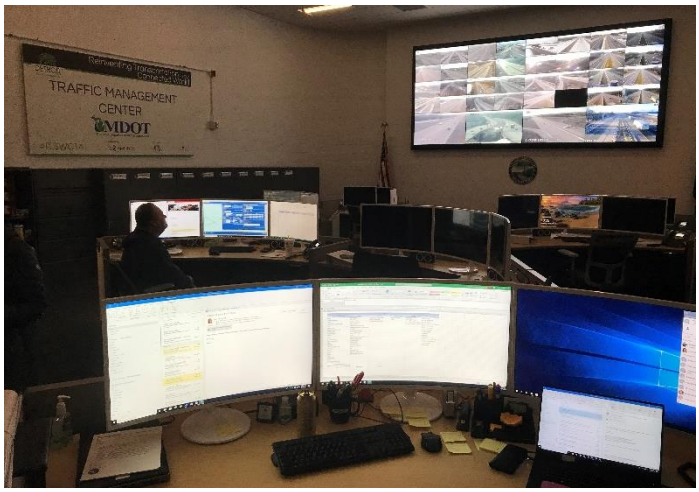
Term Contract Services (ISID)

VARIOUS MI LOCATIONS

CLIENT

State of Michigan DTMB
Timothy Hall
DTMB-DCD Project Director Manager
3111 W St Joseph Street
Lansing, MI 48917
(517.881.4173)



COMPLETION DATE

2012 – 2019

PROJECT COST

Various

DESCRIPTION

Bergmann has performed several architectural, engineering and construction administration assignments for the State of Michigan (DTMB) over our Term Service contracts. Bergmann has been retained for multiple three-year Professional Services Term Contracts and selected again for a three-year Design/Build Term contract in 2015. During the performance of work under these contracts we have had the privilege to work on a wide diversity of project assignments as can be seen by the project list below:

<u>Professional Services Contract</u>

1. *Cheboygan Lock & Dam* - Project consisted of the inspection and preliminary design report with budget cost estimate
2. *Correctional Facility Water Treatment Plant* - Architectural and Mechanical renovation design
3. *Michigan Library & Historical Center Forum* - Architectural & Electrical renovations of the Audio/Visual Room and associated controls
4. *Michigan State Police, EMHSD* - Complete Architectural & Engineering for conceptual study and design of facility addition
5. *MDNR Betsie Valley Trial* – Civil trail upgrades
6. *Constitution Hall Lighting Controls* - Architectural and Electrical design
7. *MDNR Maple River Flooding Dike Repairs* – Civil design for repairs to existing dikes
8. *Vietnam War Memorial* - Architectural & Landscape services
9. *MDOT, Blue Water Bridge* - Mechanical/Electrical Upgrades to the adjoining booths
10. *Michigan State Police Training Academy* – Study to replace existing entrance glazing system
11. *Energy Center Roof Study* – Green roof and solar study for feasibility of roof replacement
12. *Governor Residence ADA Study* – Evaluation of the existing facility
13. *Rose Lake* – Roofing and interior renovation
14. *Building 600* – Toilet renovations
15. *MSP Fowlerville Weigh Station* – Addition - Study

2015 Design/Build Contract

1. *Geagley Office* - Complete office renovations, architectural and mechanical/electrical services
2. *Michigan State Police, Headquarters* - Door replacement throughout the facility, architectural
3. *MDOT C&T STOC* - Complete office renovations, architectural and mechanical/electrical services
4. *General Services Building* – New offices, lighting and HVAC
5. *Hannah Building Stair Repairs* – Stair replacement due to corrosion
6. *General Service Building* – New electrical and HVAC upgrades for a new printer
7. *Rick's Road Improvements* – Replacement of Rick's Rod with new base and grading
8. *Vehicle and Transportation Services Building* – Entrance glazing system replacement
9. *Michigan State Police Training Academy Water Infiltration* – Repairs to water damaged areas
10. *MSP Forensics Lab* – Repairs to eliminate water damning issues on the roof
11. *Michigan State Police HQ Stairs* – Stair upgrades and pressurization

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MDOT Construction & Technology Building Renovations

DIMONDALE, MI

CLIENT

State of Michigan DTMB
Jan Miller
DTMB-DCD Project Director
3111 W St Joseph Street
Lansing, MI 48917
(517.338.6406)

COMPLETION DATE

2020

PROJECT COST

Estimated $4M

HIGHLIGHTS

- Consolidating staff with in the facility and from other locations
- Re-purposing existing lab space into new open office space
- New staff Break Area and Toilet facilities
- New open office environments
- Phasing and completing construction while the facility remains occupied.

DESCRIPTION

Bergmann is currently providing professional services to the State of Michigan Department of Technology, Management and Budget for program analysis, schematic design, construction documents and construction administration services for the renovation of the MDOT Construction and Technology building located at the State Secondary Complex in Dimondale, Michigan. The project involves reviewing the department programming and preliminary facility layouts that were completed by MDOT staff, providing validation and recommendations to the program and layouts, demolition of numerous existing offices and labs, and the build out of new open office space, conference rooms, toilet rooms, breakroom and outdoor patio area. The new spaces will provide staff with an up to date working environment and amenities that will serve staffing needs into the future.

MDOT staff will maintain occupancy of the building throughout construction and will also be relocating staff from off-site facilities – this is requiring the construction to be completed in three phases. Detail to coordination with mechanical and electrical system is crucial to maintaining staff functions and safety and will be coordinated with staff relocations throughout construction.

