



**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

Kendra C Thompson Architects PC  
803 Cherry Street  
Manistee, MI 49660

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. 00969**

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:

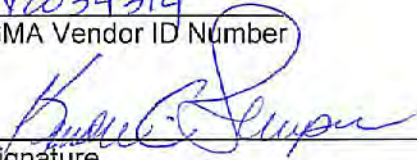
- I. The Professional shall provide the services for the assigned Project in the study, design, and construction administration, Phase and Task sequence provided in this Professional Services Contract and to the extent authorized by the Department of Technology, Management and Budget State Facilities 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**

KENDRA C. THOMPSON ARCHITECTS, PC  
Firm Name

CY0034314  
SIGMA Vendor ID Number

  
Signature

4/19/2023  
Date

KENDRA C. THOMPSON, PRESIDENT  
Title

**FOR THE STATE OF MICHIGAN:**

  
Director, DTMB | SFA | Design and Construction

April 19, 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
<b>Commercial General Liability Insurance</b>	
<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.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimum Limits:</u> \$2,000,000 General Aggregate	Professional must have their policy follow form.
<b>Automobile Liability Insurance</b>	
<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.
<b>Workers' Compensation Insurance</b>	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	

<b>Environmental and Pollution Liability (Errors and Omissions) ***</b>	
<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](mailto: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](mailto:WatrosA@michigan.gov)) and Don Klein ([KleinD4@michigan.gov](mailto: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.

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#### NIGP CODES

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

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#### DESIRED SCHEDULE OF WORK

Dependent on the assigned project

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#### ACCEPTING RFP QUESTIONS UNTIL:

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

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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](mailto: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](mailto: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
	<b>SUBTOTAL</b>		<b>\$ 1,500.00</b>

### 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
<b>SUB-TOTAL</b>	<b>1,597.50</b>	<b>3,570.00</b>	<b>5,220.00</b>	<b>1,120.00</b>	<b>1,660.00</b>	
<b>TOTAL CONTRACT AMOUNT</b>						<b>\$ 12,167.50</b>



**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.



**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: \_\_\_\_\_

\_\_\_\_\_  
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: <div style="text-align: center;">ALL PROPOSERS</div>	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**

**PROPOSAL FOR  
PROFESSIONAL SERVICE CONTRACTORS:  
General Professional Design Services  
(Architecture, Engineering, Landscape Architecture)**

**PART I – TECHNICAL**



**MINOR STATE CAPITAL OUTLAY PROJECTS**

**Indefinite-Service, Indefinite-Delivery  
Not-To-Exceed Fee, Billable-Rate**

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

**Various Locations, Michigan**

**January 19, 2023**





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

19 January 2023

**RE: Proposal for Professional Design Services - 2023 Indefinite-Scope, Indefinite Delivery  
General Professional Design Services - Architecture, Engineering and Landscape Architecture**

To Whom It May Concern:

**Kendra C. Thompson Architects, PC (KTA)** of Manistee, MI, along with collaborative partners, appreciate the opportunity to present our continued interest and qualifications to provide the State of Michigan with architectural and engineering services. Having previously provided DTMB professional services as an ISID PSC (2013-2023), we are keenly aware of the tasks involved and the important role our team will play in assisting DTMB with development of facilities throughout the State of Michigan. Our team has experience in developing quality architecture and engineering solutions responsive to the western, northern and upper Michigan area's unique social, political and economic needs. We accomplish this by establishing relationships with the communities served, becoming knowledgeable of regional contractors and tradesmen, while having discernment for the particular project's needs and conditions presented.

This proposal outlines a collaborative approach between **KTA** and colleagues having relevant experience to continue in our role as a DTMB PSC to address minor Capital Outlay Projects in an indefinite-services, indefinite-delivery (ISID) manner for various facility maintenance, alteration and construction projects as needed by various State of Michigan agencies. The success of **KTA** is based on aligning efforts with like-minded professionals, with several of these relationships extending more than 30 years, allowing for continuity of work and project approach. This collaboration allows the Owner to reap the benefits of having a project-oriented team of design professionals best suited to provide a comprehensive, detail oriented project while recognizing the fiscal responsibility the Owner in developing projects.

**KTA**, and the Design Team members, have all successfully worked with representatives of various governmental agencies including MDOT, MDEQ, AERO, USACE, US Corps of Engineers, MSHDA among others and have a reputation to provide attention, creativity, technical expertise and excitement for the challenges of each and every project we undertake.

The Design Team looks forward to continuing our ISID PSC role with DTMB for various State of Michigan projects.

Sincerely,  
**Kendra C. Thompson Architects, P.C.**

**Kendra C. Thompson, RA**





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- *The Project Team*
- *Unique Qualities of Team*
- *Firm Profiles: The History, Mission and Vision*
  - *Kendra C. Thompson Architects, PC*
  - *Nealis Engineering, Inc. – Mechanical and Electrical Engineers*
  - *Gourdie-Fraser, Inc. – Site and Civil Engineers*
  - *Anita Silverman Landscape Architect*
  - *Trison Engineering Group, Inc. – Structural Engineers*
  - *Interphase Interiors, Inc. – Interior Design/FFE Procurement*

#### **SECTION II-2 Understanding of Project and Tasks**

- *Understanding of Project and Tasks*

#### **SECTION II-3 Personnel**

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- *Sustainability and Project Profiles*

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## **PART I – TECHNICAL**

### **II-1: General Information and Project Team**

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*"Quality is not an act,  
....it is a habit."*

**-Aristotle**



*Ludington District Library*



*Manistee County Blacker Airport,  
an MDOT and FAA funded project*



*Manistee High School  
...collaboration with DesignWorks AE*



*Manistee County Transportation  
Bus Facility & Visitor Center,  
an MDOT funded project*

Building spaces, environments and  
relationships...

Intertwining science and art to design solutions  
that excel...

Beyond your needs...

Beyond your dreams...

Beyond your expectations...

This is the work of

***Kendra Thompson Architects.***

Providing a passion for architecture for more  
than 32 years through creative development of  
technical solutions, ***Kendra Thompson  
Architects'*** experience is recognized in  
providing a strong, personal discernment for  
the success of EVERY project – big or small.

***Kendra Thompson Architects*** □

Let's plan. Design. Construct. Together.



*"Good design begins with honesty,  
asks tough questions, comes from collaboration  
and from trusting your intuition."*  
-Freeman Thomas

## Section II-1:

## the project team

At **Kendra C. Thompson Architects**, we believe that good design and construction is a collaboration of experienced, effective partners. We have established long term relationships with professional consultants that hold beliefs and values equal to ours. By allowing a team to be assembled for the particular project at hand, Owners benefit with experts who are project oriented and relevant to their unique project needs.

Our proposed collaborative partners while working with the State of Michigan DTMB include:

- **PROJECT LEADER/ARCHITECT OF RECORD:**  
**Kendra C. Thompson Architects, P.C.**  
State of Michigan, Corporation

### Key Personnel:

**\*\*Kendra Thompson, RA Principal Architect**  
803 Cherry Street  
Manistee, MI 49660  
t: 231.723.4195  
e: kt@kendrathompson-architects.com

### Architect:

Phillip J. Hill, RA

- **MECHANICAL & ELECTRICAL ENGINEERING:**  
**Nealis Engineering, Inc.**  
State of Michigan, Corporation

### Key Personnel:

**\*\*Jason VanBrocklin, PE Principal MEP**  
830 Cottageview Dr., Suite 102  
Traverse City, MI 49684  
t: 231.933.0510  
e: jvanbrocklin@nealisengineering.com

### Associates:

**\*\*Doug Radtke, P.E. – MP Director**  
**\*\*Will Huddleston, Staff Engineer EIT - HVAC**  
**\*\*Brenden Ritola, Staff Engineer EIT- Electrical**

- **CIVIL ENGINEERING:**  
• **GFA Engineering, Inc.**  
State of Michigan, Corporation

### Key Personnel:

**\*\*Jennifer Hodges, PE Principal Civil**  
123 Front Street  
Traverse City, MI 49684  
t: 231.946.5874  
e: bboals@gourdiefraser.com

### Senior Project Manager:

**\*\*Joe Williams, PE – Project Engineering Civil**

### Surveying/Geotechnical:

**\*\*Chris Lester, PS – Director of Surveying**

**\*\* Denotes Key Personnel**

- **LANDSCAPE ARCHITECT:**
- **Anita Silverman Landscape Architect**

**Key Personnel:**

**\*\*Anita Silverman, RLA Principal**  
330 West 7<sup>th</sup> Street  
Traverse City, MI 49684  
t: 231.932.1925  
e: acsilverman@charter.net

- **STRUCTURAL ENGINEERING:**
- **Trison Engineering Group, Inc.**  
State of Michigan, Corporation

**Key Personnel:**

**\*\*Jim Edmondson, P.E. Principal Structural**  
112 West Fourteenth Street  
Traverse City, MI 49684  
t: 231.946.1919  
e: jime@trisonengineering.com

- **INTERIOR DESIGN AND FURNITURE  
PROCUREMENT:**

**Interphase Office Interiors, Inc.**  
State of Michigan, Corporation

**Key Personnel:**

**\*\*Megan Blackmer, Interior Designer**  
2636 North Garfield, Suite 32  
Traverse City, MI 49686  
t: 231.941.4454  
e: meganb@interphaseinc.com

**Associates:**

**Keeley-Eagle-Trombley, Interior Director**

**\*\* Denotes Key Personnel**



## Unique Qualities of Project Team

**Kendra Thompson Architect** has a proven track-record of developing successful projects by adhering to one major principle: Development of Relationships.

Through development of positive working relationships, both with Design Team Consultants, Owners, Governmental Agencies and Contractors, we are able to garner a clear understanding of the needs, desires and ability to achieve results. Our work will embed the professional team with the Owner such that we take on the mind-set of,

*“What would we do if this were our building and money.”*

High achievements are made with this very basic concept! It’s a philosophy that we take very seriously and infuse in every action taken. We’ll leave no stone unturned when assisting the Owner in achievement of the project goals.

And,

we do this by having fun... enjoying the new challenges... offering innovative solutions and creativity... thinking outside of the box... engulfing ourselves in the project at hand... making ourselves readily available to the Owner, Contractor and Project Site... and being responsive to the PROJECT NEEDS as it will become our life for its’ duration!

This is what makes **Kendra C. Thompson Architects, P.C.** and our collaborative partners unique from other professional service teams.

The following pages under SECTION II-1 further identifies the unique qualities of the Design Team, including overall Firm Profiles outlining our values in delivery of services and project experience.

*"Quality is not an act,  
....it is a habit."*

**-Aristotle**

**CONTACT:**

Kendra C. Thompson, R.A.

803 Cherry Street

Manistee, MI 49660

t: 231.723.4195

[www.kendrathompson-architects.com](http://www.kendrathompson-architects.com)



**Firm Overview**

*The firm of **Kendra C. Thompson Architects, P.C.**, a woman owned professional corporation, was started in 1990 as a professional architectural firm dedicated to serving clients throughout Michigan by producing quality architecture and planning. Our work is responsive to the social, political and economic reality of our clients; a service that recognizes the user/client as a key partner in the planning, design and construction process. The ultimate objective is to provide for our clients a quality environment in which to live, study, work, worship or play. We do this by translating the client's needs into aesthetically pleasing, cost efficient, responsible architecture.*

*As a general practice firm, our work is diversified and exciting. Each individual client and project is very important to us.*

*As a result, our clients receive personalized dedicated service. We feel this allows the client to truly become an active component in the development of the end project. Owners, Contractors and Construction managers who have worked with us appreciate our specialized attention and concern for producing the best possible project given the client's parameters.*

***Kendra c. Thompson Architects, P.C.** has the ability to work together with other professionals in joint ventures and collaborative efforts to meet the specific project needs. Working together with other professionals allows for the Owner to reap the benefits of having a variety of experts teaming up together while allowing for the advantages of having a regional presence and discernment for the values of the client.*



*"If you think it's  
expensive to hire a professional,  
just wait until you hire an amateur."*  
-Red Adair

### CONTACT:

Jason VanBrocklin, P.E.

1419 Industry Drive

Traverse City, MI 49686

t: 231.933.0510

[www.nealisengineering.com](http://www.nealisengineering.com)



Consumers Energy – Marshall Training Facility



Ludington Library Children's Center

### Firm Overview

Since 1995, **Nealis Engineering** has provided Mechanical, electrical and Plumbing (MEP) engineering services throughout northern Michigan. The company's founder, Gary Nealis, envisioned a firm that was small enough to provide a high level of detail and attentiveness, yet large enough to provide a full complement of services utilizing the latest programs and techniques. His vision was soon realized and continues today under the direction of Jason VanBrocklin, PE.

The primary business of a full-service engineering firm providing architects, developers, and builders with a complete spectrum of plumbing, electrical and mechanical engineering design for the construction industry. We specialize in commercial, institutional and industrial buildings throughout Michigan, and our engineers have extensive construction experience which results in designs that are not only cost-effective – but workable. The staff currently consists of six engineers and designers (three registered Professional Engineers) which allows the capability to handle larger projects but still retain personal handling of smaller projects. **Nealis Engineering** has a large Owner repeat client base that reflects client satisfaction with our work.

Our emphasis has been on providing cost effective solutions that provide value to the Owner and building designs.

Commissioning and designing several LEED accredited buildings has also become an important part of our work. This has included designing new buildings and renovations such as a 40,000SF historic renovation Independent Living project at the Grand Traverse Commons Building 50 and the first Michigan state owned LEED Gold building for the DEQ located in Bay City, Michigan.



*"The whole difference between construction and a creation is exactly this: That a thing constructed can be loved after it is constructed; but a thing created is loved before it exists."*

-C.K. Chesterton

#### CONTACT:

Jennifer Hodges, P.E.

123 Front Street

Traverse City, MI 49684

t: 231.946.5874

www.gfa.com



#### Firm Overview

## Helping you build the future

*Gourdie-Fraser has been providing surveying and civil engineering services across Michigan since 1948—for over 70 years and 100,000 projects. This extensive experience translates into projects designed to your needs, as well as melding into the fabric of your local communities. Our employees cherish client relationships and take pride in our long history and reputation for excellence. Here's looking forward to our next 70 years working with you in Michigan.*

### Civil Engineering

### Structural Engineering

### Land Planning

Wastewater Collection □ Treatment and Disposal  
 Water Supply □ Treatment and Distribution  
 Stormwater Management and Facilities □ Parks and Recreational Facilities  
 Soil Erosion Control Studies/Permitting □ Roads & Bridges  
 Public and Private Road Design □ Marinas, Docks and Coastal Structures  
 Site Development □ Site Selection & Evaluation  
 Land Use and Master Planning □ Zoning Ordinance Assistance  
 Feasibility Studies, Land Use/Zoning Analysis  
 Regulatory Agency Permit Assistance  
 Master Plans □ Recreation Plans □ Wellhead Protection Programs

### Surveying

### Materials Testing &

### Construction Observation

### Operations & Maintenance

Real Estate Surveys □ Reports □ Subdivision Layouts, Platting  
 Condominium Surveys □ Platting □ Topographical Surveys  
 Mapping □ Aerial Mapping □ Boundary Surveys □ Realignment  
 Construction Surveys □ Staking □ Oil & Gas Surveys & Permitting  
 Telecommunication Tower Surveys □ GPS □ GIS  
 Construction Observation □ Soils Testing □ Field Density Testing  
 Concrete Testing □ Bituminous Pavement Testing  
 MDOT Construction Services □ Testing Laboratory

*"If you have a  
garden and a library, you have  
everything you need."*  
-Marcus Tullium Cicero

CONTACT:

Anita Silverman, RLA

330 West 7<sup>th</sup> Street

Traverse City, MI 49684

t: 231.932.1925

[www.anitasilverman.com](http://www.anitasilverman.com)



**Firm Overview**

*Anita Silverman is the leader of a small design firm, herself. For over 25 years a range of projects have come through her doors. They have ranged in complexity, style, public and private work all over Michigan. Anita's passion for all thing flora and fauna are evident in every design created.*

*The primary focus working with individual clients is to develop a landscape that is functional, beautiful and long-lasting and reflects the needs and desires of the Owner and property. A landscape is not stagnant and when designing with a medium that changes with every season, a designer must look to the future and visualize a mature end product. As a landscape architect, Anita designs not only for the current client but also for future generations.*

*The increase in the number of LEED accredited buildings has created a demand for landscapes designed under the LEED standards. Anita has been fortunate to be involved in the landscape design of numerous commercial and residential landscapes that have been LEED accredited. This way of design is not too far off from the thought process and design of pre-LEEDs landscapes. It is her natural instinct to use materials that are sustainable and will thrive in the existing environment.*

*Because of the attention to clients, many cultivated trusting relationships with clients that last well beyond the initial design and installation have been developed. This has led to many additional projects. This enthusiasm for architecture and horticulture has given Anita the opportunity to be a part an exciting and innovative profession.*

*"When I am working on a Problem; I never think about beauty; I only think about how to solve the problem... but when I have finished, if the solution is not beautiful, I know it is wrong."*

**-Buckminster Fuller**

**CONTACT:**

Jim Edmondson, PE

112 W. Fourteenth Street

Traverse City, MI 49684

t: 231.932.9177

jime@trisonengineering.com



Dow Center for Visual Arts – Interlochen, MI



Bay Park Plaza – Traverse City, MI



Traverse City Area Chamber of Commerce

**Firm Overview**

**Trison Engineering Group** is a professional consulting firm providing a full range of quality structural engineering services. All members of the firm are experienced, knowledgeable and highly responsive to the needs of clients. Structural engineering capabilities allow for design and analysis of structural assemblies ranging in size and complexity from small commercial alterations, individual equipment supports to multi-story buildings.

At **Trison**, structural engineers have over 50 years of combined experience in all types of structural projects with a variety of structural materials and methods of construction. Special emphasis is on providing conceptual designs that are thoughtful, imaginative, yet practical and affordable. The firm believes that the best possible solution to a particular engineering need involves an awareness of existing and commonly used systems and techniques combined with a broad base of experience, including the interaction of all the engineering disciplines.

A broad base of experience in design and administration includes commercial, institutional, residential and industrial development projects. The firm has had responsibility for conceptual design, estimating, design development, working drawings, field services and project administration.

**Trison** believes that coordination of the design disciplines during the early stages of a construction project, coupled with timely and competent attention to project details during and especially at the end of the construction period will keep clients satisfied and repeat clients. Placing our client's needs as the first priority for the project, regardless of size, is paramount.

