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

Spalding DeDecker Associates, Inc 905 S. Boulevard East Rochester Hills, MI 48307

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. 00992

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 asneeded 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

Spalding DeDecker Firm Name

CV0020408 SIGMA Vendor ID Number

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Signature

03/23/2023 Date

Thomas Sovel, P.E. Vice President

Title

FOR THE STATE OF MICHIGAN:

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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 guotation 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 delinguencies 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 requirements, connections. connection permit 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 Michiganfurnished 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 505MECHANICAL/HVAC/PLUMBING/UTILITIES: Prepare and render complete<br/>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 followina 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 onsite 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 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, asbuilt 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 701COORDINATION: Coordinate the Professional's staff, Consultant firm's staff,<br/>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 desian 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 asbuilt 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 the Professional's Phase 500 design intent of 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, perlinear-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 <a href="http://www.michigan.gov/SIGMAVSS">http://www.michigan.gov/SIGMAVSS</a> 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 if 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 <u>http://www.ambest.com</u>.

- (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 selfinsurer, 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				
Minimum Limits: \$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			
Minimum Limits: \$2,000,000 General Aggregate	Professional must have their policy follow form.			
Automobile Liabi	lity 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' Compens	ation Insurance			
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.			
Employers Liabil	ity Insurance			
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.				
Professional Liability (Er Insurar	rors and Omissions) nce			
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate				

Environmental and (Errors and O	Pollution Liability missions) ***
<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 Endorsement/Special by 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 nonpayment of premium, to the State of Michigan, Department.

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

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

### ARTICLE VI INDEMNIFICATION

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

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

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

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

### ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

To the fullest extent allowed by law, the State releases the Professional, the Professionals Consultant(s) and the agents and employees of any of them from and against legal claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the State's use of the Contract Documents other than in accordance with this Contract Agreement. All Contract deliverables listed may be published or issued for informational purposes without additional compensation to the Professional. The Professional may not use any of the Contract Documents and Contract deliverables for any purpose that may misrepresent the professional services they provided. The Professional shall retain full rights to the Contract Documents and deliverables and the right to reuse component information contained in them in the normal course of the Professional 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 enter 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 be 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	PROPOSAL DUE DATE
Various	Thursday, January 19, 2023, at 2:00 p.m., EASTERN
CLIENT AGENCY	
Department of Technology, Management and Budg	et
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	TELEPHONE NUMBER
Various	
DTMB - DCD PROJECT DIRECTOR	TELEPHONE NUMBER
Chris Parsons	517.256.5677
WALK-THROUGH INSPECTION DATE, TIME, AN	D 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 <u>must</u> 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 <u>sigma-procurement-helpdesk@michigan.gov</u>
- 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 <u>parsonsc5@michigan.gov</u> 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 <u>Purpose</u>

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. <u>PROPOSALS SHALL BE RETURNED</u> <u>TO THE ISSUING OFFICE via State of Michigan Procurement website – SIGMA VSS</u>.

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 <u>Rejection of Proposals</u>

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** <u>parsonsc5@michigan.gov</u> 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 <u>Responsibilities of Professional</u>

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 <u>sigma-procurement-helpdesk@michigan.gov</u>

### 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-I 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 <u>Personnel</u>

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 <u>Questionnaire</u>

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

### II-6 <u>References</u>

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. his 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. <u>Primary Professional and Sub-consultant(s) – Position, Classification &</u> <u>Employee Billable Rate Information</u>

Using the format of Form II-2-A (attached), identify the service being provided and the Subconsultant'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 <u>web-link</u> 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. <u>ALL</u> 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. <u>Reimbursable Expenses for Individual Assigned Projects</u>

