

PSC-AE ISID Billing Rate
Rev 12/05/2022



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

Neyer, Tiseo & Hindo dba NTH Consultants, Ltd
41780 Six Mile Road, Suite 200
Northville, MI 48162

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. 00982

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

NTH Consultants, Ltd.

Firm Name

CV0022121

SIGMA Vendor ID Number

DocuSigned by:



2BF41E0D0F4749B...

Signature

3/24/2023

Date

Vice President

Title

FOR THE STATE OF MICHIGAN:



Director, DTMB | SFA | Design and Construction

March 31, 2023

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 100 - STUDY PHASE

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

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

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

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

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

Task 102 **RESEARCH:** Gather and/or develop all data to evaluate and clarify the Project. Research existing data, analyze and refine the concepts of the Project/Program Statement. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the information required to complete the Study incorporating functional and operations needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance, and other support features. Identify all additional research, studies, and analysis necessary to express such objectives and requirements in terms of a fully operable facility or system which will acceptably serve its intended use.

Task 103 **ANALYSIS:** Analyze data, information and research gathered. Create draft recommendations or results of the study and research. Upon completion of all on-site field investigation activities prepare a complete architectural and/or engineering study report. If appropriate, provide itemized construction cost estimates. The analysis will correlate, describe, and record research findings and information for the Project Team's understanding and acceptance. Transcribe and consolidate all existing data, studies, and the research analysis of Task 102 into a draft study report. Submit one (1) electronic copy in indexed PDF format of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments.

Task 110 **STUDY REPORT:** Incorporate the study review comments as directed by the Department into the final study report. Prepare and attend presentations to the Project Team and others for Study acceptance. The final report shall use the following outline and contain such detail as required for the Project Team's understanding and acceptance.

- Management Summary
- Problem
- Research Findings, Discussion and Details
- Conclusion
- Recommendation

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

PHASE 200 - PROGRAM

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

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

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

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

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

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

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

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

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

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

PHASE 300 - SCHEMATIC DESIGN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 400 - PRELIMINARY DESIGN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 500 - FINAL DESIGN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

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

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

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

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

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

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

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

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

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

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

Task 603 **PAYMENT PROCEDURES:** Monitor, evaluate, and provide timely administrative action, as necessary, to certify or reject, as appropriate, and process the Construction Contractor's schedule of costs and monthly submitted payment requests. Review of Payment Requests are to be completed concurrently by the Professional and the Department's Field Representative in which the Professional is to then provide comments to the Contractor.

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

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

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

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

Task 604 **CONSTRUCTION SCHEDULE PROGRESS:** Monitor, evaluate, and provide timely administrative action, as necessary, to determine whether the Construction Contractor's construction work schedule and progress appear to be adequate to achieve the Project on time and on schedule. Notify the Department, in writing, within three (3) business days of receipt of the Construction Contractor's proposed Project construction schedule, or amendments thereto, if in the Professional's opinion such construction schedule will produce the Project within the allotted Construction Contract completion time. Notify the Construction Contractor and the Department, in writing, if in the Professional's opinion such schedule should be accepted or rejected. Revise the construction schedule of Task 514 to show that the proposed on-site visitations of Tasks 703-706 are consistent with the actual events of the Project construction schedule. Give prompt, written notification to the Construction Contractor(s) and to the Department of inadequate construction schedule progress.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

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

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

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

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

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

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

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

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

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

ARTICLE II COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III PAYMENTS

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

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

This includes, but is not limited to:

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

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

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

ARTICLE IV ACCOUNTING

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

ARTICLE V INSURANCE

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

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

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

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

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

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

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

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

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

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

Certificate of Insurance documents, acceptable to the State, shall be provided and filed with the Department prior to commencement of the Professional's Project services, unless otherwise approved in writing, and not less than 20 days before the insurance expiration date every year thereafter. Facsimile copies of the Certificate of Insurance will not be accepted. Certificate of Insurance documents must be either submitted hard copy or portable document file (.pdf). The Certificate of Insurance documents must specify on the certificate in the oblong rectangle space labeled "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions/Special Items" the following items: (1) The ISID Title; (2) The ISID Contract Number; and (3) The State of Michigan must be named as an "Additional Insured on the General Liability and Automobile Insurance Policy." The Certificate of Insurance documents shall contain a provision that the Project insurance coverage afforded under the insurance policies for this Contract will not be modified or canceled without at least thirty (30) consecutive calendar days prior written notice, except for 10 days for non-payment of premium, to the State of Michigan, Department.

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

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

ARTICLE VI INDEMNIFICATION

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

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

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

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

ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

ARTICLE VIII TERMINATION

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

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

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

ARTICLE IX SUCCESSORS AND ASSIGNS

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

ARTICLE X GOVERNING LAW

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

ARTICLE XI NONDISCRIMINATION

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

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

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

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

ARTICLE XII CONTRACT CLAIMS AND DISPUTES

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

ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV COMPLETE AGREEMENT/MODIFICATION

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

APPENDIX 1

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

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

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

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:

NO Pre-Proposal Meeting or Walkthrough will be held

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

PROJECT DESCRIPTION/SERVICES REQUESTED

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

Please NOTE:

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

NIGP CODES

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

DESIRED SCHEDULE OF WORK

Dependent on the assigned project

ACCEPTING RFP QUESTIONS UNTIL:

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

REFERENCE STANDARDS: This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (DHHS, EGLE, DNR, and MIOSHA), and any other local regulations and standards that may apply.

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

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



STATE CAPITAL OUTLAY PROJECTS
REQUEST FOR PROPOSALS
FROM
PROFESSIONAL SERVICE CONTRACTORS

(Authority PA 431 of 1984)

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

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

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

ISSUING OFFICE

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



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

Part I - Technical Proposal

Part II – Cost Proposal

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

SECTION I GENERAL INFORMATION

I-1 Purpose

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

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

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

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

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

Please Note:

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

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

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

Phase—

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

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

I-2 Project/Program Statement

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

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

I-3 Issuing Office

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

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

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

I-4 Contract Award

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

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

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

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

I-5 Rejection of Proposals

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

I-6 Incurring Costs

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

I-7 Mandatory Pre- Proposal Meeting

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

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

I-8 Responsibilities of Professional

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

I-9 Proposals

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

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

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

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

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

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

SECTION II PROPOSAL FORMAT - PART I – TECHNICAL

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

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

II-1 General Information and Project Team

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

II-2 Understanding of Project and Tasks

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

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

II-3 Personnel

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

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

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

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

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

II-4 Management Summary, Work Plan, and Schedule

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

II-5 Questionnaire

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

II-6 References

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

SECTION III PROPOSAL FORMAT - PART II - COST

III-1 Instructions and Information – Billable Rate

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

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

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

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

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

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

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

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

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

III-2 Identification of Personnel and Estimated Compensation

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

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

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

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

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

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

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

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

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

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

C. Reimbursable Expenses for Individual Assigned Projects

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

D. Total, Summarized by Phase for Individual Assigned Projects

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

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

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

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

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

2023 HOURLY BILLING RATE
Based on 2022 Expenses

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

SALARIES:

Principals (Not Project
Related)
Clerical / Secretarial

Technical (Not Project
Related)
Temporary Help Tax
Technical Training
Recruiting Expenses

EMPLOYEE BENEFITS:

Hospitalization
Employer's
Federal Insurance
Contributions Act (FICA)Tax
Unemployment Insurance
Federal Unemployment
Disability
Worker's Compensation
Vacation
Holidays
Sick Pay
Medical Payments
Pension Funds
Insurance - Life
Retirement Plans

INSURANCE:

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

TAXES:

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

**SERVICES
(PROFESSIONAL)**

Accounting
Legal
Employment Fees
Computer Services Bond)
Research
Project / Contract Bond

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

OFFICE FACILITIES:

Rents and Related
Expenses
Utilities
Cleaning and Repair

LOSSES:

Bad Debts (net)

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

FINANCIAL:

Depreciation

SUPPLIES:

Postage

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

**PRINTING AND
DUPLICATION:**

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

Photographs

**SERVICES
(NONPROFESSIONAL):**

Telephone and Telegram

Messenger Services

TRAVEL:

All Project – Related
Travel*

MISCELLANEOUS:

Professional Organization
Dues for Principals and
Employees
Licensing Fees

III-2-A. Position, Classification and Employee Billing Rate Information**Firm Name****XYZ, Inc.****Yearly Hourly Billing Rate Increase****≈4%**

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

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

** Key Project Personnel

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

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

III-2C. Authorized Reimbursables -- Sub-consultants, Testing and Expenses***Firm's Mark-Up Percentage:** _____

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

III-2D. Total, Summarized by Phase

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

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

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

Bidder: _____

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.

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

Responsibility Certification

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

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

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

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

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

Bidder: _____

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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

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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.](#)

Version 10/22

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.

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- ☐ 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 ☐

Version 10/22

- 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.](#)

Version 10/22

- 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.](#)

Version 10/22

- 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.](#)

*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

DTMB-0414 RFP (Rev 2/22)

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

REQUEST FOR PROPOSAL
ADDENDUM NO. 1

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

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

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

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

End of Addendum 1

APPROVED BY:
Chris Parsons

PROJECT DIRECTOR

DATE 12/7/2022

APPENDIX 2

PROFESSIONAL'S PROPOSAL

TECHNICAL PROPOSAL

General Professional Design Services **2023 Indefinite-Scope Indefinite-Delivery**

Department of Technology, Management & Budget
State Facilities Administration
Design and Construction Division
3111 West St. Joseph Street
Lansing, MI 48917
ATTN: Chris Parsons, Project Director

January 19, 2023
NTH Proposal #: OP22000751



NTH Consultants, Ltd.
41780 Six Mile Rd.
Suite 200
Northville, MI 48168



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Section 5. Questionnaire

Section 6. References



Appendices

Appendix A. Key Staff Resumes

Appendix B. Required Documents





NTH Consultants, Ltd.

Infrastructure Engineering
and Environmental Services

41780 Six Mile Rd., Suite 200; Northville, MI 48168
Phone 248-553-6300 • Fax 248-324-5179

Department of Technology, Management & Budget
State Facilities Administration
Design and Construction Division
3111 West St. Joseph Street
Lansing, MI 48917
ATTN: Chris Parsons, Project Director

January 19, 2023
NTH Proposal #: OP22000751

**RE: General Professional Design Services
2023 Indefinite-Scope Indefinite-Delivery**

Dear Mr. Parsons:

NTH Consultants, Ltd. (NTH) is pleased to submit this Technical and Cost proposal in response to the Request for Proposals for Professional Service Contractors. As requested, our proposal has been submitted electronically through the State of Michigan Procurement System (SIGMA VSS).

NTH has assembled a dedicated project team capable of successfully performing the following services for which our firm is exceptionally qualified and experienced:

- Bridges - Pedestrian and Vehicular
- Building Envelope Investigation, Repair, Upgrade
- Correctional Facilities
- General Architectural and / or Engineering Design
- 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 Sport Facilities / Fields
- Roof Repair, Restoration and / or Replacement Design
- Soil Erosion Sedimentation Controls
- Stormwater Management and Drainage Plans
- Structural Investigation and Assessment
- Trail Design and Development
- Wastewater Systems
- Water Supply Systems

The regions where our firm can most efficiently provide services include:

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



41780 Six Mile Rd., Suite 200; Northville, MI 48168
Phone 248-553-6300 • Fax 248-324-5179

NTH has been providing these professional services to our clients throughout the areas mentioned and beyond since 1968. We recruit and develop professionals to be among the industry's most qualified and experienced, eager to face design and construction challenges, proving our reputation as a leader in creative and constructible solutions. Satisfied clients have highlighted the following reasons for working with our firm:



Exemplary Client Relations: As an employee-owned firm with decades of experience and a proven client service record, we have earned the respect of our peers and our clients by providing innovative, cost-effective solutions for both unusual and routine projects. We believe the key to our success is serving as a client advocate, which requires a unique understanding of the owner's objectives, expectations, and financial goals. In a recent client survey 100% of respondents indicated they would rehire and / or refer NTH in the future. We have five offices throughout Michigan, allowing us the ability to provide services quickly and efficiently to projects in the above-mentioned service areas. Our staff will provide the State of Michigan with highly specialized expertise, constant communication, and technical support in completing the assignments under this contract.



Relevant Expertise: NTH is well suited for this contract due to our ability to bring practicality and functionality to our design projects, our successful experience with relevant and award-winning projects, our stellar references, our competitive pricing structure, and our focus on collaboration with our clients. We are public and private sector consultants providing professional services to a diverse mix of clients including governmental agencies, counties, municipalities, publicly-owned utilities, as well as commercial & industrial clientele. We hold numerous as-needed contracts for public clients – many of which we have held for decades, including a current ISID Environmental as-needed contract with DTMB.



Trusted Advisors to Lead the Way: For this contract, your main contact and Project Manager will be David Lutz, P.E. (contact information below). Mr. Lutz has nearly 20 years of experience assembling and managing design teams on multi-million-dollar construction projects related to site civil, infrastructure improvement, and environmental construction. He is experienced in managing all phases of a project from cost estimating through planning, design, permitting, construction administration, and project closeout. Our team also provides you with support staff having decades of relevant experience in many key service areas requested by the State.

