



STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

This contract authorizes the professional services contractor to provide professional services.
(Authority: Public Act 431 of 1984, as amended)

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

THIS CONTRACT, authorized this 17th day of March in the year two-thousand and twenty-three (2023), by the Director, Department of Technology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, 3111 West St. Joseph Street, Lansing, Michigan, hereinafter called the Department, and

Hobbs + Black Architects, Inc.
100 N Street
Ann Arbor, MI 48104

the Prime Professional Services Contractor, hereinafter called the Professional,

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

Indefinite-Scope, Indefinite-Delivery Contract No. 00967

Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Professional Architectural and Engineering Indefinite-Scope, Indefinite Delivery Contract (ISID) for Minor Projects -
Various State Departments and Facilities
Various Site Locations, Michigan

Provide professional services, technical staff, and support personnel for ISID minor projects on an as-needed basis at various State/Client Agencies within various locations as defined by the State of Michigan. These various ISID minor projects may include projects where the construction costs are between fifteen-thousand dollars (\$15,000) and five-hundred-thousand dollars (\$500,000) for this Contract.

This Contract is for professional design services for an unspecified number of ISID projects. The scope of work for each assigned project will be defined at the time the project is awarded by the State to the Professional firm.

The professional services required for each of these assigned projects requested by the Department may include any or all the Tasks included in the Phase 100 – Study through the Phase 700 – Construction text of the Department's Standard Professional Services Contract.

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

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

This Contract will remain in effect for four (4) years from the date of this Contract award but may be unilaterally terminated by the State of Michigan at any time, for cause or its convenience, by written notification of the State, to the Professional. Furthermore, this Contract may be extended for one (1) additional year, at the sole option and discretion of the State upon the Department providing written notice to the Professional prior to the expiration of the original four (4) year Contract period. Any such time extension shall be subject to the terms and conditions of this Contract, including, but not limited to, the existing hourly billing rates included in this Contract for the Professional, their Consultant, and their employees or agents.

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

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

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

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

IN WITNESS, WHEREOF, each of the parties has caused this Professional Services Contract to be executed in blue ink, a scanned digital signature is also acceptable, by its duly authorized representatives on the dates shown beside their respective signatures, with the Contract to be effective upon the date on which the Professional received an electronic copy executed by the authorized State of Michigan representative(s) by electronic mail.

FOR THE PROFESSIONAL

Hobbs+Black Architects
Firm Name

CV0023746
SIGMA Vendor ID Number



Signature

3/24/2023

Date

Vice President

Title

FOR THE STATE OF MICHIGAN:



Director, DTMB | SFA | Design and Construction

March 27, 2023

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

The Professional shall immediately inform the Department whenever it is indicated that the Professional's authorized not-to-exceed Budget for any of the assigned Projects may be exceeded.

The Professional shall make recommendations to the Department for revisions to bring the Project Cost back to the Professional's original authorized Budget amount. Any revision to the Project must be accepted and approved by the Department in writing.

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 100 - STUDY PHASE

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

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

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

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

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

- Task 102 RESEARCH: Gather and/or develop all data to evaluate and clarify the Project. Research existing data, analyze and refine the concepts of the Project/Program Statement. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the information required to complete the Study incorporating functional and operations needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance, and other support features. Identify all additional research, studies, and analysis necessary to express such objectives and requirements in terms of a fully operable facility or system which will acceptably serve its intended use.
- Task 103 ANALYSIS: Analyze data, information and research gathered. Create draft recommendations or results of the study and research. Upon completion of all on-site field investigation activities prepare a complete architectural and/or engineering study report. If appropriate, provide itemized construction cost estimates. The analysis will correlate, describe, and record research findings and information for the Project Team's understanding and acceptance. Transcribe and consolidate all existing data, studies, and the research analysis of Task 102 into a draft study report. Submit one (1) electronic copy in indexed PDF format of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments.
- Task 110 STUDY REPORT: Incorporate the study review comments as directed by the Department into the final study report. Prepare and attend presentations to the Project Team and others for Study acceptance. The final report shall use the following outline and contain such detail as required for the Project Team's understanding and acceptance.
- Management Summary
 - Problem
 - Research Findings, Discussion and Details
 - Conclusion
 - Recommendation

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

PHASE 200 - PROGRAM

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

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

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

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

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

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

Task 203 **DEVELOPMENT:** Transcribe and consolidate all data, studies, and the analysis of Task 202 into a program analysis summarizing the complete program for the project, including spaces, physical features, systems, functions, capacities, relationships, and interactions required by the proposed Project. Revise the proposed program as required to achieve the Project objectives and incorporate review comments by the Project Team.

Obtain approval and sign-off of space allocations from the Project Director before providing the space allocations to the State/Client Agency for approval and sign-off of the complete program.

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

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

PHASE 300 - SCHEMATIC DESIGN

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

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

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

Identify and define, in writing, the impact of the proposed Project schematic design on the existing building or facility operations.

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

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

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

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

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

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

Provide the Department with copies of all site investigation geotechnical test reports. Review conclusions and, upon request, explain their influence on the Project schematic design. Define the impact of the Project on adjacent buildings.

- Task 304 **STRUCTURAL:** Research, survey, define, and render all existing structural systems appropriate to the proposed Project. Show facility layout, applicable area floor loadings and basic elevations. Outline any existing principal structural system members and render and show the proposed structural system schematic design for renovations and additions.
- Task 305 **MECHANICAL/HVAC/PLUMBING/UTILITIES:** Research survey, define and render the schematic design basis for all proposed mechanical, plumbing systems, and utility systems appropriate to the Project. This includes but is not limited to all plumbing, HVAC, and other mechanical systems, equipment, and their respective loads. Define and render the schematic design capacities, sources, flows, and functions of all existing and/or proposed utility systems, including but not limited to steam, water, fuel, storm and sanitary sewers, and fire protection. Field-check and verify accessibility and space for all equipment on the proposed schematic design drawings. Confirm, in writing, to the Department, the availability of utility capacities at current or proposed connections. Contact applicable utilities for information on connections, connection permit requirements, fees, and schedules.
- Task 306 **ELECTRICAL:** Research, survey, define and render the schematic design basis for all proposed electrical systems appropriate to the Project. This may include, but is not limited to utility service systems, primary and secondary distribution systems, building control systems, security systems, elevators, fire alarms, television, data, communications, and similar systems. Define sources, equipment capacities, and loads, including those for open office workstation/partitioning systems. Field-check and verify accessibility and space for all equipment on the proposed schematic design drawings. Confirm, in writing, to the Department, the availability of utility capacities at current or proposed connections. Contact applicable utilities for information on connections, connection permit requirements, required easements, transformers, fees, and schedules.
- Task 307 **ARCHITECTURAL/ENGINEERING:** Research, survey, define, and render the existing and proposed schematic design architectural and/or engineering building area layout appropriate to the Project/Program Statement. Show proposed applicable area/room space, finish treatment, uses, interrelationships, and principal building sections, elevations, and dimensions. Show principal building fire protection spaces and features. Consider sustainability in material, equipment, systems, and general design selections, provide LEED checklist, as applicable.
- Task 308 **DRAFTING:** Prepare and render proposed schematic design documents appropriate to the Project, on sheet size approved by the Project Director. Include all principal building/site utility systems.

Coordinate the Project schematic design with all architectural and/or engineering design disciplines for completeness, accuracy and consistency, and conflict avoidance. The Professional shall field-check and verify the accuracy of all existing and proposed architectural and/or engineering drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.

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

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

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

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

PHASE 400 - PRELIMINARY DESIGN

Prepare progressive preliminary design documents to develop the Project based on the Project/Program Statement, and the approved schematic design and program, if applicable. Refine the schematic design documents as necessary to produce an acceptable preliminary design. The preliminary design and outline draft specification shall be complete and detailed enough to define the size, function, arrangements, spaces, location and operations of equipment, and materials comprising the principal design details of structures and systems.

The proposed preliminary design documents and outline draft specifications shall clearly depict the Professional's proposed design intent of the Project's systems, materials, equipment, utilities, site improvements, and other elements through single-line diagrams, system layout drawings and developed plans and design details. The preliminary design thus achieved must constitute the complete basis for further detail into final design drawings.

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

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

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

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

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

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

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

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

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

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

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

Task 405 MECHANICAL/HVAC/PLUMBING/UTILITIES: Identify existing mechanical/heating, ventilating, and air conditioning equipment, plumbing systems, and utility systems.

Calculate heat loss, heat gain, and other demands for all spaces. Determine ventilation requirements. Calculate total loads, identify, and size new equipment. Identify and/or calculate total utility loads. Include the needs of any existing building or system that is a part of, or interfaces with the Project, as well as those of the Project.

Provide basic engineering design appropriate for all principal building components, utility systems and building systems, and all pre-engineered equipment suitable and appropriate for the proposed Project. Field-check and verify clearances for all proposed equipment and systems proposed. Prepare preliminary HVAC, plumbing, and utility drawings. Determine and prepare a list of required preliminary design drawings as related to the proposed Project. Review current, mechanical, plumbing and utility system codes and incorporate applicable requirements. Revise as required. Secure in writing, the approval of capacities and connections for the Project from the appropriate utilities/suppliers.

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

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

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

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

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

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

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

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

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

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

PHASE 500 - FINAL DESIGN

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

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

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

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

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

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

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

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

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

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

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

- Task 503 CIVIL/SITE STAGING DESIGN: If the Professional did not obtain a site-specific geotechnical testing program for this Project and advise the Department during the Schematic Design Phase, they shall retain a civil/site survey Consultant and a geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services to prepare and provide a preliminary geotechnical site investigation and site staging design as directly related to the Project. Coordinate a site-specific testing program to identify and/or confirm the Project site underground conditions and to accurately specify the proposed construction contractual requirements. This includes, but is not limited to access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Determine and prepare a list of required civil/site drawings as related to the Project. Illustrate and coordinate any off-site work necessary for a completely functioning Project. Revise as required.
- Soil Erosion and Sedimentation Control shall be implemented in accordance with the current edition of the Department's compliance manual and 1994 PA 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Submit final civil/site design drawings depicting Soil Erosion and Sedimentation Control measures to the Department's Soil Erosion and Sedimentation Control Program for review in accordance with 1994 PA 451, as amended. For DTMB managed projects, coordinate review submission with Project Director as plan review is completed within the Design and Construction Division.
- Task 504 STRUCTURAL: Prepare and render complete structural final design documents.
- Task 505 MECHANICAL/HVAC/PLUMBING/UTILITIES: Prepare and render complete mechanical, plumbing, and utility system final design documents.
- Task 506 ELECTRICAL: Prepare and render complete electrical system final design documents.
- Task 507 ARCHITECTURAL/ENGINEERING: Prepare and render complete architectural and/or engineering final design documents. Assist the Department in the determination of and specification of furnishings, colors, and finish selections. Provide material finish and color board for final acceptance as required for the defined Project.
- Task 508 DRAFTING: Prepare complete final design architectural and/or engineering drawings for Bidding Documents on sheet size approved by Project Director using applicable State of Michigan standards as defined in the "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies and Professional Services Contractors." The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.

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

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

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

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

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

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

Except as otherwise provided for in this Contract, code compliance and plan review approval(s) shall be performed by the, the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Plan Review Division, and the Bureau of Fire Services. Code compliance and plan review approval fees shall be paid by the Professional as a reimbursable expense, unless otherwise provided for. Submit all modeling, testing, design data, and appropriate drawings and applications for all permits, tests, and approvals, which the Department is required to secure as a prerequisite authorization for the Project's approval.

Submit Soil Erosion and Sedimentation Control plans/drawings to the Department's Soil Erosion and Sedimentation Control Program as the enforcing authority for this Project, no later than at the 90 percent final design stage.

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

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

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

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

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

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

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

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

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

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

Task 516 **CONSTRUCTION BIDDING AND CONTRACTING:** Assist the Department in the construction bidding and contracting process. The State of Michigan will advertise for bids and issue construction documents on-line and award and hold the Construction Contract.

Prepare (maximum of 6mb electronic PDF files) and distribute Bidding Documents to the Project Director as required to accommodate predetermined construction Bid packages and/or Phases. Conduct pre-bid meetings and issue pre-bid meeting minutes and bidder's lists. Issue Addenda to the Project Director as required for posting. Include in each Addendum complete specifications for the Project if such specifications are not part of the Bidding Documents.

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

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

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

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

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

Power of Attorney); and (c) Return to the Department, the Construction Contractor's executed Section 00500, Contract Agreement, Section 00610, Performance Bond, and Section 00620, Payment Bond forms, evidence of Certificates of Insurance and any other legal documents required for submittal by the Department's, Notice of Intent to Award letter.

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

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

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

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

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

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

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

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

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

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

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

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

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

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

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

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

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

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

Task 603

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

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

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

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

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

Task 604

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

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

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

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

Within ten (10) business days of its receipt, evaluate and provide the Department with appropriate written recommendations, along with an analysis of any request by the Construction Contractor(s) for a time extension of their Construction Contract completion date. No recommendation for a Construction Contract time extension may be submitted to the Department which is not substantiated by the Professional's technical review and evaluation of the Project construction schedule showing critical path work, noncritical path work, and float time for the complete Project and any work at issue and having such detail as to clearly document the Construction Contractor's claim.

Any recommendation for a time extension of the Construction Contractor's Contract completion date must include a complete analysis of all direct and indirect costs of the Construction Contractor, the Professional, and the Department regarding the time extension. Where the Project is not substantially complete on the Construction Contract completion date, notify the Construction Contractor and the Department, in writing, of the expiration of the Construction Contract completion date and of the assessment and/or withholding of liquidated damages.

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

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

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

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

Notify the Construction Contractor, and the Department, in writing, within five (5) business days of its identification of any aspect of the Construction Contractor's performance which is inconsistent with the Contract Documents or which, in the Professional's opinion, is inconsistent with the design intent of the Professional's Contract Documents. Prescribe a reasonable time for correction which will not jeopardize the Project construction schedule completion date.

Exert all practical administrative means necessary to require the Construction Contractor to perform as required by their Construction Contract to meet the design intent of the Professional's Contract Documents/architectural and/or engineering drawings and specifications requirements.

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

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

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

Task 607 PUNCH LIST PROCEDURES: Prepare and distribute Punch Lists for each Construction Contract.

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

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

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

The as-built documents shall depict all construction modifications, additions, and deletions made either by Addendum, Bulletin, supplemental written instructions, and the written notations shown on the Construction Contractor's as-built drawings. The Professional's as-built architectural and engineering drawings shall be of such clarity, detail, and completeness that reference to other documents will not be required to describe or depict, the Project. The as-built documents shall be free of the Professional's original architectural and/or engineering final design errors and omissions. The Professional shall revise the final design as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final on-site Inspection.

The Professional's services for the Task 609, As-Built Documents are not complete until: (1) The as-built architectural and engineering drawings have been verified, in writing, by the Professional to the Project Director as being accurate and complete; and (2) The as-built architectural and engineering drawings have been turned over and accepted by the Department's, Project Director in writing.

Task 610 CLOSE-OUT PROCEDURES: Maintain for the Project record a schedule of the Construction Contractor's required submittals for Project close-out. Review and approve or reject all submittals as appropriate. Within forty-five (45) consecutive calendar days after Substantial Completion of the Project, after building or Project occupancy, verify to the Department's, Project Director in writing, that the following documents have been received: (1.) All Project code compliance approvals; (2.) Final Inspections; (3.) Final occupancy permits; (4.) Construction Contractor's as-built final design marked-up architectural and engineering drawings; (5.) Copies of "Operation and Maintenance Manuals" of the Project systems; and (6.) Equipment warranties and guarantees.

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

The Professional shall provide sufficient field Inspections of the Project to administer the construction Phase field services and its related construction Phase administration office services, as directly related to the degree of Project complexity and, up to and including full-time field Inspections. The construction field Inspections shall occur as the construction on-site field conditions and the Project may require and during the regularly scheduled twice a month progress meeting.

The Professional shall use for their construction field Inspection services, only personnel having such professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The Professional agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

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

- Task 701 COORDINATION: Coordinate the Professional's staff, Consultant firm's staff, Construction Contractors, and all other Project related resources.
- Task 702 PRECONSTRUCTION MEETING: Preside at and record preconstruction/organizational meetings for each Construction Contract. Issue meeting minutes and the completed "DTMB 0460, Project Procedures" documents package.
- Task 703 CONSTRUCTION INSPECTIONS: The Professional and their Consultants shall conduct and record the principal events and status of the work of all scheduled and other on-site Project activities. The construction field Inspections shall occur as the field conditions and the Project may require and during the regularly scheduled progress and payment meetings.

All construction progress Inspections shall be recorded in the form of a written report to the Department and the Construction Contractor within five (5) business days of the Project construction progress Inspection. The purpose of such Inspection/visitations includes, but is not limited to: (1) Achieve and maintain a working familiarity with the status, quantity, and quality of the Project construction work in place; (2) Determine if the actual Project construction schedule progress is in accordance with the approved Project construction schedule; (3) Review the installation and determine the acceptability of preparations for, and installation of, pending critical construction components and activities; and (4) The Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify, in writing, to the Department's, Project Director and the Department Field Representative that the quantity and quality of all Project construction work is in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements.

Task 704 **PROBLEM SOLVING MEETINGS:** Conduct and record problem solving meetings between the Professional and the Professional's Consultants, the Construction Contractor(s), their Subcontractors, the Department, the Project Director and the Department Field Representative, and any construction managers and other affected parties on-site or elsewhere to assess the construction work progress and provide design interpretation decisions to resolve problems affecting the construction work.

These problem- solving meetings shall be scheduled as the construction field conditions and the Project may require, and/or shall be at such time as the Construction Contractor(s), the Professional, the Department, the Project Director, the Department Field Representative, and any construction manager agree is appropriate to the Project construction work progress. Non-scheduled or emergency meetings shall be held at such time as necessary to maintain the schedule of various work items and to avoid delays in the Construction Contract completion date.

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

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

ARTICLE II COMPENSATION

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

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

Compensation to the Professional shall be on an hourly billing rate basis for professional services rendered by salaried and non-salaried professional, technical, and non-technical support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the amount authorized for that Phase, unless authorized in writing by the Department's approved Contract Change Order.

Professional services shall not be performed, and no Project expense shall be incurred by the Professional prior to the issuance of a written and signed Professional Services Contract and a DTMB Form 0402 - Contract Order by the Department to the Professional, authorizing the Professional to start the Project work.

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

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

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

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

No lump-sum subcontracts for the professional services of any employee may be billed against this Contract. Any employee associated with this Project who performs the professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate.

The hourly billing rate charge of any employee may be changed by the Professional with a written and Department approved Contract Modification during the life of this Contract to account for normal personnel pay increases.

Hourly billing rates include but are not limited to: Overhead items such as employee fringe benefits, vacations, sick leave, insurance, taxes, pension funds, retirement plans, meals, lodging, computer costs/operating costs and time, telephone, telephone-related services, and all reproduction services (except Contract Bidding Documents).

The hourly billing rate also includes all reproduction costs for design interpretations, study/design clarifications and Bulletins related to design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, design interpretations, or construction on-site/field Inspections), and all similar, or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rate.

All incidental postage, mail, or other shipping or delivery services, acquisition, bad debts, previous business losses, employment fees, depreciation, and operating costs for equipment, including computer design and/or computer drafting systems, and any specialized testing equipment are to be included. The hourly billing rate shall include, without exception, secretarial, computer/typing/word processing, editing, and clerical services utilized in any way for the Project as well as other non-technical and/or overhead employees. The hourly billing rate also includes all profit without regard to its form or distribution.

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

The hourly billing rate for the Professional may not be applied to the work of the Professional's Consultant's staff. Each Consultant firm must submit a separate hourly billing rate with proper documentation for the Consultant services they will provide as part of the Proposal.

The hourly billing rate of the respective Consultant firm shall be used for that Consultant firm's personnel only. The Professional's Consultant services shall be billed as an authorized reimbursable expense item at a direct cost times the Firm's mark-up percentage, not to exceed 5%, accepted by the Department.

- 2.3 RANGE OF EMPLOYEE HOURLY BILLING RATES: The Professional shall identify the service being provided and include the Professional's or Consultant's employee(s) full names and position classifications for the Project and their current hourly billing rates at the beginning and at the anticipated end of the Project. This hourly billing rate range shall reflect any anticipated pay increases over the life of the Contract. The range of hourly billing rates for any employee position or classification may not be changed without an approved Contract Modification.
- 2.4 DIRECT COST REIMBURSEMENT ITEMS: The Professional's Consultant services and authorized reimbursable expenses shall be treated as an authorized reimbursable expense item at a direct cost times the firm's mark-up percentage amount approved by the Department, not to exceed 5%. Reimbursement of authorized expense items at direct cost times the firm's mark-up percentage amount is intended only to compensate the Professional for their direct costs. The Professional shall be responsible for the selection of the supplier of their professional services or materials, the coordination, adequacy, and application of their professional services, whether provided by the Professional's staff or provided by their Consultant, and therefore responsible for any Project costs that exceed the Contract per Phase reimbursement Budget.

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

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

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

ARTICLE III PAYMENTS

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

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

This includes, but is not limited to:

- Phase Numbers for the professional services provided.
- Professional's personnel and position/classification providing service and hours worked
- Current hourly billing rate charges for each individual position/classification.
- Copy of certified on-site visitation log or site visit report showing time on-site.
- Itemized invoices from each of the Professional's Consultant's documenting that firm's professional services charge and the Project work related services provided.
- Authorized reimbursable expense items provided with receipts and invoices.

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

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

ARTICLE IV ACCOUNTING

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

ARTICLE V INSURANCE

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

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

- (a) The Professional must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of or result from or are alleged to arise out of or result from the Professional's or a consultant's performance, including any person directly or indirectly employed by the Professional or a Consultant, or any person for whose acts the Professional or a consultant may be liable.
- (b) The Professional waives all rights against the State for the recovery of damages that are covered by the insurance policies the Professional is required to maintain under this Section. The Professional's failure to obtain and maintain the required insurance will not limit this waiver.
- (c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self- insurance) carried by the State.
- (d) The State, in its sole discretion, may approve the use of a fully funded self-insurance program in place of any specified insurance identified in this Section.
- (e) Unless the State approves, any insurer must have an A.M. Best rating of "A-" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

To view the latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) visit the A.M. Best Company internet web site at <http://www.ambest.com>.

- (f) The Professional is responsible for the payment of all deductibles.
- (g) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.
- (h) Workers' Compensation Insurance: The Professional must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Professional's domicile. If the applicable coverage is provided by a self-insurer, the Professional must provide proof of an approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of the Professional's domicile, the Professional must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.
- (i) Except where the State has approved a subcontract with other insurance provisions, the Professional must require any Consultant to purchase and maintain the insurance coverage required in this Article. Alternatively, the Professional may include a Consultant/Subconsultant under the Professional's insurance on the coverage required in that Section. The failure of a Consultant/Subconsultant to comply with insurance requirements does not limit the Professional's liability or responsibility.
- (j) If any of the required policies provide claims-made coverage, the Professional must:
 - (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Professional must purchase extended reporting coverage for a minimum of three (3) years after completion of work.
- (k) Professional must: (a) provide insurance certificates to the Contract Administrator, containing the (1) project file number; (2) the project title; and (3) description of the program, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that consultants maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Professional must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$2,000,000 General Aggregate	Professional must have their policy follow form.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Professional must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	

Environmental and Pollution Liability (Errors and Omissions) ***	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Professional must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured..