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:	EMPLOYEE BENEFITS:	INSURANCE:
Principals (Not Project	Hospitalization	Professional Liability Insurance
Clerical / Secretarial	Employer's Federal Insurance Contributions Act (FICA)Tax	Flight and Commercial Vehicle
Technical (Not Project Related)	Unemployment Insurance	Valuable Papers
Temporary Help Tax Technical Training Recruiting Expenses	Federal Unemployment Disability Worker's Compensation Vacation Holidays Sick Pay Medical Payments Pension Funds Insurance - Life Retirement Plans	Office Liability Office Theft Premises Insurance Key – Personnel Insurance Professional Liability Insurance
TAXES:	SERVICES (PROFESSIONAL)	EQUIPMENT RENTALS:
Franchise Taxes Occupancy Tax Unincorporated Business Tax	Accounting Legal Employment Fees	Computers Typewriter Bookkeeping
Single Business Tax Property Tax Income Tax	Computer Services Bond) Research Project / Contract Bond	Dictating Printing Furniture and Fixtures Instruments

# OFFICE FACILITIES: LOSSES:

### FINANCIAL:

Rents and Related Expenses Utilities Cleaning and Repair Bad Debts (net)

Depreciation

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

### SUPPLIES:

# PRINTING AND DUPLICATION:

### SERVICES (NONPROFESSIONAL):

Telephone and Telegram

Messenger Services

Postage

Drafting Room Supplies General Office Supplies Library Maps and Charts Magazine Subscriptions Specifications (other than Contract Bidding documents) Drawings (other than Contract Bidding documents) Xerox / Reproduction

Photographs

### TRAVEL:

### MISCELLANEOUS:

All Project – Related Travel\* Professional Organization Dues for Principals and Employees Licensing Fees

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

Firm Name

Yearly Hourly Billing Rate Increase

XYZ, Inc. ≈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

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

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

\*Firm's Mark-Up Percentage:\_\_\_

Firm's Ma	rk-Up Percentage:	RAPLE	
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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# **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 Stat	e:).
--	------

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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### **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.





#### 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**

 Full Name: <u>Click or tap here to enter text.</u> Address: <u>Click or tap here to enter text.</u> Telephone and Fax: <u>Click or tap here to enter text.</u> Website: <u>Click or tap here to enter text.</u> SIGMA Vendor ID: <u>Click or tap here to enter text.</u>

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

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)? <u>Click or tap here to enter text.</u>

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. <u>Click or tap here to enter text.</u>

2. Check the appropriate status:

🗌 Indivi	dual firm	Association	] Partnership[	Corporation,	, or 🗌 Combinat	ion –
Explain:	Click or ta	<u>ap here to enter</u>	text.			

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: <u>Click or tap here to enter text.</u>

Include a brief history of the Professional's firm: Click or tap here to enter text.

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

#### ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

Identify <u>ALL</u> project types and professional services for which your firm is exceptionally qualified and experienced.

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

- □ ADA facility assessment and remodeling
- □ Boilers and steam systems
- □ Bridges pedestrian and vehicular
- Building and structure additions

□ Building envelope investigation, repair, upgrade

- □ Correctional facilities
- □ Door and window replacement
- □ Elevators
- □ Fire and security alarm systems
- □ Fish passage structures

□ General architectural and/or engineering design

□ Historical Preservation

□ HVAC equipment replacement, upgrade, selection

□ HVAC controls replacement, upgrade, selection

- □ Interior remodeling and renovation
- □ Laboratory facilities
- □ Landscape architecture
- □ Land Planning
- □ Locks, Dams, Water Diking Systems and Water Control Structures
- □ Maintenance and facility preservation

□ Marine work - boat launch facilities, docks, harbors

- □ Parking and paving
- □ Recreation and Sports Facilities / Fields

□ Roof repair, restoration and/or replacement design

Soil Erosion Sedimentation Controls
 Site surveying

□ Stormwater management and drainage plans

Structural investigation and assessment
 Toilet and/or shower room remodeling or design.

- □ Trail design and development
- □ Wastewater systems
- Water supply systems

#### ARTICLE 3: PROJECT LOCATION

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

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

#### **ARTICLE 4: CONTRACT UNDERSTANDING**

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

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

Yes 🗆 No 🗆

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

Yes □ No □

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

Yes 🗆 No 🗆

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

Yes □ No □

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

Yes □ No □

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

Yes □ No □

If yes, explain: Click or tap here to enter text.