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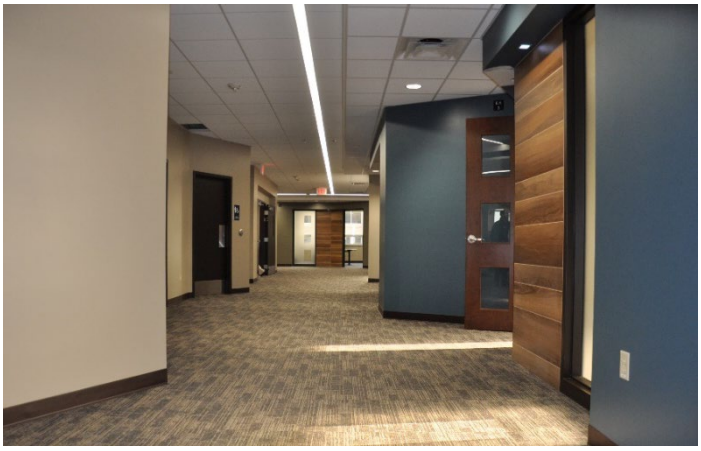
Steven T. Mason Renovations

LANSING, MI



CLIENT

State of Michigan DTMB
Timothy Hall
DTMB-DCD Project Director Manager
3111 W St Joseph Street
Lansing, MI 48917
(517.881.4173)

COMPLETION DATE

2013 – 2015

PROJECT COST

$19.8M

HIGHLIGHTS

- Complete renovations of 8 floors (235,000 sf)
- New core amenities – conference rooms, huddle rooms, breakroom and toilets
- Relocated three State Departments into the facility
- Entire new HVAC system with new penthouses
- New electrical system and data distribution

DESCRIPTION

Bergmann Associates provided professional services for Architectural, Structural, Mechanical, Electrical, and Plumbing Construction Documents to accommodate the desire to renovate and update the Steven T Mason building along with increasing the facility's occupancy to nearly 900. Bergmann collaborated with DTMB, State Departments and the Project Team throughout the entire process from existing measurements to construction administration. New core amenities where developed for each floor, programming space requirements for each State Department and necessary director offices and additional huddle space provided. The design team work closely with the DBI, the State work station supplier, to coordinate work station layouts and providing power and data connection locations.

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Constitution Hall Restacking & Renovations

LANSING, MI

CLIENT

State of Michigan DTMB
Timothy Hall
DTMB-DCD Project Director Manager
3111 W St Joseph Street
Lansing, MI 48917
(517.881.4173)

COMPLETION DATE

2013 – 2014

PROJECT COST

$3.4M

HIGHLIGHTS

- Restacking - increasing occupancy from 1,100 to 2,000)
- Renovations of 7 floors (500,000 sf)
- Developed new conference areas and huddle rooms
- Phased construction and staff relocations

DESCRIPTION

Bergmann Associates provided professional services for Architectural, Mechanical, Electrical, and Plumbing Construction Documents to accommodate the desire to increase occupancy within Constitution Hall. Bergmann collaborated with DTMB, State Departments, DBI (system furniture State contract supplier) and the Project Team throughout the entire process. New, strategically located huddle rooms where developed on each floor to accommodate the smaller work station sizes to allow staff space for meetings and private conversations.

The facility needed to remain in operation throughout construction, which required more than nine phases of construction and staff moves. The design team included a move management specialist to facilitate coordination through every departmental move. The design documents had to be coordinated early in the process with all the system furniture changes to accommodate a smooth construction process.

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Jackson State Office Building Renovations

JACKSON, MI

CLIENT

State of Michigan DTMB
Judson Sorensen, PE
DTMB-DCD Project Director
3111 W St Joseph Street
Lansing, MI 48917
(517.284-7916)

COMPLETION DATE

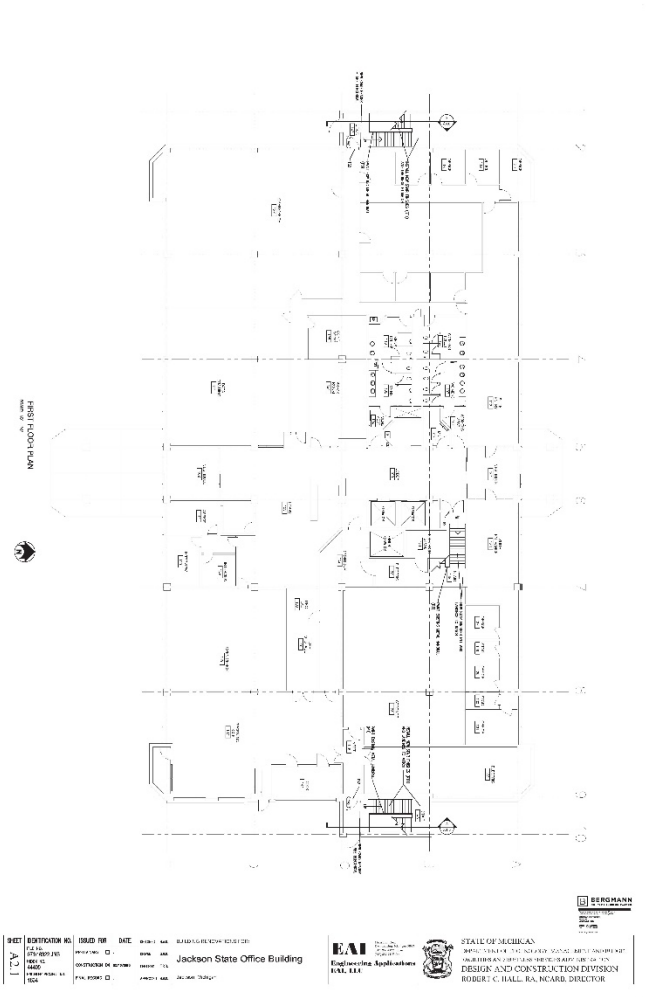
2019

PROJECT COST

$4M

HIGHLIGHTS

- Coordinated department reconfigurations and new floor layouts; including new toilets, breakroom, conference rooms and huddle rooms
- New HVAC upgrades on existing occupied floors
- Phased project with construction occurring at night working over existing office furniture and half a floor at a time



DESCRIPTION

Bergmann Associates provided professional services for Architectural Construction Documents to accommodate the upgraded HVAC systems (partnered with a mechanical and electrical engineer) on each floor of the building and the reconfiguration of State departments (offices and workstations). Worked together with DBI (State furniture contractor) developing new layouts to consolidate State departments for a more efficient floor layout. New conference rooms and huddle rooms were located on each floor along with completely upgraded toilet facilities and breakroom. The entire existing ceiling system was removed to provide the necessary accessibility to install new fire protection lines, new vav boxes, ductwork and lighting.

Project phasing plans were developed due to the requirement that the facility needed to remain in operation during construction. Initially the plan was to temporarily relocate staff off an entire floor to other locations in the building, but this deemed not feasible. Phasing plans were included as part of the construction documents to allow half of a floor to be worked on after hours, and in certain locations, over existing work stations.