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

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

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

Certificate of Insurance documents, acceptable to the State, shall be provided and filed with the Department prior to commencement of the Professional's Project services, unless otherwise approved in writing, and not less than 20 days before the insurance expiration date every year thereafter. Facsimile copies of the Certificate of Insurance will not be accepted. Certificate of Insurance documents must be either submitted hard copy or portable document file (.pdf). The Certificate of Insurance documents must specify on the certificate in the oblong rectangle space labeled "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions/Special Items" the following items: (1) The ISID Title; (2) The ISID Contract Number; and (3) The State of Michigan must be named as an "Additional Insured on the General Liability and Automobile 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.

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

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

ARTICLE VI INDEMNIFICATION

- (a) To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Professional in the performance of this Contract and that are attributable to the negligence or tortious acts of the Professional or any of its Subconsultants/Consultants, or by anyone else for whose acts any of them may be liable.
- (b) Employee Indemnification: In any and all claims against the State of Michigan, its departments, divisions, agencies, boards, sections, commissions, officers, employees and agents, by any employee of the Professional or any of its Subconsultants/Consultants, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Professional or any of its Subconsultants/Consultants under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.
- (c) Patent/Copyright Infringement Indemnification: To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Professional or its Subconsultants/Consultants, or the operation of such equipment, software, commodity or service, or the use of reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or services, or its operation, become or in the State's or Professional's opinion be likely to become the subject of a claim of infringement, the Professional shall at the Professional's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Professional, (ii) replace or modify to the State's

satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Professional, (iii) accept its return by the State with appropriate credits to the State against the Professional's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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

ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

ARTICLE VIII TERMINATION

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

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

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

ARTICLE IX SUCCESSORS AND ASSIGNS

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

ARTICLE X GOVERNING LAW

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

ARTICLE XI NONDISCRIMINATION

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

- The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex (*as defined in Executive Directive 2019-09*), height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. The Professional will provide equal employment opportunities to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive equal employment opportunity consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the job or position.
- The Professional or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Professional's nondiscrimination commitments under this article.
- The Professional will comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq; Executive Directive 2019-09; and all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of award of this Contract.
- The Professional will furnish and file nondiscrimination compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of the Professional and of each of their Consultant firms. The Professional will permit access to all books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain nondiscrimination compliance with this Contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Article 6, 1976 PA 453, as amended.
- In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that the Professional has not complied with the contractual nondiscrimination obligations under this Contract, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which the State Administrative Board may order the cancellation of the Contract found to have been violated, and/or declare the Professional ineligible for future Contracts with the State and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Professional complies with said order of the Michigan Civil Rights Commission.

Notice of said declaration of future ineligibility may be given to any or all the persons with whom the Professional is declared ineligible to Contract as a contracting party in future Contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing Contract is a possibility, the State shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

- The Professional shall also comply with the nondiscrimination provisions of 1976 PA 220, as amended, concerning the civil rights of persons with physical or mental disabilities.
- The Professional will include, or incorporate by reference, the nondiscrimination provisions of the foregoing paragraphs a) through g) in every subcontract or Contract Order unless exempted by the rules, regulations, or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or Contract Order that said nondiscrimination provisions will be binding upon each of the Professional's Consultant's or seller.

ARTICLE XII CONTRACT CLAIMS AND DISPUTES

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

ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION INSPECTION SERVICES: The Professional's field Inspections of the Project during the construction Phase of this Contract which includes but is not limited to: (1) Documenting the quantity and quality of all Project construction work and verifying that the Project construction work is properly completed; (2) Resolve Project problems that are affecting the Project construction work, certify payment requests, process Bulletins, Contract Change Order recommendations, and requests for information (RFI's) in a timely manner as prescribed in the Department's, current version of MICHSPEC or DC Spec as adopted and modified by the State of Michigan and incorporated into the Construction Contract; and the (3) Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's Project Director and the Department Field Representative that the Project construction work is in compliance with the Professional's design intent and that the Project has been completed by the Construction Contractor in accordance with the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements. The Professional shall provide sufficient Inspections of the Project during the construction Phase to administer the construction Phase field and office services as directly related to the degree of Project complexity, up to and including full-time field Inspections. Construction field Inspections shall occur as the construction field conditions and the Project may require and during the regularly scheduled progress (twice monthly) meetings. The Professional shall use for their construction field Inspection services, only personnel having professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV COMPLETE AGREEMENT/MODIFICATION

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

APPENDIX 1

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

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

FILE NUMBER Various	PROPOSAL DUE DATE Thursday, January 19, 2023, at 2:00 p.m., EASTERN
CLIENT AGENCY Department of Technology, Management and Budget	
PROJECT NAME AND LOCATION 2023 Indefinite Scope Indefinite Delivery (ISID) for General Professional Architectural / Engineering Design Services	
PROJECT ADDRESS (if applicable) Various	
CLIENT AGENCY CONTACT Various	TELEPHONE NUMBER
DTMB - DCD PROJECT DIRECTOR Chris Parsons	TELEPHONE NUMBER 517.256.5677

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:

NO Pre-Proposal Meeting or Walkthrough will be held

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

PROJECT DESCRIPTION/SERVICES REQUESTED

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

Please NOTE:

- Proposal responses **MUST** be uploaded to SIGMA VSS. Please enter the total cost for all phases as the bid amount.
- Firms should only submit one (1) attachment (being less than 6 MB) for proposal submission. The attachment is to be the technical and cost proposal combined.
- Do not wait until just before the 2:00 p.m. solicitation deadline to submit your proposal response. SIGMA VSS will not allow a proposal to be submitted after 2:00 p.m., even if a portion of the proposal response has been uploaded.
- If you experience issues or have questions regarding your electronic submission, you **must** contact the SIGMA Help Desk for assistance prior to the 2:00 p.m., solicitation deadline. You may contact the SIGMA Help Desk by telephone at 517.284.0540 or toll-free at 888.734.9749. You may also email the SIGMA Help Desk at sigma-procurement-helpdesk@michigan.gov
- Please email the Design and Construction Contract Specialists if you are having SIGMA VSS issues. Please include your SIGMA ticket number and any supporting documentation (i.e., screenshots) to Anne Watros (WatrosA@michigan.gov) and Don Klein (KleinD4@michigan.gov).
- You may be asked by our contract specialists to email your proposal. Emailed submissions will require DCD approval and will be handled on a case-by-case basis.
- Approved emailed submissions **MUST** be received prior to 2:00 p.m. deadline to be considered responsive and responsible.
- Responses should not be emailed to the Project Director.

NIGP CODES

906, 90607, 90610, 90632, 90638, 90642, 90644, 90646, 90648, 90658, 90672, 925, 92507, 92531, 92540, and 92588.

DESIRED SCHEDULE OF WORK

Dependent on the assigned project

ACCEPTING RFP QUESTIONS UNTIL:

Please do not submit online questions via VSS. ALL questions should be emailed to Chris Parsons at parsonsc5@michigan.gov address no later than 12:00 p.m., Eastern on Thursday January 12, 2023

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 (DHHS, EGLE, DNR, and MIOSHA), and any other local regulations and standards that may apply.

This form is required to be a part of the professional service contract. (Authority: 1984 PA 431)
Attachment(s)

DTMB-0430 ISID AE
Billable rate (R 02/22)



STATE CAPITAL OUTLAY PROJECTS
REQUEST FOR PROPOSALS
FROM
PROFESSIONAL SERVICE CONTRACTORS

(Authority PA 431 of 1984)

For Indefinite Scope Indefinite Delivery
Not-to-Exceed Fee, Billable-Rate

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Request for Proposal for
2023 Indefinite Scope Indefinite Delivery (ISID) for General Architectural / Engineering /
Landscape Architecture Services
Various Locations, Michigan

PROPOSAL DUE DATE: Thursday, January 19, 2023, 2:00 p.m., Eastern Time

ISSUING OFFICE

Department of Technology, Management & Budget
State Facilities Administration
Design and Construction Division



**Minor State Capital Outlay Projects
REQUEST FOR PROPOSALS**

**Part I - Technical Proposal
Part II – Cost Proposal**

**Professional Services for
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
2023 Indefinite Scope Indefinite Delivery (ISID) Contract
for General Architectural / Engineering / Landscape Architecture Services
Various Locations, Michigan**

SECTION I GENERAL INFORMATION

I-1 Purpose

This Request for Proposals invites the prospective professional service contractor (Professional) to prepare a qualifications statement and proposal for an Indefinite Scope Indefinite Delivery (ISID) contract for general professional design services (architecture, engineering, landscape architecture) for State of Michigan facilities maintenance, alteration, and construction projects. ISID contracts provide the State of Michigan with a simple and streamlined qualifications-based selection process for obtaining professional architectural and engineering services for minor, emergency and / or routine professional services.

Projects will be located statewide, within both developed and undeveloped areas. Proposing firms must indicate regions in which they are willing to provide services, (refer to Questionnaire Article 3, Project Location). Project types expected include building alterations, additions, various facility upgrades and special maintenance projects. ISID contracts will be used for minor, emergency and / or routine projects, but client agency needs may require ISID contracting for other or specialized, projects. Most projects will be minor (below \$500,000 total cost) in nature. The ISID contracts will supplement, but not replace, standard requests for proposals or qualifications as a method for obtaining professional services.

This selection round will supplement its roster of professional firms holding ISID contracts. The Department of Technology, Management and Budget (DTMB) currently holds several three-year and four-year term ISID contracts which will expire March 2023. This solicitation will add a certain number of firms to this roster so that a steady flow of firms is available.

The 2023 General Professional Design Services ISID contract will be limited to a term of four base years and one option year for assignments. A firm holding an ISID contract may not re-propose until their contract term is exhausted.

Firms with ISID contracts are eligible to participate in MIDeal, a cooperative purchasing program, local units of government, K-12 schools, state colleges and universities, and not for profit hospitals, may, if the firm agrees to participate, contract with an ISID contract holder at the billable rates specified in the ISID contract.

Please Note:

- 1. FIRMS HOLDING ISID CONTRACTS ARE NOT GUARANTEED ANY ASSIGNMENTS**
- 2. If your firm was awarded a 2021 General Architectural / Engineering/ Landscape Architecture ISID, you do not need to re-propose.**
- 3. If your firm holds an ISID contract for environmental, testing or another variety of ISID contract and you wish to provide General Professional Design Services, please respond to this Request for Proposal.**

If DTMB, Design and Construction Division (DCD) determines that a particular project is suited to the ISID contracting method, The DCD Project Director will select an ISID Professional to provide a specific proposal of services and fee for that project. If the proposal is acceptable, the project will be assigned to that Professional under their ISID contract. DCD reserves the option of requesting such informal proposal from more than one professional for a particular project.

ISID contracts may include, but not be limited to, the following phase(s) from DTMB's attached Sample Standard ISID Contract for Professional services.

Phase—

- 100 Study
- 200 Program Analysis
- 300 Schematic Design
- 400 Preliminary Design
- 500 Final Design
- 600 Construction Administration - Office Services
- 700 Construction Administration - Field Services

The minimum professional qualifications to complete the scope of work for this project are demonstrated experience in the successful planning and execution of similar projects in full accordance with all applicable Local, State, and Federal regulations.

I-2 Project/Program Statement

See attached project/program statement for more detailed information. The Professional, by submitting a Technical (Part I) and Cost (Part II) Proposal to DTMB for evaluation, states that they can and will provide complete services when an individual project is assigned to them.

No increase in compensation to the Professional will be allowed unless there is a material change made to the scope of work of the project/program statement and the change to the project/program statement is approved in writing by DTMB, State Facilities Administration (SFA), Design and Construction Division (DCD).

I-3 Issuing Office

This RFP is issued by the Department of Technology, Management and Budget (DTMB), on behalf of the State of Michigan and its Client Agencies. PROPOSALS SHALL BE RETURNED TO THE ISSUING OFFICE via State of Michigan Procurement website – SIGMA VSS.

The point of contact for all other items in this Request for Proposal is:

Chris Parsons, Project Director
Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Telephone Number: (517) 256-5677
Email: parsonsc5@michigan.gov

I-4 Contract Award

Professionals are requested to submit a two-part proposal, Technical Proposal - Part I, including a Qualifications Questionnaire, and Cost Proposal - Part II. Proposals will be evaluated by an Ad Hoc Advisory Committee based on the Technical Portion - Part I eighty percent (80%) and the Cost Proposal - Part II twenty percent (20%).

The professional firm must complete the Professional Questionnaire and select the Project Types and Project Locations they wish to be considered for.

DTMB will offer a contract to several professional firms recommended by the Ad Hoc Advisory Committee after evaluation of the proposal. Recommendation is expected within thirty (30) days following the due date of the proposal.

The Professional must include signed PSC Certification forms and the Addendum Acknowledgment form located at the end of this RFP as part of your proposal response.

I-5 Rejection of Proposals

The State of Michigan reserves the right to reject any or all proposals, in whole or in part, received because of this Request for Proposals.

I-6 Incurring Costs

The State of Michigan is not liable for any cost incurred by the Professional prior to acceptance of a proposal and the award and execution of a contract and issuance of the state's contract order.

I-7 Mandatory Pre- Proposal Meeting

NO MANDATORY PRE-PROPOSAL MEETING will be conducted by the Issuing Office for this Request for Proposal.

Questions that arise because of this RFP **MUST BE EMAILED to Chris Parsons at parsonsc5@michigan.gov** no later than **Thursday, January 12, 2022, at 12:00 p.m.**, Eastern time (ET). If it becomes necessary to amend any part of this RFP, addenda will be posted on the SIGMA VSS website.

I-8 Responsibilities of Professional

The Professional will be required to assume responsibility for all professional services offered in their proposal whether they possess them within their organization or not. Further, the State of Michigan will consider the Professional to be the sole point of contact regarding contractual matters, including payment of all charges resulting from the contract. The prime professional shall possess a license to practice in the State of Michigan pursuant to the Occupational Code (PA 299 of 1980).

I-9 Proposals

The professional must submit a complete, straightforward response to this Request for Proposal. The proposal should describe the professional's ability to meet the requirements of the Request for Proposal.

The proposal must be submitted electronically through the State of Michigan Procurement System (SIGMA VSS). No other distribution of proposals will be made by the Professional. To be considered responsible and responsive, proposals must be uploaded to SIGMA VSS **on or before 2:00 p.m., Eastern time (ET), on Thursday, January 19, 2022**. Proposal must be signed by an official authorized to bind the professional firm to its provisions. **NO FACSIMILES OR E-MAILS OF THE REQUEST FOR PROPOSAL WILL BE ACCEPTED.**

The proposal and attachments must be fully uploaded and submitted prior to the proposal deadline. **Please do not wait until the last minute to submit a proposal**, as the SIGMA VSS system **will not** allow a proposal to be submitted after the proposal deadline identified in the solicitation, even if a portion of the proposal has been uploaded.

SIGMA has a maximum size limit on file uploads. When uploading, your attachment(s) the attachment must be 6mb or less.

Also, when entering proposal amount, please enter the total cost amount as \$1.00. Bidder's failure to submit a proposal as required may result in being deemed nonresponsive.

Questions on vendor registration, proposal submissions, or navigation in the SIGMA VSS system can be answered by contacting the SIGMA Help Desk either by telephone at 517.284.0540 or toll free at 888.734.9749 or by email at sigma-procurement-helpdesk@michigan.gov

SECTION II PROPOSAL FORMAT - PART I – TECHNICAL

The Professional firm submitting a proposal must complete the Professional Questionnaire (see attached fillable form document in Microsoft Word format). This questionnaire must be accompanied by a narrative addressing the items below.

The proposal must be submitted in the format outlined below. Paginate proposals and ensure that the proposals refer specifically to the project at hand. Proofread proposals for language and mathematical errors. The items shown below are considered in the Ad Hoc Committee proposal review of technical qualifications.

II-1 General Information and Project Team

State the full name, address, and SIGMA Vendor Number of the organization and, if applicable, the branch office, consultants or other subordinate elements that will provide or assist in providing the service. Indicate whether you operate as an individual, partnership, or corporation. If a corporation, include the state in which you are incorporated. State whether you are licensed to operate and practice in the State of Michigan.

II-2 Understanding of Project and Tasks

Outline your experience with governmental or institutional design and construction, particularly as it relates to small facility preservation, maintenance, and alterations projects. Address programming, schematic and design development phases, construction documentation and construction inspection.

Explain how your firm or project team is the best suited to provide the services required for this project and would provide the best value to the State of Michigan for this work.

II-3 Personnel

The professional must be able to staff a project team which has the qualifications and expertise necessary to undertake small facility preservation, maintenance, and alterations projects. Include the full names of all personnel by classification that will be employed in the project. Indicate which of these individuals you consider to be "Key Personnel" for the successful completion of these project types, identify them by position and classification and provide their resumes.

The Professional must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:

- a. Name and title of staff that will be designated as Key Personnel.
- b. Key Personnel years of experience in the current classification.
- c. Key Personnel's roles and responsibilities, as they relate to this RFP, if the Professional is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
- d. Identify if each Key Personnel is a direct, or consultant employee.
- e. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

The Professional must provide detailed, chronological resumes of all proposed Key Personnel, including a description of their work experience relevant to their proposed role as it relates to the RFP. Qualifications will be measured by education and experience with particular emphasis to experience on projects similar to that described in the RFP.

Provide an organization chart outlining authority and communication lines for each professional firm, including Key Personnel, including sub-consultants, client agency, and DTMB.

II-4 Management Summary, Work Plan, and Schedule

The Professional must outline their work plan and methodology so that it is understood what services and deliverables will be provided, and the quality of the services and deliverables as well. Describe in detailed narrative form your plan for accomplishing the projects of the type expected. Describe clearly and concisely each professional task, event, and deliverable required for project completion. Do not simply reiterate language and tasks from the DTMB Professional Services Contract. Describe your constructability review and quality control plan.

II-5 Questionnaire

The professional firm submitting a proposal must complete the Professional Questionnaire (refer to attached fillable form in Microsoft Word format).

II-6 References

Provide references, with contact information of previous clients, particularly for similar projects. Outline your experience with similar projects, sites, and contacts.

SECTION III PROPOSAL FORMAT - PART II - COST

III-1 Instructions and Information – Billable Rate

The Part II - Cost Proposal for the ISID contract shall outline the billable ranges for each of the Professional firm's positions / classifications. Specific cost proposals for individual projects will be obtained at the time of individual project assignment and shall identify specific personnel assigned and carefully interface with all phases/tasks of the work plan requested at that time. If sub-consultants are used, their fees shall be provided. A mark-up of the Professional consultants' fees or billing rates will be allowed; indicate the percentage of the mark-up within the tables, not to exceed 5%.

Reimbursable Expenses: The DTMB will reimburse the Professional for the actual cost of printing and reproduction of project deliverables such as survey and/or study reports. DTMB will also reimburse for U. S. Mail regular shipping or postage. A mark-up of reimbursable expenses will be allowed for services not performed in house; indicate the percentage of the mark-up within the tables, not to exceed 5%.

All other costs, such as fringe benefits, vacations, sick leave, insurance, meals, lodging, travel, all computer time, and clerical/secretarial services (not project related), telephone services, miscellaneous travel, reproduction services for other than bid documents, employees not providing a direct service, other indirect costs, overhead and profit, shall be included in the calculation of the Professional's billing rates.

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

Completeness of Proposal: The design phase services shall cumulatively include any services required for subsequent issuing and processing of bulletins arising from, but not limited to, design errors and/or omissions, code compliance (precipitating either from plan

review or on-site/field observations), or modification of existing structures or systems necessary to achieve the intent of the project statement.

The design phase services shall include, either by cumulative allowance or by specific task, the furnishing of all project data and services necessary to legally implement the project. This includes but may not be limited to, code reviews and/or interpretations, project meetings, presentations, hearings, utility allocations requests, and/or connections, easements, or permits.

Any contract issued by the state pursuant to this proposal anticipates that the Professional will provide, but shall not seek compensation for, services necessary to respond to and resolve contractor claims arising wholly or in part from the Professional's design errors or omissions or other aspects of the design or for any aspect of the professional's performance which is inconsistent with the professional or construction contracts. No task or part thereof may include costs for such efforts.

Cost Review: Cost Proposals are reviewed on Interface and Total Fee. Interface refers to how the effort proposed (defined as the numbers of hours per phase, considered with the staff and classification assigned to that phase) relates to the effort the DTMB and the Client Agency expect or estimate to be required to deliver the project successfully. Total Fee refers to the total of the prime Professionals' fee, sub-consultants, travel, and other reimbursable expenses.

III-2 Identification of Personnel and Estimated Compensation

Provide compensation information for the Professional as well as any Sub-consultants. Note that employees of a separate professional firm or consultant, if proposed, should also be included, and noted.

A. Primary Professional and Sub-consultant(s) – Position, Classification & Employee Billable Rate Information

Using the format of Form II-2-A (attached), identify the service being provided and the Sub-consultant's employee(s) names and position classifications. It is not required to provide a team that covers all disciplines.

List current hourly billable rate ranges for each year / classification, from the beginning to the end of the contract. This range of current and anticipated hourly billing rates shall include any anticipated pay increases over the life of the Professional's four-year ISID contract duration. Sub-consultant fees will be included in individually assigned project contracts as not-to-exceed reimbursable amounts, including a reasonable mark-up to be specified, mark-up not to exceed 5%.

To determine your current billing rates, use the attached guideline page for information regarding the "Overhead Items Used for Professional Firm's Billing Rates Calculation," and

the web-link to "Sample Standard ISID Contract for Professional Services," Article 2 – Compensation.

Consultants providing professional services must submit separate billing rates for services that they will provide. A reasonable mark-up of the consultants billing rates, not to exceed 5%, will be allowed. ALL other costs, such as indirect labor, telephones, miscellaneous reproduction, travel, etc. shall be included in the professional's billing rate.

For individual assigned projects the proposal will identify, for each task, the estimated cost. The combination of all phases/tasks shall become the professional's maximum not-to-exceed cost for all services. Compensation for each phase will be in accordance with the "Sample Standard ISID Contract for Professional Services," Article 2 – Compensation. The following Items B, C and D will be required only at the time a proposal for an individual assigned project is requested.

B. Fee with Anticipated Hours by Phase for Individual Assigned Projects

Using the format of Form II-2-B, identify for each phase the estimated hours for each employee and include the billable rate for each employee. Provide totals.

C. Reimbursable Expenses for Individual Assigned Projects

Using the format of Form II-2-C, identify the phase number, firm name and description of sub-consulting services expressed as a not-to-exceed amount. Identify the phase number, firm name, and description of all reimbursable direct expenses expressed as a not-to-exceed amount (travel over 100 miles one-way, printing, tests, etc.). Note the mark-up(s) for handling reimbursable expenses is not to exceed 5% Provide totals.

D. Total, Summarized by Phase for Individual Assigned Projects

Using the format of Form II-2-D, provide a total of the fees and reimbursable expenses, by phase, as outlined in items B and C above. The total of all phases shall become the Professional's maximum not-to-exceed contract for all design services. Compensation for each phase will be in accordance with the "Sample Standard ISID Contract for Professional Services."