4.7 Doesyour 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: <u>Click or tap here to enter text.</u>

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

Yes □ No □

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

- 5.8 Does your company have an FTP or similar site for quick posting and distribution of information, drawings, field inspection reports, and other communications?
   Yes □ No □
- 5.9 Describe your method of estimating construction costs and demonstrate the validity of that method.

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text. %

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

Click or tap here to enter text. %

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

Click or tap here to enter text. Days/Weeks

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

Click or tap here to enter text.

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

Click or tap here to enter text.

5.16 Describe your experience with similar open-ended contracts.

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

#### **POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION**

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

Firm Name Yearly Hourly Billing Rate Increase Mark-up for Sub-Consultants (not to exceed 5%) Mark-up for Reimbursables (not to exceed 5%)

Position/Classification	Rate Ranges			
Position/Classification	Year 1	Year 2	Year 3	Year 4

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

\*\* Key Project Personnel



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

### REQUEST FOR PROPOSAL ADDENDUM NO. 1

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

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

# ENGINEERING SERVICES

2023 INDEFINITE SCOPE INDEFINITE DELIVERY FOR GENERAL PROFESSIONAL ARCHITECTURAL / ENGINEERING DESIGN SERVICES

### **STATE OF MICHIGAN**

SPAI

**Prepared for:** 

### **CHRIS PARSONS**

State of Michigan Department of Technology, Management and Budget Prepared by:

### **SPALDING DEDECKER**

905 South Blvd East Rochester Hills, MI 48307 PR22-665 | 1.19.2023



January 19, 2023

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

Re: Proposal – 2023 ISID General Professional Architectural / Engineering Design Services PR22-665

Dear Mr. Parsons:

Spalding DeDecker Associates, Inc. (SD) is pleased to provide the following statement of qualifications for 2023 ISID - General Professional Design Services to the Department of Technology, Management & Budget. Our goal is to provide consulting engineering and surveying services of the highest quality, effective project management, and innovative solutions to deliver projects on-time and within budget.

SD is proud of the team of professionals we have assembled to serve the DTMB for building alterations, additions, various facility upgrades, and special maintenance projects. Founded in 1954, SD's portfolio is widely diverse, encompassing a variety of public infrastructure projects. Throughout the past 68 years, SD has developed an excellent reputation for providing our clients with effective solutions for the many projects they encounter through infrastructure expansion and maintenance needs. We maintain prequalification by the Michigan Department of Transportation (MDOT), and we are an MDOT Small Business Enterprises.

SD brings unique elements to its project execution, including a genuine commitment to delivering top-quality services to our clients. As an employee-owned engineering and surveying firm with more than 100 professionals on staff, we believe in listening to our clients and understanding their needs. In the current economic and development climate, we understand that every public dollar must be spent wisely. Innovative solutions must be pursued, so project requirements are met at the least possible cost.

Our goal is to provide responsive, reliable, and expert professional services that solve the State of Michigan's engineering problems in an innovative, practical, and economical way. We are committed to delivering quality consulting engineering services and outstanding design products to the DTMB, and we look forward to working with you as part of your team.

Sincerely, SPALDING DEDECKER

Thomas J. Sovel, PE Vice President



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### STATE OF MICHIGAN 2023 INDEFINITE SCOPE INDEFINITE DELIVERY (ISID)

Part I - Technical

- 1. General Information and Project Team
- 2. Understanding of Project and Tasks
- 3. Personnel
- 4. Management Summary, Work Plan, and Schedule
- 5. Questionnaire
- 6. References

Part II - Cost Compensation

## **Firm Profile**

# SPALDING DEDECKER ENGINEERS | SURVEYORS

## ENGINEERED WITH INNOVATION

#### DRIVEN BY EXPERIENCE

#### DELIVERED WITH INTEGRITY





#### WHO WE ARE

Spalding DeDecker is an engineering and surveying consulting firm specializing in infrastructure, land development, and transportation. With offices in Rochester Hills, Novi, Detroit, Lansing, and Grand Rapids, Michigan, we support diverse clients across the nation with our broad range of services. Spalding DeDecker's dedicated teams in Transportation, Municipal Engineering, Land Development, Planning, Surveying, and Construction Engineering create safe, practical, and sustainable solutions for the unique needs of each client.