We are confident that NTH will meet or exceed your expectations and are committed to providing you, the highest quality of service. Given our recent experience completing projects for the State under our environmental ISID contract as well as project-specific design contracts, along with our proven track record of success, we are confident that NTH is uniquely qualified to perform under this contract for DTMB.

NTH acknowledges receipt of Addenda 1, dated 12/08/2022. Mr. David R. Lutz is authorized by NTH to execute the contract. Should you have any questions or require additional information regarding our submittal, please feel free to contact David at 248.662-2750.

Sincerely,
NTH Consultants, Ltd.

DocuSigned by:

David R. Lutz

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David R. Lutz, P.E.

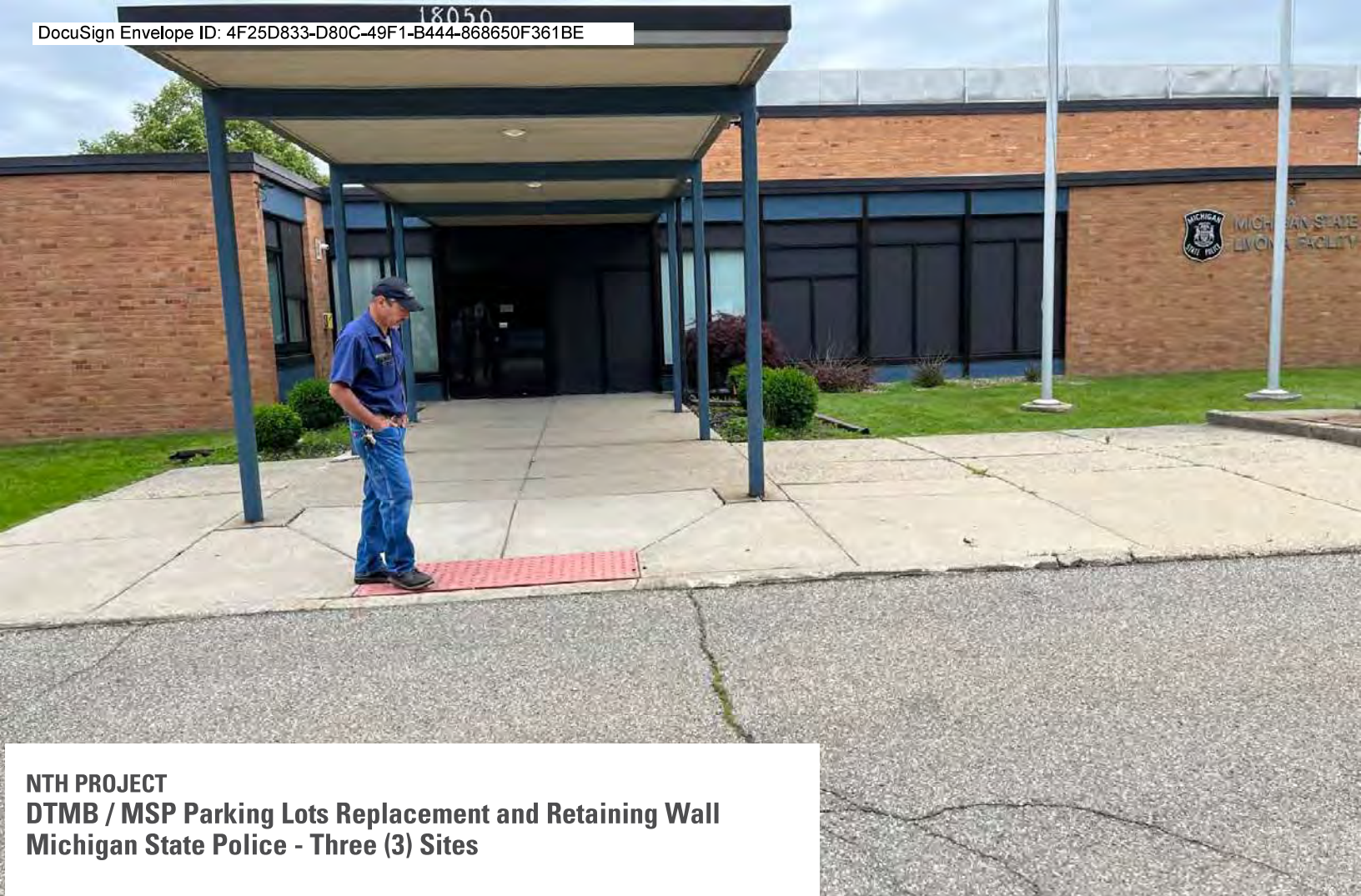
Project Manager / Vice President
Northville Office
41780 Six Mile Road; Suite 200
Northville, MI 48168
dlutz@nthconsultants.com
248.662.2750

DocuSigned by:

Jason Edberg

8F5EF26DB5EB488...

Jason R. Edberg
Senior Vice President
Northville Office
41780 Six Mile Road; Suite 200
Northville, MI 48168
jedberg@nthconsultants.com
248.640.0465



NTH PROJECT
DTMB / MSP Parking Lots Replacement and Retaining Wall
Michigan State Police - Three (3) Sites

SECTION 1

GENERAL INFORMATION



WHY NTH?

- ✓ Over 55 years of experience in professional consulting services
- ✓ Decades of award-winning projects in various disciplines
- ✓ Committed, talented, nimble, local project team
- ✓ Extensive experience with the State of Michigan and DTMB projects
- ✓ Long history of providing services on an as-needed basis

NTH AT A GLANCE

- Legal Formation: Corporation
- State of Incorporation: MI
- Incorporated: July 30, 1968
- Federal ID #: 38-1880747
- Offices throughout Michigan
- Over 37 PEs, CPG, CPs
- Over 105 professionals
- Recipient of numerous excellence awards
- Serving public and private sector clients
- Specializing in infrastructure and environmental engineering services
- Successfully provided as-needed services to a multitude of municipalities and government agencies in Michigan



Section 1. General Information

NTH Consultants, Ltd. (NTH), is a professional consulting engineering firm, incorporated and licensed as a corporation to do business in the State of Michigan. NTH was founded in 1968 by Benedict Tiseo, Kal Hindo, and Jerry Neyer to provide high-quality professional engineering and technical solutions to a wide variety of clients.

They created our firm more than 55 years ago and we have become nationally recognized as a leader in Civil Infrastructure, Geotechnical Engineering, Facilities / Asset Management Engineering, and Environmental Services for many clients to address their public infrastructure needs. Although based in southeast Michigan, the firm has completed numerous projects around the country and internationally.

You won't be our only client, but you'll think you are.

Our expertise includes:

- **Civil Engineering:** NTH has extensive experience designing roads and underground utilities, including water supply, sanitary sewers, pump stations and storm water management facilities. Incorporating the latest design techniques in-practice today, we can efficiently design site infrastructure for a wide-variety of client and regulatory needs, including low impact development “green” storm water management to cut/fill site balance and grading analyses.
- **Facilities / Asset Management Services:** NTH provides valuable services at each stage of a facility's life cycle. From initial planning to completed construction, all the way through upkeep, rehabilitation, decommissioning, and demolition, we have the skills to design, oversee and inspect even the most difficult projects. We use cutting-edge technology and processes that provide the critical information needed to maintain our clients' current facilities most efficiently and rehabilitate damaged assets most effectively.

- Geotechnical Engineering:** NTH's geotechnical expertise spans a wide range of services such as soil and rock investigations, groundwater investigations, soil dynamics, slope/excavation stability analyses, value engineering, failure analysis, and forensic evaluations. In addition, we provide design-related services including foundations, pavements, tunnels and shafts, cofferdams, excavation support systems, dewatering systems, as well as civil and site engineering. NTH is grounded in the understanding of the complex interaction between earth materials and constructed facilities in the built environment. We provide expertise to identify construction or restoration constraints and to resolve them; to understand regulatory agency policies and navigate them successfully; and to recognize unique opportunities for our clients and to capitalize on them.

When you choose NTH, you will see that your needs are a priority and won't be lost in red tape and project backlog. NTH is the best choice for you based on our experience, size, location, and our reputation for superior project delivery and client satisfaction.

- Environmental Engineering:** With experience dating back to some of the earliest state and federal environmental regulations, NTH has assisted a broad range of clients with evaluating, constructing, and operating facilities in full compliance with laws and agency protocols. We provide environmental engineering services in areas of Brownfield redevelopment, air quality, PFAS investigations, regulatory compliance, landfills, site/risk assessments, remedial investigations, feasibility studies, hydrogeologic studies, and storage tank management, just to name a few. NTH currently holds a DTMB ISID environmental contract.

Our goal to exceed client expectations has led NTH to deliver award-winning projects consistently, earning our reputation as a recognized expert in civil, asset management, environmental, and geotechnical disciplines

NTH is headquartered in Northville, Michigan, with other Michigan offices located in East Lansing, Grand Rapids, and Detroit, as well as a geotechnical testing lab in Livonia. Our present staff consists of more than 105 engineers, geologists, scientists, and other support

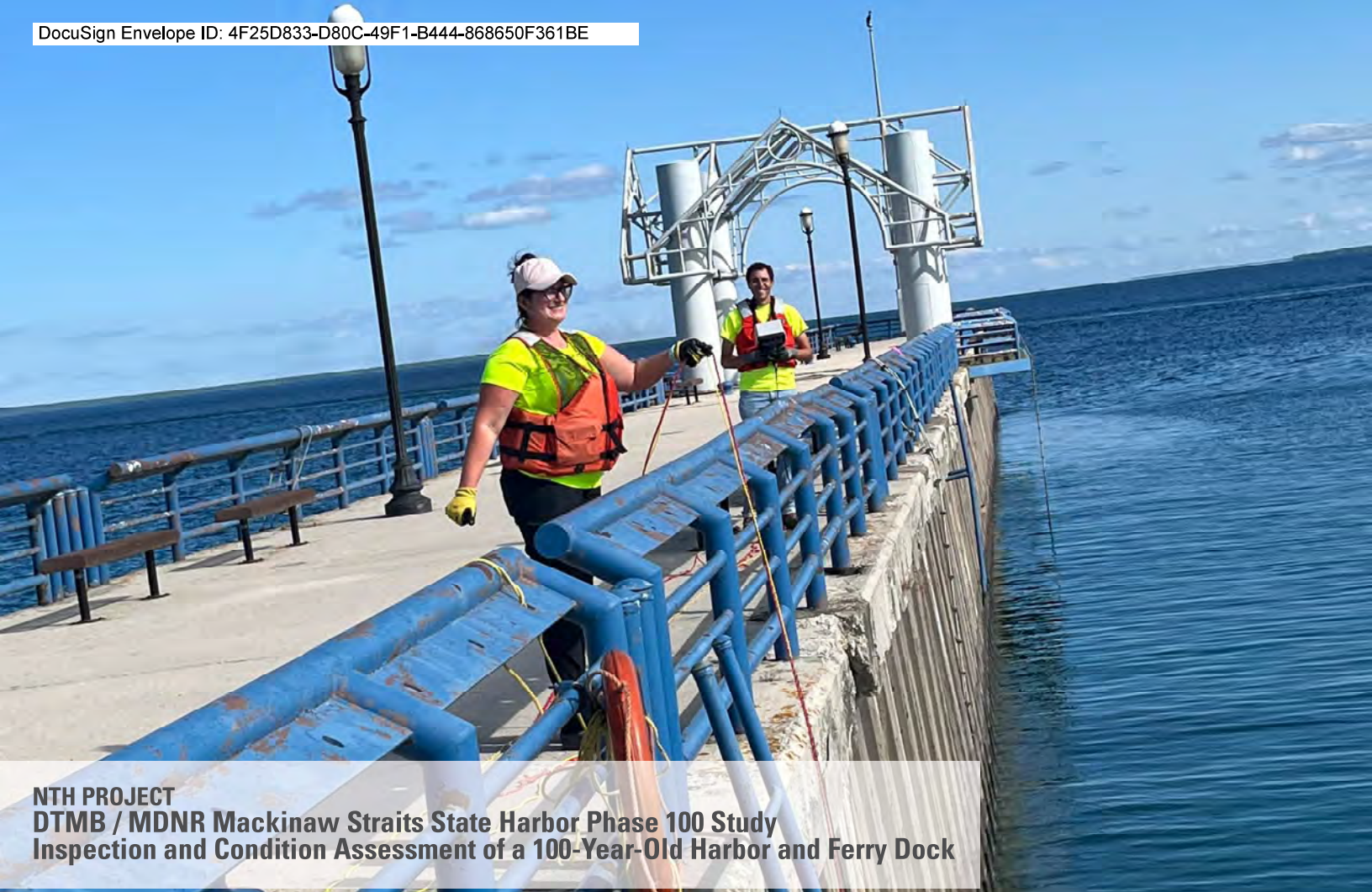
/ administrative staff. We are an employee-owned firm with decades of experience and a proven client service record. We have earned the respect of our peers and our clients by providing innovative, cost-effective solutions for both unusual and routine projects. We believe the key to our success is serving as a client advocate, which requires a unique understanding of the owner's objectives, expectations, and financial goals.