Use the attached forms to establish your total compensation and trade contract reimbursables.

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

The Professional's Consultant must submit a separate hourly billing rate for the professional consultant services they will provide for State of Michigan Projects. A moderate mark-up, not to exceed 5%, of the Professional's Consultant services hourly billing rates will be allowed.

The Department will reimburse the Professional for the actual cost of printing and reproduction of the Contract Bidding Documents, soil borings, surveys and any required laboratory testing services and use of field equipment. **No mark-up of these Project costs will be allowed if services are performed in house.**

2023 HOURLY BILLING RATE
Based on 2022 Expenses

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

SALARIES:

Principals (Not Project
Related)

Clerical / Secretarial

Technical (Not Project
Related)

Temporary Help Tax

Technical Training

Recruiting Expenses

EMPLOYEE BENEFITS:

Hospitalization

Employer's
Federal Insurance
Contributions Act (FICA)Tax
Unemployment Insurance

Federal Unemployment
Disability
Worker's Compensation
Vacation
Holidays
Sick Pay
Medical Payments
Pension Funds
Insurance - Life
Retirement Plans

INSURANCE:

Professional Liability Insurance

Flight and Commercial Vehicle

Valuable Papers

Office Liability
Office Theft
Premises Insurance
Key – Personnel Insurance
Professional Liability Insurance

TAXES:

Franchise Taxes

Occupancy Tax

Unincorporated

Business Tax

Single Business Tax

Property Tax

Income Tax

**SERVICES
(PROFESSIONAL)**

Accounting
Legal
Employment Fees

Computer Services Bond)
Research
Project / Contract Bond

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping

Dictating
Printing
Furniture and Fixtures
Instruments

OFFICE FACILITIES:

Rents and Related
Expenses
Utilities
Cleaning and Repair

LOSSES:

Bad Debts (net)

Uncollectible Fee
Thefts (not covered by
Project / Contract)
Forgeries (not covered by
Project / Contract)

FINANCIAL:

Depreciation

SUPPLIES:

Postage

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

**PRINTING AND
DUPLICATION:**

Specifications (other than
Contract Bidding documents)
Drawings (other than
Contract Bidding documents)
Xerox / Reproduction

Photographs

**SERVICES
(NONPROFESSIONAL):**

Telephone and Telegram

Messenger Services

TRAVEL:

All Project – Related
Travel*

MISCELLANEOUS:

Professional Organization
Dues for Principals and
Employees
Licensing Fees

III-2-A. Position, Classification and Employee Billing Rate Information

Firm Name

XYZ, Inc.

Yearly Hourly Billing Rate Increase

≈4%

Position/Classification				
	Year 2023	Year 2024	Year 2025	Year 2026
Principal/Project Manager**	\$100.00	\$105.00	\$110.00	\$116.00
Senior Architect	\$100.00	\$105.00	\$110.00	\$116.00
Quality Control/Assurance	\$100.00	\$105.00	\$110.00	\$116.00
Licensed Surveyor**	\$90.00	\$95.00	\$99.00	\$104.00
Project Engineer**	\$90.00	\$95.00	\$99.00	\$104.00
Mechanical Engineer**	\$90.00	\$95.00	\$99.00	\$104.00
Sr. Structural Engineer	\$80.00	\$84.00	\$88.00	\$92.00
Electrical Engineer	\$80.00	\$84.00	\$88.00	\$92.00
Scientist/Surveyor	\$65.00	\$68.00	\$71.00	\$75.00
Staff Engineer	\$65.00	\$68.00	\$71.00	\$75.00
Staff geologist	\$65.00	\$68.00	\$71.00	\$75.00
CAD Operator	\$75.00	\$79.00	\$83.00	\$87.00
Technician	\$65.00	\$68.00	\$71.00	\$75.00
Field Technician	\$50.00	\$53.00	\$56.00	\$59.00
Technical Support	\$35.00	\$37.00	\$39.00	\$41.00

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

** Key Project Personnel

III-2-B. Fee with Anticipated Hours and Billing Rate

		TOTAL HOURS	BILLING RATE	TOTAL
	POSITION/ CLASSIFICATION			
	Principal/Project Manager	30	100.00	3,000.00
	Senior Architect	17	100.00	1,700.00
	Licensed Surveyor	9	90.00	810.00
	Project Engineer	8	90.00	720.00
	Mech. Engineer.	8	90.00	720.00
	Sr. Structural Engineer	8	80.00	640.00
	Electrical Engineer	22	80.00	1,760.00
	Draftsperson	40	35.00	1,400.00
	Quality Control	2	100.00	200.00
	CAD Operator	42	35.00	1,470.00
SUBTOTAL		186		\$10,667.50

III-2C. Authorized Reimbursables -- Sub-consultants, Testing and Expenses

*Firm's Mark-Up Percentage: _____

PHASE	NAME OF FIRM	DESCRIPTION OF SERVICES PROVIDED	TOTAL AMOUNT* (Including mark-up)
Phase 400	Forrest T. Arrea, Landscape Architect, Howell, Michigan	Design of Stormwater Management Rain Garden	500.00
Phase 500	XYZ Productions, Inc. Lansing, Michigan	Printing and reproduction of bidding documents	500.00
Phase 500	Forrest T. Arrea, Landscape Architect, Howell, Michigan	Design of Stormwater Management Rain Garden	500.00
	SUBTOTAL		\$ 1,500.00

III-2D. Total, Summarized by Phase

PHASE	Phase 300	Phase 400	Phase 500	Phase 600	Phase 700	TOTAL
Professional Fee	1,597.50	2,820.00	3,970.00	1,120.00	1,160.00	10,667.50
Reimbursable Expenses	0.00	750.00	1,250.00	0.00	500.00	1,500.00
SUB-TOTAL	1,597.50	3,570.00	5,220.00	1,120.00	1,660.00	
TOTAL CONTRACT AMOUNT						\$ 12,167.50



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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

Vendor must have, during the 12 months immediately preceding this bid deadline:
or

If the business is newly established, for the period the business has been in existence, it has:

(Check all that apply):

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

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

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

Bidder shall also indicate one of the following:

- ☐ Bidder qualifies as a Michigan business (provide zip code: _____)
- ☐ Bidder does not qualify as a Michigan business (provide name of State: _____).
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)



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

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

Responsibility Certification

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

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not had a felony conviction in any state (including the State of Michigan).
- (c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid rigging, or a violation of state or federal anti-trust statutes.
- (d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (e) Has not been terminated for cause by the Owner.
- (f) Has not failed to pay any federal, state, or local taxes.
- (g) Has not failed to comply with all requirements for foreign corporations.
- (h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
- (i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
 - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
 - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.



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

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

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

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

ACKNOWLEDGMENT OF ADDENDUMS

PSC acknowledges receipt of Addenda: No. ____ dated: _____,

No. ____ dated: _____ No. ____ dated: _____



Questionnaire for Professional Services
Department of Technology, Management and Budget
2023 Indefinite-Scope Indefinite-Delivery – Request for Qualifications
Architecture, Engineering, and Landscape Architecture Services
Various Locations, Michigan

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

ARTICLE 1: BUSINESS ORGANIZATION

1. Full Name: [Click or tap here to enter text.](#)

Address: [Click or tap here to enter text.](#)

Telephone and Fax: [Click or tap here to enter text.](#)

Website: [Click or tap here to enter text.](#) E-Mail: [Click or tap here to enter text.](#)

SIGMA Vendor ID: [Click or tap here to enter text.](#)

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: [Click or tap here to enter text.](#)

If awarded a contract and / or subsequent assignment(s), state the specific SIGMA business address which you would like associated for all communication (Contracts, Contract Order, Contract Modifications and Payments)? [Click or tap here to enter text.](#)

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include persons name, title, address, email and phone number. [Click or tap here to enter text.](#)

2. Check the appropriate status:

☐ Individual firm ☐ Association ☐ Partnership ☐ Corporation, or ☐ Combination –

Explain: [Click or tap here to enter text.](#)

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: [Click or tap here to enter text.](#)

Include a brief history of the Professional's firm: [Click or tap here to enter text.](#)

3. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions.
4. Has there been a recent change in organizational structure (e.g., management team) or control (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. [Click or tap here to enter text.](#)
5. Provide a four year rate schedule per position.

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

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

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

- ☐ ADA facility assessment and remodeling
- ☐ Boilers and steam systems
- ☐ Bridges – pedestrian and vehicular
- ☐ Building and structure additions
- ☐ Building envelope investigation, repair, upgrade
- ☐ Correctional facilities
- ☐ Door and window replacement
- ☐ Elevators
- ☐ Fire and security alarm systems
- ☐ Fish passage structures
- ☐ General architectural and/or engineering design
- ☐ Historical Preservation
- ☐ HVAC equipment replacement, upgrade, selection
- ☐ HVAC controls replacement, upgrade, selection
- ☐ Interior remodeling and renovation
- ☐ Laboratory facilities
- ☐ Landscape architecture
- ☐ Land Planning
- ☐ Locks, Dams, Water Diking Systems and Water Control Structures
- ☐ Maintenance and facility preservation
- ☐ Marine work - boat launch facilities, docks, harbors
- ☐ Parking and paving
- ☐ Recreation and Sports Facilities / Fields
- ☐ Roof repair, restoration and/or replacement design
- ☐ Soil Erosion Sedimentation Controls
- ☐ Site surveying
- ☐ Stormwater management and drainage plans
- ☐ Structural investigation and assessment
- ☐ Toilet and/or shower room remodeling or design.
- ☐ Trail design and development
- ☐ Wastewater systems
- ☐ Water supply systems

ARTICLE 3: PROJECT LOCATION

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

- ☐ Western Upper Peninsula (west of Marquette)
- ☐ Eastern Upper Peninsula (east of Marquette)
- ☐ Northern Lower Peninsula (north of Grayling)
- ☐ Saginaw Bay area (east of 127, north of I-69 and M 57, south of Grayling)
- ☐ Western Lower Peninsula (west of 127, north of Muskegon, south of Grayling)
- ☐ Central Lower Peninsula (east of Battle Creek, west of Chelsea, south of M 46 and M 57)
- ☐ Southwestern Lower Peninsula (west of Battle Creek, south of Muskegon)
- ☐ Southeastern Lower Peninsula (east of Chelsea, south of I-69)

ARTICLE 4: CONTRACT UNDERSTANDING

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

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

If yes, explain: [Click or tap here to enter text.](#)

- 4.7 Does your firm have prior experience working with the State of Michigan?

Yes ☐ No ☐

If yes, explain: [Click or tap here to enter text.](#)

ARTICLE 5: CAPACITY AND QUALITY

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

[Click or tap here to enter text.](#)

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

Yes ☐ No ☐

If yes, explain: [Click or tap here to enter text.](#)

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

Yes ☐ No ☐

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

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#)

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

Yes ☐ No ☐

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

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#) %

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

[Click or tap here to enter text.](#) %

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

[Click or tap here to enter text.](#) Days/Weeks

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

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#)

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

[Click or tap here to enter text.](#)

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

2023 Indefinite-Scope Indefinite-Delivery – Request for Proposal
General Professional Design Services
(Architecture, Engineering, Landscape Architecture)

Firm Name

Yearly Hourly Billing Rate Increase

Mark-up for Sub-Consultants (not to exceed 5%)

Mark-up for Reimbursables (not to exceed 5%)

[illegible]

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

** Key Project Personnel



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

REQUEST FOR PROPOSAL ADDENDUM NO. 1

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

TO: ALL PROPOSERS	DATE ISSUED December 8, 2022
PROJECT NAME 2023 General Architectural / Engineering Services Indefinite Scope Indefinite Delivery (ISID)	FILE NUMBER
PROJECT DIRECTOR Chris Parsons	PROPOSAL DUE DATE: January 19, 2023

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

This addendum is to clarify the contract term listed in the Request for Proposal and in the Sample Contract. The term of this contract will be for a period of four (4) base years with no option year.

End of Addendum 1

APPROVED BY:
Chris Parsons

PROJECT DIRECTOR

DATE 12/7/2022

APPENDIX 2

PROFESSIONAL'S PROPOSAL

HOBBS + BLACK ARCHITECTS

ARCHITECTURE | PLANNING | INTERIOR DESIGN



2023 ISID General Professional Design Services

DEPARTMENT OF TECHNOLOGY, MANAGEMENT, & BUDGET | JANUARY 19, 2023

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GENERAL INFORMATION & PROJECT TEAM

STATE OF MICHIGAN DESIGN EXPERIENCE

Hobbs+Black Architects is a nationally recognized firm incorporated in the State of Michigan in 1965. Our team has been working with the State of Michigan for over thirty years. Over 50 professionals provide architectural, planning, design, and related consulting services. We have completed numerous projects for the State of Michigan in a variety of building types including:

- > Administrative Offices
- > Operation Maintenance Facilities
- > Military Installations
- > Laboratories
- > State Police Buildings
- > Historic Restoration
- > Window Replacements and Lobby Renovations
- > Correctional Facilities

Our professional team understands the State of Michigan and the Department of Technology, Management and Budget Design Guidelines and process. We provide our services in accordance with the State's work plans and phasing. Within the State work plan, our services include:

- > Facility Audit and Site Analysis
- > Forensic Investigation and Analysis
- > Site Planning, Design, and Zoning
- > Facility Programming
- > Master Planning
- > Architectural and Structural Engineering Design
- > Space Planning
- > Mechanical and Electrical Engineering Design
- > Contract Document Development
- > Interior Design and Procurement
- > Signage Design and Implementation
- > Relocation Management
- > Post Completion Evaluation

General Information

- > Federal ID: 38-2029341
- > Hobbs+Black Architects is a Michigan Corporation
- > Hobbs+Black Architects is licensed to operate and practice in the State of Michigan



Locations

ANN ARBOR - HEADQUARTERS
100 North State Street
Ann Arbor, Michigan 48104
734.663.4189

LANSING
117 E. Allegan Street
Lansing, Michigan 48933
517.484.4870

PHOENIX
4300 N. Miller Road, Ste 147
Scottsdale, Arizona 85251
480.968.6944

WWW.HOBBS-BLACK.COM

THE DESIGN APPROACH

Each project must be approached with a focus on balancing project scope, quality and project budget as well as creative planning. To achieve this objective, the Owner's participation in the design process is critical. Our design team knows buildings, but only those who manage and operate your existing facilities on a daily basis know every detail of how a facility will be used. In a dynamic process, we combine your ideas and knowledge about your operation with our vision and expertise of governmental facility design. The result is a solution that is strategic, affordable and comprehensive.

With detailed programming input, the Hobbs+Black will translate a facility program into a facility design that is aesthetically appropriate, functionally efficient, and can accommodate future changes.

INTERIOR DESIGN

The Hobbs+Black Interiors Group works closely with our Architects in the areas of space planning and interior design. We have found that combining the complementary disciplines of architecture and interior design allows us to provide synergistic service to our clients. By working with Hobbs+Black for both services, the client is assured maximum coordination between the architectural and interior elements of design as well as maximum efficiency in project management.

ENGINEERING

As a planning firm, Hobbs+Black works with all of the local engineering firms on a regular basis and has completed small- and large-scaled projects. We incorporate energy efficient systems and sustainable design practice into our designs. Life cycle costing of the facility systems assist the owner in determination of the best systems and equipment for their buildings and operations

OTHER PROFESSIONAL SERVICES

The Hobbs+Black has worked with many clients in important areas related to design. These areas include code and facility evaluation, site evaluation and construction feasibility studies. We have also assisted clients in securing and coordinating other related services such as environmental analysis, strategic business planning, financial feasibility studies, and market evaluations.





HOBBS+BLACK ARCHITECTS

Brian Bagnick

Project Director

Martin Ruiter

Project Manager

John Mortimore

Assistant Project Manager

Robert Gibb

Project Architect

Ryan Wrigley

Interior Designer

ENGINEERING

Hobbs+Black brings extensive expertise and resources to the Department of Technology, Management & Budget. Additionally, we have strong relationships with multiple firms and will align the best team for any statewide project.

Some firms include:

- > Matrix Consulting Engineering - MEP
- > Clark, Trombley, & Randers MEP
- > Peter Basso Associates MEP
- > IMEG
- > JDH Structural Engineers Struc
- > Nowak & Fraus Engineers
- > Fleis & VandenBrink
- > McMillen
- > ...and more



Brian has been a Michigan State Registered Historic Architect since 2004. As such, his varied career has included significant historic restoration projects in various markets, as well as projects for State and municipal clients.

Brian is a Senior Vice President with Hobbs+Black and has been with the firm for over 25 years. His responsibilities include the facilitation of day-to-day operations, including coordination and production, as well as construction administration. He has been involved a wide-array of small- and large-scale designs and implementations of various educational, religious, retail, and institutional facilities.

Relevant Experience

Education

- > Bachelor of Science in Architecture, Lawrence Technological University, 1983
- > Bachelor of Architecture, Lawrence Technological University, 1984

Registrations

- > Architect | MI (1989)
- > Architect | MO (2016)
- > Architect | NY (2016)
- > Architect | NJ (2017)
- > Architect | VA (2016)
- > Architect | GA (2016)
- > National Council of Architectural Registration Boards (NCARB)
- > Michigan State Historic Architect (2014)

Tenure

- > With Hobbs+Black since 1993
- > In the industry since 1983

Michigan Veterans Foundation

Detroit, MI

- > Single Room Occupancy

Ypsilanti Township 14B District Court

Ypsilanti, MI

- > Miscellaneous Renovations - Judicial & Courtroom Facilities

City of Toledo

Toledo, OH

- > Municipal Tow Lot & Storage Facility

Allen Park

Allen Park, MI

- > Atrium Renovation & Entry Icon

Centria Healthcare

Farmington Hills, MI

- > Pre-purchase Facility Assessment

Comerica Bank

Ann Arbor, MI

- > Headquarters Consolidation

Home Point Financial

Ann Arbor, MI

- > Interior Office Renovation

Masco Cabinetry Holdings

Ann Arbor, MI

- > Headquarters Renovation

Plunkett Cooney

Bloomfield Hills, MI

- > Office Renovation
- Petoskey, MI
- > Interior Office Fit Out

University of Michigan Credit Union

Ann Arbor, MI

- > State Street New Branch Location
- > Huron Street Headquarters
- Conference Room Renovation
- Ypsilanti, MI
- > New Branch at Eastern Michigan University
- Pittsfield Township, MI
- New Branch Location

FBI Secure Communications*

21 Sites throughout the United States

Federal Reserve Bank*

Detroit, MI

- > Electrical Upgrades

Tank Command*

Warren, MI

*with other firms

Vice President | Project Manager

**Education**

- > Bachelor of Architecture
University of Detroit
- > Associate of Architecture Technology
Ferris State University

Registrations

- > Registered Architect | MI (2000)
- > LEED Accredited Professional

Affiliations

- > American Institute of Architects (AIA)
- > US Green Building Council (USGBC)

Tenure

- > With Hobbs+Black since 2008
- > In the industry since 1991

Marty is a Vice President with Hobbs+Black with over 27 years of experience in architecture. His responsibilities have involved a full range of design processes including initial planning and programming, design development, construction documentation, and construction administration on educational, office, municipal, religious, and recreational projects. He utilizes his design talents, technical expertise, and project management skills to interpret clients' needs and translate them into functional and aesthetic solutions.

Relevant Experience**State of Michigan Dept of Technology, Management & Budget**

- Grand Rapids, MI
- > Michigan State Police Consolidation Forensic Lab
Harrison Township, MI
 - > DMVA Selfridge Air National Guard Base
Dimondale, MI
 - > Michigan State Police/Michigan Truck & Safety Commission
Michigan Center for Decision Driving

State of Michigan Dept of Military & Veterans Affairs

- Battle Creek, MI
- > Fort Custer Training Facility
Harrison, MI
 - > Selfridge Air National Guard Base

City of Lansing*

- Lansing, MI
- > Relocation of City Offices & Departmental
 - > Reorganization of City Hall

Michigan Chamber of Commerce

- Lansing, MI
- > 7th Day Adventist Building

Fenner Pavilion

- Lansing, MI
- > Outdoor Education Facility & Renovation

Michigan State University

- Lansing, MI
- > Pediatrics Renovation & Expansion
East Lansing, MI
 - > Wonders Hall
 - > Engineering Building

City of Detroit Water Dept*

- Dearborn, MI
- > Springwells Water Treatment Plant

US Army Corps of Engineers

- Sault Ste Marie, MI
- > Soo Locks Observation Center

Lansing Catholic High School

- Lansing, MI
- > Master Plan
 - > Major Project Series

Lansing Community College*

- Lansing, MI
- > Major Project Series

Lansing School District*

- Lansing, MI
- > Bond Program

Kent County Road Commission

- Grand Rapids, MI
- > Walker View Central Complex



John Mortimore is a Senior Associate with Hobbs+Black. He is well-versed in the technical aspects of the construction industry. With more than 32 years of experience, he is responsible for scheduling and overseeing construction document developments within the firm. His wide range of experience includes staff management, supervision and training, and coordination of mechanical and electrical consultant documents with architectural documents.

Relevant Experience

Education

- > Bachelor of Science Industrial Education Technology, Central Michigan University
- > Associate in Architectural Drafting Technology, Ferris State University

Tenure

- > With Hobbs+Black Since 2001
- > In the Industry Since 1982

State of Michigan: Dept of Management & Budget

Lansing, MI

- > G. Mennen Williams Building Window Replacement

State of Michigan: Dept of Military & Veterans Affairs

Lansing, MI

- > North Lansing Complex Renovations: Baker-Olin West

Michigan State Police

Lansing, MI

- > New Headquarters

City of Ann Arbor

Ann Arbor, MI

- > WR Wheeler Center
 - New Operations & Maintenance Facility

City of Mason

Mason, MI

- > Study for Consolidation of City Hall, Police & Library

Fenville Maintenance Garage

Fenville, MI

- > New Garage Facility

Allegan County Road Commission

Allegan, MI

- > New Maintenance & Parking Garage

Clare County Transit Corporation

Harrison, MI

- > Renewable Green Systems

Belmont Readiness Center

Belmont, MI

- > Armory Modifications - Phase II

Sault Ste Marie Armory

Sault Ste Marie, MI

Lansing Housing Commission

- > Mt. Vernon Community Room Renovations
- > Hildebrandt Community Room Addition & Renovation
- > LaRoy Froh Community Room Renovation
- >

Northeast Ingham Emergency Service Authority

Webberville, MI

- > Additions & Renovations

Deerfield Twp Fire Dept

Mount Pleasant, MI

- > New Apparatus Bays & Renovation

Lansing Community College

Lansing, MI

- > Gannon Vocational Technical Building Vacated Space Renovations
- > IDS Laboratory
- > New Health & Human Services Building



With over 10 years of experience, Robert is an experienced Architect and Project Manager with a demonstrated history of successful projects. Skilled in Code Review, AutoCAD, REVIT, AIA Documents, and Operations Management. Robert is passionate about customer service and effective in managing project teams, scope, schedule, and budget.