#### HISTORY

In September of 1954, Spalding DeDecker (SD) was born in a small store front office on Woodward Avenue in Birmingham, Michigan. SD's founders, Vernon Spalding and Frank DeDecker, began a partnership with a simple verbal agreement, a handshake, and an oath to focus on quality in workmanship and integrity in client service. By 1955, one project had turned into 40 and these initial projects opened the door to increasing opportunities.

The triangle is the strongest shape in geometry. Its sides reinforce each other. SD incorporated the triangle into its logo as it represented the three main components of how they did business: quality, integrity, and people. SD rooted itself in the strength of its business model as it weathered the economies of the next several decades. They continued to innovate using new technologies combined with good old fashioned instinct and common sense.

#### MARKET SECTORS & PRIMARY SERVICES Infrastructure

- Asset Management
- Construction Engineering
- Municipal Engineering
- Pavement Management Systems (PMS)
- Roof and Building Envelope Assessments
- Transportation Engineering
- Water/Wastewater Engineering

#### Land Development

- LEED<sup>®</sup> Project Design for Certification of Green Facilities through the US Green Building Council
- Site Engineering & Infrastructure Design
- Site Planning
- Site Selection & Development Feasibility Studies
- Stormwater Management Plans and Studies

#### Survey & Mapping

- ALTA / NSPS Land Title Surveys
- Aerial Control Surveys
- Boundary & Topographical Surveys
- Construction Layout
- Industrial, Aeronautical, and Transportation Surveying
- 3D Laser Scanning

## **Firm Profile**



ENGINEERING

#### TRANSPORTATION

LAND DEVELOPMENT

CONSTRUCTION **ENGINEERING** 

**SURVEYING** 





#### **SPALDING DEDECKER**

Firm Name: Structure: Date Formed: **Headquarters: Branch Offices:** Federal ID:

Spalding DeDecker Associates, Inc. (DBA Spalding DeDecker) **Corporation S** Date of Incorporation: October 28, 1958 - Michigan September 1, 1954 905 South Boulevard East Rochester Hills, Michigan 48307 Detroit, Lansing, Grand Rapids, Novi 38-1598901

Spalding DeDecker is in good standing with the State of Michigan and has a current ISID contract. We have all necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all of our obligations in connection with this RFP.

#### SINGLE POINT OF CONTACT

Thomas J. Sovel, PE | Vice President tsovel@sda-eng.com

#### **OUR TEAM**

Our people are our greatest asset. With over 100 employees on our team, we can handle any of our clients requests. Our team's skills and experience allow SD to plan the workload efficiently creating cost savings for our clients and its communities.

#### **EMPLOYEES BY DISCIPLINE**

Administrative	16
CAD Technician	8
Civil Engineer	21
Planner	4
Construction Technician	16
Hydrographic Surveyor	1
Land Surveyor	26
Project Manager	14
Technician / Analyst	4
Transportation Engineer	5
Water Resources Engineer	1
TOTAL:	116

#### **SOFTWARE**

Spalding DeDecker maintains licenses for AutoCAD Civil 3D, ESRI ArcGIS, MicroStation, Power GeoPAK, Microsoft Project, Microsoft Office, as well as Hydraulic and Hydrologic programs, MDOT FieldManager, Adobe programs, and various other technical programs that increase productivity.

#### WHO WE ARE

Established in 1954, Spalding DeDecker (SD) is a consulting engineering and surveying firm that specializes in infrastructure, land development, and transportation with a commitment to safety. Our Core Purpose is to create practical and sustainable infrastructure solutions for our clients and communities. We strive to be the benchmark of engineering and surveying excellence. With more than 100 employees, Spalding DeDecker will give you the personal attention that you deserve.

With offices in Detroit, Lansing, Grand Rapids, Novi, and Rochester Hills, SD offers a diverse core of engineering, surveying, and construction engineering services for municipal, land development, transportation, and water/wastewater projects.