*Creating innovative spaces  
to work, learn, heal, and connect.*

### CONTACT:

Interphase Interiors

2636 Garfield Rd N Suite 32

Traverse City, MI 49686

t: 231.941-4454

[www.interphaseinc.com](http://www.interphaseinc.com)



### Firm Overview

*Interphase Interiors currently is the State of Michigan preferred supplier of interior furnishings under the MiDEAL program for governmental projects. Additionally, commercial, education, healthcare, and hospitality customers benefit with total solutions, from planning and design, through technology, furniture, and ongoing professional services spanning more than 35 years.*

*Interphase Interiors is proud to assist building owners by specifying and procuring interior furnishings that are sustainable, cost-effective, and offer long life-cycle products from ergonomic office furniture, healthcare, hospitality, and education products to fabric, colors, lighting, and floor and wall covering. Our services are designed to give you great spaces!*

**Planning. Design. Product. Technology. Service. Interphase.**

### Project Management

*Creating a beautiful and functional environment can be a complicated, intimidating, and an involved process. Fortunately, our many years of experience and expertise greatly benefits our clients by ensuring all the following bases are covered:*

- *Inventory and assess the condition of existing furniture*
- *Provide full product information and systems planning options*
- *Confirm specifications in accordance with architectural drawings*
- *Establish budgets and offer cost effective solutions*
- *Place orders, verify accuracy and confirm with manufacturers*
- *Negotiate with manufacturers on client's behalf for best prices*
- *Coordinate all details such as dye lots, finish samples, and shop drawings*
- *Field check all dimensions pertaining to interior furnishings and finish materials*
- *Coordinate delivery and supervise installation*
- *Complete final punch list inspection*
- *Arrange follow up maintenance and serviceEvaluate post-occupancy satisfaction of installed furnishings and finishes to verify success*

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## **PART I – TECHNICAL**

### **II-2: Understanding of Project And Tasks**

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## SECTION II-2: Understanding of Project and Tasks

### **UNDERSTANDING OF PROJECT:**

**Kendra Thompson Architect (KTA)** is submitting this Proposal as a Design Professional for the purposes of continuing our role as a PSC providing Indefinite-Service, Indefinite Delivery (**ISID**) for the State of Michigan. As a PSC, we are capable of providing architecture, mechanical and electrical engineering, site and civil engineering, landscape architecture and interior space development/FFE procurement for facility maintenance, alterations and minor State Capital Outlay Projects as overseen by State of Michigan Dept. of Technology, Management and Budget – Design and Construction Division (**MTMB – DCD**). Projects will potentially include minor, emergency and/or routine, and may include other specialized projects as may arise including building alterations, additions, facility upgrades and maintenance projects. It is understood that most projects will be minor in nature and typically be below \$500,000 project cost.

It is understood that, as an **ISID** PSC, we will make ourselves available for the duration of the award and that there is no guarantee of award of an **ISID** contract for work and the design. As **DTMB** determines a project warrants the contracting of professional services, **KTA** will be requested to submit a specific proposal, including fees, for that project. Scope of Work may include all, or portions of, **DTMB**'s Phase 100-700 services.

By submission of this proposal, **KTA** acknowledges that the Design Team has the professional qualifications and demonstrated expertise to complete projects as outlined in the RFQ in compliance with applicable regulations, schedule and budget parameters. The design team of professional firms and consultants have experience in collaboratively providing a well-rounded and comprehensive approach to satisfying client's facility needs. **KTA** will serve as Profession Project Leader and will assume responsibility for all professional services offered by the Design Team. Please refer to SECTION II-1: The Project Team, SECTION II-3: Personnel and APPENDIX: Project Profiles for further information regarding the Design Team's abilities and previous successful relationships.

### **UNDERSTANDING OF TASKS:**

Design Team member firms collectively possess several years of experience servicing a wide variety of clients and facility types. Our expertise is diverse and encompasses projects ranging from simple bathhouse remodeling projects, fishing piers, park trail head development and implementation, public water treatment facilities, to new State of Michigan facilities for DEQ & DLE&G and MDOT-AERO rural/regional airport developments. The Design Team's work is comprehensive and fluent in renovations, as well, as new facilities. Assessment of existing facilities and outlining cost-effective solutions for facility upgrades, maintenance and energy saving techniques is common services in our day-to-day practices.

Previous experience serving as PSC during the most recent ISID contract include:

- DNR Platte River State Fish Hatchery: Electrical Study and Facility Electrical Upgrades
- DNR Platte River State Fish Hatchery: Interpretative Trail Project
- DNR Interlochen State Park: ADA Upgrades at Concession Bldg and Bathrooms
- DNR Pere Marquette State Trail: Wayfinding Sign Project
- DNR Oden State Fish Hatchery: Brood Building Dehumidification Project
- DNR Muskegon State Game Area: Office Renovation & Addition Project
- DNR Muskegon State Game Area: Shop Building & Roofing Projects
- DNR Mio Field Office: Office and Garage Renovation Project
- State of Michigan State Office Bldg, Traverse City: Roofing Project

Additionally, DTMB experience during 2013-2019 ISID PSC contract include:

- DNR Harrietta State Fish Hatchery: Liquid Oxygen Project
- DNR Harrietta State Fish Hatchery: Well Angle Drive Replacement Project
- State of Michigan State Office Bldg, Traverse City: Historic Exterior Rehabilitation Project
- State of Michigan State Office Bldg, Escanaba: Historic Exterior Rehabilitation Project
- MDOC Oaks Correctional Facility: Roofing Projects
- MDOC Oaks Correctional Facility: Boiler & AC Replacement Project
- MDOC Oaks Correctional Facility: Wheelchair Lift Project
- DNR Oden State Fish Hatchery: Dehumidification Project
- DNR Twin Lake Facility: Shop Bldg Improvements and Roofing Project
- MDOC E.C. Brooks Correctional Facility: AC Replacement Project

Design Team members are all located in northwestern Michigan and are uniquely qualified to provide the level of discernment and cost-effective solutions that the area demands. We have a clear understanding of the unique social and economic considerations needed for facilities in the rural areas we serve. Although the Design Team is interested in serving the DCD needs for Professional ISID throughout the State of Michigan, we feel our presence within and our familiarity with the west, north and upper Michigan makes us uniquely qualified to provide timely, knowledgeable and region-based services with an eye to garnering the highest VALUE for the State of Michigan.

Professional services to be provided may include in whole or part, but not be limited to:

***Project Studies and Programming/Needs Assessment***

- Review of Project needs, issues and current conditions
- Development of project programming items, both spatially and environmentally
- Determination and guidance to project viability and need

***Schematic Design Services***

- Conceptual plan development solutions and review/assessment of alternate(s)
- Outlining of potential materials and finishes and determining highest value options
- Projection of probable construction costs

### **Design Development Services**

- Development of the architectural/engineering design(s) solutions
- Identification and development of mechanical/electrical systems
- Selection of materials/finishes and systems providing project appropriate efficiencies
- Probable construction costs review

### **Construction Documents**

- Coordination of disciplines (mechanical, electrical, architectural, site and interiors)
- Documentation of site, landscape, architectural, MEP and interior design requirements
- Material/system determination and specifications
- Probable construction costs review

### **Bidding and Award**

- Assistance in the overall bidding process, including pre-bid meeting with potential contractors
- Development of addendum(s) and response to RFI's as required
- Review, evaluate and recommend award of contract(s) for construction

### **Construction Administration**

- Project administration, including field observation to verify construction compliance w/design intent
- Permitting agency submittals
- Quotation request/change order review, response to RFI's as required
- Review contractor payment requests
- Issuance of substantial completion notice, including punch list development
- Final project close-out documents, including As-Built documentation base on GC input

### **Site Surveying, Geotechnical Testing and Construction Observation**

- Field verification of existing site, including topographic, utilities, built features and relevant data
- Geotechnical testing including soil borings, material determination, hydronic conditions
- Construction material testing and observation to verify compliance with specifications



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## **PART I – TECHNICAL**

### **II-3: Personnel**

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## Section II-3: Organizational Approach

### A Collaborative Partnership

**Kendra C. Thompson Architects (KTA)** proposes to collaborate with colleagues to provide the Owner with a comprehensive, **project-oriented** team of design professionals best suited to meet the demands of the specific project at hand. These partners have been selected to offer the Owner experts with specialize experience relevant to anticipated project needs of the State of Michigan.

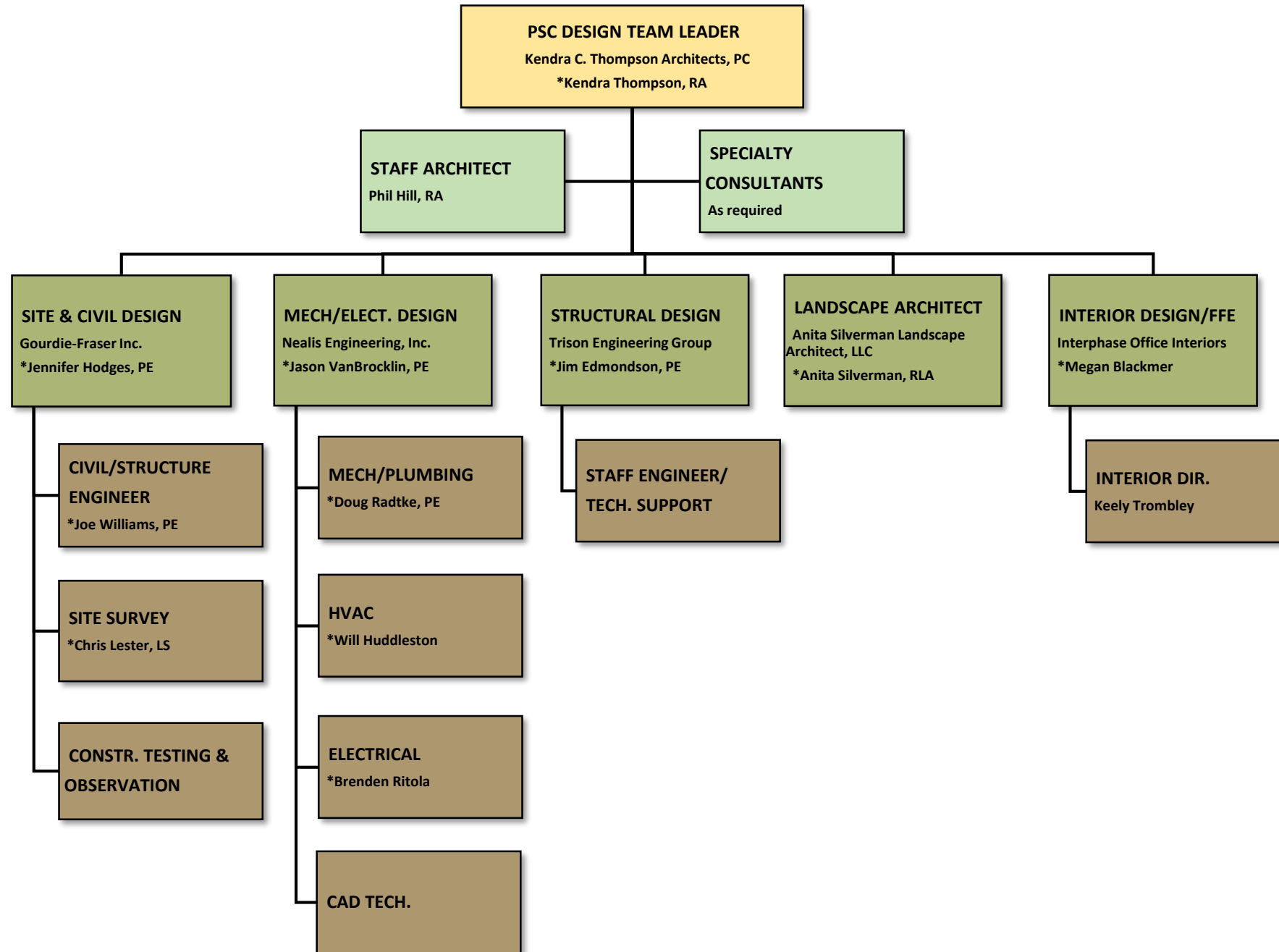
In general, **KTA** will serve as architect-of-record and Project Leader. Project team members, including **Nealis Engineering** – Mechanical/Electrical/Plumbing Engineers, **GFA** - Civil Engineering, **Anita Silverman Landscape Architect**, **Trison Engineering Group** - Structural Engineers and **Interphase Interiors** will provide key roles as required for the particular project at hand. It is understood that not all members will be required to contribute for every project, instead maximizing efforts with those team members most experienced for the relevant project. All team members are available to lend their unique skills as needed.

**KTA** will oversee and coordinate all consultant aspects of the project including MEP, structural and civil engineering, landscape design and interior design/FFE procurement. **KTA** has a proven record of achieving high success for the benefit of the Owner with this project approach.

Firm Profiles are located under Section II-1 of this proposal. Resumes of Key Personnel are located under this section for your review.

The following illustrates the overall organizational structure and interrelationship with the State of Michigan DTMB, State Agencies, Design Professionals and Contractors. Additionally, an Organization Summary illustrating the relationship and communication structure within the Design Team is included under Section II-3.

## SECTION II-3: PROJECT TEAM/RELATIONSHIPS





## Section II-3: Personnel\_\_\_\_\_resumes

### **Resumes – Key Personnel**

The following pages illustrate Key Personnel resumes outlining professional credentials, education, relevant experience and roles:

*"My passion and great*

enjoyment for architecture, and the older I get the more I enjoy it, is because I believe we – architects – can affect the quality of life of people."

-Richard Rogers



Kendra is a registered architect with project experience ranging from multi-million dollar construction projects for national corporations and institutions to her own private practice providing architectural services throughout Michigan for more than 32 years. She is experienced in developing collaborations and consensus building between building owners, construction managers, contractors, government representatives, building officials and community members. Raised in Manistee with over 37 years of in-depth architectural experience, Kendra has extensive knowledge in various project types, a creative & enthusiastic zeal for learning and addressing Owner's building needs and a personal interest in community development success.

**Education:**

*Lawrence Technological University*

- Master of Architecture, 2009
- Certificate Post-Degree Professional Internship, 1989
- Bachelor of Architecture, 1989
- Bachelor of Science in Architecture, 1985

**Professional Registrations:**

*State of Michigan,*

- Registered Architect – 1989 to present
- Certified Interior Designer – 1999 to present

**Affiliations:**

- Member, National Trust for Historic Preservation
- Member, Michigan Preservation Network
- Member, U.S. Green Building Council

**Project Experience:**

- **Northwest Michigan Health Services**, on-going  
Multiple project and on-going services supporting rural health clinics throughout northwest Michigan  
Traverse City, Beulah, Manistee, Shelby – MI
- **West Shore Community College**, on-going  
Facility renovations and improvements including new \$6, and on-going facility planning  
Scottville, Manistee, Ludington – MI
- **Sauble-Elk-Eden Fire Department**, 2022  
New \$2.5 million multi-township fire station, Including department training center.  
Irons, MI
- **Cartier Campground – New Bathhouses**, current  
New north & south bathhouse facilities for City of Ludington Cartier Park  
Ludington, MI
- **MSHDA Senior & Family Housing**, on-going  
Numerous MSHDA developments including senior, supportive & affordable housing units.  
Hart, Shelby, Manistee, Nashville - MI
- **Beaver Island Municipal Airport**, 2014  
New Terminal Facility–MDOT & FAA funded project (with Mead & Hunt, airport engineers)  
Beaver Island, MI
- **Manistee County Blacker Airport**, 2007  
New Terminal Facility, including GA & Commercial MDOT & FAA funded project (with Peckham Engineering, airport engineers)  
Manistee, MI
- **The Historic Vogue Theatre of Manistee**, 2013  
Renovation project for state of the art movie theatre and community program facility  
Manistee, MI



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**Jason A. VanBrocklin, P.E.**  
**Principal-MEP**

**EDUCATION:** Bachelor of Science in Engineering Degree in Electrical Engineering  
The University of Michigan, Ann Arbor, MI. December 1995

Master of Science Degree in Administration  
Central Michigan University, Mount Pleasant, MI. May 2008

Associate of Science Degree  
Northwestern Michigan College, Traverse City, MI. June 1993

**REGISTRATION:** State of Michigan Professional Engineer obtained in October 2002.  
State of North Carolina Professional Engineer obtained in 2016.  
State of Pennsylvania Professional Engineer obtained in 2021.

**MEMBERSHIPS:** National Society and Michigan Society of Professional Engineers since 1997.  
National Fire Protection Association since 2013  
Order of the Engineer since 1995.

**EXPERIENCE:** Since 1995, Jason has been designing, specifying, and managing electrical systems' installation in medical, commercial, educational, industrial, governmental, and residential buildings throughout the State of Michigan and in other states when requested by repeat clients. Beginning in 2005, partial ownership of Nealis Engineering, Inc. was added to his responsibilities, with the process completed in January 2017. Nealis Engineering currently has ten employees and is involved in design work throughout Michigan completing design on approximately 100 projects per year. The projects have ranged in scope from simple improvements and studies to complex facilities.

A sample of recent projects and clients are:

Commercial: Crystal Mountain Resort's Health Club and Spa, and Inn Expansion; Fox Motors – BMW Traverse City; Kalkaska Memorial Hospital's Long-Term Care Addition, Chemotherapy Pharmacy, and Behavior Health; and Wolverine Power Cooperative's New Headquarters, and multiple Service Centers throughout Michigan.

Educational: Several Traverse City Area Public Schools (TCAPS) projects – including their Data Center, Long Lake Elementary, and Central High Athletic Complex; Northwestern Michigan College's (NMC) West Hall Innovation Center, Primary Electric System, Scholars Hall, Osterlin Library and Cafeteria Renovations; Interlochen Center for the Arts Visual Arts, and Dennison Recreation Buildings; and Lake City Schools' Elementary School Additions.

Historical: Charlevoix Public Library; Dilworth Hotel in Boyne City; The Village at Grand Traverse Commons; Garden Theater in Frankfort; and The Vogue Theatre in Manistee.

Municipal: Haring Township, East Jordan, Elk Rapids Fremont, Interlochen State Park, and Honor Wastewater Treatment Facilities; Bear Creek, Harbor Springs, Kalkaska, and Acme Lift Stations Renovations; Union Township Iron Removal Facility; Platte River, Harrietta and Oden State Fish Hatchery Renovations; Sauble-Elk-Eden Townships, Charlevoix Township, and Ludington Fire Stations; Cherry Capital Airport rescue and maintenance buildings; Beaver Island Airport Terminal; and Wexford County Central Dispatch.