Relevant Experience

Education

- > Bachelor of Architecture, Lawrence Technological University, 2003
- > Masters of Architecture (NAAB), Lawrence Technological University, 2006
- > Executive Education- Mini MBA, University of St. Thomas, 2015

Tenure

- > With Hobbs+Black since 2022
- > In the industry since 2007

Licenses & Certifications

- > Registered Architect | MI, WI, MA, CO, NC, FL
- > NCARB Certification

Mammoth Hospital*

Mammoth Lakes, CA

- > Family Clinic Renovation
- > North Wing Expansion Hospital addition

Southland Farms*

Niles, MI

- > Micro Grow Facility and Retail Construction

MICAT*

Saginaw, MI

- > Renovations and Addition

Okemos Public Schools*

Okemos, MI

- > Chippewa Pool Infill

Bath Community Schools*

Bath, MI

- > Renovations and Additions

DART Container*

Lodi, CA

- > Warehouse Design and Master Planning
- Thomaston, GA
- > Thermoform Install and Building Additions

Genesee County Grow Facility*

Genesee County, MI

- > Adaptive Reuse Retail/Hydroponic

Iron Belle Trailhead*

MI

- > Trailhead Pavilion and Restrooms

Cliffs Natural Resources*

MI

- > Telemetry and Gate Station Install

Moose Lake United Methodist Church*

Moose Lake, MN

- > Accessibility Upgrades

Gloria Dei Lutheran Church*

Duluth, MN

- > Accessibility Upgrades / Site Improvements

*with other firms



As the Director of Interior Design, Ryan Wrigley works with our team and the client to create a unique, thoughtful space. She is committed to creating environments that engage users, foster collaboration, and achieve the goals of the organization. She understands the importance of listening and working closely with her clients to design spaces that reflect the program and culture for each individual client. With over 18 years experience, she has expertise in a variety of project types from workplace, retail, healthcare, and education design.

Relevant Experience

Education

- > Bachelor of Interior Design, Michigan State University

Affiliations

- > International Interior Design Association (IIDA)

Tenure

- > With Hobbs+Black Since 2010
- > In the Industry Since 2002

Contact Information

Address: Hobbs+Black Headquarters
100 N State Street
Ann Arbor, MI 48104

Phone: 734.663.4189

Fax: 734.663.1770

Email: rwigley@hobbs-black.com

Ingham County Health Dept

Lansing, MI

- > Forest Community Health Center Building Conversion for Adult Health Services, Education, Dental, & Administration

Department of Technology, Management, & Budget (DTMB)

Lansing, MI

- > Office Space Renovations

State of Michigan Dept of Technology, Management, & Budget

Lansing, MI

- > Capital Area Reconfiguration

Lansing Catholic High School

Lansing, MI

- > Renovations

Beaumont Trenton Medical Center

Trenton, MI

- > Cath Lab
- > Birthing Center
- > Women's Center
- > Administration Suite

Ascendant MDx

Ann Arbor, MI

- > Lab & Office Space

Consumers Energy

Jackson, MI

- > Jackson Innovation Center

Two Men & a Truck International

Lansing, MI

- > Headquarters Facility & Renovation

Michigan State University

East Lansing, MI

- > Abrams Planetarium Renovation & Learning Center Expansion

Monroe Community College

Monroe, MI

- > Career Technology Center

Mid Michigan College

Harrison, MI

- > Liberal Arts & Business Addition

Lansing Housing Commission

Lansing, MI

- > HUD Funded Townhomes & Community

Michigan State University

East Lansing, MI

- > Abrams Planetarium Renovation & Learning Center Expansion

MANAGEMENT SUMMARY

Hobbs+Black's approach to managing projects is simple and straightforward. Our project manager serves as your representative and point of contact. The Project Manager directs the mix and timing of Hobbs+Black's services to control the major elements of your project program.

In order for the project to be successful, there must be a cooperative effort by all parties. Working with the project team, Hobbs+Black serves as an unbiased party to provide overall management and coordination to achieve the goals and objectives of the project. Hobbs+Black will constantly be sensitive to the scheduling and budgetary constraints of the project while balancing the quality, space needs and program objectives of DTMB and the owner. In order to achieve this delicate balance of program and budget, Hobbs+Black will provide timely input and recommendations during each phase, allowing the project team to make informed decisions regarding the building design and its impact on the budget, schedule, program, building maintenance and operation of the facility.

Hobbs+Black's relationship with DTMB and the owner will emphasize the following key principles:

Hobbs+Black's relationship with the DTMB will emphasize the following key principles:

Extension of the Owner's Staff

Hobbs+Black typically operates as if it is part of the owner's organization. Hobbs+Black's project manager and staff will serve as DTMB's representative - providing a direct, day-to-day communications channel.

Keep DTMB Informed

Communication is one of the most critical ingredients in the success of any construction program. Hobbs+Black will establish a system of communication and formal reporting that will ensure important facts and realistic choices are identified and presented in a clear and timely manner.

Promote the Owner's Best Interests

Hobbs+Black will work objectively and effectively with all parties involved, and will fully and fairly represent DTMB's interests at all times.

Depth of Resources

Hobbs+Black Team include the full range of in-house technical personnel, including project managers, architects, interior designers, schedulers CAD / Revit operators – all specialists in their disciplines. Our "team" engineering partners include well-seasoned mechanical, electrical, plumbing, structural, and civil engineers, which are selected to match the intrinsic needs of each project.

Management Tools

The Hobbs+Black team has a full complement of project management systems and reports that can be customized to suit the owner's needs and is compatible with the owner's existing procedures and systems.

Document Quality Control

The project manager reviews projects on a regular basis. Projects are prepared with shared network services or Revit models with regular team coordination meetings to resolve engineering conditions quickly and efficiently. CAD backgrounds are, therefore, continuously updated and shared by all production staff, rather than having to email updates to engineering consultants. At Hobbs+Black, the project manager is also responsible for writing specifications, which facilitates a very detailed review of the documents. Project principals will review documents at the end of the schematic, design development and construction document phases.

Anticipation

The whole thrust of Hobbs+Black's approach to project management is to "look ahead," in order to identify potential problems early and head them off before they occur, to identify opportunities to save time and money, and to work towards achieving the best results attainable.

WORK PLAN

PHASE 100 STUDY

Upon Notice to Proceed, we propose to schedule a kick-off meeting to meet with the project team and review the proposed scope of work in detail. We will review the preliminary scope of work and review the previous programming efforts executed by DTMB/the owner's staff with the team. Pros and cons of the previous conceptual plans will be discussed and analyzed. The team will also prioritize the proposed work items and schedule of the critical task elements. All existing documentation relative to the project/facility will need to be identified and submitted to Hobbs+Black prior to the kick-off meeting so that we may become as familiar and pre-paired as possible with the facility prior to meeting with the project team. At a date determined at the kick-off meeting with the project team, Hobbs+Black will schedule our facility assessment tours at times that are acceptable to the project team. It is our desire that critical "owner" staff will be available to support and offer first hand information for the facility. At the conclusion of our research and field inspections Hobbs+Black will initiate the Study Report, The Phase 100 report will be presented and reviewed with the design team at 50% and 90% and all comments recorded and addressed, to be incorporated into the Phase 100 deliverables. An integral part of the report will be to provide an itemized list of mutually agreed-upon facility improvements and maintenance upgrades tied to an amortized estimate of total construction costs. Hobbs+Black will also review the life-cycle costs of identified facility improvements with the DTMB which will give them the necessary information to make informed decisions on what improvements they can economically implement into the project.

It is critical that the entire team be in agreement on the scope of work and the estimated construction cost. Cost alternates will be included to ensure that the project can be designed within the construction budget provide by DTMB.

Task 101 Coordination

Meet with the Project Team consisting of a representative of the Department, the State/Client Agency, and others as considered appropriate by the Department of the Project Scope of work requirements. Define all areas of investigation. Establish Project Team responsibilities and

lines of communications. Review the status of study efforts with the Project Team at such frequency and times as may be required to achieve the Project scope of work objectives. Present study documents to the State/Client Agency and the Department for their review of the 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project. Preside at all Project related meetings. Prepare and distribute to the Project Team, copies of minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated and/or critical decisions are made, distribute copies to the Department and participants within two business days of the date of occurrence, otherwise meeting minutes shall be distributed within five business days. Provide up to five additional copies and distribute as the Department may direct.

Task 102 Research

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

Task 103 Analysis

Correlate, describe, and by appropriate Project scope of work tables, graphs, and architectural and/or engineering drawings (on 24-inch by 36-inch or 30-inch by 42-inch Mylar sheets, or sheet size approved in writing by the Department). Transcribe and consolidate all existing data, studies and the research analysis of Task 102 into a comprehensive study report summarizing spaces, physical features, systems, functions, capacities, loads, relationships, and interactions to be achieved by the Project scope of work requirements.

Task 110 Study Report

Upon completion of all on-site field investigation activities prepare a complete architectural and/or engineering study report with itemized construction cost estimates in the following outline and in such detail as the Project scope of work requirements may prescribe:

- > Problem
- > Conclusion
- > Recommendation
- > Discussion and details

Submit 10 copies of the draft study report to the Project Team at each required 50 percent and 90 percent completion review interval and incorporate the study review comments as directed by the Department into the final study report. Also, provide one camera-ready original and an electronic copy suitable for legible reproduction. Provide presentations as indicated in the Project scope of work plan for Department acceptance and incorporate all requested study review comments required for Department written acceptance of the Project study report. Provide one acceptable study report presentation to the Project Team for this task. Any additional study report presentations requested by the Department will be considered extra professional services and the additional study costs will be paid to the Professional by the Department with a Contract Change Order.

PHASE 200 – PROGRAM ANALYSIS**Task 201 Coordination**

Hobbs+Black believes that all members of the project team must be a part of the cooperative effort and will therefore attend meetings with the DTMB and the owner to establish a physical size and arrangement of the project scope, including technical, human, and physical requirements.

Hobbs+Black will review the previously developed Study Phase documents relative to the overall project scope and facility master plan. We will work together with DTMB/the owner to validate and the project programming, offering suggestions based on our extensive professional experience with similar types of facilities. Hobbs+Black will also work with the project Team to define a basic overall project schedule and identify all the known critical path decisions and milestones that will need to be resolved in order to

deliver the project efficiently, cost-effectively, on time and on budget.

The Program Analysis Report documents will be presented to the DTMB at 50% and 90 % completion intervals as well as on request. Hobbs+Black would like to utilize programming workshops to facilitate the 50% and 90% deliverables. Hobbs+Black will preside over all Project related meetings and distribute meeting minutes, reports of on-site visitations, correspondence, memoranda, telephone and other conversations and communications. Essential or significant information will be distributed to the DTMB within two business days of the date of the occurrence.

Task 202 Analysis

Hobbs+Black will work with the project Team to evaluate and clarify the project data by gathering applicable site and soils data, conducting visits to similar facilities, conducting a survey of appropriate staff with a targeted questionnaire, identifying the programmatic requirements for all major and minor functions into one comprehensive analysis that captures the purpose, planning, requirements and options and budget into fully functioning facility.

Task 203 Development

Hobbs+Black will transcribe all the appropriate information from Task 202 into one comprehensive report that encapsulates all the data developed that describes the project scope. Hobbs+Black will utilize written descriptions, drawings, diagrams, spread sheets, estimates, etc as required to conform to all applicable DTMB/the owner standards and practices.

Task 209 Estimate

Hobbs+Black will provide an itemized opinion of probable construction cost based on a mutually agreed-upon scope of work that includes both quantitative and qualitative means and methods scope of work requirements. Hobbs+Black will revise as necessary the program analysis/design documents to provide an acceptable design within the Departments authorized budget.

Task 210 Program Analysis Report

Hobbs+Black will define and render the program design basis for all proposed site and architectural systems appropriate to the Project scope of work requirements. We understand this includes but is not limited to a site plan

that indicates building placement, circulation, storm water measures, access points, utility routing, construction staging areas, new material lay-down area(s), and basic MEP systems design narrative.

Hobbs+Black will prepare, reproduce, submit, and make revisions to the Program Analysis Report planning documents, as necessary, to achieve the Project scope of work requirements. We will review documents with the DTMB and the owner at 50 % and 90 % completion intervals and present them for programmatic design conformance review and acceptance. We will provide appropriate architectural/engineering drawings suitable for legible reproduction and 10 copies of the completed proposed report documents to the DTMB for their review including one electronic copy if a pdf format. Hobbs+Black will provide one presentation to the project Team once the final deliverable has been accepted.

PHASE 300 - SCHEMATIC DESIGN

Task 301 Coordination

Hobbs+Black will review the development of schematic design documents with the DTMB and the owner to assist in obtaining data and providing timely decisions. Schematic design documents will be presented to the DTMB at 50% and 90 % completion intervals as well as on request. Hobbs+Black would like to utilize design programming workshops to facilitate the programming workshops for the 50% and 90% deliverables. Hobbs+Black will preside over all Project related meetings and distribute meeting minutes, reports of on-site visitations, correspondence, memoranda, telephone and other conversations and communications. Essential or significant information will be distributed to the DTMB within two business days of the date of the occurrence.

Task 302 Construction Codes and Design Reviews

Hobbs+Black will identify, list, and define for the Department, in writing, the impact of all applicable construction codes, rules, regulations, environmental requirements, design reviews, and permitting procedures current as of the start of this schematic design phase that will apply to the design of the project scope of work requirements.

Task 303 Civil/Site Staging Investigation

Hobbs+Black will prepare the site staging investigation survey instructions program(s) required to establish and execute a complete schematic site design appropriate to the Project scope of work requirements. Analyze site staging investigation results and adapt into schematic site design. Coordinate a site specific testing program to identify and/or confirm the Project site underground conditions and to accurately specify the contractual requirements. This includes, but is not limited to, access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Provide the Department with copies of all site investigation geotechnical test reports. Review conclusions and, upon request, explain their influence on the Project schematic design.

Task 304 Structural

Hobbs+Black will show facility layout, applicable area floor loadings and basic elevations as required to support the scope of work of the anticipated project.

Task 305 Mechanical/HVAC/Plumbing/Utilities

Hobbs+Black will define and render the schematic design basis for all proposed mechanical, plumbing systems, and utility systems appropriate to the Project scope of work requirements. We understand this includes but is not limited to all plumbing, heating, ventilating, and air conditioning (HVAC), and other mechanical systems, equipment and their respective loads. Hobbs+Black will define and render the schematic design capacities, sources, flows, and functions of all existing and/or proposed utility systems, including but not limited to: steam, water, fuel, storm and sanitary sewers, and fire protection and verify accessibility and space for all equipment on the schematic design drawings.

Task 306 Electrical

Hobbs+Black will define and render the electrical schematic design. We understand this includes, but is not limited to: utility service systems, primary and secondary distribution systems, building control systems, security systems, elevators, fire alarms, television, data, communications and similar systems. Hobbs+Black will define sources, equipment capacities, and loads, including any open office workstation/partitioning systems. Hobbs+Black will verify accessibility and space for all equipment on the schematic design

drawings, confirming, in writing, to the Department, the availability of utility capacities at proposed connections.

Task 307 Architectural/Engineering

Hobbs+Black will define, and render the proposed schematic design architectural building area layout. Hobbs+Black will show proposed applicable area space, finish treatment, uses, and interrelationships and principal building sections, elevations and dimensions as well as show principal building fire protection spaces and features.

Task 308 Drafting

Hobbs+Black will prepare and render schematic design architectural documents appropriate to the Project scope of work requirements on the approved size and sheet type of all principal building utility systems. Hobbs+Black will coordinate the Project schematic design with related architectural design disciplines for completeness, accuracy and consistency. We will verify the accuracy of all architectural and engineering drawings and any data furnished by the DTMB.

Task 309 Project Cost/Proposed Construction Schedule

Hobbs+Black will evaluate the estimated Project cost and design/construction schedule revising schematic design as required to produce a design within the Department's Budget. Hobbs+Black will prepare and submit a Project Budget based on the approved schematic design and apply critical target dates to the Project Study, Design and Proposed Construction Schedule. Hobbs+Black will use our previous work experience with development of similar facilities, RS Means national cost estimating guidelines, and Wieland-Davco Corporation's (Lansing, Michigan) estimating department to support and verify the project budget utilizing historical data of the local bidding climate. Hobbs+Black will utilize Wieland-Davco to support each Phases estimating requirements.

Task 310 Schematic Design Review

Hobbs+Black will prepare, reproduce, submit, and make such presentations and revisions of the schematic design planning documents, as necessary, to achieve the Project scope of work requirements. We will review documents with the DTMB and the owner at 50% and 90% completion intervals and present them for programmatic design conformance review and acceptance. We will provide

appropriate architectural/engineering drawings suitable for legible reproduction and five copies of the 100% completed proposed schematic design documents to the DTMB for their review. Hobbs+Black will revise schematic design documents, as necessary, to incorporate all requested design review comments required for Department written acceptance of the Project schematic design scope of work. If legislative review is required, we will provide, as an additional service, 12 additional copies of the Department approved schematic design Phase documents to the Department for distribution to the Joint Capital Outlay Subcommittee, in the format presented in the current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies". We will provide one schematic design presentation to the DTMB and the owner for this task, as an additional service. Additional professional services and additional study costs will be paid to Hobbs+Black through a contract change order.

PHASE 400 - PRELIMINARY DESIGN**Task 401 Coordination**

Hobbs+Black will address coordination of building design and engineering systems in greater depth. Plans will be updated after coordination review. An outline specification would be developed as well as updating the budget and project schedule. We would complete the phase by reviewing these reports with the DTMB and the owner and making recommendations to keep the project on track. In order for the project to be successful, there must be a cooperative effort by all parties. It is especially important during the Preliminary Design Phase that all parties have a firm understanding of the goals and objectives of the project. It is critical to the success of the overall project to focus on the project's program, budget and schedule as early as possible. Hobbs+Black will provide timely input and recommendations during the preliminary design phase, allowing the project team to make informed decisions regarding the building design and its impact on the budget, schedule, and program.

Hobbs+Black will meet with the project team to:

- > Review the project statement, approved schematic drawings and to refine the project scope of work requirements.
- > Incorporate any design refinements with the project scope.

- > Establish equipment and/or materials to be furnished by the The owner.

Task 402 Specifications

We will prepare a preliminary design outline draft specifications for Division 1 through 33, in the CSI format (Construction Specifications Institute), as appropriate for the defined project scope of work requirements. At Hobbs+Black, the project manager is responsible for writing specifications, which facilitates a very detailed review of the documents.

Task 403 Civil/Site Investigation

Hobbs+Black, in coordination with the civil engineer and the Geotechnical Consultant, will prepare and provide a preliminary geotechnical site investigation and site staging design as directly related to the Project scope of work requirements as approved from Task 303. We will coordinate a site specific testing instruction program to identify and/or confirm the Project site underground conditions and provide required documentation defining underground and stability conditions. This includes, but is not limited to access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow/spoil areas, bracing, shoring, waterproofing, de-watering, dredging, and similar work. We will prepare a list of required civil/site drawings as related to the Project scope of work, will illustrate and coordinate any off-site work necessary for a completely functioning Project and revise documents are required.

Task 404 Structural

Hobbs+Black will further develop the structural design drawings. We will prepare structural calculations appropriate to the project scope of work requirements as required from Task 304, and size major components. Hobbs+Black will also prepare preliminary design structural plans, sections, elevations, and details drawings, as applicable for the defined work scope.

Task 405 Mechanical/HVAC/Plumbing/Utilities

Hobbs+Black will further develop the mechanical/HVAC/Plumbing design drawings. We will identify mechanical/heating, ventilating, and air conditioning equipment, plumbing systems, and utility systems. Hobbs+Black will identify and calculate any MEP/HVAC needs of the new building. We will provide basic engineering design appropriate for all principal building components/systems

and all pre-engineered equipment suitable, and appropriate for the project scope of work requirements. Hobbs+Black will prepare preliminary design mechanical/heating, ventilation, and air conditioning (HVAC) plumbing systems, and utility drawings. We will review all MEP/HVAC construction codes and incorporate applicable requirements. The approval of capacities and connections for the Project from the appropriate utilities/suppliers will be secured in writing.

Task 406 Electrical

Hobbs+Black will further develop the electrical design drawings. We will define the electrical systems appropriate to the Project scope of requirements. As defined in Task 306, we will prepare load calculations, including electric loads for fixed and movable equipment. We will define and outline basic and distribution systems for lighting, power, building control, elevators, fire, security, television, data, communications and other specialized systems of the project. Hobbs+Black will review current electrical system construction codes and incorporate all applicable requirements, along with preparing preliminary design electrical drawings.

Task 407 Architectural/Engineering

Hobbs+Black will prepare preliminary design architectural and engineering drawings. The drawings will include plans, elevations, sections, and critical construction details so that an accurate and detailed construction budget can be made and provided. We will provide energy efficient design features of the project and provide summary calculations to demonstrate applicable compliance with the State of Michigan's current Energy Code requirements.

408 Drafting

Hobbs+Black will prepare and render schematic design architectural and engineering documents to the Project scope of work requirements on reproducible sheets on the size approved by the Department. The documents will include all of the principal building/site utility systems and coordinate the project preliminary design with related architectural and engineering design disciplines for completeness, accuracy and consistency. They will be prepared utilizing the State of Michigan standards.

409 Budget/Construction Schedule

Hobbs+Black will prepare an itemized project construction cost estimate statement based upon factors prevailing

or predictable for the proposed bidding period. We will determine strategy method(s) and appropriate phasing of construction, for any long-lead items and for purchase of any Military/State of Michigan-furnished materials.

410 Preliminary Design Review:

Hobbs+Black will produce, submit and make the necessary presentations and revisions to achieve the Project scope of work requirements. The package will include The owner Section K requirements for Tab-C, hard copy plans, hard copy specifications, electronic plans, electronic specifications, estimate, room requirement spreadsheet, and the project team will incorporate comment responses from The owner, DTMB and oversight agencies.

PHASE 500 - FINAL DESIGN

Task 501 Coordination

Hobbs+Black and the project team will review the preliminary design drawings for revisions. In this phase of design, we would continue coordination, development of detail definition, as well as updating plans and details as coordination progresses.

Final specifications will be prepared, and we will conduct an architectural/engineering review check at 65% and 95% completion to expose any coordination issues. The budget and schedule will be updated, if required after each review to keep the project on track. After issuing review sets to the DTMB and the owner, we would meet to obtain comments and implement any revisions.

When coordination reviews, and revisions are completed, we will issue the documents and specifications for bid, in print and/or electronic form as designated by the DTMB, and The owner. We will conduct a pre-bid conference, answer questions, requests for information, issue addenda as required and attend the State of Michigan bid opening.

Hobbs+Black will prepare and distribute copies of minutes of all meetings, reports of site visitations, correspondence, memoranda, telephone, and other conversations or communications to the project team.

Task 502 Specifications

Hobbs+Black will prepare the final design specifications in

such format and approved phasing as appropriate to the project scope of work requirements. We will include an index schedule of all required submittals, as well as all other schedules necessary to clearly and completely supplement the definition of the project scope of work requirements provided by the specification for Divisions 1 through 33. The final design architectural and engineering drawings will be prepared in the CSI format.

Hobbs+Black will utilize Sustainable Best Practices wherever possible and an itemized list will be provided with the final design Contract Documents/architectural/engineering drawings and specifications requirements that identifies the processes and products.

Performance specifications will be used by Hobbs+Black when feasible. If the performance specifications are not feasible, Hobbs+Black will name at least three acceptable materials, products or systems and the specifications will contain an "or equal" clause. Where it is acceptable, recycled materials and products produced in the State of Michigan will be given first preference.