#### **EXPERIENCE IN PROVIDING CONSULTING ENGINEERING SERVICES**

Seeking a qualified Civil Engineering Firm that can provide cost-effective solutions in its engineering approach, is knowledgeable about the state, communicates well, and is responsive to the DTMB's needs is a very critical step to ensure the DTMB's goals are reached. SD has been providing civil engineering and surveying services throughout southeast Michigan for more than 60 years. Our current and wide-ranging client base and the experience of our staff in serving these communities provide us with an advantage that we believe few other firms can offer.

We are committed to the highest standards of performance. Reflecting over six decades, one thing has remained constant; we continue to embrace our mission of recognizing client needs and continually striving to exceed client expectations. Our firm has never lost sight of its goal to establish itself as the "Benchmark of Excellence" in the professional field of Consulting Engineering and Surveying.

We understand that the DTMB is sensitive to the costs associated with designing and constructing facilities. Therefore, SD will work hand-in-hand with the DTMB and State Agency to determine practical and costeffective project solutions. SD provides the complete engineering package. We can take a project from the investigation phase through design, construction, and operation and maintenance. Throughout our successful design and project delivery, we incorporate many sustainable ecological solutions and context sensitive design.

Our design philosophy is simple: Our solutions must solve the problem. We work diligently to understand the challenge. Our design must be constructible and practical. Once complete, our solution must be efficient from an operations and maintenance standpoint.

The sequence of work tasks called out in the State of Michigan standard contract is a good guideline of the anticipated sequencing of the Work Plan, specific tasks, and deliverables needed for typical projects. We understand that work associated with this ISID contract could include any of the seven phases of the standard contract: Phase 100 – Study Phase; Phase 200 Program Analysis; Phase 300 - Schematic Design; Phase 400 – Design Development; Phase 500 - Final Design; Phase 600 – Construction Administration Office; and Phase 700 Construction Administration Field. We understand that each assignment that comes as a result of this contract will likely have different requirements, ranging from the study phase through design and construction.

## **ORGANIZATIONAL CHART**



SPALDING DEDECKER

(800) 598-1600 | www.sda-eng.com



**BS, Civil Engineering, 1988,** Michigan State University

#### REGISTRATION

Professional Engineer, Michigan, Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington DC, West Virginia, Wyoming

"Mr. Sovel's expertise lies in site engineering, stormwater management, and parking lot design."

# THOMAS J. SOVEL, PE

Sr. Project Manager | Vice President

Thomas J. Sovel, PE has 34 years of experience in the industry and with Spalding DeDecker. Mr. Sovel ensures all engineering projects, initiatives, and processes are in conformance with SD's established ISO 9001-based policies and objectives, which ensures efficient coordination and completion of land development projects.

His experience in civil engineering covers a wide variety of projects for both public and private clients. These have included educational, municipal, healthcare, commercial, industrial, and residential projects. His experience includes tasks related to site engineering design of watermain, sanitary sewer, storm sewer, stormwater master drainage plan development, parking lots, and site drainage.

#### **RELEVANT EXPERIENCE**

- George Auch HQ Building, Pontiac, MI – Project Manager responsible for civil engineering and surveying for new 19,000 square foot headquarters building on a brownfield site in downtown Pontiac.
- O.P.C. (Older Persons' Commission)
   Facility, Rochester, MI Department
   Manager responsible for oversight of
   site engineering for the 90,000sf OPC
   recreation center.
- McLane Food Service Distribution Center, Romulus, MI – Project Manager responsible for planning and civil engineering services.
- South Lyon Square Redevelopment, South Lyon, MI – Project Manager providing site planning and civil engineering services for retail redevelopment.
- Oakland Schools Office and Conference Center, Waterford, MI – Project Manager for site planning and engineering for new Oakland Schools headquarters building.
- Sterling Ponds Development, Sterling Heights, MI - Responsible for the storm sewer, water main, and sanitary sewer plans for this 75-acre commercial development with national retail tenants. Also provided site engineering for a 65acre industrial plat adjacent to the commercial development. Conducted

Big Beaver Creek Drainage Study.