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DTMB Austin Building Renovations

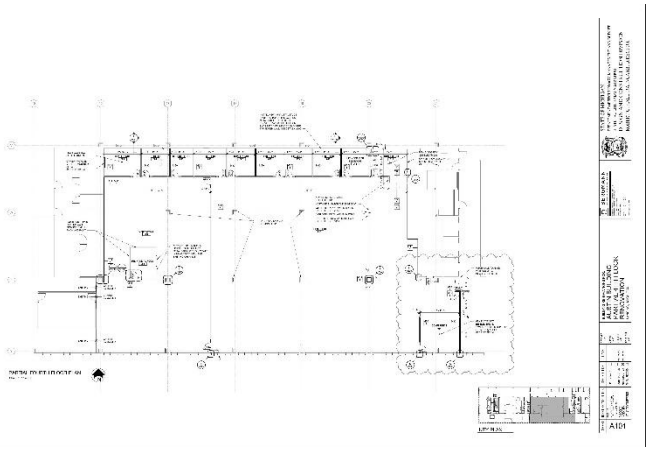
LANSING, MI

CLIENT

State of Michigan DTMB
Susan Wheaton
DTMB-DCD Project Director Manager
3111 W St Joseph Street
Lansing, MI 48917
(517.272.9945)

COMPLETION DATE

Early 2020



PROJECT COST

$2.1M

HIGHLIGHTS

- Interior renovation of 15,000 square feet
- Complete facility Fire Alarm system upgrades
- Complete facility BAS control system upgrades
- New AHU dynamic air filter system

DESCRIPTION

Bergmann Associates provided professional services to the State of Michigan Department of Technology, Management and Budget for schematic design, construction documents and construction administrative service for interior renovations to the fourth floor of the Austin Building located in downtown Lansing, Michigan. The renovations to approximately 15,000 square of existing interior office space and data center included demolition of existing demising walls, offices and associated mechanical and electrical equipment and the build out of two new office suites including new open office areas, private offices, conference rooms, mechanical distribution systems and electrical power, data and lighting.

The project expanded into also re-designing and upgrading the entire fire alarm system (included salvaging existing devices for use at other State facilities, since some of the devices are no longer available) with a new main panel and devises, a new BAS control system and associated wiring and also replacement of the AHU filtration system with a new dynamic air filtration system. All of the fire alarm and BAS control work is being completed during night shifts.

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Cheboygan Lock & Dam Seepage Mitigation Design & Lower Lock & River Embankment Studies

CHEBOYGAN, MICHIGAN

CLIENT

Michigan Dept. of Technology Mgmt. & Budget
Joel Gordon, Project Director (517.242.0761)
Keith Cheli, LLA, AICP, DNR Regional Field Planner
(231.627.4632)

PROJECT COST

$165,000

COMPLETION DATE

2014

HIGHLIGHTS

- Phase 100 Study to evaluate, assess and make recommendation for the walls at the lock chamber and lower discharge area.
- Phase 400 Preliminary Design services for improvements related to stabilizing the existing dam embankment seep and slumping.
- Phase 500 Final Design and Construction Documents related to improvements to the dam and wooden stairway down to the lower fishing pool.
- Phase 600 and 700 Construction Support related the dam improvements.

DESCRIPTION

Bergmann Associates was retained by DTMB to evaluate the existing Cheboygan Lock and make recommendations with respect to continued maintenance and future improvements for the structure. The evaluation and related report included observation and historical review of the lock walls, the miter gates, lock safety features, the movable access bridge associated with the structure, and lock approach channel and walls.

As part of their contract Bergmann Associates complete design and provided construction support for stabilization improvements to the dam to address embankment seep and slumping and a new wooden stairway from the upper viewing area down to the lower fishing pool.

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St. Johns County – Department of Public Works Facility

ST. AUGUSTINE, FL

CLIENT

St. Johns County, Florida
Kevin Wiseman – Director of Facilities Management
St. Johns County Board of County Commissioners
2416 Dobbs Road
St. Augustine, FL 32086
(904) 209-0195

PROJECT COST

$10 Million

COMPLETION DATE

Anticipated 2019

HIGHLIGHTS

- Full service design & construction administration
- Project was design and constructed in a phase manner to allow continuous operation during construction.

DESCRIPTION

The project will encompass approximately 145,000 sq. ft. of new construction and will entail the demolition of approximately 60,000 sq. ft. of existing building and infrastructure. The project scope includes three separate buildings, each of which will house the fleet, maintenance and administration functions for the county. Feasible alternatives were presented at each stage to optimize the proposed systems within the requested budgetary constraints.

The Fleet building was designed to consider blast mitigation, ventilation and fire suppression parameters for the county's intended use of Compressed Natural Gas as a fuel choice for all vehicles. Among other concerns were air quality, light and ventilation as well as optimal solutions for vehicular access such as oversized doors and configuration, location and type of overhead bridge cranes and storage parameters to ensure efficient use of tools and equipment. The project approach entailed a thorough investigation of user needs and existing space provisions as well as a site study to determine key circulation requirements, preferred geographic orientation, coordinated entry sequence and clear division of public and private access.

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Main Facility & Cold Storage Building

WILLIAMSTON, MI

CLIENT
Laux Construction

Brian Stiebe
Lauz Construction
4218 Charlar DR.
Holt, MI 48843
(571) 694-0117

PROJECT COST
$520,505

COMPLETION DATE
2016

HIGHLIGHTS
- Construction documents for electrical permitting.
- Coordination with mechanical design.
- Lighting layout in the new Cold Storage Building
- Coordinate generator requirements with other trades.

DESCRIPTION
Bergmann Associates teamed with Laux Construction to provide professional services for Electrical Engineering and Drafting services for a new back-up generator, furnace replacement and new Cold Storage Building for the Williamston DPW.

The project consists of completing design and permit drawing for a new generator, electrical required for furnace upgrade and a new Cold Storage Building. The generator design will include sizing a new generator, transfer switch and feeder required to back-up the existing office building, new Cold Storage Building, Salt Barn, and the Water Tower. Then furnace upgrade will include demolition of the existing furnaces and condensing units plus the required feeders for the new Roof-Top Units. The design for the Cold Storage Building will include a new electrical feeder from the existing Office Building, lighting layout, power layout, and electrical requirement for mechanical equipment.