NTH is consistently recognized for its award-winning projects from entities such as the American Council of Engineering Companies and the American Society of Civil Engineers as well as for its corporate operations. NTH was recently named the ESOP Company of the Year, a Best and Brightest Workplace both for Metro-Detroit and Nationally, a Detroit Free Press Top Places to Work, and a Crain's Detroit Cool Places to Work. NTH is licensed to operate in the State of Michigan.

NTH has never defaulted on a contract or had it terminated for cause. If awarded this contract please use this address for all communication: 41780 Six Mile Road, Suite 200, Northville, MI 48168.



NTH Wins Company of the Year
ESOP Association of Michigan
For Outstanding Company Commitment to the ESOP Culture



NTH PROJECT
DTMB / MDNR Mackinaw Straits State Harbor Phase 100 Study
Inspection and Condition Assessment of a 100-Year-Old Harbor and Ferry Dock



SECTION 2

UNDERSTANDING OF PROJECT AND TASKS

Section 2. Understanding of Project and Tasks

NTH has reviewed the 2023 General Professional Design Services ISID RFP and Scope of Work issued by DTMB for professional architectural and engineering services for minor, emergency, and/or routine projects in Michigan. Further, NTH understands that DTMB is seeking the services of qualified firms to provide various professional design services in the execution of facility preservation, maintenance, alteration, and construction projects. Professional services are to be performed in accordance with all applicable Local, State, and Federal regulations.

NTH has a long history of success assisting clients and communities across the State of Michigan with general engineering projects such as those identified under this contract. We are knowledgeable in the details and procedures to complete these projects in a cost-effective manner, and through our experiences, have assisted various clients and government agencies with these types of projects over our 55-year history.

Team members available to assist with awarded projects under this contract have more than 200 years of cumulative experience with both State and Federal projects, and we have good working relationships with professionals at the Michigan Department of Corrections (MDOC), Michigan State Police (MSP), Michigan Department of Agriculture (MDA), Natural Resources (MDNR), and Michigan Department of Environment, Great Lakes, and Energy (EGLE) that may be involved on assigned project sites.

The Project Team that will work directly with the State has extensive experience in performing the service types identified in Article 2: Project Types And Services Offered in the DTMB Questionnaire located in **Section 5**. We have provided project examples with references, who can attest to our work and our client support, in **Section 6**.

We are familiar working with architectural and engineering partners in the traditional engagement of professional services for small facility preservation, maintenance, and alteration projects. The traditional process includes:

- Programming;
- Schematic Design (SD);
- Detailed Design (DD);
- Construction Documentation (CD); and
- Construction Administration (CA).

Given the size and nature of individual assignments, some or a majority, of these steps may be either involved and complex, simple and succinct, or omitted all together, such that the engineering moves directly to DD and CD phases, if the project sponsor has largely programmed and developed the basics of the project internally, prior to consultant engagement.

For each of the phases in the process, we would envision the following general items to be included in the scope, depending on the nature and complexity of the project:

Programming

This phase is typically the initial conceptualization and thought generation phase after a project is initially conceptualized by the Owner. During this task, the main objectives and features are identified and organized to develop the overall guiding principles of the project. Items such as functionality, aesthetics, project hurdles, budget, and schedule are laid out to take the project vision and put it into a real-world framework that will guide future decisions during subsequent phases.

Schematic Design (SD)

During SD, the project vision and programming elements are synthesized into a preliminary conceptual plan for the project solution. The preliminary conceptual plan, including sketches, rough-order-of-magnitude cost, schedule verification, and preliminary sizing and selection of materials, provide context to the Owner of how the project vision becomes reality. Typically, this preliminary design information is reviewed with the Owner during charrette review session(s) and evolves to accommodate requests and/or constraints articulated by the Owner

Design Development (DD)

Once SD phase is complete, the project moves into the DD phase where the design is refined and more fully detailed to ensure the complete engineering and functionality of the proposed solution. Depending on the disciplines involved in a particular project, this may include several engineering and/or architectural specialties fully vetting out the details of the systems and components being proposed as well as any coordination or adjustments required. Cost estimates and schedules are typically updated at this stage to confirm alignment with Owner's expectations. Typically, an Issued for Permits document set is produced for submission and approval to the appropriate authorities having jurisdiction.

Construction Documentation (CD)

The final phase in the process before construction is typically the CD phase where the detailed design is developed into final construction documentation including engineering drawings and technical specifications, depending on project requirements. The documents serve the contractor to construct the project as programmed and designed.

Construction Administration (CA)

During construction, this phase includes project management and oversight to assist the Owner in making sure the project is constructed in conformance with the construction documents. This phase typically includes request for information (RFI) response, submittal review, construction progress meetings attendance, issuance of bulletins and/or construction change directives (CCD), as required, to clarify the construction requirements. Additionally, construction observation and quality assurance testing services including on-site construction review, laboratory, and field-testing services, may be included to confirm the contractor is constructing the work in accordance with the construction documents.

If selected, it is our understanding that NTH would be invited to enter into a contract with DTMB for engineering services related to the above-noted categories for projects in Michigan. The contract does not guarantee project assignments. Upon approval of a contract with DTMB, NTH could be selected to provide a cost proposal for identified services and tasks related to an assigned project overseen by DTMB through an applicable State department.

We are proud of our long history, diverse engineering skills, record-of-success, staff-retention rate, and award-winning recognition by our peers. We believe these attributes, combined with our strong project management system and long-term, wide-spread presence throughout Michigan, make us uniquely qualified to serve as one of DTMB's ISID engineering consultants. The strength of our firm is based on the knowledge and experience of our staff, including our proposed ISID project team, as detailed in the next section.

NTH PROJECT EXAMPLE CLINTON-OAKLAND INTERCEPTOR FAILURE - EMERGENCY 54" SANITARY SEWER RESTORATION Oakland County Water Resources Commissioner's Office (Under As-Needed Engineering Services Contract)

"NTH worked very closely throughout the project with Oakland County Water Resources Commissioner Office staff and the general contractor to provide the team with solid engineering concepts. The project team was able to accomplish the necessary rehabilitation and restoration work under a very demanding project delivery schedule and we are pleased with the outcome."

~ Evans Bantios, P.E., Civil Engineer III, Oakland County Water Resources Commissioner's Office.





NTH PROJECT
Detroit/Wayne County Port Authority
International Public Dock & Terminal Design



**American Council of
Engineering
Honorable Conceptor Award
for Engineering**

SECTION 3

PERSONNEL



Section 3. Personnel

NTH Key Staff

With over 105 professional staff in our five Michigan offices, we are extremely well-equipped to meet the staffing requirements for any anticipated projects. The NTH Team includes specialized engineers, scientists, geologists, and project/task managers with significant experience in all of the service areas identified in the scope of work. A brief overview of each of our key staff members as well as an organizational chart for this contract is included following the staff overviews. Resumes for all key personnel are provided in **Appendix A**.

David Lutz, P.E.
PROJECT MANAGER / TRAIL DESIGN / SPORT FACILITIES

Northville Office



Mr. Lutz has nearly 20 years of experience assembling and managing design teams on multi-million dollar construction projects related to site civil, infrastructure improvement, facility, and recreation construction. He is experienced in managing all phases of a project from cost estimating through planning, design, permitting, construction administration, and project closeout. Mr. Lutz has expertise performing a variety of engineering analyses and evaluations related to site development, utilities, and other site civil infrastructure projects in which he has also developed design drawings and technical specifications. Mr. Lutz’s focused expertise is in hydrology, including storm water runoff estimation, conveyance systems, detention ponds, “green” infrastructure, and lift station/ forcemain design. He has designed and managed site civil construction projects his entire career.

Lansing Community College Parking Lots and Garage

Project Manager: Led civil engineering design effort for new parking facilities totaling nearly 2,000 spaces and \$50 million. Led site-civil engineering design effort to reconstruct 3 surface lots and replace an existing garage with a new state-of-the-art parking garage in the heart of the City.

MSP Parking Lot Replacements and Retaining Wall Reconstruction

QA/QC Technical Advisor: Managed engineering design effort for a \$7 million retrofit of a 24-acre athletic complex that included synthetic turf conversion and traditional site-civil design including utility design for all new services (water, storm, sanitary, fire suppression) to the previously undeveloped property.

PROJECT MANAGEMENT / PROJECT LEADERSHIP EXAMPLE

Livernois Streetscape Enhancement

Mr. Lutz led the engineering design effort for an \$18 million, 1.25 mile, award-winning, streetscape enhancement of Livernois Ave along the “Avenue of Fashion” which included implementing a “road diet” on Livernois Ave. in Detroit, by removing the center median and reducing the lanes of travel while providing expanded sidewalks, pedestrian, and bicycle facilities. Mr. Lutz and his team provided utility relocation, grading, traffic control and calming improvements and extensive inter-agency permitting assistance with multiple stakeholders at the franchise utility, local, county, and state level. This project won an ACEC/MI Merit Award for Engineering.



Jason Edberg, P.E.

QA/QC ADVISOR / WATER SUPPLY / WASTEWATER SYSTEMS

Northville Office



Mr. Edberg is a Senior Vice President, Senior Principal Engineer and Chief Business Development Officer with over 20 years of experience in heavy civil/structural design and construction project engineering. His areas of expertise include design and construction management of municipal infrastructure construction projects. Mr. Edberg has either led or served in a primary role on NTH's largest, most complex, and most critical water and wastewater infrastructure investigations, condition assessments, and rehabilitation and repair – including multiple major emergency repairs. He has over 21 years of experience in heavy civil/structural design and construction project engineering and project management. Jason's extensive work on

aging sewer systems in Michigan and Ohio has led him to develop a unique method for supporting and accessing sewers to prevent raveling and collapse of these delicate structures. These methods have been executed successfully on projects for the Northeast Ohio Regional Sewer District, the Oakland County Water Resource Commissioner's Office, the Cincinnati Metropolitan Sewer District, the City of Columbus, and the Detroit Water and Sewerage Department (Great Lakes Water Authority).

DTMB / MDNR Straits State Harbor

Project Manager: Providing project oversight for condition assessment of the existing shoreline systems of over approximately 5,000 LF of shoreline. Currently evaluating timber crib structures, cellular steel sheet pile cofferdams, anchored steel sheet pile seawalls, and natural shoreline for current observed condition compared to original design, impacts to structural stability, and rehabilitation recommendations.

Wendy Park Bridge

Technical Advisor: Provided technical support during field exploration and design of the proposed bridge foundations. Reviewed investigation reports and recommendations for the lateral loading requirements for the bridge piers.

EMERGENCY RESPONSE / SEWER REHABILITATION EXPERT

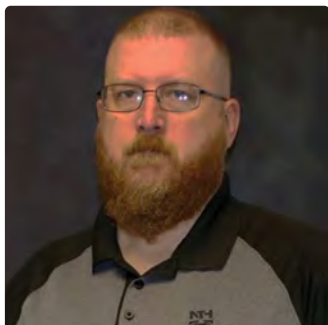


Mr. Edberg has extensive experience providing emergency response services on sinkhole projects for water/wastewater utilities and other infrastructure owners. His experience in responding to infrastructure emergencies includes condition assessment, environmental containment, soil stabilization and protection of infrastructure, as well as design and construction oversight of repairs and restoration. Mr. Edberg is pictured here with Candice Miller, Public Works Commissioner of Macomb County, and Mark Hackel, Macomb County Executive who asked Mr. Edberg to speak to the press and give his expert opinion regarding the potential causes of, and repair options for, the 15 Mile sink hole in Fraser, MI in 2017.

Scott Palmer

CORPORATE HEALTH AND SAFETY DIRECTOR

Northville Office



Mr. Palmer has over 15 years of experience in occupational safety, hazardous spill clean-up and emergency response. Prior to joining NTH, Mr. Palmer served as in the US Army as a CBRN Operations Specialist and has several safety positions, including as an EHS technician at a hazmat response, remediation, and environmental construction company. In that role, he acted as a site safety for large projects, conducted employee safety training, and performed root cause analysis on incidents and injuries.

City of Portland Safety Training

Safety Trainer: Created safety programs and delivered training on those programs.

Northeast Sewage Pumping Station Safety Audit

Safety Auditor: Performed reoccurring safety audits of the pumping station, and providing reports after the audit is complete, on an annual basis.

Charles Roarty, P.E. MARINE SERVICES

Detroit Office



Mr. Roarty offers DTMB his more than 41 years of experience in geotechnical, civil, shoreline, underground structural, and forensic engineering. Mr. Roarty has managed geotechnical investigations and design for various building, utility, seawalls, shoreline, tunnel, and other underground projects as well as forensic investigations of failed underground structures. He has managed the emergency repair of underground conduits, failed slopes, underground and shoreline structures. He has managed several projects along

the Detroit River involving the repair and/or adaptive re-use of former docks, wharfs and piers at former industrial sites repurposed for recreational use.

1351 W. Jefferson Seawall Rehabilitation

Project Manager: Led geotechnical investigation and existing conditions evaluation to repair wharf to accommodate West Riverwalk construction.

Edison Boat Club Seawall Design

Project Manager: Led geotechnical investigation and existing conditions evaluation to repair wharf along Detroit River and seawalls along former intake and outfall canals at former Conner Creek Power Plant.