Task 503 Civil/Site Design

Hobbs+Black will coordinate with the civil engineer to prepare and render complete final civil/site and site staging design documents, as directly related to the defined Project scope of work requirements implementing the information approved in Tasks 303 and 403. Coordinate a site specific testing program to adequately discover, identify and/or confirm site underground conditions and to accurately specify contractual requirements. This includes, but is not limited to, access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, de-watering, dredging, and similar work. The Professional will not be responsible for the testing and removal of hazardous materials from the Project site, see Task 512 Hazardous Materials, for defining the Professional firm's Project scope of work responsibility for assisting the Department with these materials. Soil Erosion and Sedimentation Control shall be implemented in accordance with the current edition of the Department's compliance manual and the 1994 Public Act 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Submit final civil/site design drawings depicting Soil Erosion

and Sedimentation Control measures to the Department of Management and Budget, Facilities Administration, Soil Erosion and Sedimentation Control Program for review in accordance with the 1994 PA 451, as amended.

Task 504 Structural

Hobbs+Black will prepare and render complete structural final design documents for equipment support and building support structure as directly related to the Task 404 defined project scope of requirements.

Task 505 Mechanical/HVAC/Plumbing/Utilities

Hobbs+Black will prepare and render complete mechanical, plumbing, and utility system final design documents as directly related to the Task 406 defined project scope of work requirements.

Task 506 Electrical

Hobbs+Black will prepare and render complete electrical system final design documents as directly related to the Task 406 defined project scope of work requirements.

Task 507 Architectural/Engineering

Hobbs+Black will prepare and render complete architectural and engineering final design documents. We will verify The owner purchased equipment and equipment and furnishing utility requirements. We will also assist the DTMB and The owner in the determination of and specification of furnishings if desired.

Task 508 Drafting

Hobbs+Black will prepare and render final design architectural and engineering documents to the Project scope of work requirements on reproducible sheets on the size approved by the Department. We will utilize applicable The owner/NGB standards, AutoCAD standards, defined under Section J of the proposal. Hobbs+Black will verify the accuracy of all the drawings and any data furnished by the Department. When the Department requests the scope of work for this project we will provide electronic data files for the final design Contract drawings of the Project for use by the Department.

Task 509 Checking Contract Documents

Hobbs+Black will verify and validate all design contract documents for completeness and accuracy. This validation process will limit exposure to the Department to unexpected

cost increases and/or project delays.

Task 510 Construction Codes/Permits

Hobbs+Black's design contract documents shall comply with applicable Construction Codes, project related construction code requirements in effect at the time of award of this contract. Hobbs+Black will advise and assist DTMB, The owner, and various facility sites with decisions on code compliance, and in obtaining the approval of the project and design. Hobbs+Black will present and submit all modeling, testing, design, data and appropriate architectural and engineering drawings.

Soil Erosion and Sedimentation Control drawings will be submitted to the Department of Technology, Management and Budget, Office of Facilities, Soil Erosion and Sedimentation Control Program as the enforcing authority. We will show energy efficient design features and summary calculations to demonstrate applicable project compliance with State of Michigan Energy Code requirements. Hobbs+Black will submit documents in a timely manner allowing appropriate time for review/permitting processes. We will assist the State/Client Agency to obtain any appropriate construction code waivers.

Task 511 Construction/On-Site Testing Program

Hobbs+Black will coordinate project on-site survey and appropriate research to identify site-specific construction conditions. We will coordinate site-specific geotechnical testing program of areas, consistent with project design. Project site underground conditions will be identified in order to accurately specify the project scope of work contractual requirements. Hobbs+Black will define and specify the types of on-site tests required and approximate quantities to be tested and projected cost thereof. The Bidding Documents for the Construction phase will include the quality control and material testing program for these services. Testing is included in the proposal as a reimbursable expense to the allowances noted in the RFP.

Task 512 Hazardous Materials

It is our understanding that hazardous materials are not anticipated and that the Department along with other Professional firms would be performing the testing and removal of any hazardous material. We provided the requested reimbursable allowance for potential conditions.

Task 513 Design/Construction Budget

We will submit in writing an itemized estimate of construction costs with each final design review. Upon submittal of 95% complete final design Bidding Documents, Hobbs+Black will submit an accurate estimate of the construction cost and what the total project construction cost is predicted to be. We will provide mutually agreed-upon deduct alternates in the bid documents to assure that the project will be within budget requirements. We will be responsible to bring the project back to the actual construction budget unless the Department finds the problem to be outside our control or responsibility.

Task 514 Construction Schedule

Hobbs+Black will take into consideration necessary factors when developing the construction schedule in conjunction with the Contractor.

Task 515 Final Design Bidding Document Review

Hobbs+Black will provide a complete design Bidding Document Review. When the design is 95% complete, we will submit the documents to the Project team for review according to the owner Section K submittal requirements, by providing Tab-C, hard copy plans, hard copy specifications, electronic plans, electronic specifications, an estimate, room requirements spreadsheet, code analysis, color charts, and contractor submittal list. The owner/NGB/DTMB comments will be incorporated into this set to form the 100 percent bid set, which will be issued for construction bidding through the DTMB websites and as requested.

If design appears to be over budget we will review all cost reduction options with the Department. At 95% completion all modifications must be incorporated and resubmitted to the Department of Management and Budget, Office of Facilities, Design and Construction Division's Project Director and the owner as directed. We will confirm in writing that the final design can be achieved with Budget and all of the requirements of Tasks 509 and 510 have been met, and submit 100% complete sets of final design Bidding Documents to the Project Team for their final review and record.

Task 516 Construction Bidding/Contracting Procedures

Hobbs+Black will assist the Department in the construction bidding/contracting process, which is anticipated as a

General Contractor bid, or any other approach chosen by the DTMB. We will provide the Department with a recommended qualified construction Bidder's list appropriate to the project scope of work requirements. Hobbs+Black will prepare and distribute bidding documents and instructions as required to accommodate predetermined construction Bid packages and/or Phases. We will maintain a qualified construction bidder's list, conduct prebid meetings, and issue pre-construction addenda.

Task 517 Final Design Correction

Hobbs+Black will correct any architectural and engineering final design errors or omissions and/or other project related deficiencies identified during the 600 and 700 Construction Phase. All reproduction costs for clarifications and Bulletins related to the Professional's architectural and/or engineering final design errors or omissions and similar, or avoidable costs shall be accounted as part of Hobbs+Black's multiplier. We will provide clarification interpretations of the Contract.

Documents requirements necessary to:

- > Adequately describe the Project work.
- > Adapt architectural and/or engineering final design documents during constructions to accommodate on-site field conditions
- > Refine design details that are not feasible and identified during construction
- > Comply with current construction/building codes and all other project related design and construction matters as may be necessary to produce a complete project.

Clarifications:

For elements of construction having no respective change in cost to the State Hobbs+Black will:

- > Provide instructions, and/or clarification for design details
- > Revise the Professional's original final design architectural and/or engineering drawings and specifications as appropriate to the Project scope of work requirements.

Hobbs+Black's Contract Modification request will:

- > Identify the problem requiring the change
- > Describe clearly if such problem arises from the architectural and/or engineering final design errors or omissions
- > Identify the anticipated design cost and the estimated construction cost to implement the change(s)

- > Describe clearly in our opinion which part, if any, of the design and/or construction costs are the obligation of the State, Hobbs+Black or the Contractor.

We understand that any reproduction cost of clarifications or Bulletins that is caused by design errors or omissions and similar or avoidable costs will be accounted for as a part of our multiplier.

We will evaluate the Contractor's price quotation(s) and negotiate as needed to provide the Department with costs that are consistent with the value associated with the project scope of work requirements.

PHASE – 600 CONSTRUCTION ADMINISTRATION – OFFICE SERVICES

Task 601 Coordination

Hobbs+Black will coordinate with the Project team and all other project related sources. Our construction phase office work will consist of reviewing shop drawings, responding to requests for information, preparing meeting notes, and other office work required to keep construction on track. All shop submissions will be received, dated, and logged as they arrive. Project team members responsible for particular trades will review and respond to all submissions. Hobbs+Black will distribute submission records as required and monitor turn-around time with weekly database reports. Field reports are prepared for each site review, with photographic documentation and notes to provide on-going instruction to the contractor.

At project completion, as-built submission will be received, incorporated into the design set, and disbursed to the DTMB and the owner in record format.

Task 602 Shop Drawings/Submittals/Reviews

Hobbs+Black will provide necessary action to achieve shop drawing review in a timely manner. We will maintain a record of all required, received, rejected, and reviewed submittals of shop drawings, color/material samples, finishes, and other items requiring Hobbs+Black's review.

Task 603 Payment Procedures

Hobbs+Black will review and confirm the Contractor's schedule of costs and monthly payment requests in the

time frame (and appropriate procedure) required by the department.

Task 604 Construction Schedule Progress

Hobbs+Black will review and monitor the Contractor's construction work schedule and progress for construction. Hobbs+Black will notify the Department in writing of any schedule issues. If there is inadequate construction schedule progress, Hobbs+Black will notify the Contractor and the Department in writing in the required format.

We will evaluate any documentable impact on the project construction schedule claimed by the Contractor arising from Bulletin work. Hobbs+Black will allow an appropriate and timely action to implement any Bulletin work. The recommendation for a time extension will be reviewed by Hobbs+Black first before being submitted to the Department. This will include a review of direct and indirect costs of the Contractor and Hobbs+Black.

Task 605 Construction Testing Program

Hobbs+Black will evaluate and review the Contractor's plan for providing all construction test reports. We will assist the Contractors and the Department with all construction test reports, with Hobbs+Black's comments. We will follow up to make sure that the Contractors achieve the design intent to avoid delays in the Construction Contract completion date.

Task 606 Construction Contractor Performance

Throughout the execution of the Construction Contract, Hobbs+Black will monitor and evaluate the Contractor's performance and take actions necessary to correct construction deficiencies. With the DTMB's and the owner's permission, we will also direct the exposure and testing of any Project construction work that may not meet design intent or specification requirements.

Hobbs+Black will notify the Construction Contractor, the DTMB and the owner within five days of any Contractor performance that is inconsistent as well as provide a time for correction which will not jeopardize the scheduled completion date.

Task 607 Punch List

Hobbs+Black will visit all sites to prepare and distribute Punch Lists for each discipline. We will prescribe a reasonable time schedule for completion of all construction

Punch List items and identify an amount to be withheld from payment. When punch list work is completed, Hobbs+Black will again visit all sites for final verification of punch corrections and prepare a list of any outstanding issues as requested by the The owner for DTMB/The owner inspector follow-up.

Task 608 Claims:

Hobbs+Black will assist in responding to any claims against the Department. Hobbs+Black will assist in responding to any claims and/or defense as according to Department Standards.

Task 609 As-Built Documents

Hobbs+Black will review all appropriate submittals, and notify the Department of Management and Budget, Office of Facilities, Design and Construction Division's, Project Director in writing, that all project code compliance approvals, final inspections, final occupancy permits, Contractor's as-built marked-up drawings, Operation and Maintenance Manual(s) warranties and guarantees have been received.

We will incorporate the as-built drawings into Hobbs+Black's original architectural and engineering Contract Documents/ drawings and specifications.

Hobbs+Black will provide the owner and DTMB with requested deliverable as-built original documents for project close out.

The as-builts are not complete until Hobbs+Black has verified in writing to the Project Director that the drawings are accurate and complete.

Task 610 Close-Out

Working in conjunction with the Contractor Hobbs+Black will prepare and provide within 90 consecutive calendar days after Substantial Completion of the Project, 3 copies of "Operation and Maintenance Manuals" of the Project systems and equipment in the specified format.

PHASE 700 – CONSTRUCTION ADMINISTRATION – FIELD SERVICE**Task 701 Coordination**

Hobbs+Black will coordinate the project team, consultants, and all other project related resources. We understand these will be held every other week locally, and that it may be necessary to visit remote sites occasionally for problem solving meetings.

Task 702 Pre-construction Meeting

Hobbs+Black will attend pre-construction/organizational meetings for each Construction Contract.

Task 703 Construction Inspections

Hobbs+Black and our consultants will conduct and record principal events and status of the work of all scheduled and other on-site project activities. All on-site progress visits will be documented and submitted to the project team.

Task 704 Problem Solving Meetings

Working in conjunction with the Contractor, Hobbs+Black will conduct and record problem solving meetings between Consultants, the Contractor, the Department, Project Director, and any Contractors and other affected parties on-site or elsewhere to assess the construction work progress, and provide design decisions to resolve problems affecting the construction work.

Task 705 Progress Meetings

Hobbs+Black will conduct and record construction meetings every other week locally, with the Department, Project Director, The owner and the Contractor. We will assess construction progress to provide necessary actions to maintain the project construction work on schedule.

Task 706 Final Project Inspection

Hobbs+Black will conduct final construction on-site field inspections of the project to verify, in writing, that the project has achieved Substantial Completion, to prepare Punch List(s) items, and to determine the status of any part of the project where the Department plans to take beneficial use or occupancy.

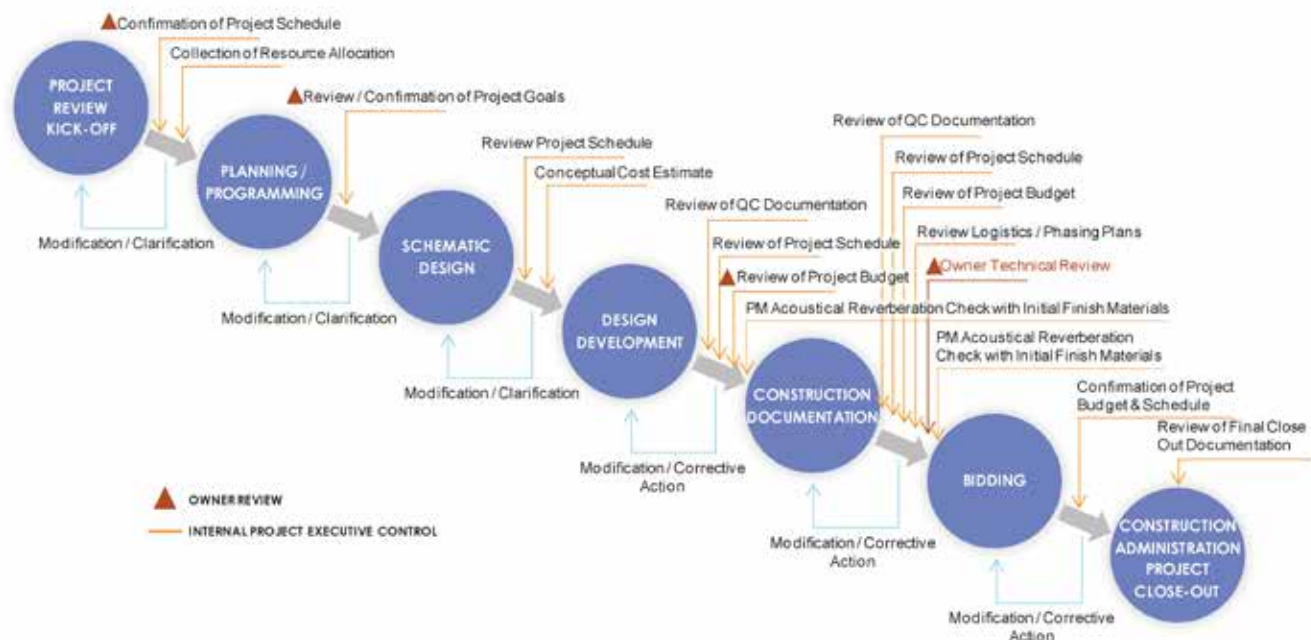
We will assist the Contractor in verifying the completeness and accuracy of the as-built drawings during the construction phase and identify any corrections required; and incorporate requested Department revisions.

COMPREHENSIVE CONTROL

Hobbs+Black's approach provides continuous review of all critical elements during the design phase (time, cost and quality). This helps to avoid problems during the construction phase. For example, Hobbs+Black independently reviews and updates the construction cost estimate at every design phase and works with the design team to balance the design program with the budget. The design does not proceed to the next phase until this balance is achieved. Hobbs+Black also reviews the design for constructability in order to alleviate potential construction problems. Similar procedures will be implemented for schedule issues in both the design and construction phases.

SCHEDULE

Project schedules are developed for each scope of work, and DTMB work phases as needed. Hobbs+Black schedules allow time for Owner review and comment at each critical point in the process. Modifications are completed with record documents to DTMB and we then move on to the next phase of work.



BUDGET MANAGEMENT

Hobbs+Black has established a formal and precise approach to managing a project budget and construction schedule. We propose to review budgets a minimum of four times throughout the project - at completion of Programming, completion of Schematic Design, completion of Design Development, and construction documents. Budgets are compared to square foot costs of similar recent projects. Hobbs+Black also uses Means Building Cost Data for more detailed estimates or comparison of specific material costs during the design process.

Hobbs+Black starts each project with a kickoff meeting with the project manager, project architects and mechanical and electrical personnel to review the project's scope of work and design schedule. Each project is also discussed in a bi-monthly team meeting. All necessary project managers, architects, and engineering personnel are required to attend meetings and address relevant project issues including review of schedule, status of work completion, allocation of manpower, and any recent changes to schedule or scope of work.

Over the 40 years of our practice, Hobbs+Black has consistently maintained a 4 percent margin of project cost against budget. We are admired amongst our peers in the construction industry of understanding the meaning of budget, partnering in that mission, and designing to cost.

SCHEDULE MANAGEMENT

The focus of Hobbs+Black's approach to schedule management is to "look ahead," in order to identify potential problems early and head them off before they occur, to identify opportunities to save time and money, and to work towards achieving the best results attainable.

QUALITY POLICY STATEMENT

Hobbs+Black's quality control procedures include eleven basic components, or activities, which must be carried out in order to ensure success.

1. Launch each project with a thorough project analysis with full team participation.
2. Tailor a communication process to the owner.
3. Balance the building space requirements, desired quality of materials and project budget early in the design phase and obtain acceptance by all parties.
4. Develop performance-based criteria for design team members.
5. Control the progress of the design phase and ensure participation of the proper decision makers by creating a design phase schedule and structured monitoring system.
6. Monitor the projected construction cost during the design phase by continuously reviewing the in-progress design.
7. Control the facility's energy consumption costs by continuously reviewing the in-progress design during the design phase.
8. Protect the owner's rights and enhance Hobbs+Black's ability to control the construction with well-developed general conditions for the Owner – Contractor agreement.
9. Achieve the best construction price possible, while ensuring that the project is constructed by reputable contractors, through prequalification of contractors and management of the bid and award phase.
10. Monitor the schedule and progress of the construction phases through periodic on-site construction inspections and attendance at progress meetings.
11. Monitor the cost and quality during the construction phases through review of owner requested change orders, claims for additional costs and contractor progress payments.

It is critical to the success of the overall project to focus on the project's program, budget and schedule as early as possible. When these three crucial elements are compatible and balanced at the start of each project, the course of the project runs smoother.

PROJECT CONTROL

Management Techniques: Technical Resources

- > Leadership, enthusiasm
- > Use of Computer Assisted Systems on:
 - Management Information Systems
 - Costing
 - Scheduling
 - Special Equipment Systems Space Planning
 - 3D Delineations
- > Totally coordinated and team-wide compatible CAD Systems and/or Revit Systems

Schedule Control Techniques

- > Leadership, enthusiasm
- > Detailed work plan, excellent understanding of the goals and objectives of the Owner
- > Completely experienced and dedicated staff
- > Communications; Continuous
- > Individual assignment technique meetings
- > Coordination skills; computer capability
- > Understand and follow the AIA Healthcare Guidelines

Quality Control Process

Minimum Design Deliverable Requirements: We understand and pay close attention to the minimum design deliverable requirement. We believe that our projects traditionally meet the requirements with as much detail and information as possible.

Project Review: Hobbs+Black employs a number of detail-oriented "in-the-office" project architects. These nuts and bolts staff members practice architectural detailing on a daily basis, and provide project review to other studies.

Constant monitoring of the project occurs during all phases. We are responsible for project leadership and communication. All communication is documented. Our Owner/Architect relationship is active all the time including schedule and issues. When an issue arises, we first discuss the matter with the owner. Should a problem result from our work, Hobbs+Black claims ownership and goes to work on remedying the situation.

Project budgets and schedules are constantly reviewed. These budgets and schedules are defined for the Owner at each phase of the project. Any items discovered, that may alter the prescribed budgets or schedules, are brought to the Owner's attention at the occurrence, so they may be expeditiously integrated.

Note: Since 1965, 98% of Hobbs+Black projects were completed within 4% of their budget estimates.

The Hobbs+Black team keeps up-to-date with new products and technologies, through attendance at seminars, in-house presentations, and continuous updating of library materials located within the Corporate Center.

Post-construction review sessions analyzing the finished facility.

MICHIGAN STATE POLICE (MSP) GRAND RAPIDS CONSOLIDATION PROJECT

Michigan Department of Technology, Management, & Budget (DTMB) | Walker, MI



Scope

- > Capital outlay project to consolidate the MSP's Grand Rapids Forensic Lab, 6th District headquarters, and the Rockford Post

Cost

- > \$57.35 million

Size

- > 17 acre site
- > 114,450 sf
 - 13,155 sf post
 - 19,128 sf district headquarters
 - 50,193 sf forensic lab
 - 17,833 sf common space
- > 310 parking spaces

Schedule

- > Design: Jun 2016 - Jul 2018
- > Construction: Aug 2018 - Spring 2021

References

Dawn Davis
Facilities Specialist, Mgmt. Services
Michigan State Police
517.242.0621

Joel Gordon
Project Director
DTMB
517.242.0761



The MSP Consolidation Project will play an integral role in meeting the strategic goals established by MSP for the area served by the Grand Rapids Forensic Lab, 6th District Headquarters, and the Rockford Post. The consolidation project will bring these units together into a single, modern law enforcement facility, thereby allowing MSP to realize administrative/staffing, operational, and functional efficiencies while decreasing the costs and administrative inefficiencies associated with maintaining and operating multiple dispersed aging facilities. The consolidation project will provide MSP the opportunity to better serve and provide leadership, innovation, facilitation, and program support in partnership with all the public and private organizations for the 2.2 million people currently directly served by these three MSP units, both now and through the foreseeable future.

MICHIGAN STATE POLICE (MSP) HEADQUARTERS

Michigan Department of Technology, Management, & Budget (DTMB) | Lansing, MI



Project Scope

- > New MSP headquarters building, capital post, offices (open plan and suites), conference suite, mail service, wellness center, locker rooms, SCIF suite, and emergency control center

Size

- > 148,000 sf
- > 5 stories

Cost

- > \$24 million

Schedule

- > Design: 2006
- > Construction: Fall 2009

Construction Manager

- > Clark Construction

Awards

- > IIDA, Design Excellence Award for the Government Over 10,000sf Category
- > Masonry Institute of Michigan Presidents Choice Award 2011

Certification

- > Pending LEED Silver Project

References

Gary Granger
President & CEO
The Granger Group
616.242.3566
ggranger@grangergroup.us

Dave Sproul
Project Director
Michigan DTMB
517.284.7917
sprould@michigan.gov



The design process of the Michigan State Police Headquarters presented many challenges, including the numerous constraints involved in construction on a busy downtown site. The central location provided a strong and welcoming community interface, but also required appropriate consideration of the critical security needs of this installation. The Hobbs+Black team addressed this by providing a hardened structure, facade, and containment wall. A further goal was to satisfy the site security needs in an aesthetically subtle manner by incorporating trees and landscaping to integrate the site edge with the City's street improvement plans.