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ARCHITECTS ENGINEERS PLANNERS

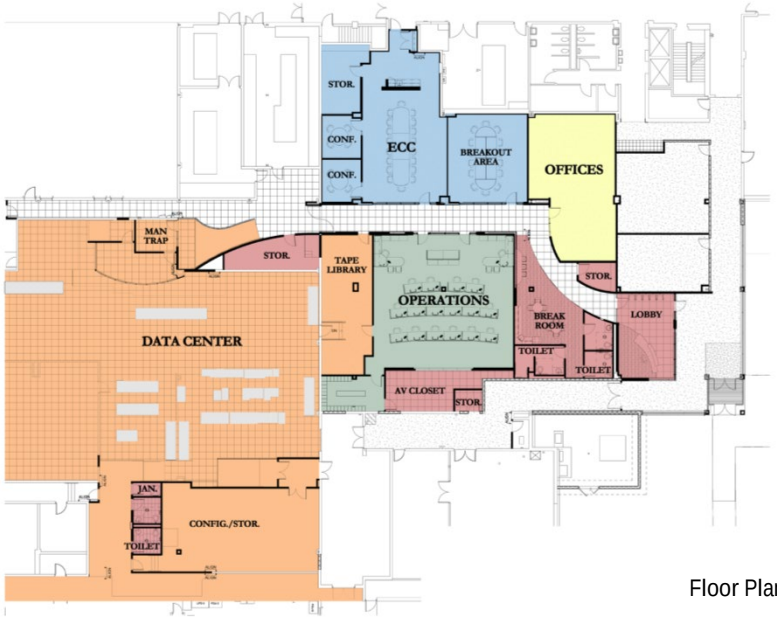
D.I.T. Lake Superior Hosting Center
Data Center Expansion
DIMONDALE, MI

CLIENT
Michigan Department of Technology, Management and Budget along with the Department of Information Technology

Secretary of State Office Building
7064 Crowner Drive
Dimondale, Michigan 48821

PROJECT COST
$2.1 M.

COMPLETION DATE
2013



Floor Plan

HIGHLIGHTS
- Full Architectural Design & Construction Administration
- Renovation of Existing Space

DESCRIPTION
The scope of the project consists of a 17,730 sq. ft. renovation to include an Emergency Command Center (ECC) and DIT Operations along with expansion of the existing Data Center located within the State of Michigan Secretary of State Office Building. Bergmann Associates met with each department involved to include their goals, expectations, short and long term needs, and growth requirements within a program. Bergmann coordinated with EAI throughout the Design phases which included programming Schematic Design, Design Development, Construction Documents, and Construction Administration when construction kicks off in June 2012. Design challenges include the close proximity of the ECC and the Operations in relation to keeping circulation within the existing space. The space was designed for the comfort of everyday use, tours, and emergency lockdown use within the security requirements of the Data Center.


Perspective View of ECC


Perspective View of Operations

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Corporate Headquarters

MASON, MI

CLIENT
Dart Container Corporation

John Alfano, Facilities Manager
500 Hogsback Road
Mason, Michigan 48854
(517) 244-3131

PROJECT COST
Approx. $23M.

COMPLETION DATE
May 2014

AWARDS/CERTIFICATIONS
- Project to be LEED certification

HIGHLIGHTS
- Bergmann Associates is the prime Consultant and provided Programming, Space Planning, Architectural, Structural Engineering, MEP, Civil Engineering, LEED and Interior Design Services
- Total building square footage is 140,00 square feet
- Bergmann Associates *(thru former Ledy Design Group*) has provided consulting services to the Dart Container Corporation since 1992
- Three story with full lower level
- Space planning for multiple user groups
- Building design using 3D software
- Architectural and Engineering Design

DESCRIPTION
Bergmann Associates has been commissioned for full design services for Dart's new corporate Headquarters in Mason, Michigan. Work for the project began with assisting the Owner in the programming phase to determine the functional space requirements and desired adjacencies. As the actual departments to be located within the new facility were subject to change as final design progressed, the design needed to provide for a variety of layouts (ratios of enclosed to open office areas) and flexibility of departmental growth. The design of a three story building with a

FRONT (SOUTHWEST) RENDERING

REAR (NORTHEAST) RENDERING

VIEW FROM OFFICE BUILDING TOWARDS TRIBUTE GARDEN

central public core created the desired departmental arrangement for the Owner – while allowing for a reasonable amount of flexibility in the future for departmental rearrangement.

The use of Revit 3D CADD systems allowed the design staff to quickly and cost effectively illustrate to the Owner the various design option for the façade as well as the interior space planning.

The projects location adjacent to an existing tribute garden provided the opportunity for incredible views. The façade includes large expanses of glass especially at the buildings corners and entry which are utilized as conference/meeting/break area spaces to allow large quantities of natural light to penetrate into the central open office areas. The two flanking stair towers shown below are designed with extensive external and internal glass areas to bring additional natural light into the central open office areas and to create an inviting space to encourage their use over traditional elevator cores.

MAIN ENTRANCE COMMONS

DART LEARNING CENTER

CONFERENCE ROOM

BREAK ROOM

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

ABEM Addition

EAST LANSING, MI

CLIENT

American Board of Emergency Medicine
Stacey Mellor
Operations Specialist
3000 Coolidge Road
East Lansing, MI 48823
517.332.4800
smellor@abem.org

COMPLETION DATE

2014

PROJECT COST

$2.8M

HIGHLIGHTS

- Board room offers high ceilings with beautiful exposed gluelams with its timber construction.
- Addition (interior and exterior) keeps with the prairie style of the existing building that ABEM has loved over their 20 years of occupying the building.
- Lighting throughout the space was updated to stylistic LED fixtures, which gives a prairie style feel with technology, giving a modern additive.