SHORELINE EXPERTISE TECHNICAL WEBINAR

The Impact Of Varying Water Levels On Shorelines & Shoreline Systems

Recently Mr. Roarty joined another NTH expert in hosting a technical webinar to share their extensive experience with shoreline projects on the Great Lakes and Detroit River, evaluating current conditions, and rehabilitating existing structures. They also discussed appropriate solutions that can help private owners and municipalities adapt to changing water levels, avoid property damage, and reduce maintenance and repair costs. Several GLWA staff members attended this information webinar which can be viewed here: <https://bit.ly/NTHShorelineWebinar>



John Stadnicar, P.E.

BUILDING ENVELOPE INVESTIGATION / GENERAL ENGINEERING

Northville Office



Mr. Stadnicar has 45 years of practical engineering and project management experience with construction materials testing and evaluation, geotechnical investigations, pavement engineering design and pavement management, restoration design for concrete, masonry and steel structures, aboveground storage tank assessments, property condition surveys and asset management, structural condition assessments, and construction contract administration. With his wide range of experience, his current role focuses on asset / infrastructure preservation and sustainability, restoration design, construction contract administration,

and asset management / capital planning for buildings, systems, and infrastructure. He also manages and serves as a technical consultant for numerous building / pavement restoration projects, demolition, restoration design, forensic studies, and facility / asset capital planning services.

Throughout his career, he has performed or coordinated numerous condition assessment and capital planning programs. Capital planning and asset management programs start with an understanding of present conditions that generally require an assessment of multiple facilities assessing and identifying deferred maintenance then evaluating the service life of various components and equipment systems. These findings are incorporated into a database where renewal and restoration requirement costs are estimated over time, to establish funding plans that can be presented to help management make informed decisions retarding capital improvements.

DTE Energy General Office (GO) Building Restoration

Project Manager: Served as the Project Manager during the restoration of the GO Building. The restoration work included masonry repointing, structural steel enhancements, installation of new flashings over wall penetrations, and expansion joint / sealant replacement, testing and startup operations.

Ypsilanti Customer Office Building

Project Manager: Served as the Project Manager for the condition assessment and restoration design program for the storefront window replacement program of the subject building. NTH conducted a condition assessment of the building's façade and storefront window systems to make improvements due to deterioration.

Samantha L. Grant, P.E.

PARKING & PAVING / STORMWATER MANAGEMENT

Northville Office



Ms. Grant has more than a decade of experience in engineering design, project management, and personnel management for projects related to site civil design, stormwater management, roadway design, and environmental engineering. She has experience both managing and performing tasks for projects from beginning to end, including planning, design, permitting, construction administration, and project closeout. She has experience performing and reviewing evaluations and analyses related to roadway design, stormwater runoff, green

infrastructure, detention ponds, lift station/ forcemain design, utility design, and grading for projects from landfills to roadways to parking lots. She has also developed and / or managed construction drawing and technical specification package preparation for these projects. Ms. Grant is currently leading a team on DTMB projects at the Parnall Correctional Facility, SRBO/ADD pavement replacement and three MSP sites.

MDOC Parnall Correctional Facility Pavement Improvements

Project Manager: Providing project oversight and engineering design services for pavement and parking lot reconstruction design and construction administration at Parnall to rehabilitate, expand, and improve parking configurations and stormwater drainage for the facility.

MSP Parking Lot Replacement at 3 Sites and Retaining Wall Reconstruction

Project Manager: Providing project management for engineering design for pavement and parking lot reconstruction design and construction administration at the Northville Forensic Laboratory, MSP Lapeer Post #34 (Lapeer), and the Livonia Facility, along with retaining wall rehabilitation at the Northville facility.

PAVING / STORMWATER PROJECT EXPERTISE

Parking Lots Replacement and Retaining Wall

Ms. Grant is currently the Project Manager for a similar project to provide engineering design services for pavement and parking lot reconstruction design at the Northville Forensic Laboratory, MSP Lapeer Post #34 (Lapeer), and the Livonia Training Facility, along with retaining wall rehabilitation at the Northville facility. At the Michigan State Police Northville Forensic Laboratory, Livonia Training Center and Lapeer Post, Ms. Grant and her team have completed a majority of the field investigation activities including pavement assessment, topographic survey, and geotechnical evaluation. Engineering documentation is progressing to the 90% design completion phase.



Richard Bresso, P.E., RRC

ROOF REPAIR, RESTORATION, REPLACEMENT DESIGN

Northville Office



Mr. Bresso is a Licensed Professional Engineer and a Registered Roof Consultant, one of only 36 such individuals throughout the U.S. and Canada who are registered by, and members of, RCI, Inc. (formerly the Roof Consultants Institute). He is a past two-term president and current board member of the RCI Great Lakes Chapter, one of the premier chapters in North America. Mr. Bresso offers over 44 years of experience, the last 39 with NTH, in a wide range of roofing technology consulting services. Mr. Bresso has served as project manager on thousands of roofing projects totaling tens of millions of square footage, conducting roof evaluation and

assessment surveys, developing construction designs (plans and technical specifications), and implementing quality assurance programs for in-progress roof replacement work. Mr. Bresso's clients include government agencies, municipalities, automotive manufacturers, utilities, educational facilities, and private industrial and commercial entities. He leads a team of highly skilled roofing professionals who have been trusted advisors for decades to valued clients such as General Motors, DTE Energy, and Detroit Diesel.

General Motors Roof Management Program

Project Manager: Led effort to conduct roof condition assessments at over 600 roof areas, covering more than 9.5 million square feet at three Assembly Plants in Michigan.

GLWA Springwells Water Treatment Facility

Project Manager / Designer of Record: Project manager and designer-of-record for roof replacement work and Quality Assurance Program (QAP) on-site management services. The project involved application of a new roof with a construction budget of approximately \$5,000,000.

Karen Okonta

SOIL EROSION SEDIMENTATION CONTROLS

Northville Office


Ms. Okonta offers more than 30 years of professional experience assisting clients with management and compliance of stormwater and surface water programs, and other environmental monitoring programs. Her expertise includes environmental permitting and development and implementation of environmental management systems including design and management of groundwater, surface water, and storm water programs, development of watershed and materials management plans; and remedial investigations and corrective measures.

Ms. Okonta has extensive experience with NPDES and storm water permitting, hydrogeological investigations, statistical analysis, SESC, SPCC, PIPP, and SWPP program management, modeling applications, data management and analyses, risk assessment, geochemical studies, contaminant fate and transport, and special research and development projects. Throughout her career, she has managed projects that include remedial investigations and corrective measures and developed a wide array of compliance monitoring programs and plans. She works with the private and public sectors on regulatory compliance programs in several states and her clients have ranged from municipalities to commercial and industrial entities and not-for-profit organizations.

Waterfront Petroleum DWSD Drainage Credit

Project Professional: Assisted with credit application effort, and negotiations with DWSD to obtain stormwater credit reductions for 4 parcels (2 sites) for bulk storage terminals. Achieved 100% credit for 3 parcels and a 95% reduction for 4th parcel based on unique site characteristics and existing permits.

Detroit Salt Soil Erosion and Sedimentation Control Permit

Assisted with the development of a Soil Erosion and Sedimentation Control Permit (SESC) for the construction of a bulk storage/transfer facility in, Detroit, Wayne County as well as Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasures (SPCC) and Pollutant Incident Prevention (PIP) Plan.

Saju Sachidanandan, P.E.

STRUCTURAL INVESTIGATION AND ASSESSMENT

Northville Office


Mr. Sachidanandan is a Senior Vice President and oversees the Infrastructure Division at NTH. He has 22 years of experience in civil engineering which includes structural design and construction contract administration of wastewater treatment facilities and appurtenant structures, tunnels, shafts, and condition assessment of structures. Prior to joining NTH, Mr. Sachidanandan conducted research and published papers in the field of Fiber Reinforced Polymer application in

bridges. His roles include Project/Phase Manager/Resident Engineer in the design and construction of heavy underground projects, which consists of treatment shaft constructed as sinking caisson, tunnel relining, shotcreting, jet grouting, subsurface grouting, box-sewer siphon under river, deep earth retention systems, precast and cast-in-place box sewers, directional drilling, CIPP lining, construction of control facility, pile driving, rock blasting and mass concreting with liquid nitrogen.

OMID North Interceptor East Arm (NI-EA) PCI-4, PCI-18, and PCI-19 Rehabilitation Design

Project Manager: Currently serving as the Project Manager for the rehabilitation of the NI-EA PCI-4, PCI-18, and PCI-19 reaches. The design included: field investigation, condition assessment, geotechnical engineering, environmental studies, feasibility study and basis of design report, etc.

Telegraph Franklin Sewer Replacement Project

Served as the Design/Construction Phase Manager for the replacement of a collapsed 48-inch diameter sanitary sewer using a 30in HDD.

Philip Rasor, P.E. BRIDGE DESIGN

E. Lansing Office



Mr. Rasor has more than 35-years of experience in the discipline of Transportation Infrastructure. He began his career as a structural and bridge design engineer providing analysis & design documents for the repair, rehabilitation and replacement of bridges both large and small. Many of the bridges he designed were signature bridges requiring unique structural components, architectural elements or both. These were designed for municipalities, counties and several state DOT's. He is also well-versed in overall transportation infrastructure

including the design of roads & streets, highways & interstates, along with their accompanying utilities and right-of-way needs. He has managed projects ranging from milling & resurfacing of asphalt streets, widening of existing freeways to the investigation of new interchange location and has lead multi-discipline teams on large projects coordinating between Teams in different states and parts of the world. He understands the needs of his clients having served as City Engineer (under a consultant contract) for several communities. His clients have included large and small municipalities, MDOT/ODOT/INDOT/KTC and WVDOT as well as the US Army Corps of Engineers.

WWTP Access Drive Bridge Replacement

Project Manager / Senior Bridge Engineer: For the design and construction of a new bridge over the Huron River to parallel the existing 90-year old, 2 span, reinforced concrete deck on rolled steel beams bridge currently serving as the only access to the City of Ann Arbor's Wastewater Treatment Facilities Plant.

General Engineering Services, Bridge Inspection & Rehabilitation - Public Service Department's Division of Design & Construction

Project Principal/QA Manager: Led the safety and structural inspection of a these bridges and other structures. Based on results of the investigations inspections, he lead the teams in developing bridge scoping for the repair, rehabilitation and/or replacement of a variety of the structures.

Peter Margules, P.E. LOCKS / DAMS

Northville Office



Mr. Margules has over 31 years of experience, including 27 years with NTH, in a wide range of geotechnical engineering and construction monitoring projects. He has conducted geotechnical explorations for foundations, excavations, dams, and slopes, as well as designed deep and shallow foundations and earth retention systems, including mechanically stabilized earth walls. Mr. Margules has performed many evaluations of slope stability and foundation capacities for deep and shallow foundations. He has significant experience in the

technical aspects of deep foundations subjected to overturning loading. His clients have frequently included municipalities and other governmental agencies, private industrial/utility entities, and architect / engineer firms.

Henry Ford Estate Dam Evaluation

Project Engineer: Performed condition assessment of the dam located on the Middle Branch of the River Rouge. Provided consultation and recommendations to the client for various repairs to observed deficiencies in the various dam components and adjacent shoreline.

Barton Dam Right Embankment Remediation

Principal Engineer/Project Technical Lead/Project Manager: Principal Engineer functioning as technical project lead and project manager for evaluation and design services related to reducing seepage and improving the stability of the more-than-century-old embankment dam.

STAFF LEADERSHIP / EXPERTISE

All of these professionals offer senior level expertise in their field and are capable of leading the engineering teams within their specific discipline field, while ensuring the work is completed in accordance with applicable local, state, and federal requirements and regulations, as well as approved, detailed project-specific work plans

// NTH Consultants Organizational Chart



Key Staff

NTH Project Manager
David Lutz, P.E.

QA / QC Advisor
Jason Edberg, P.E.

Corporate Health and Safety
Scott Palmer

Marine Services
Charles Roarty, P.E.
• Lauren Granger, P.E.
• Tony Brehmer, P.E.
• Steve McManus, P.E.

Building Envelope
John Stadnicar, P.E.
• Abdul Rafay Mohammed
• Clara Cristofalo
• Omar Hailat

Parking / Paving
Samantha Grant, P.E.
• Tyler Dawson, Ph.D., P.E.
• Brock Bosack, P.E.
• Michelle Woods, P.E.

Recreation & Sports Facilities
David Lutz, P.E.
• Sam Grant, P.E.
• Michelle Woods, P.E.
• Duggan Dolowy

Roofing Services
Richard Bresso, P.E., RRC
• Michael Neal
• Osama Abdalla
• Tom Lynch

SESC
Karen Okonta
• Alan Erickson, P.E.
• Peter Stoerner
• Phillip Herout

General Engineering
John Stadnicar, P.E.
• Mohammad Atwan
• Abdul Rafay Mohammed
• Omar Hailat

Stormwater Management
Samantha Grant, P.E.
• Karen Okonta
• Brock Bosack, P.E.
• Sarah Gamache

Structural Engineering
Saju Sachidanandan, P.E.
• Natasha Simon, P.E.
• Abdul Rafay Mohammed
• Kawsar Hooda

Trail Design
David Lutz, P.E.
• Brock Bosack, P.E.
• Michelle Woods, P.E.
• Samantha Grant, P.E.