- 52-3 District Courthouse, Rochester Hills, MI - Responsible for site engineering work include paving and grading design, storm water management, and sanitary sewer and water main design.
- 47th District Court, Farmington Hills, MI - Project Manager for site engineering work and site design work for the new 40,000 square foot courthouse building at the site of the existing administrative offices.
- River City Marketplace Jacksonville, FL – Project Manager overseeing development of several outlots. Services included site planning, design, and permitting for new buildings, parking lots, utilities, and drainage.
- Grand Blanc Township Police Station

   Project Manager for the new 25,000
   square feet police station, which was
   built on existing Township property
   on Saginaw Road north of Dort
   Highway. The site engineering work
   included paving and grading design,
   stormwater management, sanitary
   sewer, and watermain design. SD
   utilized multiple detention areas
   and incorporated the large wetland
   complex on the property into the
   stormwater management system.

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BS, Civil Engineering, Michigan Technological University, 2012

#### REGISTRATION

Professional Engineer, Michigan, 2017

#### TRAINING

Allan Block Certified Wall Designer

Craig is experienced in West Michigan land development.

# CRAIG GENGLER, PE

QA/QC | Senior Project Manager

Craig Gengler has 10 years of experience working within the West Michigan construction industry. Mr. Gengler is a senior project manager within the Land Development Team and has represented SD on many projects for commercial, institutional, residential, and industrial sites. In his career, he has performed the full array of tasks needed to bring a project from concept to completion. Tasks including, performing initial site evaluations; assisting with topographic survey fieldwork; performing soil borings and analysis; leading the engineering design; conducting client and stakeholder meetings; conducting pre-bid and pre-construction meetings; and performing punch list project closeout procedures.

Mr. Gengler has dedicated a majority of his career to private land development projects. In the fast paced and highly competitive private design market, expedited timelines, late design changes, and restrictive budgets are just a few of the obstacles that Craig has successfully overcome.

#### **QUALIFICATIONS**

- Highly experienced with land development projects
- Knowledgeable of West Michigan construction industry

- Western School District Project Engineer In charge of preparing design plans and permitting for a 1200 student elementary school located on a 33+ Ac property in Parma MI. Project includes a half mile access road across multiple properties with extensive coordination with local agencies.
- Kenowa Hills Public Schools- Project Engineer In charge of preparing design plans m and permitting for the installation of a new synthetic turf football field. Working closely with the landscape architect and school district to protect existing facilities and coordination with neighbors to utilize an offsite stormwater basin agreement.
- Martin Public Schools, Martin, MI Project Engineer Project Engineer in charge of preparing design plans and permitting for a large building addition, track, and baseball/softball improvements. The work included repaving, drainage, and traffic flow modifications at the High School.
- Jackson Public Schools 2018 Bond Projects, Jackson, MI Project Engineer In charge of preparing design plans and permitting for multiple bond projects. The work included building additions, repaving, drainage, and traffic flow modifications throughout the district at the following buildings: High School, Parkside Middle School, and Hunt, Dibble, and Sharp Park elementary schools.
- Stonegate Community and Golf Club, Twin Lake, MI Project Manager Completed a full site pavement assessment using PAVER software for a residential golf course community. Results were shared in a presentation to the entire community at a monthly meeting. A community-wide maintenance and reconstruction plan was created and acted upon with year-1 repaving and crack sealing projects being started immediately.
- Epworth Assembly/Epworth Heights, Ludington, MI Project Manager Completed a full site pavement assessment using PAVER software for a private Lake Michigan resort community. Roadways, parking lots, and shared drives were evaluated based on the condition and number of users to establish a priority and best utilize limited maintenance funds. Results were integrated into a community-wide facility maintenance GIS map. Results of the pavement assessment and demonstration of the GIS capabilities were shared with the board members and implementation of recommended pavement maintenance actions started immediately.