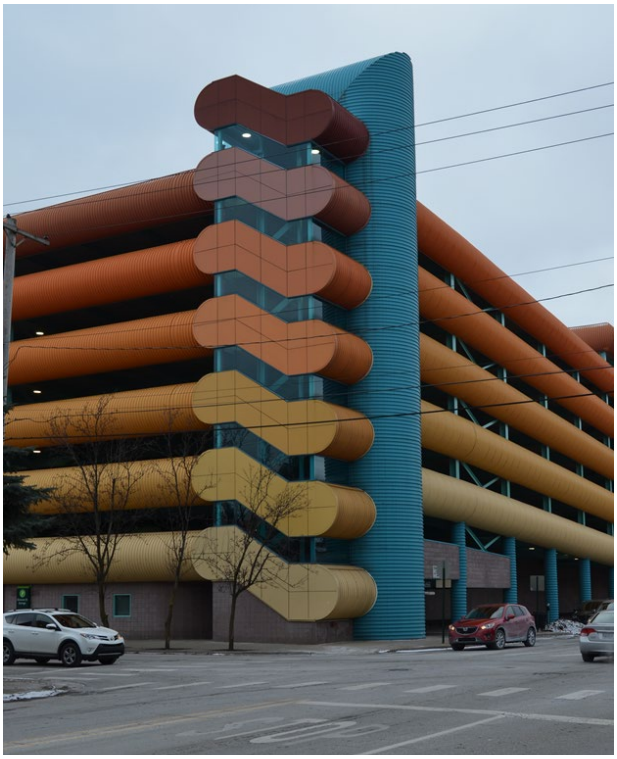
DESCRIPTION

Bergmann Associates provided professional services for Architectural, Structural, Mechanical, Electrical, and Plumbing Construction Documents to renovate their existing space and introduce an addition on the back of the building to accommodate growth in the company. Client concerns with space, prairie style look and feel, keeping with the sophistication and atmosphere of the company were addressed with the new design layout, fixtures, and materials. Bergmann worked with ABEM and the contractor to phase the construction in a manner to minimize disruption to the staff while completing construction during normal business hours.

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Charles & Division St. Parking Garage

CITY OF EAST LANSING



CLIENT

City of East Lansing
Administrator Parking Department
Mt. Pleasant, MI 48859
Caleb Sharrow (517.337-1277)

PROJECT COST

$93,800

COMPLETION

2017

HIGHLIGHTS

- Determine best means to keeping the ramp functional for the City, as well as costs minimal.
- Structural engineering to determine the best location for 100KW generator.
- Budgetary project costs, generator specifications, and prelim-drawings provided for City Council approval. Bid documents created as well as Construction Administration services that included shop drawing review, meetings and final punch list.

DESCRIPTION

Bergmann Associates was awarded the contract to perform a study on both the Charles Street and Division Street Parking Ramps located in the City of East Lansing. The study was to determine the size, location, and cost of providing a generator to the facility. The City provided the basis of what they desired to be on the generator at each ramp, which included: emergency lighting, the parking payment booths, permit readers, and elevators. The desire was to have the ramps fully functional during a power outage.

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

State of Michigan Blue Water Bridge Toll Booth HVAC

PORT HURON, MI

CLIENT
CSM Group

Brian Beaver
CSM Group
444 West Michigan Ave.
Suite 200
Kalamazoo, MI 49007
(616) 458-5600

PROJECT COST
N/A

COMPLETION DATE
2016

HIGHLIGHTS
- Develop Owners Project Requirements (OPR) Document.
- Concept Design for wide range of owner requests.
- Challenging design constraints.

DESCRIPTION
Bergmann Associates was requested by The CSM Group to study the heating systems for the toll and border protection booths at the Blue Water Bridge in Port Huron Michigan.

LAUX CONSTRUCTION

2020 Indefinite-Scope Indefinite-Delivery
For Minor Project Design-Build Services

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Part 2—Cost Proposal

BILLING RATE AND FEE SCHEDULE

Firm Name **Laux Construction, LLC**

Yearly Hourly Billing Rate Increase (percentage) 3%

Employee Name	Position/Classification	Year 1	Year 2	Year 3
Design Staff (Bergmann)				
Alan Goschka/Tom Reder	Principal/Department Manager	$185.00	$190.00	$195.00
Cody Carew	Project Architect	$125.00	$129.00	$133.00
Paul Furtaw	Civil Engineer	$165.00	$170.00	$175.00
TBD	Civil Designer	$125,00	$129.00	$133.00
Jeff Ledy	Structural Engineer	$185.00	$190.00	$195.00
TBD	Structural Designer	$145.00	$150.00	$155.00
Louis Hill	Mechanical Engineer	$165.00	$170.00	$175.00
TBD	Mechanical Designer	$125.00	$129.00	$133.00
Angela Robinson	Electrical Engineer	$165.00	$170.00	$175.00
TBD	Electrical Designer	$125.00	$129.00	$133.00
Construction Staff (Laux Construction)				
David Laux	President	$93.00	$95.00	$98.00
Chris Martin	Director of PM & Estimating	$93.00	$95.00	$98.00
Brian Stiebe	Project Manager/Estimator	$81.00	$83.00	$86.00
Brandon Garred	Project Manager/Estimator	$81.00	$83.00	$86.00
Various	Site Superintendent	$81.00	$83.00	$86.00
Various	Carpenter	$81.00	$83.00	$86.00
Various	Laborer	$75.00	$77.00	$79.00
Ronni Laux	Office Manager	$81.00	$83.00	$86.00
Kitty Gailey/Kori Crippen	Acct. Payable/Receivable	$69.00	$71.00	$73.00

FEE SCHEDULE

O&P SCHEDULE	
Project Size Range	O&P %
All projects (regardless of size)	10%

Bond Cost Schedule	
Project Size Range—All projects (regardless of size)	Bond 1%

APPENDIX IV

DB ENTITY AND PROFESSIONAL CERTIFICATION FORMS

R 12/16/13

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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

Vendor must have, during the 12 months immediately preceding this bid deadline:
or
If the business is newly established, for the period the business has been in existence, it has:

(check all that apply):

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

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

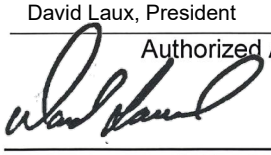
I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

- [X] Bidder qualifies as a Michigan business (provide zip code: 48854)
- [ ] 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: Laux Construction, LLC

David Laux, President
Authorized Agent Name (print or type)



2/12/20
Authorized Agent Signature & Date

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

R 12/16/13

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

Responsibility Certification

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

(a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.