Bridge Design
Philip Rasor, P.E.
• John Kosnak, P.E.
• Abdul Rafay Mohammed
• Clara Cristofalo

Wastewater Systems / Water Supply Systems
Jason Edberg, P.E.
• Joel Schanne, P.E.
• Abdulhasser Almadhoun, P.E.
• John Kosnak, P.E.

Locks / Dams
Peter Margules, P.E.
• Steve McManus, P.E.
• David Nymberg
• Mike Prohaska, P.E.

NTH PROJECT
Livernois Streetscape Enhancement
City of Detroit



American Council of Engineering
Companies of Michigan
Award of Merit for Engineering



SECTION 4

MANAGEMENT SUMMARY, WORK PLAN, AND SCHEDULE

Section 4. Management Summary, Work Plan, And Schedule

Our team is confident that we can not only provide the services anticipated, but also remain flexible to work alongside DTMB and other state agencies to support successful investigation, design, and construction activities for each project. We understand that value-added engineering, when applicable, can make the difference between an adequate project and a great project, while maintaining the project budget.

Our long history of providing professional consulting services is evidenced by the high return rate of our clients, and success of our projects. We have included example NTH projects and references in **Section 6** for a variety of relevant services performed by NTH within the last five years, including several for the DTMB for various State agencies including MDNR, MDOC, MSP, and EGLE.

MANAGEMENT SUMMARY

NTH's Project Manager will be responsible for the overall success of each assignment, project, task and site awarded under this contract. We have selected a seasoned Project Manager with nearly 20 years of experience managing complicated projects involving site investigation and site civil/general engineering tasks. To this end, our Project Manager will also be the primary point of contact with the DTMB or State Agency Project Manager/ Director.

Upon notice of award of each project, NTH will begin preparations for a project kickoff meeting with DTMB, other affected State agencies involved, and relevant parties DTMB signifies as key stakeholders, to discuss various technical aspects of the site, tasks, location of site and associated project milestones, if warranted. Participation in an initial kickoff meeting between NTH and DTMB is an important first step in the expected as-needed, time-sensitive projects. The purpose of the kickoff meetings will be to discuss available information, full project scope, and schedule. These kickoff meetings are important to the success of each individual project and help to ensure that clear expectations between NTH, DTMB, and other stakeholders are understood, a clear communication process is identified, and to disseminate any additional, relevant information. Depending on the nature of the project and stakeholders involved, this meeting can be completed in-person or remote video-conference to ensure expedited execution of this first step, if warranted.



David Lutz, P.E. is a seasoned Project Manager with nearly 20 years of experience managing large teams through complicated projects involving site investigation and site civil / general engineering tasks. Throughout this contract, he will be the point of contact for the DTMB or State Agency Project Manager / Director.

The success of each individual project is dependent upon effective project management to ensure that objectives are met on-time and within budget. The on-going management and administration of the project includes financial accounting to track and forecast project expenditures, monthly status reports, QA/QC program implementation, staff planning and coordination, and participation in project meetings with DTMB and other key project stakeholders, as required or necessary.

The NTH Team will provide a Senior Project Engineer/Task Manager to each assigned project.

The NTH Team's Task Manager will attend all appropriate on-site operations or strategy meetings. In addition, The NTH Team's Task Manager may assist with meeting facilitation, if requested. NTH's Project Manager, technical experts, and Task Manager will attend necessary meetings with requisite parties to communicate project status and facilitate achieving the project objectives as quickly and effectively as possible. Whenever possible, to save time and money, we suggest routine meetings occur via conference call.

WORK PLAN

We understand projects awarded through an ISID contract vary in nature and are managed by the State of Michigan, involving various departments (e.g. EGLE, MDNR, and MDA). The success of a project completed under this contract will be achieved by following written work plans that outline the scope of work, schedule, health and safety precautions, and quality control. To accomplish the project objectives, NTH will develop necessary project-specific plans in collaboration with the appropriate state agency.

Upon receipt of a task authorization under this contract for a specific project site, NTH will prepare a detailed work plan that includes the tasks and description of services to be completed, staffing assignments, expected hours per professional assigned to the project, estimated expenses, and summary of total estimated cost by task/phase. The project budget and proposal will follow the contract outlined under Article I – Professional Services Scope of Work; specifically, Phases 100-700, as applicable. The work plan will include a Site Management Plan, Health and Safety Plan, and Quality Assurance / Quality Control Plan.

Site Management Plan

The Site Management Plan (SMP) is an important document that outlines the scope of services and provides a description of the actions to be completed that are necessary to accomplish the desired scope of work for the project. The Project Manager will ensure that a site-specific SMP is developed for each project site that includes the following:

- Location of site;
- Schedule for project-related tasks;
- Scope of project activities necessary to achieve project objectives; and
- Project budget.

Health & Safety Plan

Consistent with our corporate “safety first” philosophy, we will prepare a site-specific Health and Safety Plan (HASP) in accordance with State and Federal statutes for awarded projects, as needed, in accordance with the following:

- 29 CFR 1910: Safety and Health Regulations for General Industry OSHA, as amended;
- 29 CFR 1926: Safety and Health Regulations for Construction, OSHA, as amended;



Safety Training is provided to all staff by NTH Health & Safety experts.

- Standard Operating Safety Guides, US EPA, November 1984 (if applicable); and
- Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, NIOSH Publication No. 85-115, October 1985 (if applicable)

NTH's experience modification rate (EMR) for 12/31/2022 to 12/31/2023 is 0.82 which is 18% below the industry's average EMR of 1.0. This desirable EMR (<1.0) is a result of NTH's commitment to Safety being a Core Value.

The purpose of the HASP is to identify job-site risk and known or potential hazards at the site, and to prescribe the precautions and personal protective equipment (PPE) required. NTH's Corporate Safety Director reviews the HASP for completeness and to ensure that all hazards and precautions have been properly described and addressed.

Quality Assurance / Quality Control Plan

NTH has a formalized corporate program for Internal Quality Assurance and Quality Control to ensure that all project deliverables adhere to rigorous quality standards. These standards relate to reports, letters, calculations, drawings and data analysis, and specify the level of review required during each step in the process. Further, NTH has assigned a Corporate Quality Officer to each internal division as well as to this ISID contract. All documents and reports prepared in support of this contract will go through a rigorous QA/QC process with NTH's Quality Officer having oversight to ensure accuracy and completeness. More detail on our QA/QC plan can be found in the **Section 5** questionnaire.



PROJECT DELIVERABLE

QUALITY CONTROL REVIEW CHECKLIST

| | | | |
|------------|----------------|----------------|--|
| CT NAME | | PROJECT NUMBER | |
| RED BY | DATE PREPARED | Phase Manager | |
| DUE DATE | FINAL DUE DATE | | |
| CT MANAGER | QC REVIEWER | | |

may act as QC reviewer when the project deliverable has been prepared solely by others and reviewed by the Phase Manager; when the PM has participated in preparation of the deliverable, QC review should be performed by someone who was not involved in its preparation.

| Comments (or N) | Initials/Date Revised | QC Approve: Init & Date | Compl Initials |
|-------------------------|-----------------------|--|----------------|
| REPORT / OPINION LETTER | | | |
| | | MEETS PROPOSED SCOPE OF SERVICES | |
| | | CONFORMS TO NTH STD. (OR CLIENT REQUIRED) FORMAT (I.E. PAGE LIMIT, STANDARD FORMS) | |
| | | TECHNICAL CONTENT / WORDING CLARITY / READABILITY | |
| | | CORRECT GRAMMAR / PUNCTUATION / SPELLING (ACRONYMS DEFINED) | |
| | | APPENDICES COMPLETE | |
| | | CONSISTENT CONCLUSIONS / RECOMMENDATIONS | |
| | | RECOMMENDATIONS CONSISTENT WITH APPLICABLE STANDARDS (I.E. BUILDING CODE) | |
| | | APPLICABLE REFERENCES LISTED? | |
| | | ELECTRONIC FILE CORRECTLY NAMED AND SAVED ON PROJECT DIRECTORY | |
| | | COMPLIES WITH NTH SIGNATURE POLICY | |
| | | REPORTS ONLY | |
| | | TABLE OF CONTENTS - PAGE NUMBERING - MATCHES REPORT HEADINGS VERBATIM? | |
| | | COVER PAGE, ADDRESS, MAILING LABEL ACCURATE | |
| TABLES | | | |
| | | STANDARD TABLE FORMAT, NUMBERED? CORRECT HEADING, "CHECKED BY" INITIALED | |
| | | SAMPLE / OBSERVATION DATES & LOCATIONS INCLUDED? METHODS INCLUDED IF APPROP. | |
| | | ACCURATE NUMERICAL VALUES | |

Snapshot of NTH Quality Control Checklist for Projects

SCHEDULE

Each proposal work plan submitted to DTMB in support of this contract will include a project-specific schedule for completion of necessary tasks/phases. The schedule will clearly identify project milestones including field work; engineering design drawings; construction oversight; and final deliverables, as required. Critical pathways will be identified and highlighted to ensure that delays are avoided or minimized. NTH has significant experience with managing multiple projects of varying timelines and understands the importance of developing and following a collaborative schedule. For projects awarded under this contract, NTH will develop a Gantt chart that clearly illustrates the schedule identifying key milestones and critical path items, including subcontractors schedules, if any.

Working with the State Project Manager, the schedule will be established, reviewed, and updated regularly. As previously stated, NTH understands the need to be flexible and able to respond as requested. We have the resources to meet the project needs, as well as the experience required to assign appropriate priority to individual tasks to achieve the overall project deadline. An example schedule follows in this section.

BUDGET

NTH uses an established, proven management approach to deliver the appropriate levels of cost accounting and control for each project, maximizing our ability to complete projects within budget and on schedule. Our BST™ accounting system integrates various financial and project management modules to provide detailed cost tracking, variance analysis, and trending capabilities that can be readily accessed by our Project Manager.

Our management team tracks labor, expenses, materials and other direct costs (ODC) on a weekly/daily basis, to analyze progress and productivity levels. The resulting information allows us to make decisions regarding performance to proactively reduce cost and avert schedule delays.

Upon acceptance of a task authorization under this contract by the State of Michigan, we will complete each assignment as outlined in the statement-of-work according to the established estimated budget and schedule. The contract fees and time may be increased or decreased at the sole option and discretion of the State.

NTH Schedule Example for a DTMB Project



NTH Proposal Number: 23000769

The first day of each week is shown above the week number.
Weeks begin on Monday.

1/12/2023

Project Start Date: 2/1/2023

Proposal Due Date: 1/12/2023

Proposed Start
(Week No.)Proposed
Duration
(in Weeks)

PART 1: Phase 100 - Study and Preliminary Design Phase

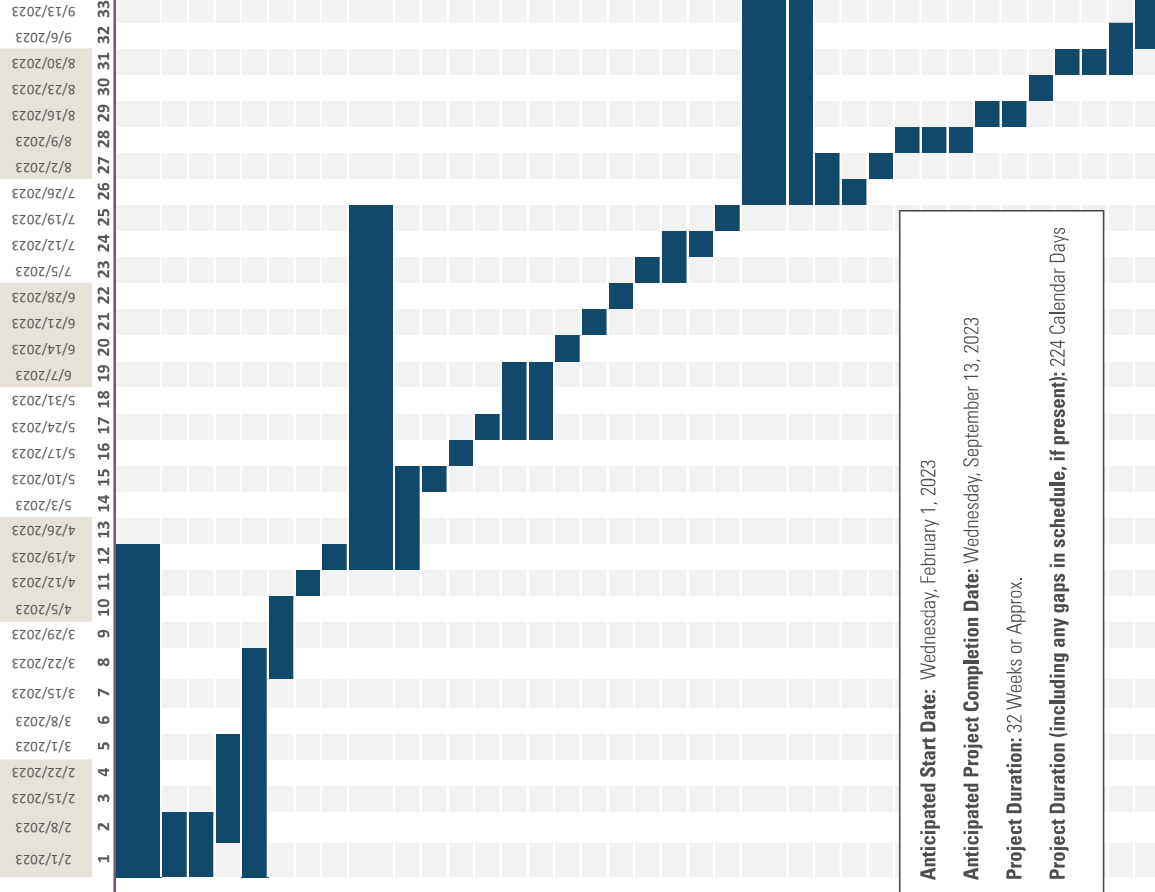
- 1.1 Review of historic documents
- 1.2 Meeting 1 Kickoff Meeting and Site Visit (On-site, in person)
- 1.3 On-site Geotechnical Investigation (includes site investigation and memo)
- 1.4 On-site Topographic Survey (perform site work and complete survey CAD files)
- 1.5 Conceptual Site plan and details
- 1.6 Submit preliminary layouts for 1 week review
- 1.7 Meeting 2 Attend Phase 100 Review Meeting (Via TEAMS)