Public entry to the building is via a landscaped flag plaza at the site corner. The design of the main lobby transports the visitor from the traditional exterior into a modern office interior. This transition is achieved by utilizing rich, traditional wood tones in the palette of finishes for the contemporary lobby design. The efficient and compact office layout, with long term flexibility to accommodate future modification, are achieved through a combination of high-tech access flooring and reconfigurable office systems furniture. Accent colors in carpet and wall finishes distinguish areas from one another.

Environmental awareness informed the entire design process, influencing the architecture and interiors, materials selection, landscaping, and the design of the energy efficient engineering systems. The project earned a total of 29 LEED points, capable of achieving certification. Water efficient landscaping was used to reduce landscaping water consumption by 50%. Planting is serviced by drip irrigation system. Landscaping received LEED –NC 2.2 Design Credit 1.1 and 1.2 for Water Efficient Landscaping. The design also included a snow melt system under main walkways and plazas which is fed by the City's steam system.

A major component of the site improvements focused on the high security parking lot. The parking lot consists of high impact decorative fencing around parking areas, precast concrete bollards around plazas and building, security card access system with high-speed automated high impact gates, and security guard booth. The security perimeter and building hardening accounts for 25% of project cost.

A highly collaborative team approach was needed to successfully meet the project objectives of complex program, tight timeline, budget constraints, and the variety of special needs and conditions associated with a high profile building of this type and its specific site.

POLICE FORENSIC SCIENCE LABORATORY

State of Michigan Department of Technology, Management, & Budget (DTMB) | Lansing, MI



Project Scope

- > Laboratory

Size

- > 84,500 sf

Cost

- > \$23.5 million

Schedule

- > Study: 1994
- > Design: 1997
- > Construction: 2001



The State of Michigan DTMB selected Hobbs+Black to provide programming, site selection, laboratory planning, design, and professional architectural and engineering services for the design and construction of this new, world-class, forensic science laboratory for the Michigan Department of State Police.

The laboratory is located at the State of Michigan Secondary Complex in Lansing, Michigan, and built adjacent to the existing Michigan State Police Training Academy. This 84,500-square-foot facility houses the new Central Forensic Laboratory and the Forensic Science Division, which is responsible for administration and operation of Michigan State Police laboratory services throughout the state.

The facility consolidates 10 separate laboratories in one efficient building, while providing operational space to accommodate current and future analytical procedures. Activities at the new laboratory include polygraph examinations, evidence intake and processing, drug analysis, latent prints, firearms, bomb squad operations, forensic photography, question documents, trace evidence, toxicology, serology, and DNA testing.

As a part of the site master plan, Hobbs+Black designed the adjacent Fallen Trooper Memorial to honor Michigan State Police Troopers killed in the line of duty.

MICHIGAN STATE POLICE FALLEN TROOPER MEMORIAL

Michigan Department of Technology, Management, & Budget | Lansing, MI



Project Scope

- > Michigan State Police memorial for the 48 fallen troopers

Size

- > 1400 sf granite memorial
- > 2,500 sf heated walk

Cost

- > \$651,000

Schedule

- > Design: 1999
- > Construction: 2001

Reference

David Sproul
Project Director
State of Michigan Dept of Technology,
Management, & Budget
517.373.8322
sprould@michigan.gov



Since 1921, the Michigan State Police (MSP) have commemorated their troopers who have fallen in the line of duty. In 1999, MSP decided that the current wall plaque memorial was insufficient for the 48 fallen troopers. They wanted a memorial that could be viewed by the general public in an outdoor setting. Hobbs+Black agreed to donate efforts to this worthy cause and after several design ideas were reviewed, a low circular form was selected. The construction efforts were estimated and MSP Troopers, families, and friends provided donations toward this effort.

Permission was received from the State of Michigan to build the memorial in the circular drive at the MSP Training Academy, an area that is seen by all the troopers in training as well as visitors to the MSP Forensic Science Laboratory. The floor of the memorial outlines the State of Michigan with contrasting stone pavers. A long panel allows the MSP to conduct large formal ceremonies with the memorial as a backdrop.

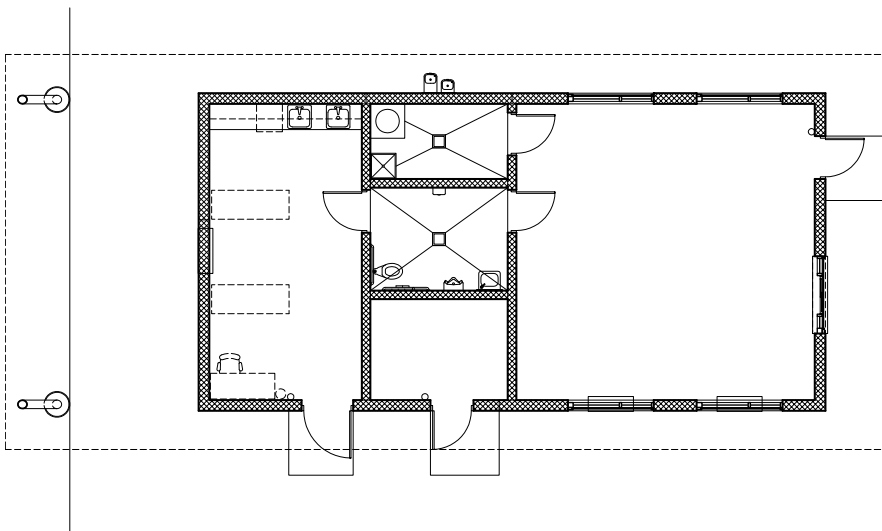
The basic materials were granite and limestone, both timeless and natural. The mass of the memorial was cut from buff colored limestone, selected for its tight color range and consistent veining. The plaques were cut from black granite, selected for its permanence, and are engraved with the names and the date fallen for each trooper. The memorial provides space for future trooper commemoration.

The construction of the memorial was described to the construction team as a finely made watch. Construction tolerances were minimal. No cut limestone sides were parallel or perpendicular since the stone was faceted around a circle with a back slope selected for ease of viewing. Since the team was aware of the reason for this memorial, great care was taken cutting and setting the facets of limestone and integrating the granite base and markers.

On October 16, 2001, the memorial was dedicated in a driving rain suitable for this somber occasion.

WARREN DUNES STATE PARK DAY USE REDEVELOPMENT PHASE I

Michigan Department of Natural Resources (DNR) | Sawyer, MI



Size

- > 1,200 sf concessions building
- > 2,311 sf toilet building

Cost

- > \$1.67 million

Schedule

- > Design: Nov 2015
- > Construction: April 2016 – Nov 2016

Consultants

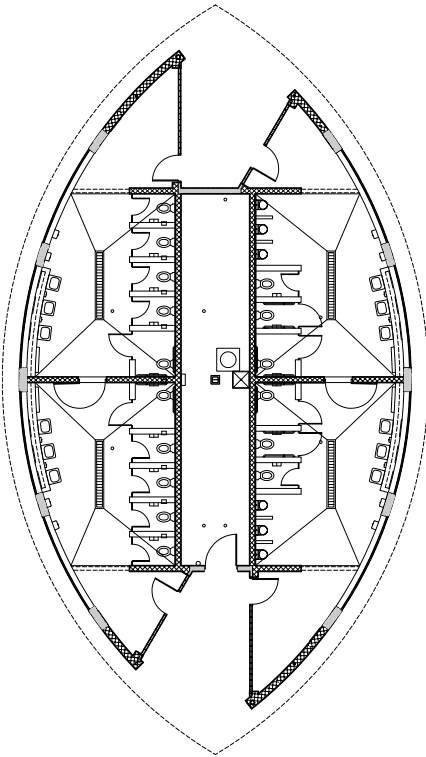
- > Civil: Nowak & Fraus Engineers
- > Structural: JDH Engineering
- > Electrical: Matrix Consulting Engineers

Scope

- > State park day use building site improvements

Reference

Joel A Gordon, RA
Design & Construction Division
State Facilities Administration
DTMB
517.242.0761
gordonj1@michigan.gov



The existing day use buildings that were constructed in the 1960s have reached the end of their useful life. Therefore, the DNR requested that the day use areas and buildings be re-envisioned to accommodate current and future trends in how this facility will be used. The project was broken down into multiple phases and spanned future funding cycles in order to make the project financially feasible as well as allowing portions of the State Park beach areas to remain open to the public during the construction.

BELMONT READINESS CENTER

Department of Military & Veterans Affairs (DMVA) | Belmont, MI



Scope

- > Renovation and expansion of an existing DMVA facility, outfitting for both military storage and military band usage

Size

- > 28,180 total
 - 11,323 sf new wing
 - 3,163 sf renovation

Cost

- > \$2.5 million

Schedule

- > Design: Apr 2014 - Jul 2014
- > Construction: Oct 2014 - Oct 2015

Consultants

- > Civil: Callen Engineering
- > Acoustical: Soundscape Engineering



The DMVA purchased an abandoned church building which was nestled in the hills of Belmont, Michigan and using in-house staff, converted the church to a military outpost for their local military band. Hobbs+Black was hired to expand the facility, bring it up to code compliance, upgrade the building shell insulation, provide high quality music practice spaces, and expand the performance stage and instrument storage/maintenance.

Since modifications affected the entire building, Hobbs+Black expanded the facility in a sensitive manner by matching split face block exterior walls. To modernize the overall look, upper roof areas and mechanical are capped by metal panel. All non-insulated existing windows/doors were replaced with low-E insulated glazing. Spray foam insulation was added inside the building at critical cold walls, then enclosed by drywall.

Expansion included ten new staff offices, weapons vault, unit locker storage, military equipment storage, as well as band functions rooms: seven band practice rooms including five

small instrument rooms, one vocal room, and one large band room. Instrument locker rooms are provided adjacent to new transport vehicle corrals.

Renovation included expansion of the performance platform, installation of built-in handicapped ramp for stage access, provision of additional sound absorption in the performance hall, new mechanical units for the entire facility, addition of windows at the second floor mezzanine so workers could see daylight, addition of kitchen exhaust hood to meet code requirements, additional toilets, and new storefront and windows for the entire facility.

With the change of occupancy and expansion of the building, fire-sprinkler water storage requirements almost doubled. The original water storage tank was buried under the church lobby, so to increase capacity, a 30-foot long, eight-foot diameter tank was buried up-hill from the existing underground tank. Underground piping was installed to connect the two tanks so they would function as one tank.

FORT CUSTER TRAINING FACILITY

State of Michigan Department of Military & Veteran Affairs (DMVA) | Augusta, MI



Project Scope

- > Peer review of design-build for maintenance facility for large army vehicles with office space and cold storage building

Size

- > 44,438 sf
 - 30,481 sf maintenance facility
 - 2,200 sf cold storage building

Cost

- > \$7.5 million

Schedule

- > Construction: Summer 2012

LEED Certification

- > LEED certified silver

Reference

Mike Bingham
State of Michigan DMVA
517.763.6905
michael.r.bingham14.nfg@mail.mil



Hobbs+Black was retained by Wilcox and the DMVA to provide technical review and construction observation services for a new 30,481-square-foot facility maintenance shop and 2,200-square-foot cold storage building at the Fort Custer Training Center in order to support the issuance and selection of a design/build RFP to General Contractors under the base MATOC contract. The purpose of the new facility maintenance shop is for servicing large army vehicles such as tanks, trucks, and humvees and includes additional required support spaces such as offices, locker/shower rooms, tool crib, and vault. As part of the services provided, Hobbs+Black conducted 30/60/90 & 100% design documents review to ensure compliance with the original program and performance requirements.

COMBINED SUPPORT MAINTENANCE SHOP

State of Michigan Department of Military & Veterans Affairs (DMVA) | Lansing, MI



Project Scope

- > New inspection and repair shop for state military vehicles and armaments
- > Site development

Size

- > 155,735 sf
 - 139,035 sf main building
 - 10,000 sf class IX storage
 - 6,700 sf cold vehicular storage

Cost

- > \$22.5 million

Schedule

- > Design: 2000
- > Construction: 2003





The Combined Support Maintenance Shop (CSMS) provides inspection and repair of mechanical, metal, canvas, glass elements, engine testing and rebuilding, fuel injection testing and rebuilding, as well as body work welding, stripping, and painting for military vehicles of all types and sizes, up to 80 feet in length. The facility also handles armament inspection and repairs, radar repair, as well as army communications equipment inspection and repairs for the Michigan area.

The 155,735-square-foot project was based upon adapting and improving a 122,531-square-foot vanguard design located at Fort McCoy, Wisconsin. The project supports 111 mechanics, armament workers and inspectors, as well as 16 state maintenance office workers.

The Hobbs+Black design greatly improves repair and maintenance efficiency with state-of-the-art fluid storage and distribution systems, engine dynamo testing, transmission dynamo testing, iron oxide pellet blast stripping, and recovery. Employee spaces include a physical fitness room, a central large break room, locker areas, and toilet areas. Work conditions at vehicle bays are improved by the addition of clerestory windows, overhead radiant heating, and ventilation.

BAKER OLIN WEST RENOVATION

Michigan Department of Military & Veterans Affairs (DMVA) | Lansing, MI



Project Scope

- > USPFO and the US Marine Corps Reserve Charlie Company

Size

- > 123,628 sf

Cost

- > \$12.821 million

Schedule

- > Design: Jan 2006
- > Construction: May 2008

Reference

Dwight Mickelson
State of Michigan DMVA
517.483.5645



The State of Michigan selected Hobbs+Black for the renovation of the Baker-Olin West building for the DMVA. Baker-Olin West is a 123,628-square-foot, three-story structure constructed in 1970. This building underwent a major interior and exterior renovation with the removal and replacement of all interior walls, finishes, HVAC, and electrical systems. After the renovation, Baker-Olin West houses the USPFO and the US Marine Corps Reserve, Charlie Company. The renovated building meets the Anti-Terrorism and Force Protection (AT/FP) provisions.

While the majority of space in this building is used for ordinary office occupancy, it also houses a shared physical therapy and fitness center, shower and locker area, central mail receiving area, multi functional and flexible conference areas and shared mess hall, full sized classrooms, medical exam area, audiology test booth area, USP&FO server area, Marine MNCI computer area, MP server area, recruiting and retention media room, and audiovisual information equipment rooms as well as arms storage areas. Each of these special use areas presented specialized design and mechanical/electrical requirements.

CAPITAL AREA RECONFIGURATION – STATE FACILITIES ADMINISTRATION RELOCATION

The Department of Technology, Management, & Budget (DTMB) | Lansing, MI



Scope

- > DTMB relocation to St. Joseph Street

Size

- > 24,500 sf

Cost

- > \$4.8 million

Schedule

- > Construction: Jul 2016

Consultants

- > MEP: Peter Basso Associates
- > Civil/Landscape: Wolverine Engineers & Surveyors, Inc.
- > Construction Manager: The Christman Company

Reference

Tim Hall, PE, LEED AP
Project Director
State of Michigan DTMB – LTA Division
517.881.4173
hallt2@michigan.gov



As part of the Michigan State Senate Relocation Project to make Grand Avenue a health and human services corridor and to remove leased space from State budgets, the DTMB/ Real Estate Divisions found space central to both the main government center and secondary complex. The existing State Surplus Complex had space available in Building 100 for these functions.

The original building and complex were owned and managed by the Michigan Department of Military and Veterans Affairs for over 40 years. Much of the building sat vacant for many years before the renovation. The building also consisted of three separate expansions, all with inconsistent structural systems and clear span heights. Many elements of the

existing building did not meet current code requirements.

Lower level joist and main floor structure clearance at the north wing were exceptionally low and didn't allow clearance for mechanical systems. To solve this, the team selected an energy intelligent Variable Refrigerant Flow three-pipe mechanical system, which is very efficient and minimizes ducting runs.

The interior design features community working spaces such as a work café, phone rooms, and conference and training rooms. To avoid a "bowling alley" hallway effect, main corridors are curved with slit windows and strong colors.

CAPITAL AREA RECONFIGURATION – PHASE IV – DHHS TO 333 GRAND AVE

The Department of Technology, Management, & Budget (DTMB) | Lansing, MI



Scope

- > Renovate existing State building to accommodate the Michigan Department of Health and Human Services

Size

- > 50,000 sf alteration of 150,000 sf corporate headquarters building

Cost

- > \$1.7 million

Schedule

- > Design: Aug 2015 - Oct 2015
- > Construction: Dec 2015 - Apr 2016 (phased)

Consultants

- > MEP: Matrix Consulting Engineers

Reference

Jan De Silvo Miller
Project Director
DTMB Facilities & Business Services
Administration, Design & Construction
517.284.7969
millerj1@michigan.gov



As part of the Michigan State Senate Relocation Project to make Grand Avenue a Health and Human Services Corridor and to delete “leased” space from State budgets, the Department of Health and Human Services (DHHS) was moved from the Capitol View Building, (across from the State Capitol) and transferred to 333 Grand Avenue (which would later be titled Grand Tower South).

The project included programming for the DHHS, consolidation of staff, space, and equipment; relocation of the Vital Records Vault from Capitol View to 333 Grand Avenue, retrofitting existing lobby space to accommodate records certificate tellers, and reformatting the Michigan State Police Executive Suite and Leadership spaces to accommodate the DHHS leadership and legal team.



Existing Michigan State Police Headquarters locker, exercise space, and break room were demolished and converted to a grand conference room for 250 to 300 people, conference lobby, and smaller exercise room with lockers for DHHS staff.

The project was executed in four phases, with one set of construction documents, in order to vacate the Capitol View Building for renovation of the main lobby as requested by the State Senate.

AGRO-CULTURE LIQUID FERTILIZERS

St. Johns, MI



Scope

- > New corporate office and training institute

Size

- > 60,000 sf

Cost

- > \$13 million

Schedule

- > Design: Feb 2012 - Aug 2012
- > Construction: Sep 2012 - Aug 2013

Awards

- > AIA Mid-Michigan Honor Awards: People's Choice & Building Award 2017
- > AIA Huron Valley Award 2017
- > CAM Construction Project of the Year 2015

Reference

Nick Bancroft
VP of Operations and Organization
Agro Culture Liquid Fertilizers
800.678.9029
nicholas.bancroft@agroliquid.com



Agro-Culture Liquid Fertilizers sought out a team who could design and build a facility that would aesthetically merge the great traditions of farming with the cutting-edge technology that now pervades the agriculture industry.

Hobbs+Black's winning design aptly captured the essence of the agriculture industry's evolution from the traditional family farm to today's modern, sophisticated farmer. The team created a design with elements that suggest a classic barn-like structure from one viewpoint, while from a different vantage point suggest a modern office with renewable and sustainable elements.

Two distinguishing attributes of the design are a "silo"

feature and a dedicated space for an agricultural museum. The glass silo-like structure accentuates the facility's main (east) entrance, doubling as a library on the inside. To the building's southeast side, a 10,000-square-foot museum contains exhibits demonstrating sustainability of agriculture, Responsible Nutrient Management™, and dozens of antique tractors, underscoring farming's progressive acceptance of technology.

The facility includes over 50,000 square feet of space, with ample offices for owners and employees. Additionally, the facility contains meeting rooms, a training center, an employee kitchen, a research and development area, and a fitness room.

WILLIAM G MILLIKEN STATE PARK & OUTDOOR ADVENTURE CENTER

Michigan Department of Natural Resources | Detroit, MI



Scope

- > Adaptive-reuse of the existing Globe Warehouse Building into a new interpretive center for the MDNRE

Size

- > 42,800 sf

Cost

- > \$ 12.5 million

Schedule

- > Design: 2011
- > Construction: 2015

Awards

- > 2014 *ENR* Best Project
Renovation / Restoration

Reference

Vicki Anthes
Planning Section Chief
Parks & Recreation Division, DNRE
517.335.7890
anthesv@michigan.gov



The 150-year-old Globe Building, which originally housed the Dry Dock Engine Works, has been transformed into a year-round outdoor adventure center for the Michigan Department of Natural Resources. The former ship building facility preserves and highlights the majority of the original structural steel and interior and exterior brick walls, and re-purposed over 40,000 original bricks. Various simulated activities provide outdoor recreation experiences, while exhibits and displays feature the natural and cultural resources and outdoor activities found in Michigan's parks and recreation areas.

TWO MEN & A TRUCK

Lansing, MI



Scope

- > Corporate headquarters addition and renovation

Size

- > 21,700 sf addition
- > 33,900 sf renovation

Consultants

- > Civil: Wolverine Engineers & Surveyors
- > GC: The Wieland-Davco Corporation

Cost

- > \$6.4 million

Schedule

- > Design: Jan 2013 - Sep 2013
- > Construction: May 2014

Reference

Melanie Bergeron
CEO
Two Men and a Truck
517.394.7210
melanie.bergeron@twomen.com



Two Men and a Truck has grown from an operation that included a mother and her two sons to the nation's largest independent moving company with over 300 locations in 39 states in just 30 years. With such rapid growth, the corporate headquarters in Lansing, Michigan needed to expand to meet the current and future needs of the company. This challenge was met by creating a new addition to their building as well as renovating their existing building.

During the design process, the company took this opportunity to change their culture by going from all private offices to mostly open plan workstations in order to promote better communication and collaboration, as well as creating a more flexible space for future growth.

This was a highly complex renovation and addition with multiple phases in order to keep the headquarters up and running while the project was under construction. The duration of construction was approximately 10 months.

The new addition offers open office space in addition to closed offices, cafe, conference space, and training areas. The project also includes renovation of the existing building to appropriately integrate the two structures.



Version 10/22



Questionnaire for Professional Services
Department of Technology, Management and Budget
2023 Indefinite-Scope Indefinite-Delivery – Request for Qualifications
Architecture, Engineering, and Landscape Architecture Services
Various Locations, Michigan

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

ARTICLE 1: BUSINESS ORGANIZATION

1. Full Name: **Hobbs+Black Architects**
Address: **117 E. Allegan Street, Lansing, MI 49533**
Telephone and Fax: **P: 517.484.4870 F: 517.484.1369**
Website: **hobbs-black.com** E-Mail: **mruiiter@hobbs+black.com**
SIGMA Vendor ID: **CV0023746**

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: **Hobbs+Black will perform this contract from the Lansing office location.**

If awarded a contract and / or subsequent assignment(s), state the specific SIGMA business address which you would like associated for all communication (Contracts, Contract Order, Contract Modifications and Payments)? **100 N Street, Ann Arbor, MI 48104**

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include persons name, title, address, email and phone number. **Martin Ruiter, Vice President, mruiiter@hobbs-black.com, 517.484.4870**

2. Check the appropriate status:

☐ Individual firm ☐ Association ☐ Partnership ☒ Corporation, or ☐ Combination –
Explain: [Click or tap here to enter text.](#)

Version 10/22

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: MI, 1965

Include a brief history of the Professional's firm: **Hobbs+Black Associates, Inc. is a nationally recognized firm serving a diverse group of clients since 1965. Over 50 professionals provide architectural, planning, design services and related consulting services from our offices in Ann Arbor, Lansing, and Phoenix. As one of the top 500 largest design firms nationally as reported by Architectural Record (2018), our diversified practice meets design challenges that often require extensive research and innovation.**

3. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. **See page 59 Firm Organization Chart.**
4. Has there been a recent change in organizational structure (e.g., management team) or control (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. **See page 4 Project Organization Chart**
5. Provide a four year rate schedule per position. **See page 76 Fee Rate Schedule**

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

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

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

Additional projects can be provided upon request.