(b) Has not had a felony conviction in any state (including the State of Michigan).

(c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.

(d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

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

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

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

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

(i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:

i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the time period required.
iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).

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

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

Bidder: Laux Construction, LLC

David Laux, President
Authorized Agent Name (print or type)

2/12/20
Authorized Agent Signature & Date

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

R 12/16/13

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Facilities and Business Services Administration
Design & Construction Division

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

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- [ ] Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

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

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

Bidder shall also indicate one of the following:

- [x] Bidder qualifies as a Michigan business (provide zip code: 48917)
- [ ] 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: BERGMANN

RICHARD W. CHELOTTI / SR VICE PRESIDENT
Authorized Agent Name (print or type)

02/12/2020
Authorized Agent Signature & Date

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R 12/16/13

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

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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:

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(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.

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(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:

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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).

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

Bidder:

Authorized Agent Name (print or type)

02/12/2020
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

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

OFFICE FACILITIES:
Rents and Related Expenses
Utilities
Cleaning and Repair

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

SERVICES (PROFESSIONAL):
Accounting
Legal
Employment Fees
Computer Services
Research

FINANCIAL:
Depreciation

EQUIPMENT RENTALS:
Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

TRAVEL:
All Project-Related Travel*

MISCELLANEOUS:
Professional Organization Dues
for Principals and Employees
Licensing Fees

SERVICES (NONPROFESSIONAL):
Telephone and Telegram
Messenger Services

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

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

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

PRINTING AND DUPLICATION:
Specifications (other than Contract Bidding Documents)
Drawings (other than Contract Bidding Documents)
Xerox/Reproduction
Photographs

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

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

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

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2020

MICHIGAN SELECT CITIES *

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

MICHIGAN IN-STATE ALL OTHER

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

OUT-OF-STATE SELECT CITIES *

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

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	$10.25	$13.25
Lunch	$10.25	$13.25
Dinner	$23.50	$26.50
Per Diem	**$97.00**	
Lodging	$51.00	
Breakfast	$10.25	
Lunch	$10.25	
Dinner	$23.50	

Incidental Costs (per overnight stay) $5.00

Mileage Rates

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

*See Select High Cost City Listing
**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

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

Michigan Select Cities / Counties

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

Out of State Select Cities / Counties

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

LAUXCON-01 CGOODKNECHT

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME: Connie Goodknecht	
David Chapman Agency, Inc. P.O. Box 30109 Lansing, MI 48909	PHONE (A/C, No, Ext): (517) 319-8245	FAX (A/C, No): (517) 321-9443
	E-MAIL ADDRESS: cgoodknecht@davidchapmanagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hanover Insurance	22292
INSURED Laux Construction, LLC RAS Contracting Inc 1018 Hogsback Road Mason, MI 48854	INSURER B : Allmerica Financial Benefit	41840
	INSURER C : ABC Workers Compensation Fund	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		Z7HH140780	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AWHH140726	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			U7HH140825	1/1/2020	1/1/2021	EACH OCCURRENCE AGGREGATE **Aggregate**	$ 5,000,000 $ $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LAUXC-C	5/1/2019	5/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	**Installation Floater**			Z7HH140780	1/1/2020	1/1/2021	**Installation Floater**	713,800

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

The State of Michigan, its Departments, Divisions, Agencies, Offices, Commissions, Officers, Employees & Agents are included as Additional Insureds for General Liability only per form 421-2915 as required by written contract:2020 Design Build ISID for Minor Projects Contracts #00865

CERTIFICATE HOLDER

State of Michigan Dept of Technology Management & Budget
Design & Construction Division
PO 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

David S. Chapman

BERGASS-01 MDONOVAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/13/2020

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company A(XV)	20508
INSURER B : Continental Insurance Company A(XV)	35289
INSURER C : Transportation Insurance Company A(XV)	20494
INSURER D : Berkley Insurance Company A+, XV	32603
INSURER E :	
INSURER F :	

INSURED

Bergmann Associates,
Architects, Engineers, Landscape
Architects & Surveyors, D.P.C.
280 East Broad Street, Suite 200
Rochester, NY 14604

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	X	X	6050096655	8/15/2019	8/15/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6050096641	8/15/2019	8/15/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			6050096672	8/15/2019	8/15/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC650096669	8/15/2019	8/15/2020	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			AEC903390004	12/31/2019	12/31/2020	Per Claim	1,000,000
D	& Pollution Liab			AEC903390004	12/31/2019	12/31/2020	Aggregate	2,000,000

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

AI by GL Endorsement Form #CNA75079XX, AI Auto #CNA71527XX to the extent provided therein. All Coverages are in accordance with the policy terms and conditions.

Re: Contract No. 00865; Department of Technology, Management and Budget State Facilities Administration, Design Build Indefinite-Scope, Indefinite-Delivery (ISID) Contract for Minor Projects, Various States and Various Locations, Michigan.

The State of Michigan shall be included as additional insured with respects to General Liability where required by written contract. General Liability is primary
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Laux Construction, LLC
1018 Hogsback Road
Mason, MI 48854

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

Michael Herlihy

AGENCY CUSTOMER ID: BERGASS-01 MDONOVAN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ames & Gough	Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. 280 East Broad Street, Suite 200 Rochester, NY 14604
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
and Non-contributory as required per written contract. A Waiver of Subrogation and 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

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 <u>not</u> 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 of otherwise secured.

7. There will be no exchange, loaning or borrowing of tools, equipment or manpower between DHHS personnel and the DB Entity or any of the subcontractors.

8. Sanitary facilities will be assigned by the State Agency for the use of the DB Entity and all subcontractor's employees and it must be the responsibility of the DB Entity to keep said sanitary facilities in clean and neat condition.

9. The DB Entity and all subcontractors must follow rules pertaining to foot and vehicle traffic as established by the State Agency. The DB Entity and all subcontractors must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The DB Entity nor any of the subcontractors may not leave the assigned Work areas.

10. Security staff may be assigned to the work areas. They may inspect and search areas under construction at any time, including the DB Entity and all subcontractor's equipment.