PART 2: Phase 500 - Detailed Design and Permitting

- 2.1 Revise/complete site plans and details (Phase 500 50%)
- 2.2 Update schedule and cost estimate Phase 500 50%
- 2.3 Submit Phase 500 50% Design Documents for 1 week review
- 2.4 Meeting 3 Attend Phase 500 50% Design Review Meeting (Via TEAMS)
- 2.5 Revise/complete site plans and details (Phase 500 90%)
- 2.6 Complete Phase 500 90% Specs/update schedule and cost estimate
- 2.7 Submit Phase 500 90% Design Documents for 1 week review
- 2.8 Meeting 4 Attend Phase 500 90% Design Review Meeting (Via TEAMS)
- 2.9 Incorporate final layout design comments/corrections
- 2.10 Submit Bid Design Documents for 1 week review
- 2.11 Submit permitting packages (SESC and ROW)
- 2.12 Finalize construction specs and develop any remaining documents
- 2.13 Submit Final Design Package

PART 3: Phase 500 - Bidding

- 3.1 Post Request for Bids to SIGMA and Upload Bidding Documents
- 3.2 Plans and Specs posted on SIGMA (min 2 weeks)
- 3.3 Project walkthrough with Bidders (In-person meeting on site)
- 3.4 Last day for questions
- 3.5 Respond to questions
- 3.6 NTH to create Addendum(s) as needed
- 3.7 Post/ send Addendum (NTH to create Addendum, if needed)
- 3.8 Bids Due at 2:00 PM On Wednesday
- 3.9 Review bids and select (assume top 3)
- 3.10 Interview top 3 Bidders
- 3.11 Send DTMB recommended Bidder
- 3.12 DTMB approves bid - Agenda approvals meeting on Friday
- 3.13 Request performance/ payment bond and insurance within 2 weeks
- 3.14 Execute contract (assume concurrent with receiving the above)





NTH PROJECT
Telegraph / Franklin Sewer Rehabilitation



Water & Wastes Digest 2019 Top Project Award
American Council of Engineering Companies
National Award for Engineering

SECTION 5

QUESTIONNAIRE



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: Neyer, Tiseo & Hindo dba NTH Consultants, Ltd

Address: 41780 Six Mile Road; Suite 200 | Northville, MI 48168-3459

Telephone and Fax: 248-662-2750 | 248-324-5178

Website: www.nthconsultants.com **E-Mail:** dlutz@nthconsultants.com

Professional(s) SIGMA Vendor ID number(s): CV0022121

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: In addition to NTH Consultants, Ltd. headquarters, located in Northville, MI, NTH maintains three additional full-service offices in the state of MI. These include: 3001 Coolidge Road, Ste. 101 | East Lansing, MI 48933; 3300 Eagle Run Drive NE, Suite 202, Grand Rapids, MI 49525; 2990 W. Grand Blvd., Suite M-10, Detroit, MI 48202. We also have a geotechnical laboratory at 11675 Belden Ct., Livonia, MI 48150..

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)?
 41780 Six Mile Road; Suite 200 | Northville, MI 48168-3459

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.

David Lutz, P.E., Vice President (dlutz@nthconsultants.com, 248.662.2750, 41780 Six Mile Road; Suite 200 | Northville, MI 48168-3459) Please see Resolution of Corporate Authority in **Appendix B** for all those authorized to sign contracts for NTH Consultants, Ltd.

2. Check the appropriate status:

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

Explain: See Certificate of Good Standing in **Appendix B**.

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation:
 Incorporated in the State of Michigan (MI) on July 30, 1968

Include a brief history of the Professional's firm:

NTH Consultants, Ltd. (NTH), is a professional consulting engineering firm, incorporated and licensed as a corporation to do business in the State of Michigan. NTH was founded in 1968 by Benedict Tiseo, Kal Hindo, and Jerry Neyer to provide high-quality professional engineering and technical solutions to a wide variety of clients. They created our firm more than 55 years ago and we have become nationally recognized as a leader in Civil Infrastructure, Geotechnical Engineering, Facilities / Asset Management Engineering, and Environmental Services for many clients to address their public infrastructure needs. Although based in southeast Michigan, the firm has completed numerous projects around the country and internationally. Our expertise includes:

- **Civil Engineering:** NTH has extensive experience designing roads and underground utilities, including water supply, sanitary sewers, pump stations and storm water management facilities. Incorporating the latest design techniques in-practice today, we can efficiently design site infrastructure for a wide-variety of client and regulatory needs, including low impact development “green” storm water management to cut/fill site balance and grading analyses.
- **Facilities / Asset Management Services:** NTH provides valuable services at each stage of a facility's life cycle. From initial planning to completed construction, we have the skills to design, oversee and inspect even the most difficult projects. We use cutting-edge technology and processes that provide the critical information needed to maintain our clients' current facilities most efficiently and rehabilitate damaged assets most effectively.

- **Geotechnical Engineering:** NTH's geotechnical expertise spans a wide range of services such as soil and rock investigations, groundwater investigations, soil dynamics, slope/excavation stability analyses, value engineering, failure analysis, and forensic evaluations. In addition, we provide design-related services including foundations, pavements, tunnels and shafts, cofferdams, excavation support systems, dewatering systems, as well as civil and site engineering. NTH is grounded in the understanding of the complex interaction between earth materials and constructed facilities in the built environment. We provide expertise to identify construction or restoration constraints and to resolve them; to understand regulatory agency policies and navigate them successfully; and to recognize unique opportunities for our clients and to capitalize on them.
- **Environmental Engineering:** With experience dating back to some of the earliest state and federal environmental regulations, NTH has assisted a broad range of clients with evaluating, constructing, and operating facilities in full compliance with laws and agency protocols. We provide environmental engineering services in areas of Brownfield redevelopment, air quality, PFAS investigations, regulatory compliance, landfills, site/risk assessments, remedial investigations, feasibility studies, hydrogeologic studies, and storage tank management, just to name a few. NTH currently holds a DTMB ISID Environmental contract.

Our goal to exceed client expectations has led NTH to deliver award-winning projects consistently, earning our reputation as a recognized expert in civil, asset management, environmental, and geotechnical disciplines. More details can be found in **Section 1** of this proposal.

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

A corporate organizational chart is included in **Section 3** of this document.

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? Due to retirements, promotions, hires, and other personal changes, there have been changes to our executive team. Please see **Appendix B: Required Forms and Documents** to see our most recent *Resolution of Corporate Authority* to view our current executive team and board members.

6. Provide a four-year rate schedule per position.

A four-year rate schedule is included in a separate document titled, **Cost Proposal**.

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.

Project examples can be found in Section 6.

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.

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

- ☐ 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 large 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:

MICHSpec is largely based off of FORMSpec, which was developed by PMA Consultants back in the 1980s for the Detroit Water and Sewer Department (DWSD) and is utilized on DTMB projects with construction value >\$1 Million while DCSpec is utilized on DTMB projects with construction value < \$1 Million. We are familiar with their standard documents and have intimate working knowledge of these specifications. Additionally, NTH staff maintain Certified Construction Specifier (CCS) status. For each bid package assignment, we will assign a CSS as Task Manager-Contract Documents, who will prepare a project manual including technical specifications (divisions 1-50), contracting requirements, conditions of the contract, procurement requirements, and general requirements, as required.

Our recent work with DTMB for multiple projects has provided us working knowledge and use on preparation of bidding documents with both MICHSpec and DCSpec.

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

Yes ☒ No ☐

If yes, explain:

Yes, in addition to our extensive history working with State regulatory agencies for hundreds of projects, NTH was awarded and provided services under the 2015 and 2019 DTMB Environmental ISID contracts. NTH has also been providing professional services on an as-needed basis for many state agencies involving investigations, design, and construction of infrastructure projects, including our various as-needed MDOT contracts for Geotechnical Services-Statewide, Geotechnical Services-Metro Region, Environmental Services-Statewide, Subsurface Engineering Services - Statewide and Bay Region As-Needed Geotechnical. NTH also has experience working with the Michigan Department of Corrections and the Michigan State Police on recent design projects at Parnall Correctional Facility, three MSP sites (Northville, Livonia, and Lapeer Post 34), and the Southern Regional Business Office/Assistant Deputy Director facilities. .

ARTICLE 5: CAPACITY AND QUALITY

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

Our Team's commitment to quality is embodied in our work and communicated to our clients and employees through our comprehensive Quality Assurance (QA) program and Quality Policy Statement. The statement reinforces our goal to, understand, and satisfy our clients' needs by:

- Understanding and meeting the project requirements, striving to exceed their service expectations.
- Providing services and deliverables that are technically sound and responsive to their objectives.
- Maintaining focus on continuous improvement and value-engineering concepts.

The NTH Team has comprehensive QA/Quality Control (QC) procedures that promote a high-level of individual and team workmanship and produce consistent services to satisfy our client's requirements. We have experience preparing Quality Management Plans for government agencies. Quality includes excellence in communications (with clients, the public, and contractors), interpersonal relationships, responsiveness, reliability, technical accuracy, documentation, and project closeout, as well as management and technological proficiency. QA/QC as it pertains to projects refers to the quality of our work and attainment of mutually agreed upon project objectives that meet current professional standards.

As part of our continuous improvement focus, our Team maintains and periodically updates a Corporate Quality Manual to ensure the use of best practices company-wide. NTH has also established a QA/QC section within our corporate Intranet site to foster enhanced communication and sharing of information. These standard operating procedures document practices that cover all aspects of NTH's business, including administrative, financial, and technical elements.

NTH's Corporate Quality Manual consists of Corporate Directives and Operating Practices. The manual defines minimum operating requirements and forms the basis for each of our processes related to performing professional services and implemented at the corporate, office, and project levels. Our Team believes that quality and value can only be delivered through the successful performance of all our business processes, not just the traditional QA/QC processes. The Corporate Quality Manual is the guideline for the definition, measurement, and improvement of our processes related to performing work that will provide value and client satisfaction.

NTH's QA /QC Program encompasses both administrative and technical issues. The administrative QA Program covers project schedule and budget control, as well as contractual, accounting, and internal procedures. Technical QA focuses on the propriety of data collection methods, validity of analytical results, accuracy of engineering drawings and calculations, and related construction/ rehabilitation issues.

NTH's QA Program provides our clients with reliable and legally defensible data required to develop and implement acceptable solutions in a timely and cost-effective manner.

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

Yes ☒ No ☐

If yes, explain: Please see Litigation Summary in **Appendix B**.

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

Yes ☒ No ☐

David Lutz, P.E. is the assigned Project Manager and will be the point of contact for the duration of this contract.

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.

NTH understands that DTMB Design and Construction Division is the Project Director and Contract Administrator for any projects initiated under an awarded contract. We further understand that, if awarded, our contract will be with DTMB and that each approved proposal and/or task authorization will be directed by the DTMB Design and Construction Division Project Director. Additionally, project sites and tasks may have oversight and/or direct lead by another State of Michigan agency, and be funded either through state or federal funds, with the contract running through the main DTMB ISID contracting mechanism. We currently hold an ISID Professional Services Contract (No. 00770) for Environmental Investigations and are actively working on projects administered by the DTMB on behalf of State agencies such as the MDOC, MDNR, EGLE, and MSP.

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

Evaluation of substitutions requires knowledge of current and emerging engineering and material trends. NTH is committed to remain current on new and emerging engineering designs, and materials to determine if principles and technologies from these designs can be applied to our current projects. We accomplish this through our internal Professional Development Program (PDP), also known as Technical Project Management Academy (TPMA). NTH's PDP encourages all of our staff to participate in professional development opportunities ranging from on-site technical presentations and mentoring to offsite training in specific disciplines.