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## ***Douglas A. Radtke, P.E.*** ***Project Engineer***

**EDUCATION:** Bachelor of Science Degree in Mechanical Engineering  
Cedarville University, Cedarville, OH – May 2006.

**REGISTRATION:** State of Michigan Professional Engineer obtained in November 2011.

**EXPERIENCE:** Since 2007, Doug has been designing, specifying and managing mechanical and plumbing systems' installation in commercial, institutional, governmental and residential buildings throughout the State of Michigan. Projects include both new construction and renovations, including buildings with historical backgrounds and LEED registered projects.

Mechanical and plumbing systems designed include HVAC ductwork and hydronic piping systems; radiant in-floor/snowmelt systems; geothermal systems; and domestic water, sewer and stormwater systems. This includes the drawing, design, contract administration and specifications of the Mechanical and Plumbing Systems for bidding and installation.

Previous experience included working as a field engineer for an oil-field service company in Wyoming. Duties included the design, implementation, laboratory analysis and troubleshooting of oil and gas well stimulation treatments.

Sample of notable projects:

Commercial: Kirtland Community College 4-Mile Road Campus and Event Center; Mitchell Creek Meadows Nature Preserve Conservation Center; Northwestern Michigan College – West Hall Innovation Center; Dennon Museum Center Addition and Renovations; The Grand Hotel – Laundry Room Renovations; Cordia Senior Living at Grand Traverse Commons; Crystal Mountain Inn Expansion; Kalkaska Memorial Health Center Long-Term Care Expansion; Wolverine Power Cooperative New Headquarters; Chemical Bank Headquarters Renovations and New Branch construction projects; Ludington Library addition; Andersen Eye Surgery Center; Munson Medical Center Out-Patient Lab Renovations; NW Michigan Surgery Center Renovations; Grand Traverse Pie Company at 101 North Park; 630 Lofts at the Grand Traverse Commons (LEED).

Educational: Montessori and Eastern Elementary Schools for Traverse City Area Public Schools (TCAPS); Long Lake Elementary School (LEED); Willow Hill Elementary School Renovations; Interlochen Center for the Arts – Denison Recreation Center; Lake City Public Schools – Middle School/High School Renovation and Addition; East Jordan Public Schools - Classroom HVAC Improvements and Middle School/High School Gymnasium & Locker Room Addition; Harbor Springs Public Schools Boiler Replacement; Kaleva Norman Dixon HVAC Replacement.

Municipal: Boyne City Hall; Grand Traverse County Easling Pool Dehumidification; Grand Traverse County Jail Condensing Unit Replacement; Oden State Fish Hatchery Broodstock Dehumidification; Grand Traverse Metro Fire Department – Station 11 Renovations; Haring Township WWTP; East Jordan WWTP; Bay Harbor WWTP; Manton Iron Removal Facilities; Northport Marina Bath House; Cheboygan Trailhead Facilities.



**nealis**  
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## **Brenden S. Ritola** **Staff Engineer-Electrical**

**EDUCATION:** Bachelor of Science in Engineering - Civil Engineering  
University of Michigan, Ann Arbor, MI. - June 2014

Master of Science in Engineering - Civil Engineering  
University of Michigan, Ann Arbor, MI. – January 2017

Master of Science in Engineering – Electrical Engineering  
University of Michigan, Ann Arbor, MI. – June 2017

**REGISTRATION:** N/A

**MEMBERSHIPS:** Institute of Electrical and Electronics Engineers since 2016

**EXPERIENCE:** Since 2017, Brenden has been designing, specifying, and administrating the electrical systems of commercial, residential, educational, and municipal construction projects. The different aspects that were incorporated into the design of these electrical systems were power distribution, interior and exterior lighting, as well as systems interfacing with fire alarm, clock, telephone, security, access control, sound/intercom, computer/data technology and video systems.

Sample of recently designed projects:

Commercial: Louie's Meats Addition, Fox Motors Subaru Marquette, Wagoner Center, Great Lakes Energy Addition and Renovation, Munson Hospital Grayling Entrance Addition and Interior Alterations, Kalkaska Memorial Health Center Medical Pavilion, Kalkaska Memorial Health Center Chemo Pharmacy, Voelker Brothers Equipment, Infant of Prague Bell Tower & Enclosure Wall, Safe Harbor Credit Union, Fleis & VandenBrink Renovations, Jonkhoff Crematorium

Residential: South Broad Street Commons Apartments, Blue Water Crossing Apartments

Educational: NMC West Hall Innovation Center, Traverse City Area Public Schools (TCAPS) Silver Lake and Courtade Entrance Additions, TCAPS Blair and Westwoods Entrance Additions, TCAPS West Middle School Art Wing Renovations, West Shore Community College, TCAPS Silver Lake Site Lighting, TCAPS Coast Guard Athletic Facility, TCAPS Central Grade Toilets, ICA Pincrest Electrical Service, ICA Stone Hotel Transformer Replacement

Municipal: Platte River Fish Hatchery, Acme Pump Station Generator, Merrill Gorrel Campground Electrical Upgrade, Market Square Park Toilet Building

Computer proficiencies include Revit, AutoCAD, Microsoft Word, Microsoft Excel, Microsoft Outlook, Visual (Lighting Calculations and Rendering), and BSD Speclink.





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## ***Will Huddleston*** ***Staff Engineer-Mech.***

- EDUCATION:** Bachelor of Science Degree in Mechanical Engineering  
Ohio Northern University, Ada, OH – May 2016.
- REGISTRATION:** Passed the Fundamentals of Engineering Exam (Mechanical) – February 2017.
- MEMBERSHIPS:** American Society of Heating, Refrigeration and Air Conditioning Engineers member since 2016.
- EXPERIENCE:** Since 2016, Will has been designing, specifying and managing mechanical and plumbing systems' installation in medical, commercial, educational, governmental and residential buildings throughout the State of Michigan. Projects include both new construction and renovations and have ranged in scope from simple improvements and studies to complex facilities.

Mechanical systems designed include heating, ventilating, air conditioning, hydronic piping, pump systems, radiant in-floor/snowmelt, and gas piping. This includes the drawing, design, contract administration and specifications of the Mechanical Systems for bidding and installation.

### Sample of recent projects:

Commercial: Traverse City Golf and Country Club Clubhouse Addition and Pool; North Channel Outlet; North Bay Produce; State St. Market; Wolverine Power Service Centers throughout Michigan; Boyne District Library; Ludington Fire Hall; East Jordan Ironworks Plumbing; Safe Harbor

Educational: Lake City Elementary and High School Renovations; Cheboygan Schools Woodshop and Welding Lab Renovations; Wexford Missaukee Career Tech Center Renovation; Several Traverse City Area Public Schools (TCAPS) projects including – Courtade and Silver Lake Elementary School Entrance Renovations and Eastern Elementary

Medical: Kalkaska Memorial Health Center Medical Pavilion Addition; Munson Healthcare Cadillac Primary Care Renovation; Munson Healthcare Cadillac Urgent Care; Northwest Michigan Health Services in Traverse City; Munson Health Care Grayling Renovations including the Chair-Based Clinic and Infusion Pharmacy;

Proficient in AutoCAD, Revit, Microsoft Word, Microsoft Excel, Trane 700, ComCheck, and BSD Speclink+.

## Staff Education and Experience Report



Employee Name  
**Jennifer A. Hodges, P.E.**

Title Role on This Service  
**Professional Engineer/  
Principal - Civil Engineer**

Company Name  
GFA (Gourdie-Fraser, Inc.)

Years of Experience  
16 yrs with company

2 yrs with other vendors

Education: degree, year, school (inc. city and state of school)  
Michigan State University, East Lansing, MI – B.S. Civil Engineering 2002

Licenses and Registrations  
2007 Michigan Professional Engineer – License Number 54595

### GENERAL EXPERIENCE AND QUALIFICATIONS

Ms. Hodges has civil engineering expertise in water supply and distribution, wastewater treatment and collection, and roadway design, storm water management, as it relates to municipal engineering projects. Ms. Hodges serves in the capacity of a senior project manager in providing engineering services to numerous governmental and private development clients in the State of Michigan. She is familiar with AASHTO, MMUTCD and MDOT standards and procedures. In addition, she has extensive experience with both regulatory and grant / loan agencies including EGLE, USDA, and MEDC

### SPECIFIC EXPERIENCE

Ongoing Grand Traverse County Board of Public Works (BPW) Grand Traverse County, MI	Jennifer has served as the project manager and lead client contact person for all engineering services for BPW since 2014. Projects include: specification updates, project research, water / sewer contract negotiations, operations review and problem solving, feasibility studies, asset management and inventory assessment, various RFPs, SCADA system evaluations, and plan reviews.
Ongoing Charter Township of Garfield Grand Traverse County, MI	Jennifer has served as the project manager and lead client contact person for all engineering services for Garfield Township since 2012 and prior to that was the primary design engineer for all Garfield projects. Projects include: watermain extensions, water booster stations, special assessment districts, water reliability studies, feasibility studies, sanitary sewer extensions, and sanitary sewer pump stations rehabilitation, asset management, various RFPs, utility, private road and stormwater reviews. She also serves as an overall resource to the planning and zoning administration department.
Ongoing Peninsula Township Grand Traverse County, MI	Jennifer has served as the project manager and lead client contact person for all engineering services for Peninsula Township since 2018 and prior to that was the primary design engineer for all Peninsula projects. Projects include: watermain extensions, water booster stations, special assessment districts, water reliability studies, feasibility studies, sanitary sewer extensions, and sanitary sewer pump stations rehabilitation, asset management, various RFPs, utility, private road and stormwater reviews. She also serves as an overall resource to the planning and zoning administration department.
Ongoing Charter Township of Union Isabella County, MI	Jennifer has served as the project manager and lead client contact person for all engineering services for Union Township since 2017 and prior to that was the primary design engineer for all Union Township projects. Projects include: watermain extensions, water booster stations, special assessment districts, water reliability studies, feasibility studies, sanitary sewer extensions, and sanitary sewer pump stations rehabilitation, asset management, and various RFPs.

## Staff Education and Experience Report



Ongoing Various Type I Water Systems DEQ Mandated Water Reliability Studies	Project manager in charge of all aspects in preparing Michigan Department of Environmental Quality Water Reliability Studies for multiple communities to be completed every 5 years. Studies prepared for Peninsula Township (Grand Traverse County), WATARS Association of Shanty Creek Resort, the City of Onaway, the City of Clare, Charter Township of Union, Central Lake, Charter Township of Garfield, and the City of Cheboygan.
2019 - Present Well, Sewer and Site Grading Upgrades Meadowlane Mobile Home Park, Traverse City, MI	Upgrades to existing water system and sanitary sewer system including cleaning and installation of a new potable well and replacement of a sewer pump station. Scope of services also include site upgrades including culvert replacement, grading plans to improvement storm water management and road improvements. Project Engineer responsible for design, permits, construction administration, oversight and closeout.
2018 - Present Community sewer system and treatment facility Village of Ellsworth Contract: \$9.5 Million	Construction of a new gravity collection system and lagoon treatment facility capable to serve all the residents within the Village. GFA initially competed a sewer feasibility study to determine the most cost-effective method as funded by a MDARD Grant. Project is currently into USDA for loan / grant assistance and construction anticipated to start in 2021. GFA has been involved in public engagement, rate analysis, USDA communication, throughout this process to date. Jennifer is the Project Manager responsible for engineering, easement and property acquisition, construction inspection and closeout.
2018 - Present Sewer System and Treatment Facility Rehabilitation Village of Central Lake Contract: \$1.5 Million	Upgrades to existing system infrastructure including replacement drain field and three (3) pump stations. GFA initially competed a sewer feasibility study to determine the most cost-effective method to upgrade aged infrastructure that is at or near failure as funded by a MDARD Grant. Jennifer is the Project Manager responsible for engineering, permitting, construction administration, construction inspection and closeout. Project is being funded through a USDA Grant / Loan.
2014 - Present  Northwest Infrastructure Project  Charter Township of Garfield  Contract: \$4.5 Million	New 1.0 MGD water ground-based water storage tank includes 1000 square foot building expansion housing three high-service pumps rated 2- @650 gpm and one fire pump at 2500 gpm, existing booster station and storage tank demolition and abandonment and reducing / control valve reconfigurations and installation of over 3 miles of 16" and 12" watermain. Project Manager responsible for engineering, easement acquisition, city contract negotiations, construction inspection and closeout.
2021 Watermain and lead Replacement City of Clare	Engineering services for 2,000 lineal feet of 8" water main by method of open cut.
2021 New Type I Well Charter Township of Union	Engineering services to provide research and investigation to identify a new Type I Water Well Supply. Scope includes parcel research, site evaluation and test well including pumping and hydraulic modeling.

## Staff Education and Experience Report



2019 Water Main and Sewer Main Extension Charter Township of Union	Engineering and construction administration services for 3,500 lineal feet of 12" water main and 2,500 linear feet of 8" sewer main by method of open cut. Project manager responsible for engineering, construction, and inspection.
2019 Iron Removal Facility Upgrades City of Clare	Engineering and construction administration services to provide for the replacement of two (2) 400 GPM Pressure Iron Removal Filters and associated face piping. Project manager responsible for engineering, construction, inspection and loan administration as funded through a USDA Rural Development loan.
2019 Sewer Pump Station Rehabilitation Charter Township of Union Contract: \$1.25 Million	Upgrades to existing to two (2) existing 500 GPM pump stations including wiring, controls, piping, valves and bypass manhole structure waterproofing. Project Engineer responsible for design, permits, construction administration, oversight and closeout.
2018 Treatment System Upgrades Village of Rosebush Contract: \$650,000	Engineering and construction administration services for 4,500 lineal feet of forcemain by method of open cut & directional drill. Project Engineer responsible for engineering, construction inspection and loan administration as funded through a USDA RD Loan.
2017/2018 2017 Water Main Improvements Project Village of Central Lake	Engineering and construction administration services for 5000 lineal feet of 8" water main by method of open cut. Project manager responsible for engineering, construction, inspection and loan administration as funded through a MEDC CDBG Infrastructure Grant.
2016 /2017 2017 Water Main Improvements Project Village of Central Lake Contract: \$950,000	Engineering and construction administration services for 6,000 lineal feet of 8" water main by method of open cut & directional drill; fire hydrants/valves and appurtenances; new water service leads & transfer of existing service leads. Project Manager responsible for engineering, construction inspection and load administration as funded through a MEDC 90% Infrastructure Capacity Enhancement (ICE) Grant.
2016 /2017 2017 Water Main Improvements Project Village of Elberta	Engineering and construction administration services for 500 lineal feet of 8" water main by method of open cut, demolition of existing 100,000-gallon water storage tank, and installation of SCADA system for operation and maintenance of wells and tank. Project manager responsible for engineering, construction, inspection and loan administration as funded through a USDA Rural Development loan.

## Staff Education and Experience Report



2015 Timberlee Well Rehabilitation Charter Township of Elmwood Contract: \$40,000	Project engineer responsible to solicit bids for rehabilitation of wells including cleaning, motor overhaul and rewiring. Work included soliciting bids, selection, working with contractor, and field inspection.
2015 Cedar Run/Harris Road Water Main Extension Charter Township of Garfield Contract: \$250,000.00	Extension of 12" high and 16" low pressure water main including: hydrants, valves & water service leads. Role - Project engineer responsible for design, permitting, contract administration, construction engineering, and inspection services for project.
2014 Zimmerman Road Water Main Extension Charter Township of Garfield Contract: \$190,000.00	Installation of 54,000 LF of 16" water main including hydrants, valves & service leads within the public road right-of-way. Role - Project engineer responsible for design, permitting, contract administration, construction engineering, and inspection services for project.
2014 Lincoln Road/Deerfield Road Water Main Loop Charter Twp. of Union Contract: \$240,000.00	Installation of 13,000 LF of 12" water main within the County road right-of-way; control valve buildings merging two pressure districts together for reliability. Role - Project engineer responsible for Design, permitting, contract administration, construction engineering, and inspection services for project.
2014 New Wastewater Treatment System Construction Tuscarora Township Contract: \$77,000.00	Provide engineering, design documents, construction engineering, and contract administration for a new wastewater treatment facility and collection system, including: Headworks Building; Aero-Mod Package Plant; Associated Site Work and 39,000 SF rapid infiltration basins and collection system.



## STAFF EDUCATION & EXPERIENCE REPORT

EMPLOYEE NAME	COMPANY TITLE	PROJECT TITLE
Joseph D. Williams, PE	Project Manager	Project Engineer / Manager
COMPANY NAME	EXPERIENCE	
Gourdie-Fraser, Inc.	Years with GFA: 7	Years with Others: 2
EDUCATION	SCHOOL	YEAR
Bachelor of Science in Civil Engineering	Western Michigan University - Kalamazoo, MI	2015
LICENSES, REGISTRATIONS & CERTIFICATIONS		

Michigan Professional Engineers License	MDOT HMA Paving Operations Certification
MDOT Certified Office Technician	ACI Concrete Field Testing Technician G1
MCA Concrete Field Testing Technician	EGLE Certified Storm Water Operator Certification
MDOT Certified Aggregate Technician Level II	EGLE Soil Erosion and Sedimentation Control Plan & Design Certification
MDOT Certified Density Technician	Field Manager Training
MDOT Prevailing Wage Training	
Nuclear Gauge Operation	

## GENERAL EXPERIENCE & QUALIFICATIONS

Mr. Williams has civil expertise in roadway design, public utility design, and construction engineering, as it relates to municipal engineering, transportation, and private development projects. He serves in the capacity of a design engineer, project manager, and client representative in providing engineering services to several governmental and private development clients across the state of Michigan. He is versed in AASHTO and MDOT standards and procedures, Field Book, Field Manager, MERL, Roadsoft, MDOT Prevailing Wage, MDOT Documentation, Material Acceptance Procedures, ProjectWise, and has implemented in design of numerous unique roadway design projects. In 2015 he began working full time for GFA as a design engineer, while also assisting in construction engineering, permitting, and utility coordination. Over the past 7 years Mr. Williams has completed and overseen numerous MDOT Local Agency projects, as well as MDOT Full CE projects across northern Michigan. Joe will serve as the GFA representative and oversee the completion of any/all Design or Construction Engineering tasks under the supervision of the Road Commission. Mr. Williams has provided similar services on countless miles of County and State trunkline over the past 7 years, including many LAP projects and MDOT Construction Engineering projects in the North Region.