11. Keys to certain doors may be assigned to the DB Entity. Such doors must be kept locked at all times.

12. The Superintendent of the State Agency reserves the right to revise these rules as required to meet the security needs of the Agency.

DEPARTMENT OF NATURAL RESOURCES

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

1. The DB Entity and all subcontractors must provide a competent Superintendent satisfactory to the Department of Natural Resources on the work site at all times during working hours with full authority to act for him. It must be the DB Entity and all subcontractor's responsibility to furnish the Department of Natural Resources with the name, address and telephone number of the responsible person to contact for Emergency during after hour, weekend and holiday periods.

2. Access to and egress from the site must be via routes specifically designated by the Department of Natural Resources authorized representative.

3. All work will be coordinated so as to minimally interfere with the normal function of the boating access site which will be open and operational between the spring opening and fall closing. Specifically,

   3.1 No Work must be performed at the site on Saturdays, Sundays, holidays or during night hours without the written permission from the Department of Natural Resources; and

4. Areas on the site for employee parking, toolboxes, material lay down, etc., must be assigned by the Department of Natural Resources. All firearms, weapons, alcoholic beverages, or explosives must be removed from vehicles before entering the site.

5. Heavy equipment such as bulldozers and power shovels must be locked or immobilized in an acceptable manner when not in use. No tools, small pipe, copper or wire must remain on the site overnight, unless acceptably locked inside shanties or tool chests. There will be no exchange, loaning or borrowing of tools, equipment, or manpower between the Department of Natural Resources and the DB Entity or any of the subcontractors.

6. The DB Entity and all subcontractors must comply with the special condition requirements of the Department of Natural Resources and the United States Army Corps of Engineers Permit Sections appended to these specifications.

7. Work Schedule: […*** Edit the following Examples …]

   7.1 Stage One starting completed by ****month /year***. Work included must be Mobilization, Removals, Dredging, Earth Excavation, Boat Launch, Storm Sewer, Electrical Conduit with wires, and aggregate base.

   7.2 Stage Two starting ***month/year*** completed by ****month/day/year***. Work included must be Alternate #1.

   7.3 Stage Three starting ***month/year*** completed by ***month/day/year***. Work included must be Alternates #2, #3, #4 and #5.

DEPARTMENT OF STATE POLICE

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

1. The DB Entity and any/all subcontractors, consultants, etc. must submit a BACKGROUND AUTHORIZATION form (CJIS-008) for all employees providing names, driver's license numbers, birth dates, and additional information when requested on all persons expected to be employed on the Project site. Such form (CJIS-008) must be submitted directly to the Michigan State Police designee for name and fingerprint background check approval before any person's appearance at the site for work assignments.

2. The DB Entity and all subcontractors will be allowed to work within or on State Police Post confines from 8:00 a.m. to 5:00 p.m. No work may be performed on Saturdays or Sundays without written permission from the Post Commander. The Post Commander or their designee may arrange other time schedules.

3. All employees of the DB Entity and the subcontractors may be subject to individual body search each time they enter the Post. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the DB Entity and all subcontractors will be required to have identification cards or badges furnished by the DB Entity.

4. All trucks and other mobile equipment may be subject to inspection both on arrival and departure from the Post. Absolutely no fraternization between State Police personnel and DB Entity's or subcontractor's employees will be tolerated.

5. The DB Entity and all subcontractors must follow rules pertaining to security and parking as established by the Post Commander. The DB Entity and all subcontractors must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The DB Entity and all subcontractors may leave the assigned work areas.

6. There will be no exchange, loaning, or borrowing of tools, equipment, or manpower between Post personnel and the DB Entity or any of the subcontractors.

7. The assigned gate through which materials, equipment, and vehicles must be transported will be opened upon request between 8:00 a.m. and 5:00 p.m.

8. Sanitary facilities will be assigned by the Post Commander for the use of the DB Entity and all subcontractor's employees.

9. Security personnel may be assigned to the working areas. They may inspect and search areas under construction at any time, including the DB Entity and all subcontractor's equipment.

10. Areas for the DB Entity and all subcontractor's employee parking must be assigned only by the Post Commander. Remove all firearms, weapons, alcoholic beverages, or explosives from vehicles before enter Post property. Lock vehicles when not attended.

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

APPENDIX VIII – SPECIAL PROJECT PROCEDURES

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

1. Comply with Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451, as amended.

2. Contact the DTMB, SFA, Design and Construction Division to discuss the implementation of soil erosion and sedimentation control (SESC) on the Project with DTMB SESC Officer. Phone **(517) 388-3045** or Email mcgarryc@michigan.gov

3. Following the award of a contract, the DB Entity will be required to prepare and issue for approval an SESC Implementation Plan, which indicates the DB Entity's intended implementation of SESC on the project including a schedule and sequence. The Environmental Health and Safety Section, upon approval of the implementation plan, will issue to the DB Entity an "Authorization to Proceed with Earth Change" document, which is to be posted at the job site. This document is issued in lieu of a permit from the county. Earthwork shall not begin prior to the issuance of this Authorization. Upon receipt of the Authorization document, the DB Entity may begin earth change activities.

4. See below the "Checklist for the DB Entity's SESC Implementation Plan" for details of the required information necessary for the DB Entity to create the SESC Implementation Plan. The intent of this plan is to ensure that the DB Entity has reviewed and understands the SESC provisions within the plans and specifications.

5. CHECKLIST FOR DB ENTITY'S SOIL EROSION AND SEDIMENTATION CONTROL IMPLEMENTATION PLAN (For projects that include earth changes or disturb existing vegetation):

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

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

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

The SESC Implementation Plan must include:

1. A written plan or letter demonstrating:

    2. The DB Entity's means and methods for the implementation of SESC provisions included within the plans and specifications and compliance with the provisions of Part 91 of PA 451 of 1994, as amended.
        (a) The DB Entity's plan for dust control.
        (b) The DB Entity's plan for inspection and maintenance of temporary SESCs.

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 SESCs. 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 SESC Inspector check-in)

4. A schedule for the installation and removal of temporary controls and the installation of permanent soil erosion and sedimentation controls in relation to the overall construction schedule.

Submit the above items to the above address.