Through proper training and participation in peer groups, NTH is able to remain current on the latest engineering designs. However, before applying any new or substitute design technologies or materials, prudence must be applied to ensure that these techniques and materials are appropriate for the given application, have real-world, practical experience and sufficient history in use, and are at least a level of "or equal" for the specified product. Therefore, we internally analyze any proposed engineering design not previously used by NTH to follow proper quality control and that the basis of design the specified product being substituted is not substantially altered.

Furthermore, regardless if a substitute material has been successfully demonstrated previously, NTH must still conduct a thorough analysis to verify the success of the project can be demonstrated without adverse impacts to other systems, and that the substituted material will provide the best value to the State, including understanding and confirming the cost implications to the State. If NTH cannot verify that a proposed substituted material will achieve the necessary design, quality, or performance results during our review, we will discuss the issue with the DTMB Project Director and inform the bidder that we cannot accept its use in the particular application.

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

As discussed above in Section 5.5, NTH works hard to remain current on new and emerging engineering designs and materials to determine if principles and technologies from these designs can be applied to our current projects. NTH will first review, and attempt to verify that, a proposed substitute for a specified material or detail will achieve the necessary engineering and quality requirements of the project, and we will discuss the issue(s) with the DTMB Project Director. We will review the proposed substitution with the Contractor and/or material Manufacturer to determine necessity and pertinent engineering data required for proper evaluation. We will determine how the substitution will impact project schedule and budget to ensure the best value for the State is being utilized. Any substitute or change in the specified materials or detail that are acceptable will be documented using appropriate forms or report format specified by the DTMB Project Director prior to informing the Contractor that a change is either acceptable or not acceptable for a particular application. Any resulting schedule or cost implications will be clearly documented for DTMB approval and records..

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?

NTH's communication policy as it applies to project management is "communicate early, communicate often." Many of the projects for which NTH manages have requirements for weekly conference calls with the client and monthly and/or weekly project summaries. This has proven to be good project management practice to minimize unexpected condition and associated potential for change orders. For these projects, we recommend NTH's Project Manager schedule a weekly recurring conference call with the DTMB/appropriate State Agency Project Director to discuss key milestones, project status and schedule, upcoming work activities, significant obstacles and suggested solutions, and project budget/ staffing updates. While we have identified task managers to manage individual tasks under this contract, the task manager's primary responsibility is to manage staff and work related to their respective assignments. The task manager reports to the Project Manager and the Project Manager will be responsible to communicating with DTMB.

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.

Methods for formulating our Opinion of Probable Construction Costs (OPCC) vary depending on the project stage and size.

In order to project a planning-level OPCC (often called a Class IV estimate), we review our database of tabulated bid information from past construction projects, which includes projects dating back as far as 1989. Based on the information in our database, we perform a linear regression analysis of overall project construction cost, based on the quantity of the primary construction element. Historic costs are advanced to current-year dollars using the Engineering News Record (ENR) 20 City Average Escalation Rate for the period of our project database to account for annual inflation. Based on actual versus predicted, this linear regression analysis has a coefficient of determination (R²) of 76.8%, making it a reasonable correlation to the evaluated historic data, provided the appropriate contingencies (40% to 50%) are applied.

For a Class III estimate, or a preliminary design OPCC, we take data from our database of tabulated bid information from past construction projects and perform a multi-variable regression analysis that projects an overall construction cost of the project. Our model focuses on overall construction cost because many of the projects in our database were awarded based on lump-sum price or did not have unit-price cost information available. This multi-variable regression analysis has a coefficient of determination (R²) of 90%, making it a very close correlation to the evaluated historic data. Design contingencies of 20% and construction contingencies of 10% are recommended when using this approach for preliminary design-level estimates.

In order to evaluate the cost projections required for a Class II estimate, or an advanced-design OPCC, we perform quantity take-offs of the current design documents and develop unit costs based on current indices for labor and equipment rates, and current market prices for materials. We then use these unit costs to develop a resource loaded OPCC for the project. Design contingencies of 10% and construction contingencies of 10% are recommended when using this approach for advanced design-level estimates.

Class I estimates are the level to which a bidding contractor approaches their estimate for the project. We do not typically advance OPCC estimates to this stage during design.

For example, we evaluated our OPCC process using bid tabulations from various projects from the Midwest region. The results of our comparison for two of these projects are show in the following tables:

Project 1 – Detroit, Michigan

| <i>Type of OPCC Analysis</i> | <i>NTH Results</i> | <i>Low Bid Price</i> | <i>Awarded Bid Price</i> |
|-------------------------------------|---------------------------|-----------------------------|---------------------------------|
| <i>Class IV</i> | <i>\$1,934 per l.f.</i> | <i>\$1,511 per l.f.</i> | <i>\$2,200 per l.f.</i> |
| <i>Class III</i> | <i>\$18.1 million</i> | <i>\$16.8 million</i> | <i>\$16.8 million</i> |
| <i>Class II</i> | <i>\$2,261 per l.f.</i> | <i>\$1,511 per l.f.</i> | <i>\$2,200 per l.f.</i> |

Project 2 – Cincinnati, Ohio

| Type of OPCC Analysis | NTH Results | Low Bid Price | Awarded Bid Price |
|------------------------------|-------------------------|-------------------------|--------------------------|
| <i>Class IV</i> | <i>\$1,653 per l.f.</i> | <i>\$2,820 per l.f.</i> | <i>\$2,820 per l.f.</i> |
| <i>Class III</i> | <i>\$38.6 million</i> | <i>\$37.4 million</i> | <i>\$37.4 million</i> |
| <i>Class II</i> | <i>\$2,652 per l.f.</i> | <i>\$2,820 per l.f.</i> | <i>\$2,820 per l.f.</i> |

As you can see, the results of our analyses compare very favorably to actual bid amounts.

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

Based on industry experience, construction cost over-runs generally occur under three circumstances:

1. The Contractor did not understand the full scope of work when preparing their bid.
2. The scope of work is changed by the Owner.
3. The scope of work is changed by an unanticipated condition encountered during construction.

A substantial amount of construction cost over-runs come as a result of the Owner's expectation of what was included in the scope of work not being properly captured and explained in the contract documents. During design, we listen to the Owner at every stage to make certain that we fully understand the scope of work that the Owner expects and ensure that the bidding documents clearly detail the scope of work envisioned by both parties. This helps to limit the cost over-runs occurring under scenarios one and two described above.

The third scenario, unanticipated conditions, cannot be entirely avoided during construction. To control cost over-runs in these circumstances it is necessary to understand that issues will arise and be prepared to address them as quickly as possible. The best way to control construction cost over-runs is to limit the amount of delay that is associated with the unanticipated condition.

Every construction project involves risk, and we take available opportunities to discuss risks with the Owner at key stages of the project. Again, we listen carefully to the Owner during the design stage to understand their tolerance for risk, because how the Owner and Engineer choose to deal with project risks has a significant impact on bid prices and the likelihood of subsequent change orders during construction.

As indicated previously, our focus throughout the development of a project is to ensure that the responsibility for assuming risk is placed in the hands of the party best able to assume it. We utilize tools such as risk registers, escrow bid documents, and contractual baselines to spread risks equitably among the interested parties and limit the duration of disputes (and associated delays). We also routinely accommodate bidding alternatives and add/deducts in our contract documents to manage budget constraints with actual construction bids.

Also, while innovation has its place during design and construction, our experience indicates that projects that can be constructed using materials, means, and methods that multiple local bidding contractors are qualified to execute and have experience, are less likely to have cost over-runs during construction.

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

Typically, our construction contract administration costs have ranged from as little as 2-3% for simple projects to as much as 11% of construction cost for complex projects. Construction administration costs are difficult to estimate based on a percentage of construction costs – primarily due to the variability in complexity, ratio of materials to construction labor on projects, the form of contract being administered, and the influence of market forces on construction bid prices. We take a much different approach to developing our fee estimates for construction administration, utilizing the contractor's preliminary construction schedule, schedule of values, schedule of submittals, and other information provided with their bid to develop a resource-loaded fee estimate. Our resource-loaded estimate accounts for the number of consecutive operations that require observation by a field inspector, the nature of measurement and payment for major portions of

the work, the number of administrative staff required to supervise inspectors, and the quantity of submittals and shop drawings shown in the schedule of submittals. We then review this “work plan” with the Owner to discuss expectations and risks associated with various levels of inspection and administration, as well as the role the Owner expects to take on in the administration of the contract.

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

100% NTH staff, unless specialty services are required as part of an individual project (e.g., surveying, architectural, or MEP engineering).

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.)

Not more than five (5) business days.

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

Evaluation of a bidder’s responsiveness is simple - did they provide all of the information requested in the bidding documents and is the provided information complete, accurate, and truthful to the extent of the reviewer’s knowledge? If the answer is yes, the bidder is responsive and if no, the bidder is non-responsive. Responsibility of a bidder can be much more difficult to evaluate. Review of financial statements can provide evidence to the bidder’s capacity to perform the work. Resumes of key personnel, experience sheets, and project references can speak to the bidder’s past experience and can help the reviewer interpolate or extrapolate their ability to perform the work at hand. Preliminary construction schedules and technical approach narratives can demonstrate to the reviewer that the bidder understands the project and has thought through their approach to such a degree as required to estimate an appropriate construction cost. Review of the bid form allows the reviewer to determine if the bid is balanced, if appropriate costs have been allocated to key items of work, or if the bidder has unbalanced his bid to obtain large early payment or take advantage of uncertainty of specific items of work. All of these things combined can help the bid reviewer form an opinion as to whether or not the bidder is capable of executing the work. That said, one primary indicator that we rely on to evaluate responsibility of a bidder is their ability to obtain a performance and warranty bond from a highly-rated surety. Surety agencies and companies evaluate risk associated with their clients’ contract pursuits for a living, and bonds are underwritten with expectation of zero loss by the surety. The sureties understand their clients’ histories of performance, and if a contractor defaults on a bonded contract, even if it is able to pay back and make the surety company whole again, there is a strong possibility that the principal will not be able to qualify for another bond with that surety company. Therefore, one of the most straightforward ways to evaluate responsiveness is to listen to someone that evaluates construction risk for a living and is willing to take financial responsibility for the bidder’s ability to successfully complete the work.

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

Historically in our field, the driver for project development has been mostly financial. Therefore, projects are often designed based on mitigating future maintenance costs without the consideration for how the project impacts communities, environment, and economy. NTH however understands that our designs impact the infrastructure and communities around us.

Sustainable engineering considers the environmental consequences of the design and seeks to develop cost-effective solutions which either minimize negative impacts to the environment or positively enhance natural responses of the environment, much like how LEED certification provides a sustainability framework for design, construction, operations, and maintenance of new and existing buildings. For instance, our restoration designs typically aim for long-term solutions to repair the structural components and protect them by designing the building envelope and roofing systems to be durable and resilient, extending the life of an existing structure and minimizing the need for new design solutions as the building ages. Thus, excess waste, re-engineering, and energy costs are mitigated from the rehabilitation process and a building’s service life is extended or repurposed for a new future.

During the restoration or rehabilitation process, we also focus on updating the assets to meet or exceed the latest building code requirements, ensuring aging infrastructure can perform as well as new installations to ensure an extended, sustainable life for the structure. Overall, our goal is to keep sustainable engineering practices, top of mind to allow us to use resources in a way that does not compromise the environment or deplete finite materials for future generations.

5.16 Describe your experience with similar open-ended contracts.

NTH has been providing professional services on an as-needed basis for many municipalities, state agencies, and private and public clients involving investigations, design, and construction of infrastructure projects for over 40 years. Our firm has worked for some of the largest utility companies in the State of Michigan (including DTE, DWSD, and GLWA) as well as for transportation agencies throughout the Midwest (MDOT, ODOT, etc.). Since our founding, we have served as the “Engineer of Record” or the “go to firm” for a variety of entities and their infrastructure needs. In addition, NTH was awarded and provided services under the 2015 and 2019 DTMB Environmental ISID contracts. Many of the services that are part of this proposed contract have been provided to other clients under current ISID type contracts, including soil erosion and sedimentation control plan preparation and review, parking lot evaluations and pavement designs, façade investigation and repair detailing, stormwater drainage evaluations and management techniques, and water/wastewater utility evaluations and designs. Approximately 20% of all NTH services are provided under contracts similar to this proposed contract.

For example, we have served continuously for decades on-behalf of DWSD (now GLWA), often as their “Engineer of Record” for many of their infrastructure programs. We also provide the City of Lansing with on-call geotechnical and construction materials testing services. We have been the consultant selected by other entities to be the true “extension of their staff” from such clients as DTE and Consumers Energy to our previous decades-long municipal engineering contract as the City of Warren’s on-call Consulting Engineer.