## SPECIFIC EXPERIENCE

Project: Esch Road Reconstruction		Location: Benzie County, MI
<b>MDOT Project ID</b>	CS 10000 - JN 210993	<b>Project Manager</b> for 1.34 miles of HMA crushing, shaping, aggregate base, HMA paving, pavement marking design, sign upgrades, street side parking additions, and restoration work in Benzie County, MI. Provided the engineering design and performed all Office Technician duties, coordinated progress meetings, maintained communication with the MDOT Project Manager, ensured contractor payments, and managed field inspectors for the project.
<b>Project Dates</b>	September - October 2022	
<b>Vendor Role</b>	Prime	
<b>MDOT TSC</b>	Traverse City TSC	
<b>Client</b>	Benzie County RC	
<b>Client Contact</b>	Matt Skeels	
<b>Client Phone</b>	231-325-3051	
<b>Construction Cost</b>	\$596,965	
<b>Service Budget</b>	N/A	
Project: Maple City Highway		Location: Benzie County, MI
<b>MDOT Project ID</b>	CS 10000 - JN 215049A	<b>Project Manager</b> for project involving 3.03 miles of HMA overlay, gravel shoulders, pavement markings, guardrail adjustments and upgrades, and restoration in Benzie County, MI. Provided the engineering design and performed all Project Management, Office Technician duties, coordinated progress meetings, maintained communication with the Client, ensured contractor prompt payments, material approvals and managed field inspectors for the project.
<b>Project Dates</b>	September 2022	
<b>Vendor Role</b>	Prime	
<b>MDOT TSC</b>	Traverse City TSC	
<b>Client</b>	Benzie County RC	
<b>Client Contact</b>	Matt Skeels	
<b>Client Phone</b>	231-325-3051	
<b>Construction Cost</b>	\$525,085	
<b>Service Budget</b>	\$15,953	

(Continued)



## SPECIFIC EXPERIENCE

Project: US-31, US0131, US-72 Curve Signing		Location: Multiple Counties, MI
<b>MDOT Project ID</b>	CS 10000 - JN 209094	<b>Project Manager</b> for approximately 15.21 miles of curve signing upgrades on US-31, M-72, M-65, and US-131BR in Wexford, Iosco and Grand Traverse Counties. Performed all Office Technician duties, coordinated progress meetings, maintained communication with the MDOT Project Manager, ensured contractor payments, and managed field inspectors for the project.
<b>Project Dates</b>	January - May 2021	
<b>Vendor Role</b>	Full CE (as-needed contract)	
<b>MDOT TSC</b>	Traverse City TSC	
<b>Client</b>	MDOT	
<b>Client Contact</b>	Melzar Coulter	
<b>Client Phone</b>	231-941-1986	
<b>Construction Cost</b>	\$137,015	
<b>Service Budget</b>	N/A	
Project: MDOT - Iron Belle Trail - Cradle of Forestry Interpretive Trail		Location: Roscommon, MI
<b>MDOT Project ID</b>	CS 20000 - JN 209018A	<b>Project Manager</b> for approximately 2.53 miles of shared use path, signing upgrades, grading, ADA ramps, HMA paving and drainage improvements in Crawford County. Project involved both MDOT and DNR funding sources necessitating comprehensive stakeholder coordination. Assisted and oversaw all Office Technician duties, coordinated progress meetings, maintained communication with the MDOT Project Manager, ensured contractor payments, and managed field inspectors.
<b>Project Dates</b>	January - August 2021	
<b>Vendor Role</b>	Full CE	
<b>MDOT TSC</b>	Gaylord TSC	
<b>Client</b>	MDOT	
<b>Client Contact</b>	Jon Kramer	
<b>Client Phone</b>	989-464-2154	
<b>Construction Cost</b>	\$656,934	
<b>Service Budget</b>	\$104,597	
Project: Bellmer Road Reconstruction		Location: Multiple Counties, MI
<b>MDOT Project ID</b>	NA	<b>Project Manager</b> for approximately 0.51 miles of road upgrade from historically gravel road to paved, county design standards including trenching, crown corrections, gravel base, geosynthetics, drainage improvements, and HMA paving. This county local road has historically been used as a haul route from a nearby pit and required a thorough pavement design to account for future traffic and heavy loading.
<b>Project Dates</b>	Ongoing	
<b>Vendor Role</b>	Design Engineer	
<b>MDOT TSC</b>	NA	
<b>Client</b>	Emmet County RC	
<b>Client Contact</b>	Brent Shank, PE	
<b>Client Phone</b>	231-347-7643	
<b>Construction Cost</b>	TBD	
<b>Service Budget</b>	\$25,000	
Project: M-55 / US 31 Delineation		Location: Multiple County, MI
<b>MDOT Project ID</b>	CS 51021 - JN 201952	<b>Project Manager</b> for approximately 75.24 miles of non-freeway delineator removal and installation on various routes, Grand Traverse, Leelanau and Wexford Counties. Performed all Office Technician duties, coordinated progress meetings, maintained communication with the MDOT Project Manager, ensured contractor payments, and managed field inspectors for the project.
<b>Project Dates</b>	August - October 2021	
<b>Vendor Role</b>	Full CE (as-needed contract)	
<b>MDOT TSC</b>	Traverse City TSC	
<b>Client</b>	MDOT	
<b>Client Contact</b>	Melzar Coulter	
<b>Client Phone</b>	231-941-1986	
<b>Construction Cost</b>	\$137,340	
<b>Service Budget</b>	\$248,966	





COMPANY NAME	YEARS OF EXPERIENCE
Gourdie-Fraser	<u>9</u> with company <u>18</u> with other consultant/vendors

EDUCATION: DEGREE, YEAR, SCHOOL (inc. city and state of school)

Bachelor of Science, Land Surveying, 1994, Michigan Technological University, Houghton, MI  
Bachelor of Science, Zoology, 1992, Michigan State University, East Lansing, MI

LICENSES AND REGISTRATIONS (type, year, state, number)

Michigan-Professional Surveyor #45501, Indiana-Professional Surveyor #LS21500004, SAME Training Professional Qualifications: Member: (President) of Michigan Society of Professional Surveyors, Northern Chapter MSPS, Indiana Society of Professional Land Surveyors, National Society of Professional Surveyors, Society of American Military Engineers (SAME), and International Right of Way Association

## SPECIFIC EXPERIENCE

YEAR / MDOT EVALUATION	PROJECT I.D.	ROLE AND DESCRIPTION OF SERVICE
2017 / 9.45	MDOT – US-31: From 800' west of US31/M37 intersection at Chums Corner in Blair Twp. to 700' west of Cherry Growers in Green Lake Twp., both in Grand Traverse County CS28011-JN124027 (\$71,798.19), 128971PE (\$52,794.68), 131654PE \$46415.58) Contact: Ray Kihn <a href="mailto:kihnr@michigan.gov">kihnr@michigan.gov</a> Survey: Road Design, Right-of-Way	Mr. Lester was Project Surveyor, providing supervision of project and QA/QC. MDOT ROW, road design, and topographic survey. GFA provided topographical mapping, terrain mapping, legal and construction alignments, ROW determination, and a drainage structure inventory (46 culverts) for US31. Mapping was done 10' outside of the ROW line on both sides of the US-31 centerline. The project included the survey of approximately 11,710 lineal feet of US-31 with an additional 2,300 lineal feet of side streets and 4250 lineal feet of railroad. This project required over two miles of differential leveling. Two existing primary control points were tied into and two additional primary control points were established.
2017 / 9.18	MDOT- US-31: Murchie Bridge to M-72, Grand Traverse and Leelanau County, City of Traverse City and Elmwood Township (CS28013-JN132909 00) / (Contract Amount: \$190,556.50) Contact: Ray Kihn <a href="mailto:kihnr@michigan.gov">kihnr@michigan.gov</a>	Mr. Lester was Project Surveyor, providing supervision of project and QA/QC. MDOT right-of-way and road design. Gourdie-Fraser provided topographical mapping, terrain mapping, legal alignment, right-of-way determination, and a drainage structure inventory (401 STMH, CB, Culverts and 98 SMH and 98 misc) for US-31. Mapping was done to the right-of-way of US-31. The project included the survey of approximately 9800 lineal feet of US-31. This project required 3.7 miles of differential leveling. Seven existing primary control points were tied into for this project.
2016 / 9.17	MDOT- US-8: Road Design Survey over Menominee River, Dickinson/ Marinette (Wisconsin) County, Norway/ Niagra Township (CS B02 of 22051-JN119042D) / (Contract Amount: \$62,158.11) Contact: Brad Fish <a href="mailto:FishB4@michigan.gov">FishB4@michigan.gov</a>	Mr. Lester was Project Surveyor, providing supervision of project and QA/QC. MDOT right-of-way, road design, hydrographic and topographic survey. Gourdie-Fraser provided topographical mapping, hydrographic mapping, terrain mapping, legal and construction alignments, right-of-way determination, and a drainage structure inventory (6 Culverts) for US-8. Mapping was done 100 feet each side of the centerline of US-8. The project included the survey of approximately 600 lineal feet of US-8. Three-Dimensional laser scanning was utilized for collecting data on the bridge deck. Gourdie-Fraser performed differential leveling to densify existing MDOT control for laser scanning and hydrographic soundings for the US-8 bridge.





2016 / 9.65	MDOT- I-75 BUSINESS LOOP: 3 Mile Road Overpass to 10 <sup>th</sup> Avenue, Sault Ste. Marie Twp., Chippewa County (CS17032-JN110907C) / (Contract Amount: \$251,149.79) Contact: Mike Barger <a href="mailto:bargerM@michigan.gov">bargerM@michigan.gov</a>	Mr. Lester was Project Surveyor, providing supervision of project and QA/QC. MDOT right-of-way, road design and topographic survey. Gourdie-Fraser provided topographical mapping, terrain mapping, legal and construction alignments, right-of-way determination, and a drainage structure inventory (359 STMH, CB, Culverts and 113 SMH) for I-75 BL. Mapping was done to the ROW of I-75 BL. The project included the survey of approximately 15500 lf of I-75, with an additional 5300 lineal feet of side roads. Three-Dimensional laser scanning was utilized for collecting data on the intersections. This project required 4.4 miles of differential leveling. Twelve existing primary control points were tied into and three additional primary control points were established.
2016 / 9.33	MDOT- US-31: M-115 to the Betsie River, Benzie County, Benzonia/ Homestead Township (CS10031-JN126968 00) / (Contract Amount: \$104,021.69) Contact: Ray Kihn <a href="mailto:kihnR@michigan.gov">kihnR@michigan.gov</a>	Mr. Lester was Project Surveyor, providing supervision of project and QA/QC. MDOT right-of-way, road design, and topographic survey. Gourdie-Fraser provided topographical mapping, terrain mapping, legal and construction alignments, right-of-way determination, and a drainage structure inventory (34 STMH and 35 Culverts) for US-31. The project included the survey of ± 7900 lineal feet of US-31 with an additional 1600 lineal feet of side streets. This project required 2.6 miles of differential leveling. Six existing primary control points were tied into for this project.
2015 / 8.90	MI Dept. of Transportation MDOT JN128816 00 / CS 20022 As needed design survey services for road and right of way survey for four intersections along M-72 east of Grayling, Crawford Co., MI Contract Amount: \$75,545.18 Contact: Tom Bogren <a href="mailto:bogren@michigan.gov">bogren@michigan.gov</a> and Ray Kihn <a href="mailto:kihnR@michigan.gov">kihnR@michigan.gov</a>	Mr. Lester was Project Surveyor, providing supervision of project and QA/QC. Gourdie-Fraser provided legal alignment and right of way and topographical mapping and terrain mapping, and a drainage structure inventory (12 Culverts) for M-72. The project included 8200 lf of planimetric mapping of five intersections of Crawford county roads with M-72 (6200 lf M-72 and 2000 lf of intersecting side roads). This project was located within portions of Sections 11,12,13,14, T26N, R3W, and Sections 7,8,17,18, T26N, R2W, Grayling Township, Crawford Co., MI
2015 / 9.06	MI Dept. of Transportation MDOT JN 127638C / CS 17011 As needed design survey services for road and hydraulics survey for M-123 over Black Creek, Chippewa County Contract Amount: \$35,091.14 Contact: Tom Bogren <a href="mailto:bogrenT@michigan.gov">bogrenT@michigan.gov</a>	Mr. Lester was Project Surveyor, providing supervision of project and QA/QC. Gourdie-Fraser provided topographical mapping, terrain mapping, non-legal alignment, right-of-way determination, a drainage structure inventory (31 Culverts) and a hydraulics survey for M-123 from 500' both sides of the dual culverts at Black Creek and 100' both sides of M-123 centerline. The project included the survey of approximately 1000 lineal feet of M-123. This project was located within portions of Section 3, Township 48 North, Range 6 West, Whitefish Twp., Chippewa Co., MI.
2015 / 9.0	MDOT JN115775C /CS49026 I-75BL Grondin Road to N Mackinac Lane, St. Ignace, Mackinac County Road Design Survey Contract Amount: \$68,868.78 Contact: Mike Barger, <a href="mailto:BargerM@michigan.gov">BargerM@michigan.gov</a>	Project Surveyor providing QA/QC. Gourdie-Fraser provided topographical mapping for I-75BL from Grondin Road to North Mackinac Lane, Mackinac County, Michigan. This survey involved approximately 5800 feet of planimetric mapping of a 4-lane urban highway, along with 2100' of intersecting side streets. Digital Terrain Modeling was required, along with storm - sanitary sewer connectivity. Drainage structure inventory (41 Culverts, 34 CB, 16 STMH, 41 SMH and 6 misc).



Anita is a Landscape Architect, establishing her business in Northern Michigan in 1997. Prior to moving to the Grand Traverse region, she worked for two prominent Landscape Architecture firms in Chicago. Her experience encompassed landscape site planning, urban design, institutional master plans, zoological design and residential landscape design. Since locating in Northern Michigan she has been involved in a variety of projects including the public and private sector – educational facilities, village streetscapes, local government buildings, private office buildings, public parks, site planning for multi-family housing and residential landscape design.

**Education:**

*Michigan State University*

▫ B.S. in Landscape Architecture, 1992

*Northwestern Michigan College*

▫ A.S. in Drafting & Design Technology, 1984

**Professional Registrations:**

*State of Michigan,*

▫ Landscape Architect – 1995 to present

**Project Experience:**

▫ ***Ludington District Library***

Ludington, MI –

The landscape development plans and construction documents were developed for a front entry sculpture plaza and an outdoor activity area for child play and group activities.

Contact: Bob Dickson, Director  
(231)843.8465

▫ ***Bay Area Transportation Authority***

Traverse City, MI –

Design of landscape conceptual plans through construction documents were completed for the remodel of the BATA Cass Street facility.

Contact: Carrie Thompson, Bus. Dir., BATA  
(231)933.5534

▫ ***Grand Traverse County Health Department***

Traverse City, MI –

Landscape conceptual plans through construction documents were prepared for a new facility for the Grand Traverse County Health department. This landscape was designed to be LEED certified using all native plant material, storm drainage planted areas and minimal irrigation.

Contact: Ray Kendra, Environment Architects  
(231)946.3627

▫ ***Northwestern Bank New Branch***

Suttons Bay, MI -

This building and landscape was designed under the LEED criteria and was recently LEED certified. The landscape was designed to keep water requirements as minimal as possible by using native and drought tolerant plant varieties. A drip irrigation system was designed and installed to assist the establishment of the new planting with the intent of using the system on an as needed basis.

Ms. Silverman has completed landscape design and construction oversight for seven Northwestern Bank branches in Norwest Michigan.

Contact: Bruce Byl, Real Estate Projects, NWB  
(231)313.2660



Jim is President & Principal Project Engineer for Trison Engineering Group, Inc. He has over twenty years of experience in the design and production of construction documents for a wide variety of structural engineering projects, including commercial, residential, industrial and institutional facilities. As President, Jim is responsible for the over-all administration and direction of all professional services provided to all clients. Responsibilities also include project management coordination, direction of business development and strategic planning, along with providing quality assurance/quality control of all projects.



**Education:**

- Michigan Technological University*
  - Bachelor of Science, Civil Engineering

**Professional Registrations:**

- State of Michigan,*
  - Registered Professional Engineer
- State of Indiana,*
  - Registered Professional Engineer
- State of Minnesota,*
  - Registered Professional Engineer
- State of Missouri,*
  - Registered Professional Engineer

**Affiliations:**

- National Society of Professional Engineers, member
- Michigan Society of Professional Engineers, member
- Knights of Columbus, member

**Project Experience:**

- **Commercial Projects:**
  - Detroit Red Wings Training Camp Facility, Centre Ice Arena – Traverse City, MI
  - TBA Credit Union, Traverse City headquarters
  - The Franklin, new commercial building – Traverse City, MI
  - Bay Park Plaza, new office complex- Traverse city, MI
  - Right Brain Brewery, renovation project – Bellaire, MI
  - Traverse Area Chamber of Commerce, new Facility – Traverse City, MI
  - Holiday Inn Express, new hotels – Ludington & Petoskey, MI
- **Institutional Projects:**
  - ICA Bridge Replacement, Interlochen
  - G2S Academy, new 6-12<sup>th</sup> grade public school
    - Scottville, MI
  - Calvin College Pedestrian Walkway, Grand Rapids, MI
  - Dow Center for Visual Arts, new facility for Interlochen Center for Arts
  - TCAPS Long Lake Elementary, new school – Traverse City, MI



Megan joined Interphase Interiors in 2007 at their Grand Rapids headquarters. Later in 2008 she transferred to Interphase's northern branch in her hometown of Traverse City, Michigan. Megan has worked in healthcare, corporate, hospitality, education and government design projects. She specializes in offering creative space planning solutions, excellent communication skills, and a strong desire to produce efficient, pleasing environments for all clients. Megan has a passion for historical preservation and restoration projects. She is able to affectively evaluate a space to meet the client's needs as well as function on a higher level of efficiency.