Version 10/22

- ☒ ADA facility assessment and remodeling
- ☒ Boilers and steam systems
- ☒ Bridges – pedestrian and vehicular
- ☒ Building and structure additions
- ☒ Building envelope investigation, repair, upgrade
- ☒ Correctional facilities
- ☒ Door and window replacement
- ☒ Elevators
- ☒ Fire and security alarm systems
- ☒ Fish passage structures
- ☒ General architectural and/or engineering design
- ☒ Historical Preservation
- ☒ HVAC equipment replacement, upgrade, selection
- ☒ HVAC controls replacement, upgrade, selection
- ☒ Interior remodeling and renovation
- ☒ Laboratory facilities
- ☒ Landscape architecture
- ☒ Land Planning
- ☒ Locks, Dams, Water Diking Systems and Water Control Structures
- ☒ Maintenance and facility preservation
- ☒ Marine work - boat launch facilities, docks, harbors
- ☒ Parking and paving
- ☒ Recreation and Sports Facilities / Fields
- ☒ Roof repair, restoration and/or replacement design
- ☒ Soil Erosion Sedimentation Controls
- ☒ Site surveying
- ☒ Stormwater management and drainage plans
- ☒ Structural investigation and assessment
- ☒ Toilet and/or shower room remodeling or design.
- ☒ Trail design and development
- ☒ Wastewater systems
- ☒ Water supply systems

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ARTICLE 3: PROJECT LOCATION

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

- ☐ Western Upper Peninsula (west of Marquette)
- ☐ Eastern Upper Peninsula (east of Marquette)
- ☒ Northern Lower Peninsula (north of Grayling)
- ☒ Saginaw Bay area (east of I-275, north of I-69 and M 57, south of Grayling)
- ☒ Western Lower Peninsula (west of I-275, north of Muskegon, south of Grayling)
- ☒ Central Lower Peninsula (east of Battle Creek, west of Chelsea, south of M 46 and M 57)
- ☒ Southwestern Lower Peninsula (west of Battle Creek, south of Muskegon)
- ☒ Southeastern Lower Peninsula (east of Chelsea, south of I-69)

ARTICLE 4: CONTRACT UNDERSTANDING

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

- 4.1 Is it understood that your firm is required to respond to small projects (less than \$25,000) as well as larger projects?
- Yes ☒ No ☐
- 4.2 Is it understood that there is no guarantee of any work under this contract?
- Yes ☒ No ☐
- 4.3 Is it understood that your firm will be required to execute the attached standard State of Michigan contract language for professional services?
- Yes ☒ No ☐
- 4.4 Is it clearly understood that professional liability insurance is required at the time of execution of the ISID contract? (See Article 5 of the attached Sample Contract.)
- Yes ☒ No ☐
- 4.5 Is it understood that your firm must comply with State of Michigan law as it applies to your services?
- Yes ☒ No ☐

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

Yes ☒ No ☐

If yes, explain: Over the past ten years, Hobbs+Black has prepared MICHSpec and DCSpec specifications for over thirty DTMB projects. We are very familiar with the DTMB front end specifications, contract approach, bidding procedures, and construction administration enforcement of this contract approach.

- 4.7 Does your firm have prior experience working with the State of Michigan?

Yes ☒ No ☐

If yes, explain: **Our team has been working with the State of Michigan for over thirty years. We are currently working on the New State Public Health & Environmental Science Lab Project in Dimondale. We have also completed numerous projects for the State of Michigan in a variety of building types including: Administrative Offices, Correctional Facilities, Historic Restoration, Military Installations, Laboratories, Operation Maintenance Facilities, Psychiatric Hospitals, State Police Buildings.**

ARTICLE 5: CAPACITY AND QUALITY

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

See page 22 Quality Policy Statement

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

Yes ☒ **See page 61 Key Personnel** No ☐

If yes, explain: **See page 60 Litigation**

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

Yes ☒ No ☐

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

See page 62 Project Team Relationship

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

See page 63 Alternative Materials

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

See page 63 Alternative Materials

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

See page 65 Communication & Logistics

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

Yes ☒ No ☐

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

See page 66 Estimated Construction Costing

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

See page 66 Estimated Construction Costing

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

1.2 %

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

7-35 %

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

1 Days/Weeks

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

See page 68 Assess Construction Bidder

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

See page 69 Sustainable Design

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

See page 71 Experience with Similar Open-Ended Contracts

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

See page 72 Existing Conditions

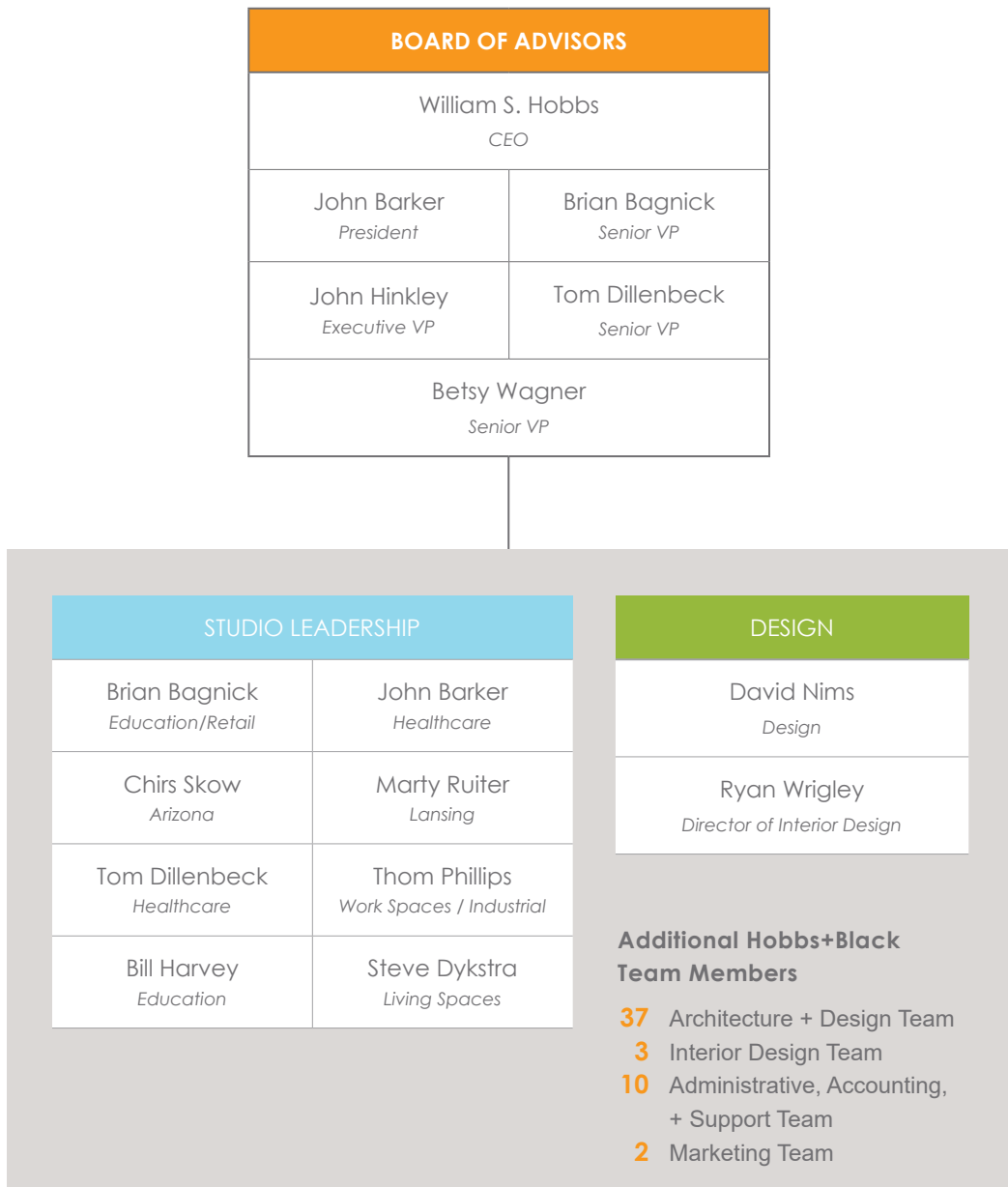
- 5.18 Describe your approach to securing permits/approvals for the following: campgrounds, critical dunes, coastal zone management, projects adjacent to Michigan lakes and rivers.

See page 73 Regulations, Codes, & Permitting

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

See page 75 Request for Additional Compensation

HOBBS+BLACK ORGANIZATION CHART



Lawsuits are commonplace in the litigious society in which we operate today. While Hobbs+Black has been included in litigation on rare occasion, Hobbs+Black has an excellent history of client service, and therefore has been subjected to fewer lawsuits than the industry experiences. On those occasions when a client experiences a problem, Hobbs+Black works closely with the client to resolve the issue as quickly as possible.

- > In the past five years Hobbs+Black was involved in only one claim that related to a client. Hobbs+Black is a defendant in a lawsuit brought by a consumer at a regional shopping mall in Tennessee for a fall due to curb height. Hobbs+Black anticipates a favorable ruling dismissing Hobbs+Black from any responsibility on this matter.

Hobbs+Black assigns a project manager to each project for the project duration. We try to match the PM to the agency being served and DTMB Project Director – usually pairing our staff which have completed successful projects for the DTMB Director/Agency in the past. The project manager follows the project from beginning to end and is the client representative. Hobbs+Black also has an assistant project manager teaming with each project manager, who follows the project and can step in during any emergency or other situation. The owner may not see the assistant regularly, but this assistant maintains a familiarity with project approach.

Our Lansing office administrator, Anne Evans, also tracks all contracts, bid documents, RFIs, architectural supplemental information, bulletins, shop drawings, and other project documentation through the entire process. Anne can always gather requested information or reach the project manager whether they are in or out of the office.

The PSC is contracted and managed by the DTMB for the purpose of providing professional design services, and protecting the State during construction administration; however the PSC is serving the State Agency for whom the project will be completed. The DTMB monitors State Agency satisfaction on the project process and finished product; so the PSC needs to make the State Agency happy, while maintaining the project budget, DTMB project quality, and providing a high quality, durable design that satisfies the functional needs.

The approach for substitutions during bidding are described in the both the front end MISHSPEC, and product specifications. MICHSPEC allows the design professional to use Section 00400 Schedule of Materials and Equipment to limit a very specific selection of choices for special products and equipment; however if this section is not used and the product specifications permit an “or equal”, then a substitution application for acceptance can be considered by the design professional, but will not be considered until after Contract Award. The bidder must calculate it’s Base Bid upon the specified, or Addendum-approved, materials and equipment only.

Also, the Bid Form, specifically states that bids must be based upon the specified or Addendum-approved materials and equipment. This is reiterated in Article 1.7 of Section 440SMMIR, Qualification Submittal, so the design professional response would be: “Substitutions as permitted in the specifications, will only be considered by the design professional after Contract Award.”

[MICHSPEC Section 100SMMIR, Articles 7.4 and 7.5] (Rev. 3/14/2011)

“7.4. Bidding Requirement - For those Specifications listed in paragraph 1.6 of Section 00440 Schedule of Materials and Equipment, each Bidder shall bid one of the listed materials and equipment only. This requirement to not bid “or equal” or substitute materials and/or equipment for the listed Specifications applies even if the Bidding Documents state that an “or equal” or substitute may be furnished or used for any listed Specification.

7.5. Contract Condition - For those Specifications listed in paragraph 1.6 of Section 00440 Schedule of Materials and Equipment, the Contract will be awarded on the basis that only listed named or specified materials and equipment will be furnished. If an “or equal” or a substitute may be furnished for any listed Specification, if acceptable to the Professional, application for acceptance will not be considered until after Contract Award.”

[MICHSPEC Section 330SMMIR] (Rev. 3/14/2011)

“The Bidder shall figure its Base Bid on the specified, or Addendum-approved, materials and equipment only. No “or equal” or substitution proposals will be permitted after Bid opening, except as provided in Article 5, Section 00700 General Conditions.

Where permitted in the specifications, (where specifications do not specifically state “no substitutions” or no “or equal” are permitted; substitutions must be submitted after Contract Award, and in a timely manner, with complete information to afford appropriate review and possible acceptance by the design professional.

The Apparent Low Bidder bears responsibility for contract time and cost to make the proposed material or equipment conform to Contract Document requirements. The Apparent Low Bidder must also reimburse the State of Michigan for the cost to carry out changes and time delays in revising the prescribed Work to accommodate the proposed substitution, including additional expenses incurred by the professional for evaluation.

[MICHSPEC Section 330SMMIR] (Rev. 3/14/2011)

“The Bidder shall figure its Base Bid on the specified, or Addendum-approved, materials and equipment only. No “or equal” or substitution proposals will be permitted after Bid opening, except as provided in Article 5, Section 00700 General Conditions.

[MICHSPEC Section 440SMMIR, Article 1.7] (Rev. 3/14/2011)

“1.7 Use of “Or Equal” or Substitute Materials or Equipment After Contract Award

1.7.1. Paragraph 5.2 of Section 00700 General Conditions provides for the consideration (after the date of Contract Award) and possible acceptance by the Professional of “or equal” or substitute materials or equipment (unless any material or equipment named is followed by words establishing that no “or equal” or substitution is permitted). If sufficient information is submitted to allow the Professional to determine in a timely manner that the material or equipment proposed is equivalent or equal to that named or described in the Drawings or specified in the Specifications, then the Professional will consider the proposed “or equal” or substitute material or equipment.

1.7.2. The Apparent Low Bidder assumes responsibility for the cost and time required to make any proposed “or equal” or substitute material or equipment approved by the Professional conform to the requirements of the Contract Documents. In addition, if any such “or equal” or substitute material or equipment requires any changes in the drawings, or in any testing requirements, or in any Means and Methods

indicated in or required by the Contract Documents, or in work performed by the Owner or others, or requires any other changes in the Work whatsoever, the Apparent Low Bidder shall assume full responsibility for the cost and the time required to carry out such changes in the Work or the work of others. Pursuant to this provision, the Apparent Low Bidder shall bear an appropriate portion of the Delay and costs resulting from the events contemplated in this paragraph.

1.7.3. Paragraph 5.2 of Section 00700 General Conditions provides for reimbursement by the Contractor to the Owner for any additional expenses incurred by the Professional directly attributable to the evaluation of any proposed substitute material or equipment and any proposed “or equal” material or equipment for materials and equipment listed in Schedule 1.6.”

[MICHSPEC Section 440SMMIR, Article 2] (Rev. 3/14/2011)

“2.1. For those Specifications not listed in Schedule 1.6, the Apparent Low Bidder, if and when awarded the Contract, shall disclose to the Owner and Professional (when submitting the Schedule of Values required by paragraph 12.1.1 of Section 00700 General Conditions) the Bidder’s chosen manufacturers/Suppliers for the corresponding materials and equipment specified in the Specifications and Drawings (including all Addenda).”

[MICHSPEC Section 700SMMIR, Article 4.2.6] (Rev. 3/14/2011)

“4.2.6. If a Means and Method is indicated in, or required by, the Contract Documents, a substitute Means and Method may be used by the Contractor only after obtaining the Professionals approval that it meets the applicable criteria in paragraph 5.2 without increasing Contract Price or Contract Time. If any such substitution causes earlier completion of the Work, the Owner and Contractor may negotiate an appropriate shortening in Contract Time, a level of liquidated damages appropriate to the shortened Contract Time, and a decrease in the Contract Price. If the Owner and Contractor are unable to agree on the extent of any such adjustments, the Owner may deliver a claim in accordance with the procedures and within the deadlines set forth in Article 15”

A successful project requires more than just being completed on-time and on-budget. It requires clear communication and collaboration between the A/E team, client, stakeholders, and user groups. Rather than dictate design or programming, Hobbs+Black listens, shares, incorporates and then creates cohesive solutions that meet the needs of the end users.

As a means of confirming decisions and project information, Hobbs+Black project managers will document all meetings and distribute meeting notes shortly afterwards. All decisions communicated via telephone, are confirmed with via written documentation or email. Hobbs+Black posts critical record information on a password protected FTP site for all team members to access during the project process. Project record drawings and specifications are issued at the completion of each project phase for DTMB use and storage.

As a process oriented practice group Hobbs+Black utilizes a variety of communication systems and specialized tools to facilitate effective communicate and collaboration and manage projects. These systems and tools range from simple distribution of notes following a project meeting to multi-user cloud based project management software and BIM integration. Below are outlined general tools of communication that make all team members aware of ongoing occurrences and general record keeping during the project. We have also outlined additional systems and tools that can be used depending on the project stage and complexity of the project.

General Approach

- > Identify Communication Groups
- > Project Team
- > Client
- > Stakeholders
- > User Groups
- > Identify communication methods
- > E-mail
- > Phone
- > Transmittals
- > Letters
- > Project Website
- > FTP server

Project Narrative—a written description of the project at the schematic design phase that helps all parties involved understand the project beyond floor plans and exterior elevations. The narrative would include all disciplines including site issues, structural, architectural, mechanical, electrical, equipment, furniture, signage, etc. so there is a common point of beginning for the project team.

- > Meeting Minutes for each meeting
- > Schedule spreadsheet
- > Budget Tracker—a tool that the construction managers use to identify how the bids compare to the estimated construction cost.
- > Open issues List of all outstanding items
- > Field Reports recording our observations of site construction
- > 3-D modeling for continuous coordination

Conceptual/SD/DD

Ownership visioning sessions—where the design team and administration/senior management set forth the direction based on business plan

Image Analysis—using a series of images to help establish a vision, design sense or character for the proposed project.

Space Planning—(Gaming exercise)—a process of cutting out pieces of paper to represent rooms and allowing the key staff and design team to work together to arrange departments and rooms in a quick and easy manner

- > 3-D Modeling of the exterior and interior spaces
- > Mock-ups of proposed complex rooms—Surgery, variable-acuity rooms
- > Sketches
- > Room Data Sheets—Enlarged floor plans of complicated rooms, showing equipment and furniture with reflected ceiling plans and interior elevations on the same sheet as well as electrical and mechanical requirements.

Hobbs+Black believes in a strong planning presence, meeting on-location to confirm plans and decisions, and holding regular meetings throughout design. Construction Administration is accomplished at regular intervals, normally every two weeks, and key personnel will be on-site regularly to assist and monitor progress. Our team understands and acknowledges that some components of construction are more complex and require more frequent job site presence. These elements are to be identified during the development of construction schedule.

The method of estimating construction is based upon the size of the work, the type of work and recent bidding information available within our staff and partners. Where possible, bid costs from most recent similar work are used as a comparative balance for new project estimates. When specialties are involved, we may consult manufacturers representatives or trustworthy contractors to verify our budgets. For very complicated projects, Hobbs+Black may team with an experienced estimator or Construction Manager to provide the most accurate data for the Owner.

Hobbs+Black continually monitors budget throughout the design process. During the design and development process, the project team thinks about simple approach, cost conserving alternatives and options and provides opportunities for the Owner to take each step in the decision process with back-up plan alternatives in the event budgets become critical. At bid time, we try to provide a few easy alternates, which may allow the Owner cost saving alternatives if budget estimates are exceeded at bid time.

SD-Cost/Schedule

At 100% of SD completion the Project Architect will review the design and develop an initial cost estimate. Design modifications for conformance to the approved project budget will be made. Hobbs+Black will provide a preliminary cost estimate to fully identify the project and equipment.

DD-Cost/Schedule

At 100% of Design Documents a revised Cost Estimate will be provided. Hobbs+Black will assist in identifying any long lead items for early order.

Budget and Costing

The Hobbs+Black team will submit an updated construction cost estimate to the Owner based on 95% complete construction documents. We will provide all necessary estimate reconciliation and value engineering reviews in order to compare the estimate to the owner's original budget for construction.

The project manager generally starts investigating a project during the proposal process, by obtaining as much background information as possible. Generally a team is sent out to field verify conditions as soon after project award as possible. During this preliminary process, we generally take overall dimensions, and document every wall with photographs for reference during our preparations. Depending upon the complexity of the project, we may send out several teams, architects, structural and other engineers for this process. We typically begin within a week.

The DTMB has a well-defined process for determining if a construction bidder is responsive and responsible. DTMB generally obtains the bids, evaluates that all bid materials are complete, and include required addenda and other requirements. This information is sent to the PSC for evaluation. The PSC meets with three lowest bidders and conducts a bid review, verification of work scope in the bid, along with completing the DTMB bid questionnaire. To complete the evaluation The PSC looks for OSHA/MIOSHA violations, SAM violations, as well as calling references. We generally provide an evaluation spreadsheet showing bid amounts, alternate costs, evaluation criteria, etc. and after analysis, provide a recommendation to the DTMB for award. The process can include DTMB and Agency if requested by the DTMB Project Director.

1. Confirm that the bidder has provided all requested bid submission documentation and that it is correct and complete.
2. Compare the bidders cost proposal with the other bidders to look for anomalies in pricing.
3. Prior to a Post-Bid Interview, a Schedule of Values will be requested from the bidder(s) being interviewed for the PSC team to review, compare and discuss. If pricing anomalies are detected, they will be noted for discussion at the post-bid interviews.
4. Verify if each bidder is a Qualified Disabled Veteran Company.
5. Check OSHA and SAM non-compliance status for each bidder.
6. Complete the latest version of DTMB Best Value Construction Bidder Evaluation form.
7. The PSC team will conduct post-bid interview(s) with the bidder and their major sub-contractors during which the schedule of values and scope of work will be evaluated.
8. Schedule will be reviewed and confirmed that there is available staffing to meet the schedule.
9. References for past work will be requested and contacted to ensure that they have performed well on past projects.

Sustainable design, community preservation, and environmental responsibility are not new concepts nor mere trends to the professionals of Hobbs+Black. Rather, these principles are integral components of the Hobbs+Black design philosophy in which environmental stewardship, social responsibility, and economic viability are incorporated into all projects.

Hobbs+Black is committed to utilize sustainable building products and energy efficient practices whenever possible. Hobbs+Black has considerable experience in assisting owners with understanding the requirements of LEED and assisting to identify credits which may be feasible for implementation within the project scope. The design responses to quantitative inputs from energy calculations. Developing building goals, program, and preliminary design for Sustainable Systems are one aspect that is incorporated into the overall vision. Typically, Hobbs+Black provides an overview of the LEED initiative, summarizing each credit. The design team then discusses the probability of achieving that credit within the project scope and budget. Significant consideration is given to initial cost, lifecycle pay back, maintenance considerations, and return on investment.

Opportunities for achieving potential credits are identified early, so that cost may be budgeted and tracked and LEED related elements coordinated throughout the design process. In addition, the LEED checklist is continually reviewed and updated to determine the achievable rating level.