We serve on as-needed or “on-call” contracts with the following governmental / institutional agencies (all contracts listed are currently active:

- City of Lansing
 - » As-Needed Geotechnical and Construction Engineering Services
 - » As-Needed Environmental Services
- City of Detroit
 - » As-needed Geotechnical Services - Local Streets
- City of Livonia
 - » As-Needed Environmental Engineering
- GLWA/DWSD
 - » As-Needed Geotechnical Services
 - » As-Needed Structural Engineering Services
 - » As-Needed Sanitary, Storm and Water Collection/Distribution Design Services
 - » As-Needed Environmental Health and Safety
- MDOT
 - » As-Needed Geotechnical Services-Statewide
 - » As-Needed Geotechnical Services-Metro Region
 - » As-Needed Environmental Services-Statewide
 - » As-Needed Subsurface Engineering Services - Statewide Bay Region As-Needed Geotechnical
- DTE Energy
 - » As-Needed Structural Engineering Services
 - » As-Needed Air Quality Monitoring Services
 - » As-Needed Environmental Services
- Oakland-Macomb Interceptor Drain Drainage District
- Livonia Public Schools
- Michigan State University
- Consumers Energy

Under most of our ISID-type contracts, NTH’s project manager is assigned a primary contact at the Owner-agency who assigns project tasks to NTH and to whom all status reports and invoices are directed. While the client’s primary contact may not be the technical lead on individual assignments, the NTH project manager provides regular updates to keep the client’s primary contact and technical lead apprised of the progress on each task assignment and to track remaining budgets, schedule, and deliverable completion.

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

Our assessment process includes collection of data, evaluation of current conditions, and recommendations for rehabilitation.

Proactive Maintenance

Preventive maintenance, repair, replacement, and routine service calls are fundamental components of effective facilities management. Traditionally, facility managers focused their efforts on preventive maintenance and routine service calls. Repair and replacement were very difficult to predict and were often reactionary solutions for the failure of a particular component. As such, budgeting and planning for these costs were not always available in a time of need.

NTH offers facility managers a powerful tool and process to assist with repair and replacement planning to assure funds are available when needed. Our professionals have extensive knowledge and experience with various components that make up different facility systems and have combined this data with effective facility management principles, as well as modeling and analysis procedures, to provide facility managers with a tool that supports their budget requests.

Our comprehensive asset management program begins with an inventory of facilities, systems, and components to assist in identifying the facilities' base condition. We survey the facilities to assess its current condition and combine this information with projected facility needs and proposed future plans to provide a basis for capital planning. Based on the client's requests, we utilize asset management software or typical spreadsheets to develop planning and budgeting for forecasting purposes. For example, for one of our client's multiple assets and facilities, NTH and VFA, Inc. formed a strategic alliance to provide program development services associated with the capital planning processes, to establish goals, and to define objectives with senior and operational management and corporate staff. NTH utilized the data generated by the VFA facility software to then help our client develop a multi-year capital asset management program, including the assessment of over 60 facilities, developing a comprehensive database within the asset management software as well as coordinating database updates on completed projects. NTH also provides consulting services during the project planning process using the VFA facility database.

NTH professionals will recommend corrective actions and implement an effective repair and / or replacement components or system improvements. We develop and administer the contract for this work and provide quality assurance/quality control monitoring as well as materials testing as it is implemented. Our unique services provide you with an effective method for managing your assets that helps to reduce the need for failure maintenance and crisis management.

Rehabilitation

Rehabilitation of component or system failures can be costly and extensive. NTH's Infrastructure Rehabilitation team provides comprehensive assessments to evaluate the condition of the structural components, such as concrete and structural steel, as well as the waterproofing components to avoid failures. Our assessment process includes collection of data, evaluation of current conditions, and recommendations for rehabilitation.

Initial Review

The assessment begins with the review of available plans, specifications, and other information relative to the original construction details. We then conduct a visual nondestructive examination of the accessible structural components to identify signs of problems such as settlement, displacement of structural elements, corrosion and loss of cross-sectional area, cracking, loose bolts, or other indications of distress.

Testing and Sampling

Our experienced team members perform nondestructive/destructive testing and sampling to complete a comprehensive assessment. They conduct selective sounding surveys, including the use of a chain drag or hammer to detect and identify delaminations in the concrete, and utilize pachometer (R-meter) surveys to identify the location and spacing of reinforcement steel in the concrete. Our AWS Certified Weld Inspectors visually review and test connection and repair welds, using ultrasonic testing, magnetic particle testing, and a dye penetrant process. Bolted connections are reviewed for tight steel at the faying surfaces and torque tested for proper bolt tensioning.

Results

At the conclusion of our assessment, NTH professionals prepare and issue a written report that describes the existing conditions, observations of the structural integrity of the components reviewed, and sketches of the structure. We provide general rehabilitation recommendations for noted deficiencies and include photographic documentation, field measurements and conclusions to substantiate our observations and engineering assessments.

The process of obtaining historical, original construction information, field observations, investigation, and testing, along with analysis and summary conclusion/recommendation is the standard approach utilized across multiple building system components.

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.

NTH works hard to maintain relationships with agencies such as EGLE and Army Corps of Engineers. We participate in seminars, webinars and conferences held yearly by those agencies. Our staff participate and maintain memberships in professional organizations associated with our industry to keep current with state and federal regulations, policies, and methodologies. Those organizations include but are not limited to the Society of American Military Engineers, Michigan Water Environment Association, American Water Works Association, American Public Works Association, and similar.

NTH has an approach we use for any project where a resource impact may have a result that requires a permit or agency approval:

1. Conduct a desktop review of available online data from agencies potentially having jurisdiction over a resource that is present within a proposed project area. Desktop data can include but not limited to aerial imagery; GIS data and shapefiles found on agency web sites; local government resources and similar publicly-available data.
2. When working above or below the ordinary highwater mark of bodies of water, we pay particular attention to proposed activities that may be regulated by PA 451, and associated parts (e.g., Part 31, 301, 303). Where applicable, we review all available information pertaining to critical dunes, shorelands protection act, and coastal zone management areas.
3. In addition to state regulatory triggers, we also query federal databases having information related to Sections 401, 402, and 404 of the Clean Water Act.
4. Depending on the proposed activity and complexity, NTH often advises clients to have a pre-application meeting with state agencies such as EGLE, if a permit action is expected.

Post pre-application meeting, the path to permitting shall be clear with EGLE. NTH shall assemble information developed from all due diligence work as well as survey, wetlands, and floodplain (as applicable).

A draft EGLE permit application shall be initiated through MiWaters. Attachments to the permit application include a plan set for permit, cover letter introducing and explaining the project in narrative, any data forms related to wetland impacts (if any); and any calculations of fill-impacts to areas below the base-flood elevation. Corresponding compensating "cut" shall also be detailed by volume and area.

NTH shall submit the permit application and attachments to EGLE through MiWaters. We will follow the "package" through the process and be the main point of contact for agency questions and requests for additional information. Typically, we plan on a 120 day turn-around from EGLE for a Part 301 or 303 permit – start to approval. Part 31 (floodplain) almost always takes a full 120 days. EGLE will issue one permit to cover all resource impacts: Parts 31, 301, 303. The permit will remain valid for five (5) years from the day the applicant signs the permit.

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

The approach to this situation varies significantly depending on the contract being administered. Public contracts, particularly those following EJCDC or AIA forms, handle changes in the project scope differently depending on how the change is initiated. If the change is initiated by the Owner, we would issue the equivalent of a Work Change Directive (or Request for Proposal, depending on the contract form) to the Contractor, requesting an estimated impact on contract price and schedule. If the Owner and Engineer determine that the estimate provided by the Contractor represents good value for the proposed scope of work, the Engineer prepares a Change Order to be signed and executed by the Owner that makes the associated cost and schedule change part of the contract. If the Owner and Engineer do not feel that the estimate represents good value, they can either negotiate a price and schedule with the Contractor or simply withdraw the requested change. Work on the proposed scope of work does not proceed until a Change Order is executed.

If the change is necessitated by an unanticipated condition encountered during construction, the Contractor will generally provide notice of the condition and issue a request for information as to how to proceed with the work. The Owner and Engineer then negotiate the price and schedule impact with the Contractor and once an agreement is reached, a Change Order is prepared and executed to document the change. Once the information is received from the Owner and Engineer, the Contractor is required to execute the work accordingly. If agreement cannot be reached, the Contractor and Owner reserve rights to dispute resolution according to the provisions of the contract. Regardless of the type of contract or reason for the change, the best approach to handling changes in scope, price, and schedule begins before the need for any such changes arises. We focus on developing a team atmosphere of cooperation, understanding, and mutual respect between all parties on our projects. We find that it helps build a positive rapport and sets the stage for productive negotiations throughout the project that bring value to all parties, instead of an atmosphere where in order for one party to "win" the other must "lose."

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1)** For the sole negligence of the Additional Insured;
- (2)** When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3)** when **b.** below applies.

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

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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

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

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the “occurrence” or offense giving rise to such payments.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**17. BLANKET WAIVER OF
SUBROGATION**

Paragraph 5. **Transfer Of Rights Of
Recovery Against Others To Us,**
SECTION IV - BUSINESS AUTO
CONDITIONS, A. Loss Conditions is
replaced by the following:

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or
for whom we make payment under
this Coverage Form has rights to
recover damages from another,
which have not been waived
through the execution of an "insured
contract", written agreement, or
permit, prior to the "accident" or
"loss" giving rise to the payment,
those rights to recover damages
from another are transferred to us.
That person or organization must do
everything necessary to secure our
rights and must do nothing after the
"accident" or "loss" to impair them.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

extent of any limitation imposed under any contract or agreement.

If coverage provided to an Additional Insured is required by contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance required by the contract, less any amounts payable by "underlying insurance".

Additional Insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance". The inclusion of Additional Insureds does not increase the Limit of Insurance.

2. Coverage B – Umbrella Liability Who Is An Insured:

- a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect their duties as trustees.
- b. Each of the following is also an insured:
 - (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability

III. WHO IS AN INSURED

1. Coverage A – Follow Form Excess Liability Who Is An Insured:

The following persons or organizations qualify as an insured:

- a. The named insured stated in Item 1 of the Declarations; and
- b. Any other person or organization qualifying as an insured under the "underlying insurance" but not beyond the

company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” is an insured for:

(a) “Bodily injury”, “personal injury” or “advertising injury”:

(i) To you, to your partners or members (if you are a partnership or joint venture), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of the “employee” or “volunteer worker” as a consequence of paragraph **(a)(1)** above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(a)(1)** or **(a)(2)** above; or

(iv) Arising out of his or her providing or failing to provide professional health care services.

(b) “Property Damage” to property:

(i) Owned, occupied or used by;

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.

(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

(2) Coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and

(3) Coverage does not apply to “personal injury” and “advertising injury” arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – NON-CONTRIBUTORY – BLANKET
ADDITIONAL INSURED
(COVERAGE A AND B)**

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

The following is added to Section **VIII. CONDITIONS**, paragraph **13. Other Insurance**:

Other Insurance – Non-Contributory

If you agree in a written contract, written agreement, or written permit that a person or organization be included as an Additional Insured under “underlying insurance” for a loss we cover, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

(1) For the sole negligence of the Additional Insured;
or

(2) When the Additional Insured is an Additional Insured under another liability policy.

This insurance is excess over any other insurance available to the Additional Insured named in the Schedule above under which the Additional Insured on our policy is also covered as an additional insured. This condition does not apply to any policy under which the Additional Insured is a Named Insured where our policy and the policy listed in the schedule of “underlying insurance” are required by written contract, written agreement or written permit to provide coverage to the additional insured on a primary and non-contributory basis.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

The following is added to section **VIII. CONDITIONS, 19. Transfer of Your Rights and Duties Under this Policy:**

To the extent required by contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" for that person or organization and included in the "products-completed operations hazard".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION to designated ENTITy(s)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

| Name of Designated Entity | Mailing Address or Email Address | Number Days Notice |
|-----------------------------------|----------------------------------|--------------------|
| | | |
| | | |
| Blanket 30 Notice of Cancellation | As Required by Written Contract | 30 |
| | | |
| | | |
| | | |
| | | |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

(Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

SCHEDULE

| Name of Designated Entity | Mailing Address or Email Address | Number Days Notice |
|-----------------------------------|----------------------------------|--------------------|
| | | |
| | | |
| Blanket 30 Notice of Cancellation | As Required by Written Contract | 30 |
| | | |
| | | |
| | | |
| | | |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

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

Endorsement Effective 03/01/2021

Policy No. W7BH132789

Endorsement No. 1

Insured Neyer Tiseo & Hindo LTD

Insurance Company Citizens Insurance Company of America

Countersigned
By

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



DATE

03/24/23

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

The State of Michigan
Attn: Anne Watros, Contract Specialist
3111 W. St. Joseph Street
Lansing, MI 48917

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional/Environmental Liability

POLICY NUMBER
223075

EFFECTIVE DATE
01/01/23

EXPIRATION DATE
12/31/23

LIMITS OF LIABILITY \$1,000,000 EACH CLAIM
\$2,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

NTH Project No. 22000751 / Indefinite Scope, Indefinite Delivery Contract No. 00982

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

Neyer, Tiseo & Hindo, Ltd.
DBA: NTH Consultants, Ltd.
41780 Six Mile Road, Suite 200
Northville, MI 48168-3459

ISSUING COMPANY:

TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read "David C. Cook", is written over a horizontal line.

President

APPENDIX 6

FEDERAL PROVISIONS ADDENDUM

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

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- a. **Access to Records.** The following access to records requirements apply to this contract:
 - i. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit

audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

c. DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

d. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

e. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

f. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

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

Contractor's Full Legal Name

Primary Point-of-Contact Email Address

Business Address

City Business is located

State Business is located

US Zip Code + 4 digits