**Education:**

*Michigan State University*

- Bachelor of Arts Degree, Interior Design, 2006

**Affiliations:**

- Member, Traverse City Young Professionals 2008 to Present
- Member, Michigan Historic Preservation Network
- Member of the Traverse City Historical Society

**Project Experience:**

- **Northwest Michigan Health Services**  
Major renovations to medical & dental clinics  
Traverse City and Shelby Clinic, MI
- **City of Ludington New Fire Station**  
New City fire station and training facility  
Ludington, MI
- **Beaver Island Airport,**  
New Terminal Building  
Beaver Island, MI
- **Manistee County Blacker Airport,**  
New Terminal Building  
Manistee, MI
- **Ludington District Library,**  
New Keith Wilson Children's Center  
and Renovation Project  
Ludington, MI
- **Gerrish-Higgins School District**  
High School Library Renovation  
Roscommon, MI
- **Pere Marquette Township Government Center,**  
Office Renovation Project  
Ludington, MI
- **First Community Bank,**  
Traverse City Branch Renovation/Remodel Project  
Traverse City, MI
- **Turtle Creek Casino**  
VIP Lounge Renovation Project  
Williamsburg, MI
- **Traverse City Capital Airport**  
Airport Café Renovation  
Traverse City, MI

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## **PART I – TECHNICAL**

### **II-4: Management Summary, Work Plan and Schedule**

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## SECTION II-4: Project Approach

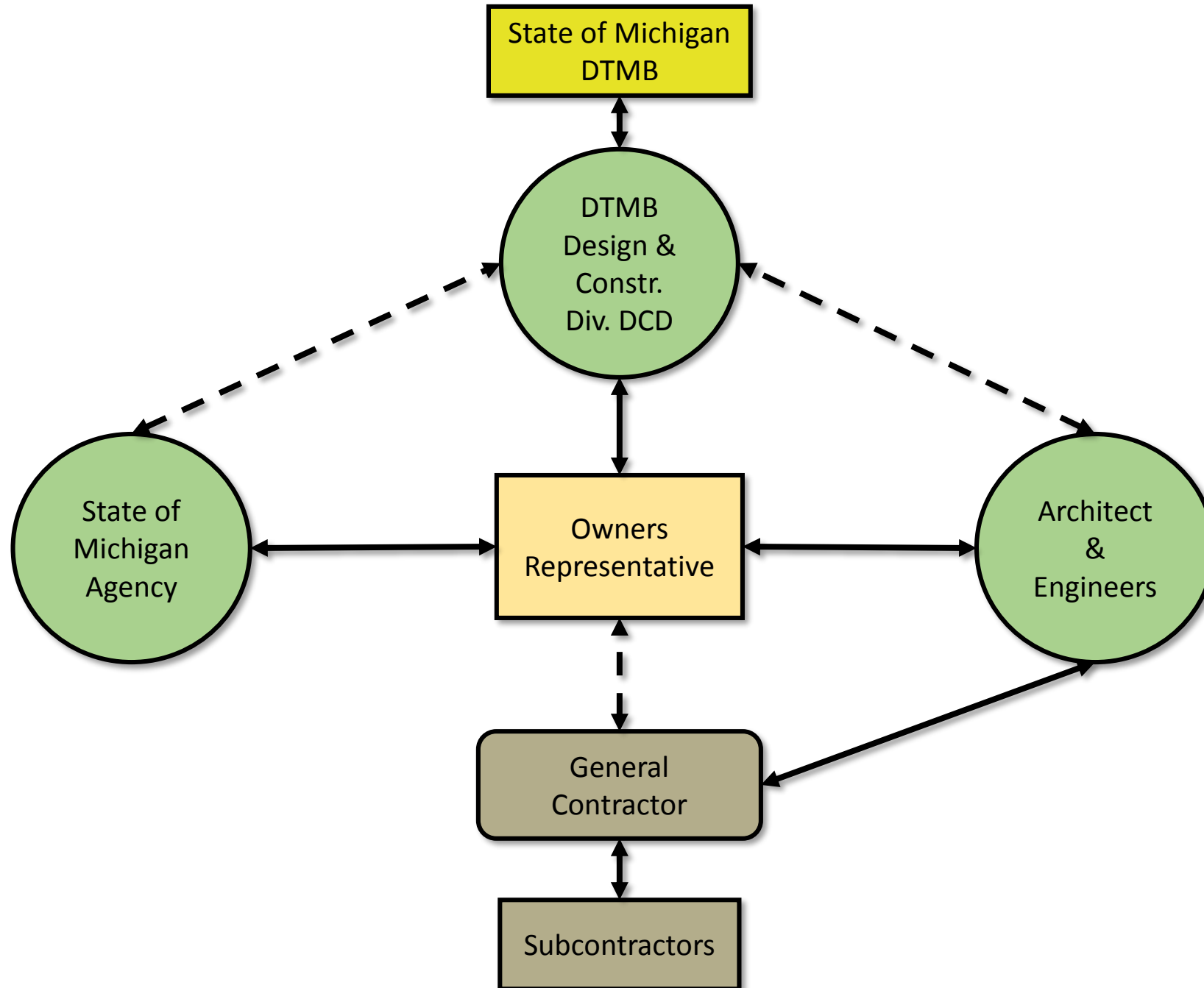
**Kendra Thompson Architect** considers the development process for community facilities unique, especially when funding is from the citizens of the community and taxpayer funds. This is even more applicable when grant funding supports the development. When multiple government and institutional organizations are involved, the process becomes even more challenging. We foresee these complexities, and how the relationships between all parties are developed, as *the most significant* contributor to success or failure.

The approach that the **KTA** team will use is focused on unity and consensus building. This will be necessary at both a macro- and micro- level: Macro- in garnering State of Michigan DTMB support, including the State of Michigan Agency users and operators providing services and facilities to communities; Micro- in garnering support from government partners, effected agencies, and local communities and governing entities.

**KTA** has a proven record of success in this and is reflected in our involvement with projects such as *The West Shore Community College – Manistee Campus Center* a recently completed project in downtown Manistee providing a catalyst for economic development in the community. This project was a collaborative effort with WSCC partnerships including Manistee Area Chamber of Commerce, Michigan Works, Manistee County Community Foundation and other community-based organizations. A similar level of collaboration while recognizing the individual authority jurisdictional responsibilities was serving as the design professionals for both the *Beaver Island Township Airport* and the *Manistee County Blacker Airport* where new terminal building projects were collaborations with airport engineers and had governing oversight from the local airport authority, county officials, FAA, MDOT, TSA, as well as needing support of the local community for public favorability; new facilities for *Sauble-Elk-Eden Township Fire Department* where three separate township fire stations collaborated to form one comprehensive facility to better serve the community emergency and rescue needs; and multiple improvements including renovations and additions for *Northwest Michigan Health Services*, a rural health care provider of with six facilities throughout northwest Michigan providing medical, dental and behavioral health services. Listening, understanding and responding with architectural and engineering solutions meeting client's expectations and are positively received is essential.

The following diagram reflects our Project Approach to the interrelationship between the State of Michigan DTMB, State Agency(s), the design professional team and contractors. Although we recognize that each project may require specialized communication and authority avenues, these are provided to illustrate our general understanding of the relationships. We anticipate that, prior to commencement of professional services, all parties will engage in conversation and consensus of the appropriate flow of communication and authority relevant to the particular project.

Following this, you will see our efforts at developing a conceptual Work Plan for a hypothetical project for a State of Michigan agency. As we proceed in providing professional design services, discussions will be required at the onset of professional services to better define the overall approach as most appropriate for the particular project.







## SECTION II-4:

### Constructability and Quality Control Philosophy\_\_\_\_\_

Our approach to quality control is infused in the very way we structure our work: Development of collaborative partners dedicated to delivering their independent expertise, creativity and technical knowledge for the success of the project. **Kendra C. Thompson Architects** aligns with partners who share similar values, ethics, work approaches and humbleness. Each partner is recognized for their unique expertise and is held responsible for performance.

This unique collaborative approach provides great benefits to the Owner. Because the individual partners all come from various working environments and project experience with a multitude of other professionals, we collectively are able to reap the benefits of continuously being made aware of ways to develop better projects, learn different product applications and construction techniques, develop more efficient and cost-effective solutions, avoid pitfalls and provide the Owner with higher value options. This approach allows us to continuously develop fresh approaches based on the wide-ranging project experiences of all partners.

Additionally, because our partners are all small business owners themselves, each and every project is critical to their business success; each partner requires success of the project for the survival of their organization. Together, we take on the mindset of “We do whatever it takes to succeed in having a satisfied Owner.” We feel the Owner wins the true benefit of our collaborative approach.

Because good quality control measures are more than simply infused in the process, the following highlights some of our established and deliberate quality control measures throughout the process:

#### **Schematic Design Phase:**

- Clear establishment of design program, parameters and budget
- Review of design concepts through use of expert partners
- Collaboration w Project Team in development of realistic schedule & budgets

#### **Design Development Phase:**

- Open communication w/governing officials early in the process to gain consensus with Code requirements
- Regular Project meetings to communicate and coordinate architectural & engineering efforts
- Interaction with vendors and material suppliers to assure proper development of materials and systems prior to advancing with detail & specification development

#### **Construction Document Phase:**

- Continuous review of all disciplines by multiple partners allows for higher level of ongoing quality control for establishing best practices in design development & specifications
- Dedicated full discipline review at mid-point and 95% completion stages
- Final coordination prior to completion at 1 week prior to deliverable date



**Bidding/Award Phase:**

- Constant interaction with Project Team allows for clear understanding of documents
- Conduct Pre-Bid Meeting with potential bidders and trade contractors to clearly define project scope and expectations
- Conduct Post-bid interviews to determine that the scope of work was clearly defined and understood by successful bidder
- Determine qualifications to perform of successful bidder prior to recommendation to award

**Contract Administration Phase:**

- Participation in construction meetings to offer availability for questions and to allow constant determination of construction conformance with the design intent
- Through frequent site presence, concerns are addressed early and acceptable solutions are incorporated into the process
- Representing mutual respect for all tradesmen results in higher quality workmanship and recommendations for better construction methods

**Project Close-Out Phase**

- Jointly review project for punch-list items with Contractor(s) and Owner
- Develop specifications that require Owner training on systems, operational requirements and maintenance techniques

**Post-Occupancy**

- Employing the principles of developing positive relationship building with the Owner, we are generally kept abreast and are able to address issues that may arise after occupancy
- Depending on the project, we often schedule a 9-month walk-through with the Owner to address any items with 12-month warranty and make arrangements for corrective action
- Observation of Owner use and reviews allows us to develop better practices for future projects



## SECTION II-4: Preliminary Work Plan

### STATE OF MICHIGAN MINOR STATE CAPITAL OUTLAY PROJECTS

The following proposed Work Plan is developed in conceptual detail to reflect the overall project phases of professional design services and contract administration through project close-out. This Work Plan has been structured with **KTA's** recommended activities and approach. While this format and scope have worked well on other agency-based projects, please be assured that we would customize this Work Plan to be responsive to the project's particular needs.

The format of this Work Plan organizes activities (tasks) under a broad heading underlined; the tasks under each title lead to a Client Meeting where the work products are reviewed by the State of Michigan, and in some cases—when appropriate—the public. When reference is made to “Design Team”, we include collaborative partners as part of this team providing input and support as appropriate.

#### **A. PHASE 100 – STUDY PHASE**

The overall success of this project would depend upon a collective vision that describes the best possible solutions for the State of Michigan DTMB, State Agency(s), the community being served, users and providers. The articulation of service goals for the Project leads to an understanding of the needs, which in turn directs the thinking of the Project Team as we consider the other strategic issues facing the project (costing options, users, provider's, future needs, etc.). The Design Team's initial efforts will focus on learning about the Project goals as we begin to work toward achieving a collective vision. The deliverables for this phase of services will be a Study Report outlining the Project existing condition(s), needs, recommendations in providing solutions. Conceptually, efforts for the Study Phase will be as follows:

##### ***Task 101: Project Kick-Off Meeting***

Prior to commencing efforts for the Project, a clear and agreeable project approach must be developed. This will include defining responsibilities, line of authority between all parties, establishment of Key Personnel of both the Design Team and State of Michigan, outline dissemination of information and communication of such, definition of scope of work, establishment of milestone schedule and other relevant project logistical elements that will lead to positive solutions for the project.

**Deliverables:** PROJECT TEAM ORGANIZATION OUTLINE,  
PROJECT TASKS and MILSTONE SCHEDULE

**Task 102-103: Research and Analysis of Project**

Design Team, working with the input of the State Agency, will review relevant information, gather existing conditions as needed, conduct an on-site investigation as appropriate, review past reports and studies, assess long-range plan of service documents, gather pertinent insight to needs through various avenues as available including user surveys that may be available, review relevant local demographic data and projections, projections from regional planning authorities and applicable current comprehensive plans from effected municipalities, and any other information that will garner better insight to the past conditions, current situation and projected needs. Based on the research and data collected, the Design Team will analyze the information and develop a Study Report.

Progress during the Research, Analysis and Study Report will be reviewed with the Project Team (DTMB, State Agency, others as defined in Task 101) at intervals appropriate and defined in the Milestone Schedule, but minimally at 50% and 90% completion to garner input and review comments.

**Deliverables: DRAFT STUDY REPORT – 50% and 90% completion**

**Task 110: Presentation of Study Report**

The Design Team will prepare and present a final Study Report to the Project Team and related parties as appropriate. The Study Report will reflect the findings, including identification of needs, findings of fact and recommendations to address the needs. The Study Report will serve as the basis for conducting “Due Diligence” prior to proceeding with any future phases of services related to the Project. Dissemination of the Study Report will be as outlined by DTMB.

**Deliverables: PROJECT STUDY REPORT**

**B: PHASE 200 – PROGRAMMING PHASE****Task 201: Programming Kick-Off Meeting**

Prior to commencing efforts of the Programming Phase of services, a Project Team meeting will be conducted to review and update as needed any changes to the Project Team roles and interaction, define scope of work and establish milestone schedule.

**Deliverables: UPDATED PROJECT TEAM ORGANIZATION OUTLINE,  
PROJECT TASKS AND MILESTONE SCHEDULE**

**Tasks 202-209: Programming, Development and Project Estimate**

Using the Final Project Study Report, the Design Team will evaluate the needs and recommendations outlined to identify and develop guideline solutions to the functional and operational needs for the Project. Basis of programming recommendations will consider State of Michigan Design Manual, assessment of similar project types and solutions, and Design Team experience. Project Cost Estimates will be developed with consideration to project type, size, location and schedule using the most current industry cost basis figures.

Progress during the Programming and Development Phase will be reviewed with the Project Team at intervals appropriate and defined in the Milestone Schedule, but minimally at 50% and 90% completion to garner input and review comments.

**Deliverables:**                    **DRAFT PROGRAM ANALYSIS REPORT – 50% and 90% completion**

***Task 210: Presentation of Program Analysis Report***

The Design Team will prepare and present a final Program Analysis Report to the Project Team and related parties as appropriate. The Program Analysis Report will reflect analysis of functional and operational needs relative to the Project, recommendations of solutions to address the needs, and preliminary project cost estimates for budgeting purposes. The Program Analysis Report will serve as the basis for determining “Project Viability” prior to proceeding with any future phases of services related to the Project. Dissemination of the Program Analysis Report will be as outlined by DTMB.

**Deliverables:**                    **PROJECT PROGRAM ANALYSIS REPORT**

**C: PHASE 300 – SCHEMATIC DESIGN PHASE**

***Task 301: Schematic Design Kick-Off Meeting***

Prior to commencing efforts of the Schematic Design Phase of services, a Project Team meeting will be conducted to review and update as needed any changes to the Project Team roles and interaction, define scope of work and establish milestone schedule. Additionally, the Design Team, working with the Project Team, will identify diagrammatically potential areas of the Project site that require further review, testing and abatement of environmental conditions that could potentially adversely affect the development of the Project

**Deliverables:**                    **UPDATED PROJECT TEAM ORGANIZATION OUTLINE,  
PROJECT TASKS AND MILESTONE SCHEDULE and  
DETERMINATION OF EXISTING SITE DATA NEEDS**

***Tasks 302-209: Schematic Design, Cost Estimating and Schedule Projections***

The Design Team will make provisions and oversee the obtainment of any relevant site survey and geotechnical testing and other relevant existing site conditions that may impact the project development and utilize such reports in the development of concepts. The Design Team will conduct review of current applicable construction codes and other regulatory aspects and incorporate such in the schematic designs.

Using the Final Project Program Analysis Report and existing site reports (survey, soil borings, environmental conditions, etc.), the Design Team will develop schematic design plans and building elevations reflecting the approved Project Program and input gathered in previous input sessions. Schematic designs will address the impact on existing site and buildings, architectural development, mechanical, electrical, plumbing, structural, civil and interior design elements. Designs will be developed to reflect the functionality requirements of the Project and will incorporate long-term master plan goals as identified in the Programming Phase. Design concepts will attempt to reflect community heritage, including social and economic

realities. Solutions will incorporate analysis of material and system life-expectancy, assessment of operational costs and infuse sustainable design concepts as appropriate to the particular project. Schematic design planning will address operational impact on existing facilities during and after construction completion.

Design Team will review and update Estimate of Probable Costs and establish an updated Milestone Project Schedule for Construction base on Schematic Designs.

Progress during the Schematic Design Phase will be reviewed with the Project Team at intervals appropriate and defined in the Milestone Schedule, but minimally at 50% and 90% completion to garner input and review comments.

**Deliverables:** **DRAFT SCHEMATIC DESIGN DOCUMENTS**  
**Project Team Review: 50% and 90% completion**

***Task 310: Presentation of Schematic Design***

The Design Team will prepare and present Schematic Design documents to the Project Team and related parties as appropriate. The Schematic Design will reflect the previously approved Program Analysis Report findings. The Schematic Designs will serve as the basis for determining “Conceptual Approval” prior to proceeding with any future phases of services related to the Project. Dissemination of the Schematic Design will be as outlined by DTMB.

**Deliverables:** **SCHEMATIC DESIGN DRAWINGS, UPDATED ESTIMATE OF PROBABLE PROJECT COSTS AND PROJECT SCHEDULE**

**D: PHASE 400 – DESIGN PHASE (DESIGN DEVELOPMENT)**

***Task 401: Design Development Phase Kick-Off Meeting***

Prior to commencing efforts of the Design Phase of services, a Project Team meeting will be conducted to review and update as needed any changes to the Project Team roles and interaction, define scope of work and establish milestone schedule.

**Deliverables:** **UPDATED PROJECT TEAM ORGANIZATION OUTLINE, PROJECT TASKS AND MILESTONE SCHEDULE**

***Tasks 402-409: Design Development, Cost Estimating and Schedule Projections***

Using the approved Schematic Designs, the Design Team further develop the concepts reflecting in greater detail plans, building elevations, construction sections, mechanical HVAC and plumbing systems, electrical layout and materials, site development construction, preliminary furnishings concepts and other material/system development components as required for the Project. Preliminary outline specifications will be developed outlining material and system selections. Design Development drawings will be developed using AUTOCAD format.