Sustainable Project Experience

Consumers Energy

Jackson, MI

- > Jackson Innovation Center

LEED v4 Silver

Agro-Culture Liquid Fertilizers

St Johns, MI

- > New Headquarters

LEED NC 2009 Gold

Washtenaw Community College

Ann Arbor, MI

- > Technology & Industrial Building Renovation

Seeking LEED Certified

Currently Seeking - NC 2.2

Sparrow Health

Lansing, MI

- > Cancer Center Plaza Building & Parking Deck

LEED v4 Certified - Pending

Lansing Community College

Lansing, MI

- > Technical Training Center/MTEC

LEED Certified EBOM

- Geothermal heating and cooling for the 262,000 sf facility. Energy efficient systems including occupancy sensors.

Dearborn Town Center

Dearborn, MI

- > Midwest Medical Center

LEED Silver

C&S 2/0

- Brownfield redevelopment project within a core



community.

City Creek Center

Salt Lake City, UT

- > New Large-Scale Mixed-Use Urban Development

LEED Gold - ND

Akron Armed Forces Reserve Center

Akron, OH

LEED Silver Certified

- Reduced potable water consumption by 35% by use of low flow showers, toilets, urinals and fixtures. Interior materials were all low-emitting materials including carpeting.

wood, paint and sealants.

> Designed to LEED Standards

Designed to NC 2009

Lansing Community College

- > Health & Human Services Building
 - Sustainable Design Best Practices
 - Energy efficient systems including occupancy sensors. Specialized radiant flooring for energy efficient heating and cooling for high use areas.

Department of Military Veterans Affairs (DMVA)

Lansing, MI

- > Baker Olin Michigan National Guard Headquarters
 - Designed to Federal Green Standards
 - Occupancy Sensors reducing energy consumption, as well as significant daylighting to reduce the need for lights and energy consumption.

Michigan State Police Headquarters

Lansing, MI

Henry Ford Health System

West Bloomfield, MI

- > West Bloomfield Hospital Sustainable Conference & Education Center
 - Sustainable Design Best Practices

WR Wheeler Service Center

Ann Arbor, MI

- > Operations & Maintenance Facility
 - Sustainable Design Best Practices
 - Green roof and significant environmentally conscious stormwater management systems

Freudenberg North America

Plymouth, MI

- > Regional Corporate Center Major Office Renovation

LEED CI 2009 Certified

Jackson College

Jackson, MI

LISD Building & Bert Walker Hall Addition & Renovation

Sparrow Health System

Ionia, MI

- > Ionia Critical Access Hospital
LEED for Healthcare Certified Silver

Metro Health Village

Wyoming, MI

- > Senior Living Center
LEED NC 009 Certified Pending

Mid Michigan College

Mt Pleasant, MI

- > Liberal Arts & Business Building
 - Designed to LEED Standards

Monroe Community College

Monroe, MI

- > Career Technology Center
LEED Silver

Currently Seeking NC 2009

- Green roof improving site stormwater management and reducing heat island effect.
- Iternative energy systems including solar panels.



Hobbs+Black has worked with many open-ended contracts at State of Michigan, Lansing Community College, and the City of Lansing. In general, the project manager will work with the Owner to define a scope of work, budget, and schedule and project goals to be achieved. That scope is documented in meeting notes and a fee is negotiated for the design work involved. The design team proceeds with the defined guide as project scope.

Hobbs+Black has worked successfully with the DTMB on many projects. On many occasions a project is conducted for a study or analysis to gain useful information, before funding becomes available. Sometimes projects go on hold for a period of time until funding is available, at which time the DTMB can ask the PSC to proceed with further development. The important aspect is that all completed work be properly documented at its stopping point, with appropriate detail, so that adequate information is available for continuation at a later time.

If during the progress of the project, the scope of work vastly increases, the H+B project manager will alert the Owner, propose cost effective options, and if necessary, negotiate additional fee to keep the project on schedule.

DTMB usually provides as-built existing conditions drawings in PDF and/or CADD drawing format at a project's onset. The PSC team needs to conduct an in-depth verification of the existing conditions verifying the information is correct, to scale, and that no undocumented changes have been made. This verified data becomes the background for PSC designs and systems.

1. Request and review all available existing documentation able to be provided by Owner. Scan existing documents for PCS team's use and return documents to Owner.
2. Schedule and conduct a site walk through to investigate and become familiar with the existing conditions.
3. Research specific components that are anticipated to be affected by the work.
4. Field measure the existing facility or specific areas to capture accurate field conditions for architectural, structural, mechanical, electrical and plumbing.
5. Perform a site survey to document the existing site conditions and utilities.
6. Confirm with the Owner if the building has been cleared of hazardous materials. Request a copy of their Hazardous Materials report.
7. Confirm with the Owner that Phase 100 and 200 environmental site evaluations have been performed and request a copy of the report(s).

SOIL EROSION AND SEDIMENTATION CONTROL.

By volume, sedimentation is the largest pollutant affecting water in Michigan (lakes, streams, and wetlands) and the largest cause is uncontrolled erosion from construction. The Michigan Department of Natural Resources and Environmental Protection Act provide simple methodologies for stopping sediment flow in various conditions.

The design professional must provide a design for controlling soil sedimentation/erosion by including a map, at a scale of not greater than 200 feet to the inch, which describes proposed earth changes to land, lakes, and streams. This plan must include slope contour information and control details at each critical area.

Permits/Approvals for campgrounds, critical dunes, coastal zones, lakes and rivers are dependent upon distance from the shoreline. Anything within 500 feet of a body of water must have DEQ approval, and must go through the DEQ review process. DEQ also reviews campgrounds. Aside from the typical building codes on these sites, preparation of flood zones, wetlands, and other mitigation items under the jurisdiction of DEQ and/or FEMA may need approval. We typically involve an experienced civil engineer capable of providing these studies, calculations, and submissions.

Some standard control methods include, but are not limited to the following: dust control, permanent/temporary seeding or sodding, vegetated buffer strips, installation of turbidity curtains at watercourses, riprap where vegetation cannot be established, aggregate cover to stabilize construction areas, bench installation to reduce sheet flow velocities, rilling and gullying, diversion dikes, interception ditches, gravel filter berms, gravel access approaches, filter bag / sediment basins, energy dissipaters, sediment traps / basins, vegetative buffers at watercourses, stream relocation, sand and stone bag control, sand fence and dune stabilization, temporary geotextile silt fence installation, plastic sheets or geotextile cover, mulching and mulch anchoring, inlet protection fabric drops, geotextile and stone inlet protection, drop inlet and sediment trap, slope roughening and scarification, mulch blankets and high velocity mulch blankets, cofferdams, construction dams, or check dams.

Each control method is suited to particular silt movement situations, and the state of Michigan provides recommendations for best uses of each method. Plan review of any design includes review of soil and sedimentation control methods for every construction site by the Department of Environmental Quality.

SECURING PERMITS / APPROVALS

Campgrounds –

1. Plans, a scaled entire site plan must be submitted to the Department of Environmental Quality for review and approval, showing the total number of sites, type of sites (primitive or modern), and site sizes (minimum 1,200 SF in area, with no less than 15 feet road frontage width), including unobstructed 4 foot space between recreational vehicles.
2. Plans must designate type of water supply (municipal or on-site) system.
 - a. On Site System requires obtaining an LHD permit and approval of the water well.
3. Plans must designate Wastewater System type (municipal or on-site) showing system location ,size, type and proper isolation distances.
 - a. On Site Wastewater System requires obtaining an LHD permit or DEQ permit depending upon the system.
4. Service Buildings must be shown, along with construction information to meet applicable state or local building codes, and services fixtures meeting the requirements and quantities of Rule 21 of Act 368.
5. After the DEQ permit is issued, the Owner must obtain all electrical and plumbing approvals as well as affidavit from engineer indicating that the campground was constructed according to the approved plans. This affidavit is submitted to DEQ to obtain operation license.
6. Owner must obtain well, wastewater disposal system and plumbing approvals including compliance with required sampling
7. DEQ must inspect for final approval, after construction completed, and prior opening.

Critical Dunes –

1. Critical Dunes should never be disturbed, however to advise an owner if the land is critical, the DEQ has established a voluntary pre-application meeting process with Land and Water Management Division, which requires submission of a pre-application meeting requires form, inclusive of all required information: a map of the project site location, authorization from the landowner for the DEQ to meet with the applicant and/or agent, the property legal description, designation of Level I (office) or Level II (at site) or Level III (specific site) meeting requested, along with appropriate fee, property tax number, site address, labeled photographs, and property survey (if available), and labeled site property stakes at site and on survey. (Submitted information varies slightly depending on meeting level).
 2. The Land and Water Management Division staff will provide a written response for various Level reviews to inform the owner of critical information:
 - a. Level I – if the site is within a Critical Dune Area (CDA) or High-Risk Erosion Area (HREA), General requirements, 30-year and 60 year setback distances, explanation of HREA multipliers, elevation contour, erosion hazard line, readily moveable structure definitions, slope protection requirements, and potential for threatened or endangered species on the site
 - b. Level II – the crest location on the property, the locations of elevation contour and erosion hazard lines, height of the bluff, identification of potential building sites or potential uses, identification of existing impacts which meet Section 35306 criteria, potential vehicle access, potential staging areas for equipment and materials, and areas of property outside the critical dune boundary.
 - c. Level III – relevant information from Level I and Level II as applicable, measurement and verification of the slopes within the staked area adjacent to the proposed use, general description of the slope location outside the proposed use, and whether the proposed permanent structures meet appropriate setback distances.
- at regular intervals. Any physical change to a site or existing structure is considered a construction project – all construction projects must be reviewed and receive clearance that they are in compliance with the National Historic Preservation and Endangered Species Acts.
2. Grant monies are available for improvement and enhancement of coastal zone areas.
 3. To be enhanced, projects must be open to the general public and located completely within the coastal zone boundary on non-federal, publicly-owned, or long-term leased land and the owner must maintain the project and keep it open to the public for the project lifetime (20 years minimum). The project must be barrier-free accessible as conditions allow, and local, state and/or federal permits must be submitted to Michigan Coastal Management Program prior to any work. Funding acknowledgment must be permanently displayed with appropriate NOAA and DEQ logos on the site.
 4. Projects must receive compliance clearance from the State for National Historic Preservation and Endangered Species
- Hobbs+Black Associates, Inc. will work with Wolverine Engineers as a sub-consultant for civil related designs.
- #### PERMITTING PROCESS FOR PROJECTS IN OR ADJACENT TO LAKES AND RIVERS
- The inland lake and river process is similar to Critical Dune application processes with pre-application and meeting to establish critical elements within the site. Vicinity Map, project site plan, cross-section and site profiles must be provided along with elevation data and descriptive photographs of vegetation affected by the proposed work. A complete application along with an application fee, which is set by the type of project is submitted for review.
- Hobbs+Black Associates, Inc. will work with Wolverine Engineers as a sub-consultant for civil related designs.

Coastal Zone Management –

1. The Coastal Zone Management Act (CZMA), originally passed in 1972 establishes a coastal zone management program for the state of Michigan, which is updated

The PSC is responsible for reviewing, analyzing, and advising the Owner whether a request for additional compensation is suitable and reasonable. In these situations, the PSC must act in the best interest of the State, obtain the approval of the DTMB project director, and endeavour to negotiate with the contractor toward a reasonable resolution. If a resolution can not be reached, the DTMB General Conditions define a claim process.

1. Research the contractor's claim as it relates to their contractual scope of work.
 2. If the item was a request by the Owner, the labor and material cost breakdown will be reviewed to confirm that it falls within the rates established in the contract and/or normal industry standards for work similar or the same in nature.
 3. Review Post-bid interview documentation.
 4. Was the proper RFI process followed before the item was installed (was the work installed knowing that it was wrong)?
 5. Determine if the request is a legitimate claim:
 - a. Drawings and Specifications:
 - i. Is the item covered or reasonably inferred to within the drawings and specifications.
 - b. Schedule:
 - i. Was the delay caused by the contractor or any of their sub-contractors.
 - ii. Was the delay caused by the State.
 - iii. Was the delay caused by the PSC.
 - iv. Was the delay due to something outside the control of the team.
 6. If needed, request further clarification from the contractor.
 7. Once all facts are gathered and evaluated a determination will be made and reviewed with the DTMB prior to notifying the contractor.
 8. Once the PSC and the DTMB are in agreement, the contractor will be informed of the decision on the request.
 9. A contract modification will be generated as required.
- > Note: Credits from the contractor for scope reduction items will also be evaluated to ensure that the State is realizing the fullest value.

R 08/20



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

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

Vendor must have, during the 12 months immediately preceding this bid deadline:

or

If the business is newly established, for the period the business has been in existence, it has:

(Check all that apply):

X

☐ Filed a Michigan single business tax return showing a portion, or all 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:

☒ Bidder qualifies as a Michigan business (provide zip code: 48933)

☐ 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: _____)

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

Bidder: Hobbs+Black Architects

Martin Ruiter

Authorized Agent Name (print or type)

A handwritten signature in black ink, appearing to read 'Martin Ruiter', is written over a horizontal line.

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 08/20



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

Responsibility Certification

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

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has^X 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.
^X 48104
- (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.

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

- 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 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: Hobbs+Black Architects

Martin Ruiter

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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

R 08/20



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

ACKNOWLEDGMENT OF ADDENDUMS

PSC acknowledges receipt of Addenda: No. 1 dated: 12/8/22,

No. dated: No. dated:

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

2023 Indefinite-Scope Indefinite-Delivery – Request for Proposal
 General Professional Design Services
 (Architecture, Engineering, Landscape Architecture)

Firm Name	Hobbs+Black Associats, Inc.
Yearly Hourly Billing Rate Increase	3%
Mark-up for Sub-Consultants (not to exceed 5%)	3%
Mark-up for Reimbursables (not to exceed 5%)	3%

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
Hobbs+Black Project Principal	\$195	\$201	\$207	\$213
Hobbs+Black Project Manager	\$175	\$180	\$185	\$190
Hobbs+Black Project Architect	\$125	\$129	\$133	\$137
Hobbs+Black Project Assistant	\$80	\$82	\$84	\$87
Hobbs+Black Senior Interior Designer	\$140	\$144	\$147	\$151
Hobbs+Black Senior Designer	\$140	\$144	\$147	\$151
Hobbs+Black Designer	\$80	\$82	\$84	\$87
Mechanical Engineer	\$167	\$174	\$180	\$186
Electrical Engineer	\$167	\$174	\$180	\$186
Structural Engineer	\$130	\$145	\$150	\$160
Mechanical and Electrical Designer	\$104	\$110	\$114	\$118
CADD Technician	\$80	\$82	\$84	\$87
Support Staff	\$65	\$67	\$70	\$73
Sr. Aquaculturist/RAS Specialist	\$200	\$208	\$216.32	\$224.97
Project Manager (Civil)	\$163	\$166	\$171	\$176
Project Engineer (Civil)	\$162	\$165	\$170	\$175
Design Principal (Landscape)	\$159	\$163	\$167	\$172

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

** Key Project Personnel

HOBBS + BLACK ARCHITECTS

ARCHITECTURE | PLANNING | INTERIOR DESIGN

117 E Allegan Street, Lansing, Michigan 48933 | 517.484.4870
ANN ARBOR | LANSING | PHOENIX | WWW.HOBBS-BLACK.COM

APPENDIX 3
PROFESSIONAL CERTIFICATION FORMS
(Please see pages 165 - 168 of contract)

APPENDIX 4

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

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

The Professional's Consultant must submit a separate hourly billing rate for the professional Consultant services they will provide for State of Michigan Projects. A moderate mark-up of the Professional's Consultant services hourly billing rates, not to exceed 5%, will be allowed.

The Department will reimburse the Professional for printing and reproduction of the Contract Bidding Documents, soil borings, surveys and any required laboratory testing services and use of field equipment. **No mark-up of these Project costs will be allowed IF such items are provided in house by the Professional.**

2023 HOURLY BILLING RATE

Based on 2022 Expenses

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

SALARIES:

Principals (Not Project
Related)

Clerical / Secretarial

Technical (Not Project
Related)

Temporary Help Tax

Technical Training

Recruiting Expenses

EMPLOYEE BENEFITS:

Hospitalization

Employer's
Federal Insurance Contributions
Act (FICA)Tax

Unemployment Insurance

Federal Unemployment
Disability
Worker's Compensation
Vacation
Holidays
Sick Pay
Medical Payments
Pension Funds
Insurance - Life
Retirement Plans

INSURANCE:

Professional Liability Insurance

Flight and Commercial Vehicle

Valuable Papers

Office Liability
Office Theft
Premises Insurance
Key – Personnel Insurance
Professional Liability Insurance

TAXES:

Franchise Taxes

Occupancy Tax

Unincorporated Business
Tax

Single Business Tax

Property Tax

Income Tax

SERVICES (PROFESSIONAL):

Accounting

Legal

Employment Fees

Computer Services Bond)

Research

Project / Contract Bond

EQUIPMENT RENTALS:

Computers

Typewriter

Bookkeeping

Dictating

Printing

Furniture and Fixtures

Instruments

OFFICE FACILITIES:

Rents and Related
Expenses
Utilities
Cleaning and Repair

LOSSES:

Bad Debts (net)

Uncollectible Fee
Thefts (not covered by Project /
Contract)
Forgeries (not covered by
Project / Contract)

FINANCIAL:

Depreciation

SUPPLIES:

Postage

Drafting Room Supplies

General Office Supplies
Library
Maps and Charts
Magazine Subscriptions

**PRINTING AND
DUPLICATION:**

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

SERVICES (NONPROFESSIONAL):

Telephone and Telegram

Messenger Services

TRAVEL:

All Project – Related
Travel*

MISCELLANEOUS:

Professional Organization Dues
for Principals and Employees
Licensing Fees

<p align="center">DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2023</p>
--

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$92.50	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$101.50	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates	Current
Premium Rate	\$0.655 per mile
Standard Rate	\$0.440 per mile

* See Select Cities Listing

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

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2023

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

APPENDIX 5

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2023

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: Certs@pciaonline.com PHONE (A/C, No, Ext): (800)969-4041 FAX (A/C, No): (800)969-4081 E-MAIL ADDRESS: Certs@pciaonline.com														
INSURED Hobbs & Black Associates, Inc 100 N State St Ann Arbor MI 48104	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Twin City Fire Insurance Co.</td><td>29459</td></tr><tr><td>INSURER B: Hartford Accident & Indemnity</td><td>22357</td></tr><tr><td>INSURER C: Hartford Insurance Co.</td><td>00914</td></tr><tr><td>INSURER D: XL Group PLC</td><td></td></tr><tr><td>INSURER E: Travelers</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Twin City Fire Insurance Co.	29459	INSURER B: Hartford Accident & Indemnity	22357	INSURER C: Hartford Insurance Co.	00914	INSURER D: XL Group PLC		INSURER E: Travelers		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D: XL Group PLC															
INSURER E: Travelers															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:**22-23 All New PL**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	Y	35SBWAB5460	7/1/2022	7/1/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$		
EACH OCCURRENCE	\$ 2,000,000																						
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GENERAL AGGREGATE	\$ 4,000,000																						
PRODUCTS - COMP/OP AGG	\$ 4,000,000																						
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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	35UEGBM8524	7/1/2022	7/1/2023	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP-Basic</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP-Basic	\$						
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																						
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BODILY INJURY (Per accident)	\$																						
PROPERTY DAMAGE (Per accident)	\$																						
PIP-Basic	\$																						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	35XHGWU0622	7/1/2022	7/1/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$										
EACH OCCURRENCE	\$ 5,000,000																						
AGGREGATE	\$ 5,000,000																						
	\$																						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A Y	35WEGCB6645	12/31/2022	12/31/2023	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td></td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td></td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td></td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td></td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE		OTH-ER		E.L. EACH ACCIDENT	\$		1,000,000	E.L. DISEASE - EA EMPLOYEE	\$		1,000,000	E.L. DISEASE - POLICY LIMIT	\$		1,000,000
<input checked="" type="checkbox"/> PER STATUTE		OTH-ER																					
E.L. EACH ACCIDENT	\$		1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$		1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$		1,000,000																				
D	Professional Liability			DPR5008101	2/1/2023	2/1/2024	Per Claim/Aggregate \$ 5,000,000																
E	Cyber/EPLI/Crime			107159575	7/1/2022	7/1/2023	Per Claim \$ 1,000,000																

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

Re: H+B Project Number: P22301,
Hobbs+Black Project Name: SOM DTMB ISID 2023 Indefinite Scope Indefinite Delivery Contract NO. 00967.
State of Michigan DTMB ISID 2023.

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are considered additional insureds with respects to general and auto liability coverage as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insureds as long as required within a written contract. Coverage is considered primary and

CERTIFICATE HOLDER

watrosa@michigan.gov

State of Michigan
Department of Technology
Management & Budget
3111 West St Joseph Street
Lansing, MI 48933

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/SUNNY

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COMMENTS/REMARKS

non-contributory on the general liability coverage. 30 day written notice provided to certificate holder and additional insureds for cancellation of coverages listed. 10 day notice for nonpayment of listed policies.

BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

A. COVERAGES

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

Insuring Agreement

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

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

- (1) The amount we will pay for damages is limited as described in Section **D**. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

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

- b. This insurance applies:

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

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

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

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

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

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

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

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

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

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

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

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

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

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

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

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

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

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

BUSINESS LIABILITY COVERAGE FORM

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

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

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

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

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollution

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

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

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

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

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

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

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

i. War

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

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

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

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

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:**

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

APPENDIX 6
FEDERAL PROVISIONS ADDENDUM

(If your project is funding wholly or in part by federal funds, this appendix applies)

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- a. **Access to Records.** The following access to records requirements apply to this contract:
 - i. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit

audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

c. DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

d. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

e. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

f. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Hobbs+Black Architects**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Martin H. Ruiter, Jr., Vice President

Name and Title of Contractor's Authorized Official

3/23/2023

Date

**APPENDIX TO
FEDERAL PROVISIONS ADDENDUM**

§ 200.322 Domestic Preferences for Procurements

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FEDERAL STATE and LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROJECT SPECIFIC REQUIREMENTS

The funding being used for this project is Federal State and Local Fiscal Recovery Funds (SLFRF). As a result, additional provisions apply and are included in this Attachment.

Each primary contracted contractor with the DTMB must register with the Federal System for Award Management (SAM) must register prior to contract execution. The SAM website is <https://sam.gov/content/home>. The direct hyperlink for SAM.gov registration is <https://sam.gov/content/entity-registration>

As of April 4, 2022, the Federal government will use a Unique Entity Identifier (UEI) created in SAM.gov as the official subrecipient identifier. All primary contracted contractors with the DTMB will be required to maintain an active registration on SAM.gov. To receive payment, all primary contracted vendors need to have a Unique Entity Identifier (UEI) number and have the UEI entered in their SIGMA account. Information on the UEI and sign up can be obtained at: <https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update>

Contractor is to fill in and provide the following documentation for use in SLFRF reporting prior to Contract Execution for use in the reporting requirements:

Contractor's UEI

WGFLMDGQDVB5

Contractor's Full Legal Name

Hobbs + Black Associates, Inc.

Primary Point-of-Contact Email Address

tdillenbeck@hobbs-black.com

Business Address

100 N. State Street

City Business is located

Ann Arbor

State Business is located

Michigan

US Zip Code + 4 digits

48104-1531