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

DEMOLITION/REMODELING PROJECT PROCEDURES

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

1. Locations: Notations are made in various places on the Drawings to call attention to building demolition which is required; however, these Drawings are not intended to show each and every item to be removed. The DB Entity and the subcontractors for the various trades must remove the materials related to their respective trades as required to permit the construction of the new Work as shown.

2. Permits: The DB Entity must secure from the appropriate agencies all required permits necessary for proper execution of the work before starting work on the project site. All fees for securing the permits must be paid by the DB Entity, including all inspection costs which may be legally assessed by the Bureau of Construction Codes in accordance with the authority granted under the Public Act 1980 PA 371, as amended.

3. Enclosures: Where it is necessary to make alterations to walls, floors or roof of the existing building, the DB Entity must provide and maintain dustproof partitions to separate the parts where Work is being done from the adjoining parts occupied by the State Agency. Where any parts are opened and exposed to the elements, the DB Entity must provide weather tight enclosures to fully protect the structure and its contents.

4. Waste Management Plan: Reuse, salvage, and recycling are required to the extent feasible. The management plan must address waste source identification and separation, returns, reuse and salvage, recycling, landfill options, alternatives to landfilling, materials handling procedures and transportation.

5. Preparation: Protect all existing Work that is to remain and restore in an approved manner any such Work that becomes damaged.
   a. Rubbish and debris resulting from the Work must be removed immediately from the site by the DB Entity. However, any recyclable materials must be recycled; the DB Entity will be required to use alternatives to landfills for waste disposal such as reuse or recycle of asphalt, bricks, concrete, masonry, plastics, paint, glass, carpet, metals, wood, drywall, insulation and any other waste materials to the extent practical.
   b. Unless otherwise specified, the Agency will remove existing furniture, drapery tracks, draperies, window blinds, and other equipment items, which might interfere with the new construction.

6. Coordination: Demolition work, in connection with any new unit of Work, must not be commenced until all new materials required for completion of that new item of Work are at hand.

7. Waste Management Plan Progress Reports: Submit an updated report with the payment requests. The progress reports shall include:
   a. The amount of waste sent to a landfill, tipping fees paid and the total disposal cost. Include supporting documents such as manifests, weight tickets, receipts and/or invoices.
   b. Records for each material recycled/reused/salvaged from the project including the amount, date removed from the job site, final destination, transportation cost, recycled materials and the net cost/ savings.
   c. Breakdown of waste by type generated to date.
   d. Recycling/salvage/landfill rates.
   e. Percent of waste recycled/salvaged to date.

HAZARDOUS MATERIALS PROJECT PROCEDURES

1. The DB Entity must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all Federal, State and local Laws. If the DB Entity or any subcontractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the DB Entity or subcontractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions.

2. This project has been identified by the DTMB-SFA as having a possibility of containing Hazardous Waste materials to be legally removed from the Project job site in order to complete the Work as described in the Proposal and Contract. If removal of friable asbestos material is required, the DB Entity must contact the Air Quality Division, Department of Environment, Great Lakes, and Energy for a permit and furnish all training, labor, materials, services, insurance, and equipment necessary to carry out the removal operations of all Hazardous Materials from the Project job site, as identified by the Scope of Work, or encountered on the Project job site, in accordance with State and Federal Hazardous Waste Codes. Contact information can be found at: www.michigan.gov/egle. A Contract Change Order will be written to modify the existing Contract to pay for the additional cost.

3. Environmental Hazards (air, water, land, and liquid industrial) are handled by Michigan Department of Environment, Great Lakes, and Energy (EGLE) in carrying out the requirements of the Federal Environmental Protection Agency (EPA). For general information and/or a copy of the latest regulations and publications visit www.michigan.gov/egle.

4. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Licensing and Regulatory Affairs provides for the safety of workers www.michigan.gov/lara. The Department of Community Health provides for the health of workers www.Michigan.gov/dch.
   a. The DB Entity must post any applicable State and/or Federal government regulations at the job site in a prominent location.
   b. The DB Entity and all subcontractors must be responsible for training their workers in safe work practices and in proper removal methods when coming in contact with hazardous chemicals.

5. Applicable Regulations:
   a. Natural Resources and Environmental Protection Act – PA 451 of 1994, as amended, including Part 111 – Hazardous Waste Management, Part 121 – Liquid Industrial Waste and Part 147 – PCB compounds.
   b. RCRA, 1976 - Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, or disposal of hazardous wastes nationally.
   c. TSCA, 1979 – Toxic Substances Control Act: This statute regulates the generation, transportation, storage, and disposal of industrial chemicals such as PCBs.

6. Definitions: Hazardous substances are ignitable, corrosive, reactive, and/or toxic, based on their chemical characteristics.
   a. Under Federal and Michigan Law, a Small Quantity Generator of hazardous waste provides from 220 to less than 2,000 lbs./month or never accumulates 2,200 lbs. or more.
   b. A Generator size provider of hazardous waste provides 2,200 lbs. or more/month or accumulates above 2,200 lbs.

7. Disposals: To use an off-site hazardous waste disposal facility, the The DB Entity and all subcontractors must use the Uniform Hazardous Waste Manifest (shipping paper). Small quantities of hazardous waste may not be disposed of in sanitary landfills used for solid waste.

8. Federal, State and local Laws and regulations may apply to the storage, handling, and disposal of Hazardous Materials and wastes at each State Agency. Contact the Environmental Assistance Center of the Michigan Department of Environment, Great Lakes, and Energy (EGLE), www.michigan.gov/egle, for general EGLE information including direct and referral assistance on air, water and wetlands permits; contaminated site clean-ups; underground storage tank removals and remediation; hazardous and solid waste disposal; pollution prevention and recycling; and compliance-related assistance. The Center provides businesses, municipalities, and the general public with a single point of access to EGLE's environmental programs.

ASBESTOS ABATEMENT PROJECT PROCEDURES

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

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

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

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

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

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

LEAD ABATEMENT PROJECT PROCEDURES

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

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

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

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

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

APPENDIX IX

PREVAILING WAGE RATES
(DELETE UNLESS FEDERAL DAVIS-BACON APPLIES)

FEDERALLY FUNDED PROJECT PREVAILING WAGE REQUIREMENTS

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

1. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of $2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

2. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;

3. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;

4. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

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