Design Team will review and update Estimate of Probable Costs and establish an updated Milestone Project Schedule for Construction base on Design Development documents.

Progress during the Design Development Phase will be reviewed with the Project Team at intervals appropriate and defined in the Milestone Schedule, but minimally at 50% and 90% completion to garner input and review comments.

**Deliverables:** **DRAFT DESIGN DEVELOPMENT REVIEW DOCUMENTS**  
**Project Team Review: 50% and 90% completion**

***Task 410: Presentation of Design Development Documents***

The Design Team will prepare and present Design Development documents to the Project Team and related parties as appropriate. The Design Development documents will reflect the previously approved Schematic Design. The Design Development documents will serve as the basis for determining “Final Design Approval” prior to proceeding with any future phases of services related to the Project. Dissemination of the Design Development documents will be as outlined by DTMB.

**Deliverables:** **DESIGN DEVELOPMENT DOCUMENTS, UPDATED ESTIMATE OF PROBABLE PROJECT COSTS AND PROJECT SCHEDULE**

**E: PHASE 500 – FINAL DESIGN PHASE (CONSTRUCTION DOCUMENT PAHSE)**

***Task 501: Final Design Phase Kick-Off Meeting***

Prior to commencing efforts of the Final Design Phase of services, a Project Team meeting will be conducted to review and update as needed any changes to the Project Team roles and interaction, define scope of work and establish milestone schedule.

**Deliverables:** **UPDATED PROJECT TEAM ORGANIZATION OUTLINE, PROJECT TASKS AND MILESTONE SCHEDULE**

***Tasks 502-510, 515: Final Construction Documents/Specifications and Reviews***

Using the approved Design Development documents, the Design Team will complete construction drawing development, prepare material specifications and develop final Project Manual and documents for Construction Bidding purposes. Documents will incorporate necessary drawings and specifications to outline in detail the design intent, including plans, elevations, sections, details and schedules required to complete all aspects of the site development/civil, architectural, structural, mechanical, plumbing, electrical, interior design and other elements as deemed necessary by the Project Team. Internal QA/QM reviews will be performed within each discipline and as an overall coordinated Bid Document Set. The Design Team will coordinate and assist in obtaining governing agencies review/approval in securing necessary permits to construct. The Design Team will interact with the Project Team during development of final design documents, including review at 50%, 90% and 100% review documents. Any modifications deemed necessary by the Project Team review and/or governing permitting agency reviews will be incorporated into the final bidding documents.

**Deliverables:** **DRAFT CONSTRUCTION DRAWINGS/SPECIFICATIONS DOCUMENTS**  
**Project Team Review: 50%, 90% and 100% completion Permitting**  
**Agency Reviews: 100% completion**

***Task 511-512: Construction Testing and Hazardous Materials***

The Design Team will define any necessary construction testing needs and development Bidding Documents for this aspect of the project for separate QA/Material Testing bidding purposes. Assistance will be provided to the Owner in obtaining, reviewing and recommending award of bids for this aspect of the project. The Design Team will outline areas of the site that may require testing, abatement or removal of hazardous waste, including providing drawing documents of affected areas of the proposed design. The Owner will contract independently of the construction project for any necessary services related to hazardous materials.

***Task 513-514: Construction Budget and Schedule***

Design Team will review and update Estimate of Probable Costs and establish an updated Project Schedule for Construction base on Final Design Bidding documents.

**Deliverables:** **UPDATED ESTIMATE OF PROBABLE PROJECT COSTS**  
**AND PROJECT SCHEDULE**

***Task 516-517: Construction Bidding***

The Design Team will assist the Owner in the construction bidding and award phase, using the State of Michigan bidding/award process. Design Team will conduct pre-bid meetings, issue Addenda, respond to request for information (RFI's), review substitution requests during bidding, attend bid opening, conduct post-bid interviews with bidders to determine bid award recommendation, and assist Owner in the execution of construction contract award.

During the construction phase, the Design Team will make corrections to construction documents as deemed necessary for clarification, modification based on existing conditions, or other changes deemed necessary to complete the Project with the design intent set forth. The Design Team will issue construction bulletins, review contractor responses to said bulletins and provide Owner with recommendations regarding such bulletins.

**Deliverables:** **RECOMMENDATION FOR AWARD OF CONSTRUCTION CONTRACT**  
**AND DEVELOPMENT/RESPONSE TO CONSTRUCTION BULLETINS AS**  
**NECESSARY**

**F: PHASE 600 – CONTRACT ADMINISTRATION – OFFICER SERVICES**

***Task 601-610: Construction Phase Design Professional Services***

The Design Professional will participate in the construction phase to determine the progress and completion of the Project is accordance with the design intent established in the construction drawings, specifications and project manual. Contract administration services will include attendance and documentation through minutes of all Project related meetings, including attendance at regularly scheduled Contractor Meetings; coordinate and document

monthly Owner meetings providing update of construction activity, project budget, schedule and other items as necessary to keep the Owner informed and abreast of the construction development; document and conduct Shop Drawing and product review/approval; Contractor Payment Request review/approval(s); review/comment of contractor's construction schedule compliance; assess construction testing and material verification reports as provided by independent testing contractor; review/respond to contractor's Request for Information (RFI's); determine need/ issue Change Order Directives as necessary; develop Punch List of completed work and review corrective work for completeness; assist in resolving any disputes and claims made relative to performance of work of the construction project; prepare As-Built Documents based on information provided by the contractor and distribute documents as outlined by the Owner; facilitate the contractor's compliance with completion of all Project Close-out Documents and procedures including maintenance/operational manuals, warranties, final inspection reports/approvals and other normal close-out documents; and other incidental industry standard Contract Administration aspects.

**Deliverables:**                      **IDENTIFIED WITHIN**

#### **G: PHASE 700 – CONTRACT ADMINISTRATION – FIELD SERVICES**

##### ***Task 701-710: On-Site Owner Field Representation***

Provide representation as an On-Site (part-time or full-time as determined by contract) Owner Field Representative. Services may be included with those of Phase 600 in order to provide more in-depth representation during the construction phase OR may be provided as a third-party Owner Representative for projects under the development of another Design Professional. Minor projects developed internally by the Owner which may warrant the use of an independent Owner Field Representative may require this phase of services.

The Field Representative will provide representation of the Owner for verifying construction progress; addressing issues that may arise and responses as needed; monitoring that construction is progressing in respect to the design intent; provide coordination of third-party professionals as appropriate; participate in regularly scheduled Contractor meetings and respond to questions/concerns as needed; provide Owner with representation in resolving issues related to the construction project; coordinate and document monthly Owner meetings providing update of construction activity, project budget, schedule and other items as necessary to keep the Owner informed and abreast of the construction development; complete final project close-out review and determination of completeness in compliance with design intent and project specifications.

**Deliverables:**                      **IDENTIFIED WITHIN**

#### **CONCLUDING COMMENTS:**

This Work Plan, presented above, would produce very meaningful results. This is only a draft, included to provide a flavor of how the process might proceed. We look forward to meeting with the Project Team to further customize this work plan for the success of particular projects.



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## **PART I – TECHNICAL**

### **II-5: Questionnaire**

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**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: Kendra C. Thompson Architects, PC  
Address: 803 Cherry Street  
Telephone and Fax: (231)723-4195  
Website: [www.kendrathompson-architects.com](http://www.kendrathompson-architects.com)  
E-Mail: [thompson.kendra@sbcglobal.net](mailto:thompson.kendra@sbcglobal.net) or [kt@kendrathompson-architects.com](mailto:kt@kendrathompson-architects.com)  
SIGMA Vendor ID: CV0034314  
DTMB Vendor #: 00436

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: N/A

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)?

Kendra C. Thompson Architects, PC  
803 Cherry Street  
Manistee, MI 49660

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.

Kendra C. Thompson, President  
Kendra C. Thompson Architects, PC  
803 Cherry Street  
Manistee, MI 49660  
O: (231)723-4195  
C: (231)510.5012  
Thompson.kendra@sbcglobal.net

2. Check the appropriate status:

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

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

State of Michigan, 4/27/1990.

Include a brief history of the Professional's firm:

Refer to Part II, Section II-1 for Firm Profiles.

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

Refer to Part II, Section II-3 for Team Relationship 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.

No change.

5. Provide a four year rate schedule per position.

Refer to Part III, Section III-2 for Personnel and Four-Year 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.

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

### 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:

Having previously held a State of Michigan ISID professional services contract (2013-present), we have successfully overseen the development, implementation and enforcement of multiple MICHSpec and DCSpec contracts with a clear understanding for the State of Michigan's expectations and performance standards.

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

Yes ☒ No ☐

If yes, explain:

State of Michigan ISID PSC Contracts 2013 – Present with multiple projects currently under contract. Additionally, previous and current experience working with MSHDA, AERO and SHPO agencies.

## ARTICLE 5: CAPACITY AND QUALITY

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

Refer to Part II, Section II-4 Constructability and Quality Control.

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

Yes ☐ No ☐

If yes, explain:

An owner claim was more than 10 years ago involving a residential project where inferior contractor's construction work led to a suit where our organization was named as a party. Claim was settled with no acceptance of wrongdoing.

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

Yes ☒ No ☐

Kendra C. Thompson, RA – Principal in charge  
Michigan Lic. #1301035207

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.

Refer to Part II, Section II-4 Project Relationship Chart.

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

All Requests for Substitutions must be provided during the Bidding period, submitted using the "Request for Substitution Form" typically included in the Bid Manual, provided direct to the PSC in accordance with the date stipulated in the Instruction to Bidders no later than the time identified for submittal of substitution requests. All Requests for Substitutions must be accompanied with appropriate support data and pertinent information illustrating compliance of equal or better than the design intent set forth. Failure of a bidder to submit in compliance with these requirements will result in a substitution request being denied. However, the PSC is open to bidder substitution requests that meet the design intent set forth and potentially could result in a more cost effective solution to the Owner.

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

Substitution requests occurring after the bidding period requirements are denied and contractually not accepted. However, on rare occasions when specified products are no longer available or have been discovered to not be in the Owner's best interest, substitutions may be warranted provided the Owner has approved and a Change Directive is issued.

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?

Communication is provided to all parties identified by the Owner at the Pre-Design meeting, as well as those parties identified at the Pre-Construction meeting. Regular progress meetings are conducted during the programming, design, bidding and construction phases of the project. Meetings will utilize an agenda format and all parties will be distributed associated meeting minutes. Contractor submittals and reviews are typically submitted via email, with reviewed documents being sent to Owner, Contractor and Agency representatives. Email correspondence will be the primary mode of communication, allowing for a written chain of information and records.

- 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 ☐ We have access to and routinely utilize FTP site developed for our projects with a local print shop.

No ☐

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

As design professionals serving the areas where the majority of the ISID assignments will be given, we have a keen insight as to the relative costs for construction activities based on experience of the region. Additionally, we reference current editions of MEANS costing publications that typically form the initial estimate of probable costs for the project. Our relationship with a multitude of trade contractors and suppliers provides us with the opportunity to infuse their expertise as needed when providing estimates. We strongly feel that the combination of published data, trade contractor/supplier input, along with experience provide for the most accurate costing. Additionally, reference should be made to Part II, Section II-3 Outline Work Plan provides indication of the PSC's cost estimating and review procedures throughout the duration of the project.

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

Cost over runs can best be avoided with defining clear expectations of the Owner, aligning those expectations with realistic budgets early in the design process, and developing bid documents that clearly indicate the project requirements, detailing and design intent. Understanding that work on existing facilities often have a certain level of unknown features, we typically include a well-thought out provisional contingency as part of the bidding process, thus inherently building into the project a level of protection from cost over runs should change directives be necessary.

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

Projects vary and are dependent upon work scope requirements, but generally construction administration is in the range of 30-40%.

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

Projects vary and are dependent upon work scope requirements, but generally greater than 60% of the assigned work will be performed by Kendra C. Thompson Architects, while subconsultants work scope portion varies between 30-40%.



- 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.)

Typically, once a PSC project assignment has been made, a project kick-off meeting would be scheduled in approximately 30 days.

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

Through our years of experience, we have developed a formal "Post-Bid Interview Questionnaire" that is used to review with bidder(s) once an apparent low bidder has been determined through the bidding process. This questionnaire provides both the PSC and the bidder the opportunity to review the intended scope of work with the actual bid submitted, verify qualifications exist to perform the stipulated work, discuss anticipated work schedule and trade contractors, verify compliance with the contract documents for ability to provide insurance, PLM bonding and comply with the work environment of the project. The review process additionally includes verification of the bidders experience on past projects of similar type and size, familiarity with specified materials and systems, verification of any requirements for manufacturer's certification and review of safety citations that may have been issued against the bidder. On occasion if a bidder is not known to any member of the design team, we may reach out to colleagues to discuss project experience with the bidder. More recently, we complete the DTMB Best Value Construction Bidder Evaluation check list, including verify the bidder is not excluded on the Federal System for Award Management ([www.sam.gov](http://www.sam.gov)) and verify with MIOSHA for violations within the past three years. The PSC's Recommendation to Award is only issued after, in the professional opinion of the PSC, the bidder is determined to be responsive and responsible to complete the work.

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

All members of the design team have experience having completed prior projects with LEED Certification, as well as Enterprise Green Communities and National Green Building Certification. Our belief is, and always has been, that as design professionals providing quality architectural and engineering services, we have infused sustainable design in our projects for many years without needing special certification for doing so. We will continue to assist Owner's in developing projects that are environmentally conscientious and incorporate sustainable products, systems and design concepts where appropriate and funding permits. For further information, refer to Part II, Section II-5 Appendix, Sustainable Design Project Profile.

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

Kendra C. Thompson Architects, PC has been a previous PSC under the State of Michigan DTMB ISID contract from 2013-Present. We have provided professional services on a variety of project types, sizes and agencies where positive relationships and successful outcomes were achieved. We look forward to continuing our work with DTMB in this arrangement.

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

Having valid documentation of existing conditions early in the design process is critical for moving forward with a successful project. Often times, State agencies have some assemblance of facility documentation that assists the team in the early stages of planning and development. As the project progresses, field verification of existing conditions is critical. Additionally, we often will communicate direct with previous trade contractors that have performed work on the facility to garner further understanding of the conditions present. Should a particular project have little or no existing condition documentation, the work scope of the PSC may involve more significant field documentation of existing conditions and systems, all of which would be discussed with the Owner prior to formalizing the PSC assignment.

- 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.

Projects such as campgrounds, critical dunes, coastal zone management, projects adjacent to lakes and rivers all are under the jurisdiction of the Michigan EGLE for review and permitting. Infusing the input of EGLE on a pre-submittal basis is critical for the success of the final project. As design professionals familiar with critical dunes and coastal zone management where many of our projects fall within the EGLE jurisdiction, we have a clear understanding of the process, regulations and governing agency expectations. Additionally, SESC permitting requirements must be incorporated and permitting facilitated.

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

All requests for additional compensation based on a change in the project scope due to Owner changes or unforeseen conditions are legitimate requests. As PSC, our duty to the Owner is to verify that all costs associated with such change(s) are accurately documented, including material and labor breakdown costs being provided, and verification by the PSC that costs are in alignment with reasonable expectations. Should we differ with the contractor in the amount of the request, every attempt is made to come to a mutual agreement of fairness. Through our years of experience, we have found that developing and maintaining a positive working relationship with all parties during the project will aid in having fairness prevail when dealing with costing issues. As discussed in question 5.10, we incorporate a provisional contingency into each project to assist should any additional compensation be warranted.

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## **PART I – TECHNICAL**

### **II-6: References**

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## Section II-6: References

Project specific reference contact information has been included in the following II-7: Project Profiles. We encourage you to consider contacting representatives from those projects. Further, we offer the following additional references having knowledge of our expertise, abilities:

### Owners, Owner Representatives and Affiliates:

*Historic Community Advocate*

**Dr. William Anderson**

**Retired, Director of State of Michigan Bureau of Libraries and History**

**Retired President, West Shore Community College**

6348 W. Cambridge Drive

Ludington, MI 49431

231.845.5684

*Sauble-Elk-Eden Township Department*

**Mr. Greg Bombich, Fire Chief**

6711 W. Eight Mile Road

Irons, MI 49644

231.233.3996

*Northwest Michigan Health Services*

**Ms. Heidi Britton, Executive Director**

10767 Traverse Highway

Traverse City, MI 49684

231.947.1112

### Construction Managers and Contractors:

**Mr. Dan LaMore, Senior Vice President**

**The Christman Company**

634 Front Ave. NW, Suite 500

Grand Rapids, MI 49504

616.454.4454

**Mr. Josh Wickham, President**

**Heirloom Carpentry & Construction**

101 S. James Street

Ludington, MI 49631

231.843.8500

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## **PART I – TECHNICAL**

### **II-7: Appendix – Project Profiles**

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## APPENDIX: Project Profiles

The following pages illustrate project profiles of relevant experience indicating the Design Team's ability to perform services. Included are projects that outline a diversity of experience, project scope and multiple disciplines. Profiles reflect unique challenges that were successfully planned, developed and implemented. Included is applicable contact information, project budget, scope and schedule. Additionally, we have included projects profiles that reflect our ongoing ability and experience in working closely with governmental agencies where communication, proper budgeting, approval process and overall logistics is particularly important.



*"Quality means doing  
it right when no one is looking."*  
-Henry Ford



## Project Profiles Sustainable Design

You can feel good about choosing *Kendra C. Thompson Architects*. For more than 32 years, we've been committed to providing solutions that are responsible in utilizing our resources and reflecting the Owner's needs today and tomorrow. We are continuously garnering information about effective use of recycled materials, high efficient building systems and responsible use of natural resources. In addition to our familiarity with the Michigan Building code, Michigan Energy Code, LEED Certification and Enterprise Green Communities Certification requirements, we provide value analysis to address energy savings concepts such as:

- Site evaluation to maximize solar energy gains/loss
- Awareness of program spatial relationships for maximum Owner efficiency
  - Utilization of energy efficient construction materials
- Material Analysis to minimize life-cycle costs and maximize material longevity
- Recommend energy-efficient materials that best meet Owner needs & budget
  - Use of renewable materials as appropriate
- Understand unique wind, water & climate issues related to specific site location
  - Installation of High Efficient HVAC systems, including geothermal
  - Development of Energy Efficient Temperature Control Systems
    - Development of water conservation systems
- Development of Energy Efficient Lighting and Electrical Technology Systems



Energy recovery units with  
Geothermal heating system



Use of recycled and renewable  
materials for sustainability

At *Kendra C. Thompson Architects*, we inherently design for sustainability... no special requests necessary.

# Beaver Island Airport

## NEW TERMINAL BUILDING

Beaver Island, Michigan



*New Terminal Building  
and associated development*

*A new terminal building*

Construction Completion: Summer 2014  
Project Costs: \$1.5 million

Contacts: Ms. Elaine West, Chair  
Beaver Island Airport Board  
(231) 448.2377

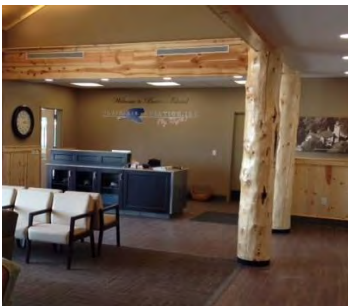
Mr. Mike Scripps, formerly on  
Beaver Island Airport Board  
(231) 855.1759



*Main Waiting Area*



*Multi-purpose room*



*FBO Airline Ticket Area*

When work began with the Beaver Island Airport Commission for the design of a new Terminal Building to replace their aging existing facility, representatives of the airport engineers, *Mead & Hunt*, forewarned us of the "Beaver Island Factor" in designing and developing projects on this remote island. It would be hard to conceive of any project presenting greater challenges than those encountered at the Beaver Island Airport! Not only is the cost of construction a challenge, the logistics required to facilitate materials and manpower via barge, ferry and plane a major task. *Kendra C. Thompson Architects, P.C.* met the challenges by providing a hands-on approach to assist the Airport Commission through the development of a design to meet the growing aviation needs of the island, while being mindful of the communities' simple values and character.

The result is an appropriately sized, but not overdeveloped; tasteful detailing reflective of Beaver Island while minimizing extravagances; special recognition and value assessment for infusing low-life cycle cost materials and systems allowing for cost effective operational costs; and overall prudence with expenditure of taxpayer funds. Working closely with *Mead & Hunt* required careful coordination of work scopes to differentiate project components funded through use of FAA, those eligible for MDOT funding, with community donations supporting construction of a stone fireplace and building furnishings.

Recently completed, the project successfully aligns the community needs with funding by careful value assessment, exploration of design alternatives and collaboration with key partners to achieve the quality result....a modern facility that the community and government officials alike are proud to have as their link to the mainland.



## Community Projects:

Kendra C. Thompson Architects, P.C.



**Manistee County Fairgrounds & Entrance Pavilion**

New entrance gate facilities – design concept

Recognizing that the existing Manistee County Fairgrounds lacks adequate administration space, public toilet rooms and entry security features, a design concept was developed to address these issues. Incorporating the historic architectural heritage of the area, the proposed design provides for an identifiable entrance gatehouse which the community can be proud of. Developed with long-term phasing in mind, the result will include public toilet rooms, improved administration offices and an assembly pavilion for small and large group functions. The design concept will serve as the basis for future facility developments, pending successful funding.



**City of Ludington Fire Station**

New fire station and training facility

As architect-of-record, **Kendra C. Thompson Architects** has assembled a team of consultants to provide full architectural/engineering services for the development of a new fire station for the City of Ludington. The project requires a keen attention to functionality, construction material selection and system analysis to maximize long-term cost efficiency for the Owner while maintaining the established budget. After working with the City for nearly ten years through the pre-construction planning while government officials secured project funding, the new fire station is scheduled to be fully operational in early 2019.



**City of Ludington Rotary Park**

New bathrooms, picnic shelters & park improvements

Working with the City of Ludington, in conjunction with private funding from Rotary Club International, the former City Park emerged with a new life and vitality after the design concepts from **Kendra C. Thompson Architects** were implemented in the Spring of 2017. Park improvements including the construction of a new public toilet room facility, including park storage and equipment, construction of two new picnic shelters where family and community gatherings take place with high regularity, new energy efficient ornamental site lighting distributed throughout the parks pathways, and improvements to the historic veteran's memorial monuments.

# Ludington District Library

KEITH WILSON CHILDREN'S CENTER & EXISTING LIBRARY RENOVATIONS

Ludington, Michigan



Completion Date: Summer 2012  
Construction Cost: \$2.2 million  
Size: 5,800 sf. New  
10,000 sf. Exist'g.

Contact: Mr. Eric Smith,  
Library Director  
(231) 843.8465



The existing Ludington District Library consisted of an historic 1906 Carnegie Library and incorporated an ill-fitting 1976 addition. The library board recognized that the proposed new **Children's Center needed to not only be compatible with the current library building, but also needed to be a creative, inviting design that young children would be excited about visiting.** Kendra C. Thompson Architects worked diligently in a collaborative effort with The Christman Company, construction managers, to develop designs that met function/programming requirements while aligning with the project budget, most of which has been secured through community fundraising efforts. Once completed, the completed project offers modern amenities while respecting the historic integrity of the original structure. Although having previously worked on one other small public library project, Kendra Thompson Architects approached this new building type with enthusiasm, creativity and **determination to leave "no stone unturned"** in assisting the community in achieving the Highest Value possible...the positive reaction of the community, the Library Board and major donor supports that the mission was achieved.



# The Historic Vogue Theatre

A CINEMATIC REHABILITATION PROJECT

Manistee, Michigan

Completion Date: 2014  
Construction Cost: \$2.4 million

Contact:

Mr. Barry Lind, former President  
The Historic Vogue Theatre,  
A non-profit organization  
(231) 233-4143



*The most significant historic rehabilitation project to happen in western Michigan in recent years has been The Historic Vogue Theatre in downtown Manistee, Michigan. Led by a not-for-profit community organization, a complete reconstruction of the former art-deco movie theatre's interior has provided the economic path for the success of a cinematic experience for years to come. The historic integrity of the exterior of the significantly contributing building located in Manistee's National Register District was completely restored while minor deviations allowed for implementation of modern day access. The need to reconfigure the interior of the former movie house from a large, single screen theatre to providing for a signature theatre, as well as a smaller screening theatre provided great challenges within the limited space. With the goal of retaining "key" historic elements and spatial relationships of the interior,*

*Kendra C. Thompson Architects, P.C. worked with representatives of State of Michigan Historic Preservation Office to find a fitting solution. New construction of interior spaces incorporated original soffit detailing, reuse of the original curved ticket window, development of refreshment counter with signage simulating the original depicted in historic photographs, and restoration of historic wall light sconces.*

*Funded entirely through public donations, private foundations and grants, The Historic Vogue Theatre of Manistee is now home to first-run Hollywood movies equal to opening nights throughout the country. The economic impact to the future of Manistee's historic downtown is just now being realized and will assuredly continue for years to come.*



# Mechanical, Electrical & Plumbing Profiles:

Nealis Engineering, Inc.



*Evert Municipal Airport*

## Evert Municipal Airport New Terminal Building

Included: HVAC & plumbing Design  
(geothermal system)  
Completion Date: 2011  
Size: 2,000 sf New



*Boiler system for in-floor radiant heat and snow-melt*

## Northwestern Michigan Regional Airport

ARFF Project  
Completion Date: Spring 2006  
Size: 18,800 sf  
Project Cost: \$2.8 million

SRE Project  
Completion Date: Fall 2007  
Size: 37,000 sf

The Northwestern Michigan Regional Airport ARFF and SRE projects consisted of a new Airport Rescue and Firefighter's Facility and new Snow removal and Equipment building. **Nealis Engineering** provided MEP services including plumbing, HVAC, in-floor radiant heat and snow-melt, interior & exterior lighting, power distribution, lightning protection, fire alarm, security, telephone/data and television systems.



*Northwestern Michigan Regional Airport ARFF Project*



# Ludington District Library \_\_\_\_\_mechanical, electrical & plumbing design

KEITH WILSON CHILDREN'S CENTER & EXISTING LIBRARY RENOVATIONS

Ludington, Michigan



Site and specialty building lighting illuminates the Carnegie structure

**Nealis Engineering** provided professional engineering services for the addition and renovations to accommodate the new Keith Wilson Children's Center and facility renovation project. MEP services included working with the project Architect, Owner and Construction Manager to review and develop cost-effective solutions to meet the plumbing, heating, air conditioning, humidification, snowmelt system, interior & exterior lighting, power distribution and fire alarm system needs.



High-efficiency RTU and humidification systems are incorporated in the library design

10,000 sf. Exist'g.

Contact: Mr. Eric Smith, Library Director  
(231) 843.8465



Completion Date: Summer 2012  
Construction Cost: \$2.2 million  
Size: 5,800 sf. New



## RELATED PROJECT EXPERIENCE

### For the State of Michigan

#### **North Missaukee ORV Trailhead** (Missaukee County, MI)

Client: State of Michigan DMB/DNR

This trailhead reconstruction involved new access drives to/from the roadway, a new access point and directional fencing to the trail, a vault toilet, landscaping and other improvements. GFA provided design engineering, construction oversight and materials testing services for this project.



### Projects Requiring Close Cooperation with MDNR

#### **City of Cheboygan Trailhead** (near W. Lincoln Avenue, S. Western Avenue, and Taylor Street) - Cheboygan County, MI

This new trailhead area includes parking, trails, restrooms, and more. Services included final design and construction engineering. It was constructed in 2010. Throughout the design process, the engineering team worked in close coordination with the City of Cheboygan and the Michigan Department of Natural Resources & Environment (MDNRE).



#### **Torch Lake Kayak Launch 2012**

Working closely with the MDNR, GFA provided engineering, permitting and construction oversight services for this new launch on Torch Lake.



### Additional Park & Recreation Project Experience

#### **Nine Mile Point Launch, Little Traverse Bay Band of Odawa Indians**

This project included a single-well boat launch with turnaround areas, a paved asphalt driveway and parking area. This project required dredging, and a MDOT entrance off US-31.







### **Lake Ann Waterfront Park, Lake Ann MI**

GFA provided design engineering and construction phase services for this UA park improvement project on the shore of Lake Ann. It included a new bathhouse, permeable paving, a pavilion, and accessible parking.

### **Tuscarora Township Waterfront Improvements**

Brian Boals was the project manager for this multi-year waterfront project. Indian River is an extremely popular and busy waterway, connecting Burt Lake and Mullett Lake as it passes right through the Village of Indian River. The area is tight and bounded by roadways, including Old US-27/South Straits Highway. A conceptual design for a future phase, a new marina park, was included. This project is using multiple funding sources. Completed elements of this project include:

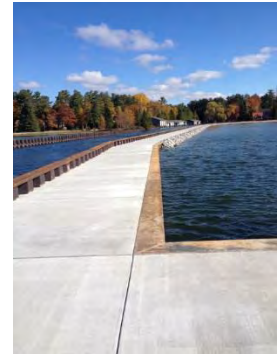


- Greendocks rehabilitation, which included design, oversight and testing for a new walkway and retaining walls (2012); Construction Cost: \$250,000
- New boat launch (2011) – A Builders Exchange Award winner; Construction Cost: \$650,000 (Waterways funding)
- New 800' fishing pier, completed in the fall of 2014; Construction Cost: \$550,000



### **Tuscarora Township Veterans Pier**

Civil engineering services for conceptual design and project construction cost estimating services for the proposed Veterans Pier project. Establish a pedestrian path and platform for recreational activities such as fishing and sight-seeing along the south side of the Indian River Channel located on Burt Lake and accessed by Devoe Beach Park.



### **Indian River Boat Launch, Tuscarora Township**

Project Manager and QA/QC

This project included preliminary, final design and construction phase services for a new municipal boat launch facility. The project included a double launch ramp, approximately 50 stall truck and trailer staging area as well as vault toilet. This project had very challenging geotechnical conditions including high groundwater and poor subgrade material (organic clay) requiring innovative use of geotextiles to establish a cost effective pavement cross-section. The project was completed and paved in 2011.



### **NMC Maritime Marina**

GFA redesigned the marina basin as part of NMC's upgrade for its maritime program. The basin now houses the 224' State of Michigan as well as a series of smaller vessels behind a protected seawall.



### **Peshawbestown Marina, Leelanau County MI**

This new proposed marina is designed to include 106 watercraft slips, breakwalls, a fishing platform, a harbormaster building with public restrooms, and site infrastructure, including a potential ferry dock.



### **Helena Township Marina Permit Assistance & Design**

Engineering and survey services for an Upland Topographical Survey and permit; Engineering services for marina design, permit application and submittal to MDNR for review.



### **City of East Jordan Tourist Park & Marina**

Dredge Permit & Study, Silt Wall

Surveying, soil sampling, soundings, and design services required for the joint permit application; bidding and construction observation of silt wall







### **Whitewater Township Boat Launch**

This two-lane asphalt boat ramp can accommodate a variety of boat sizes and is an integral part of the township park/campground.



### **Elmwood Township Boat Launch**

This five-lane boat launch is one of the busiest on Grand Traverse Bay, and sees traffic all year round. It is also one of the few launches in northern Michigan that can launch vessels of 50+ feet.



### **Tuscarora**

This universally accessible park redesign is located on the shore of Lake Ann, and features a pavilion, restroom, parking, beach and a fishing platform.





**PROPOSAL FOR  
PROFESSIONAL SERVICE CONTRACTORS:  
General Professional Design Services  
(Architecture, Engineering, Landscape Architecture)**

**PART II – COSTS**



**MINOR STATE CAPITAL OUTLAY PROJECTS**

**Indefinite-Service, Indefinite-Delivery  
Not-To-Exceed Fee, Billable-Rate**

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

**Various Locations, Michigan**

**January 19, 2023**





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#### **SECTION III-1 Billable Rates**

- *Organization Chart: For reference*
- *Company Professional Services Rates and Reimbursables*

#### **SECTION III-2 Identification of Personnel and Compensation**

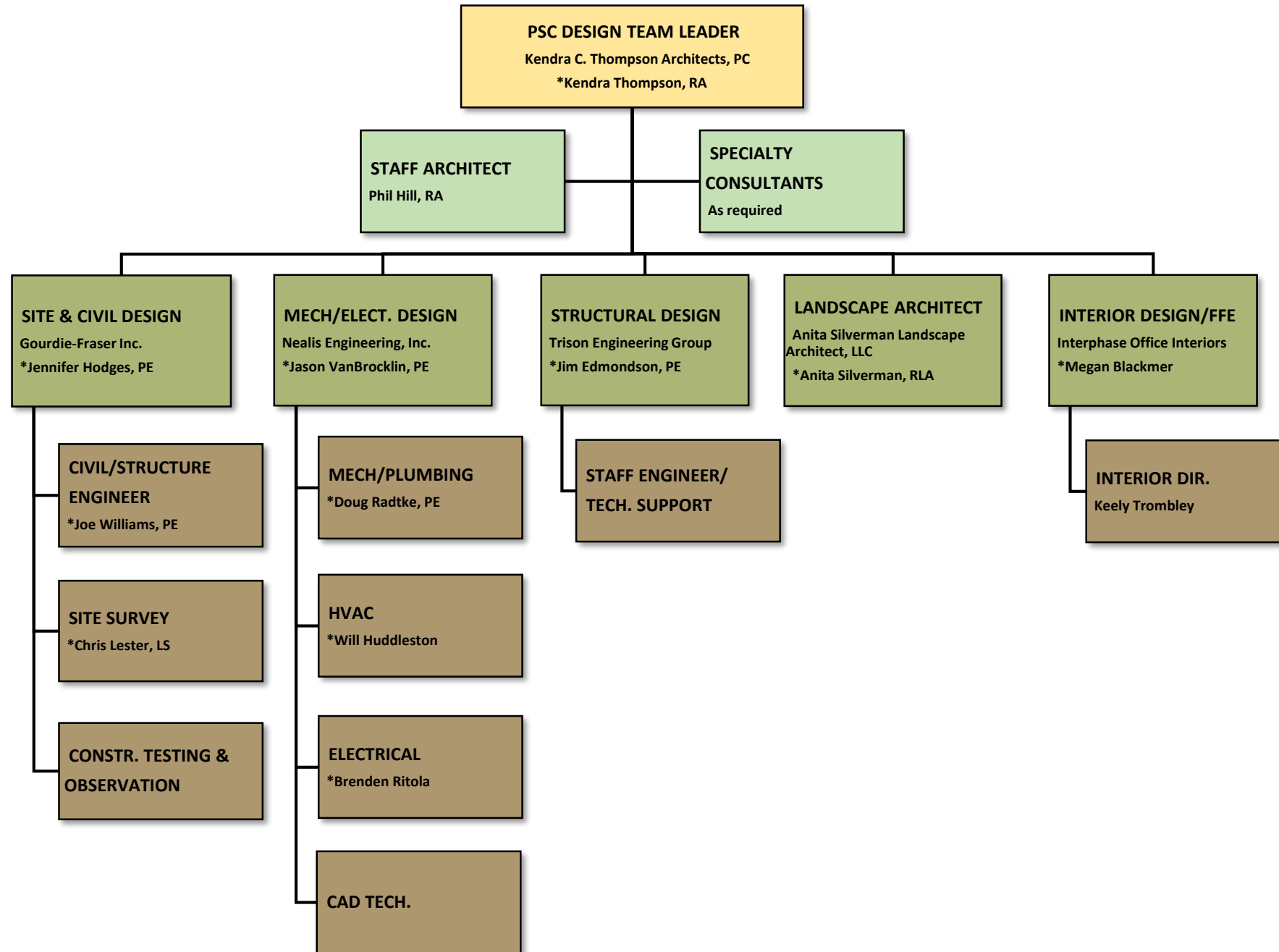
- *Primary Consultants and Sub-Consultant(s) Position, Classification and Employee Billable Rate Information*

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- *Certification of Michigan Based Business*
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## PROJECT TEAM/RELATIONSHIPS



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## **PART II – COST**

### **III-1: Billable Rates**

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## Standard Rates for Professional Services - 2023

### **Hourly Rate Compensation:**

The following all-inclusive Hourly Rates shall apply to the various categories of personnel and function:

Principal, Registered Architect	\$ 125.00
Senior, Associate	\$ 110.00
Staff, Technical	\$ 70.00
Staff, Non-Technical	\$ 60.00

Consultant fees shall be billed per standard rates of said consultant. Rates vary and will be provided upon request.

### **Reimbursable Expenses:**

Reimbursable expenses are in addition to Compensation for Services and include expenditures made by the Architect, employees, or professional consultants in the interest of this Project for the expenses, including but not limited to those listed in the following sub-paragraphs.

□ Expense of transportation and living when traveling greater than 100 miles one way in connection with the Project other than normal project meetings and interaction.

- Fees paid for securing approval of authorities having jurisdiction over the project;
- Expense of reproductions, postage and handling of documents, and document printing;
- Expense of models for the owner's use;
- Expense of outside time for professional services when authorized in advance by the Owner;
- Other miscellaneous expenses associated with the Project, which are not deemed normal office supplies and are required as a special requirement for the Project.

### **Reimbursable Expense Schedule:**

Mileage, beyond 100 miles one-way	Per current government rates
Prints: produced in office	\$ 3.00/24" x 36" sheet
Prints: outside production	Actual cost multiplied by 1.05
Photocopies: outside production	Actual cost multiplied by 1.05
Other Miscellaneous	Actual cost multiplied by 1.05



1419 Industry Drive  
Traverse City, MI 49696  
P 231.933.0510 | F 231.933.3215  
W [www.nealisengineering.com](http://www.nealisengineering.com)

## 2023 RATES

### **FOR BASIC AND ADDITIONAL ENGINEERING SERVICES:**

#### **Hourly Rates:**

The following all-inclusive Hourly Rates shall apply to the various categories of personnel and function in the Firm. Compensation shall be computed on an Hourly Rate Basis in quarter hour increments. All overtime, when authorized by the Owner, shall be charged at one and one-half (1-1/2) times the above rates.

Principal Professional Engineer	\$ 125.00
Staff Professional Engineer	110.00
Staff Engineer EIT	90.00
Staff Engineer/Designer	80.00
CAD Operator	70.00
Staff Non-Technical	40.00

#### **Reimbursable Expenses:**

Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by the Engineer, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following:

1. Expense of Transportation and living when traveling in connection with this Part of the Project. Such expenses are, but not limited to, air fare, rental car, food, lodging, etc.
2. Telephone - long distance and Fax communications.
3. Fees paid for securing approval of authorities having jurisdiction over the Project.
4. Expense of reproductions, postage and handling of Drawings, Plots and Specifications including duplicate sets at the completion of each Phase for the Owner's review and approval. Expenses of special drawing paper of forms requested by the Client.
5. Expense of models for the Owner's use.
6. Expense of outside consulting services such as surveying, soil boring, environmental testing and analysis, or any other consulting service.
7. Overtime - Approved overtime will be invoiced at a premium time billing rate.



**Reimbursable Expense Schedule**

Air Travel	Amount Expended
Mileage	\$0.625 per mile
Lodging	Amount Expended
Telephone - long distance	Cost + 10%
Telephone - Fax charges	Cost + 10%
Special mailing/Express charges	Cost + 10%
Photos	Cost + 10%
Outside Consulting Services	Cost + 10%
Outside Computer Services	Cost + 10%
Special Equipment	Cost + 10%
Black and White Prints	\$0.25/ft <sup>2</sup>
Color Prints	\$1.50/ft <sup>2</sup>
Office Photostatic Copies	
8 1/2" x 11"	\$0.10 ea
8 1/2" x 14"	\$0.15 ea
11" x 17"	\$0.20 ea
Scan to PDF	
Black and White Scans	\$1.50/ ft <sup>2</sup>
Color Scans	\$2.50/ ft <sup>2</sup>

Travel, Time and Expenses shall be charged from the office and shall be prorated with other projects in the area whenever feasible.

***\*\*END OF RATES\*\****



## EXHIBIT 2 2023 BILLING RATES

Classification	Hourly Rate	Classification	Hourly Rate
Director of Engineering	\$165	CEO	\$225
Senior Project Manager	\$150	Director of Surveying	\$165
Project Manager	\$145	Professional Surveyor IV	\$150
Project Engineer II	\$130	Professional Surveyor III	\$145
Project Engineer I	\$125	Professional Surveyor II	\$140
Design Engineer II	\$120	Professional Surveyor I	\$125
Design Engineer I	\$105	Project Surveyor	\$105
Project Specialist	\$125	Survey Crew Chief	\$105
Design CAD Leader	\$110	Survey Crew Person	\$78
Design CAD Technician III	\$102	1 Person Survey Crew	\$120
Design CAD Technician II	\$95	GPR Technician	\$105
Design CAD Technician I	\$85	Licensed UAV Pilot	\$110
GIS Technician	\$100	Senior Testing & Inspection Technician	\$108
MDOT Office Technician	\$95	Testing & Inspection Technician III	\$98
Controller	\$115	Testing & Inspection Technician II	\$92
Project Manager Assistant	\$80	Testing & Inspection Technician I	\$80
Administrative Assistant	\$70	Operations & Maintenance Technician II	\$96
		Operations & Maintenance Technician I	\$86

### REIMBURSABLE CHARGES

Reimbursables such as off-site printing, postage, permits, sub consultants, rentals, etc. will be invoiced at cost plus 15%.  
Expert Witness Testimony & Preparation will be invoiced at 2.0 x billing rate

Prints, Plots & Copies	B & W	Color	Survey Equipment Rental Cost	
8½ x 11	\$0.10	\$0.20	Digital Level	\$30 Day
8½ x 14	\$0.15	\$0.30	Static GPS Rental (Per Receiver)	\$150 Day
11 x 17	\$0.20	\$0.40	Robotic Total Station	\$40/\$250 Hour/Day
24 X 36	\$3.00	\$6.00	Real Time GPS	\$40/\$200 Hour/Day
Other Sizes	\$.50 SF	\$1.00 SF	UTV or Side by Side	\$550 Day
Travel			Hydrographic Sounder (Single Beam)	\$350 Day
Mileage	\$0.585 Mile		Hydrographic Sounder (Multi Beam)	\$650 Day
Per Diem - Current rates listed at the U. S. General Services Administration (GSA) website:			Echo Boat (Remote Controlled)	\$525 Day
<a href="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results/?action=perdiems_report&amp;state=MI&amp;fiscal_year=2022&amp;zip=&amp;city=">https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results/?action=perdiems_report&amp;state=MI&amp;fiscal_year=2022&amp;zip=&amp;city=</a>			Surveyor Boat I - 14'	\$200 Day
			Surveyor Boat II - 16'	\$350 Day
			Surveyor Boat III - 22'	\$425 Day
			Surveyor Kayak	\$25/\$100 Day/Week
Misc.			Lath	\$0.75 Each
Postage/Shipping Costs	Cost Plus 15%		Concrete Monuments	\$25.00 Each
Permit Fees	Cost Plus 15%		Re-Bar	\$3.50 Each
Computer	\$14.00 Day		Pipe Locator	\$50 Day
Rentals	Cost Plus 15%		Ground Penetrating Radar	\$400 Day
Generator	\$25.00 Hour		charge per hour after 8 hours	\$100 Hour
			UAV / Drone Rental	\$175 Day
Materials Testing Equipment				
Beam Breaker	\$50 Day			
Concrete Beams	\$25 Each			
Coring Machine	\$75 Day			
12" Core Bit Extractor	\$100 Day			
Concrete Cylinder	\$20 Each			
Nuclear Density Gauge	\$54 Day			
O & M Equipment	Daily Rate	Weekly Rate	Monthly Rate	
Infiltrometer	\$50	\$275	\$600	
Portable Sampler	\$40	\$200	\$450	
Portable Flow Meter	\$50	\$275	\$600	
Fresh Air Blower	\$20	\$100	\$165	
Gas Meter	\$15	\$75	\$165	
Tripod with Harness	\$15	\$75	\$165	
Rain Gauge with Data logger	NA	\$275	\$600	
Sludge Blanket Meter	\$5	\$25	\$55	
Pilot Tube & Gage	\$15	\$75	\$165	
D. O. Meter (portable)	\$20	\$100	\$165	

Effective 11/6/2022

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## **PART II – COST**

### **III-2: Identification of Personnel and Estimated Compensation**

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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	Kendra C. Thompson Architects, PC
Yearly Hourly Billing Rate Increase	3%
Mark-up for Sub-Consultants (not to exceed 5%)	0%
Mark-up for Reimbursables (not to exceed 5%)	5% per DTMB

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
** Kendra Thompson, RA Principal	\$125.00	\$129.00	\$133.00	\$137.00
Phillip Hill, Architect	\$110.00	\$113.00	\$116.00	\$119.00
TBD, Staff -Technical	\$70.00	\$72.00	\$74.00	\$76.00

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

\*\* Key Project Personnel

## 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	<u>Nealis Engineering, Inc.</u>
Yearly Hourly Billing Rate Increase	<u>3%</u>
Mark-up for Sub-Consultants (not to exceed 5%)	<u>0%</u>
Mark-up for Reimbursables (not to exceed 5%)	<u>5% per DTMB</u>

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
** Jason VanBrocklin, Principal - MEP	\$125.00	\$129.00	\$133.00	\$137.00
** Doug Radtke, PE Staff Professional Engineer – Mech/Plumbing	\$110.00	\$113.00	\$116.00	\$119.00
** Will Huddleston, Staff Engineer EIT - Mech/Plumbing	\$ 90.00	\$ 93.00	\$ 96.00	\$ 99.00
** Brenden Ritola, Staff Engineer EIT - Electrical	\$ 90.00	\$ 93.00	\$ 96.00	\$ 99.00
TBD, CAD Operator	\$ 70.00	\$ 72.00	\$ 74.00	\$ 76.00

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

\*\* Key Project Personnel

## 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	GFA Engineering, Inc.
Yearly Hourly Billing Rate Increase	3%
Mark-up for Sub-Consultants (not to exceed 5%)	0%
Mark-up for Reimbursables (not to exceed 5%)	5% per DTMB

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
** Jennifer Hodges, Principal - Civil Engineering	\$165.00	\$170.00	\$175.00	\$180.00
** Joe Williams, Project Manager – Civil Engineer	\$145.00	\$149.00	\$153.00	\$158.00
** Chris Lester, Survey Department Manager	\$165.00	\$170.00	\$175.00	\$180.00
TBD, Professional Surveyor	\$135.00	\$139.00	\$143.00	\$147.00
TBD, Construction Testing Manager	\$95.00	\$98.00	\$101.00	\$104.00
TBD, Staff -Technical	\$70.00	\$72.00	\$74.00	\$76.00

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

\*\* Key Project Personnel

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	Anita Silverman Landscape Architecture, LLC
Yearly Hourly Billing Rate Increase	3%
Mark-up for Sub-Consultants (not to exceed 5%)	0%
Mark-up for Reimbursables (not to exceed 5%)	5% per DTMB

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
** Anita Silverman, Landscape Architect	\$125.00	\$129.00	\$133.00	\$137.00
TBD, Staff - Technical	\$70.00	\$72.00	\$74.00	\$76.00

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

\*\* Key Project Personnel

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	Trison Engineering Group
Yearly Hourly Billing Rate Increase	3%
Mark-up for Sub-Consultants (not to exceed 5%)	0%
Mark-up for Reimbursables (not to exceed 5%)	5% per DTMB

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
** Jim Edmondson, Principal – Structural	\$125.00	\$129.00	\$133.00	\$137.00
TBD, Staff Structural Engineer	\$110.00	\$113.00	\$116.00	\$119.00
TBD, Staff -Technical	\$70.00	\$72.00	\$74.00	\$76.00

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

\*\* Key Project Personnel



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	Interphase Office Interiors, Inc.
Yearly Hourly Billing Rate Increase	3%
Mark-up for Sub-Consultants (not to exceed 5%)	0%
Mark-up for Reimbursables (not to exceed 5%)	5% per DTMB

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
Keely Eagle-Trombley, Interior Designer Director	\$100.00	\$103.00	\$106.00	\$109.00
** Megan Blackmer, Staff Interior Designer	\$100.00	\$103.00	\$106.00	\$109.00
TBD, Staff -Technical	\$70.00	\$72.00	\$74.00	\$76.00

\*Billing Rate will be in accordance with the attached guideline page for instructions regarding the "Overhead Items used for Professional Billing Rate Calculation," and the attached "Sample Standard Contract for Professional Services," Article 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		125.00	
	Senior Architect		100.00	
	Licensed Surveyor		165.00	
	Project Engineer		125.00	
	Mech. Engineer.		110.00	
	Sr. Structural Engineer		125.00	
	Electrical Engineer		110.00	
	Draftsperson		70.00	
	Quality Control		100.00	
	CAD Operator		70.00	
SUBTOTAL				\$ 1.00

### 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			
Phase 500			
Phase 500			
	<b>SUBTOTAL</b>		<b>\$ 0.00</b>

### III-2D. Total, Summarized by Phase

PHASE	Phase 300	Phase 400	Phase 500	Phase 600	Phase 700	TOTAL
Professional Fee	1.00					\$ 1.00
Reimbursable Expenses						
<b>SUB-TOTAL</b>	<b>1.00</b>					
<b>TOTAL CONTRACT AMOUNT</b>						<b>\$ 1.00</b>

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## **PART II – COST**

### **III-3: Certificates and Forms**

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

### Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

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

(Check all that apply):

- ☐ Filed a Michigan single business tax return showing a portion, or all 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: 49660)
- ☐ 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: Kendra C. Thompson Architects, P.C.

Kendra C. Thompson, President

Authorized Agent Name (print or type)

*Kendra Thompson*

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.



**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: Kendra C. Thompson Architects, P.C.

Kendra C. Thompson, President  
 Authorized Agent Name (print or type)

Kendra Thompson

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. 1 dated: 12/8/2022,

No. \_\_\_\_ dated: \_\_\_\_\_ No. \_\_\_\_ dated: \_\_\_\_\_

**APPENDIX 3**  
**PROFESSIONAL CERTIFICATION FORMS**  
**(Please see pages 181 - 184 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"><b>DEPARTMENT OF TECHNOLOGY, MANAGEMENT &amp; BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2023</b></p>
--

**MICHIGAN SELECT CITIES\***

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

**MICHIGAN IN-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
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	
<b>Per Diem Total</b>	<b>\$92.50</b>	

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

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

**OUT-OF-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
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	
<b>Per Diem Total</b>	<b>\$101.50</b>	

Incidental Costs Per Day (with overnight stay)    \$5.00

<b>Mileage Rates</b>	<b>Current</b>
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](http://www.somtravel.com)

**SELECT CITY LIST**  
**SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES**  
**Effective January 1, 2023**

<b>Michigan Select Cities/Counties</b>		
	<b>CITIES</b>	<b>COUNTIES</b>
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
<b>Out of State Select Cities/Counties</b>		
<b>STATE</b>	<b>CITIES</b>	<b>COUNTIES</b>
<b>Alaska</b>	All locations	
<b>Arizona</b>	Phoenix, Scottsdale, Sedona	
<b>California</b>	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
<b>Colorado</b>	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
<b>Connecticut</b>	Bridgeport, Danbury	
<b>District of Columbia</b>	Washington DC (See also Maryland & Virginia)	
<b>Florida</b>	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West, Miami	
<b>Georgia</b>	Brunswick, Jekyll Island	
<b>Hawaii</b>	All locations	
<b>Idaho</b>	Ketchum, Sun Valley	
<b>Illinois</b>	Chicago	Cook, Lake
<b>Kentucky</b>	Kenton	
<b>Louisiana</b>	New Orleans	
<b>Maine</b>	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
<b>Maryland</b>	Baltimore City, Ocean City	Montgomery, Prince George
<b>Massachusetts</b>	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
<b>Minnesota</b>	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
<b>Nevada</b>	Las Vegas	
<b>New Mexico</b>	Santa Fe	
<b>New York</b>	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
<b>Ohio</b>	Cincinnati	
<b>Pennsylvania</b>	Pittsburgh	Bucks
<b>Puerto Rico</b>	All locations	
<b>Rhode Island</b>	Bristol, Jamestown, Middletown, Newport, Providence	Newport
<b>Texas</b>	Austin, Dallas, Houston, L.B. Johnson Space Center	
<b>Utah</b>	Park City	Summit
<b>Vermont</b>	Manchester, Montpelier, Stowe	Lamoille
<b>Virginia</b>	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
<b>Washington</b>	Port Angeles, Port Townsend, Seattle	
<b>Wyoming</b>	Jackson, Pinedale	

**APPENDIX 5**

**CERTIFICATES OF INSURANCE**





KENDTHO-01

LFRITCH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2023

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

PRODUCER <b>Professional Underwriters, Inc.</b> 39475 13 Mile Road, Suite 106 Novi, MI 48377	CONTACT NAME: <b>Leah R. Fritch</b>	
	PHONE (A/C, No, Ext): <b>(248) 553-8300 104</b> FAX (A/C, No): <b>(248) 553-8305</b>	
	E-MAIL ADDRESS: <b>lfritch@profunderwriters.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Travelers Indemnity Company of America</b>	<b>25666</b>
INSURED  <b>Kendra Thompson Architects, PC</b> <b>803 Cherry Street</b> <b>Manistee, MI 49660</b>	INSURER B : <b>Travelers Indemnity Company</b>	<b>25658</b>
	INSURER C : <b>Travelers Casualty and Surety Company of America</b>	<b>31194</b>
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	680-8T816997-22-42	10/15/2022	10/15/2023	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
	PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>						
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	680-8T816997-22-42	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP-006W794486	4/6/2023	4/6/2024	EACH OCCURRENCE \$ <b>2,000,000</b>
							AGGREGATE \$ <b>2,000,000</b>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Architects/Engineers			106390709	10/15/2022	10/15/2023	Per Claim <b>1,000,000</b>
C	Claims Made Basis			106390709	10/15/2022	10/15/2023	Aggregate <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
2023 General Architectural / Engineering Services ISID Number 969 The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds for General and Automobile Liability that includes hired and non-owned automobile coverage. Waiver of subrogation, except where waiver is prohibited by law.

## CERTIFICATE HOLDER

## CANCELLATION

STATE OF MICHIGAN Department of Technology,  
Management & Budget  
3111 W. ST. JOSEPH STREET  
Lansing, MI 48917

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

AUTHORIZED REPRESENTATIVE

**APPENDIX 6**  
**FEDERAL PROVISIONS ADDENDUM**

(If your project is funding wholly or in part by federal funds, this appendix applies)

# FEDERAL PROVISIONS ADDENDUM

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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

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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, **enter contractor name here**, 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.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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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

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Contractor's Full Legal Name

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Primary Point-of-Contact Email Address

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Business Address

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City Business is located

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State Business is located

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US Zip Code + 4 digits

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