**BS, Civil Engineering, 2007,** Lawrence Technological University

#### REGISTRATION

Professional Engineer Michigan, 2012

**PASER Certified** 

#### TRAINING

**CTT- PASER Webinar Training –** 2014, 2016, 2017, 2018

**CTT- PASER Classroom Training –** 2014, 2015, 2016, 2017, 2018

CTT- Gravel Roads Inventory Based Rating System

PASER Training, Michigan Transportation Asset Management Council, March 2011, March 2012, March 2014, and February 2017

AutoCAD: Civil 3D 2011, IMAGINIT Technologies, 2011

# JACOB R. ENSLEY, PE

Civil Site Design | Project Engineer

Jacob Ensley has over 16 years of experience in the industry, all with Spalding DeDecker (SD). Mr. Ensley has been part of the Pavement Management Team and has represented SD for many pavement management projects on municipal, commercial, institutional, residential, and industrial sites. He has performed initial field investigations to collect data to develop pavement repair plans; pavement inspection using PASER rating system for many facilities/programs; soil borings; implementation and customization of CartêGraph Pavement Management software; design of asphalt and concrete pavement repair plans and specifications; preparation of current and forecasted pavement repair budgets; development of database to track facility/program information; development of efficient field data collection procedures; organizer/leader of client meetings; conduct pre-bid and pre-construction meetings; and punch list project close out.

#### **QUALIFICATIONS**

• He is an expert in pavement inspection using PASER rating system and is PASER Certified.

#### **RELEVANT EXPERIENCE**

- Warren Woods Public Schools Responsible for preparing design plans and permitting for multiple bond projects. The work includes repaving, drainage, and traffic flow modifications throughout the district at the following buildings: Westwood Elementary School and the Hawthorn Education Center.
- East China School District Responsible for preparing design plans and permitting for multiple bond projects. The work includes building addition, repaving, drainage, and traffic flow modifications throughout the district at the following buildings: Administration Building which includes the Early Childhood Center and new Innovation Center, District Stadium, St. Clair High School and Marine City High School.
- Romulus Community Schools Responsible for preparing design plans and permitting for multiple sinking fund projects. The work includes building addition, repaving, drainage, and traffic flow modifications throughout the district at the following buildings: Romulus High School, Romulus Middle School, Barth Elementary School, Wick Elementary School, Halecreek Elementary School and Romulus Elementary School.
- **Redford Union Schools** Responsible for Civil engineering services for 2017 paving projects in the District, including the Transportation Lot, Hilbert Middle School, High School, Beech Elementary, and Stuckey Elementary.
- Bedford Public Schools Responsible for preparing design plans and permitting for multiple bond projects. The work includes repaving, drainage, and traffic flow modifications throughout the district at the following buildings: Bedford Junior High School, Bedford Senior High School, Jackman Road Elementary School, Douglas Road Elementary School, Monroe Road Elementary School, and Smith Rd Elementary School.
- Warren Consolidated Schools, Warren, MI Responsible for civil engineering services for the District Bond Program, including parking lot improvements, sidewalks, concrete pavement, underdrain and soft surface material at playgrounds, hard surface play areas, fencing replacement, gates and bollards, and improving site drainage for more than two dozen schools throughout the district.

- Oxford Community Schools
- Lake Orion Community Schools
- Dearborn Public Schools
- West Bloomfield School District
- Southgate Schools
- Walled Lake Consolidated Schools
- Northville Public Schools
- Royal Oak Schools
- Berkley Schools
- West Bloomfield School District
- Shrine High School
  - Allegan Public Schools



BS, Civil Engineering, 2011, Lawrence Technological University, Southfield, Michigan

#### REGISTRATION

Professional Engineer PE, Michigan, 2016

PASER Pavement Rating Certification

Storm Water Operator Certification

Comprehensive Soil Erosion and Sedimentation Control Certification

#### TRAINING

AutoCAD: Civil 3D

Esri: ArcGIS

Bentley: CulvertMaster, FlowMaster, StormCAD, WaterCAD

Mr. Brass incorporates sustainable elements into his site engineering designs

# NICHOLAS BRASS, PE

Civil Site Design | Project Engineer

Nicholas Brass, PE has more than 11 years of experience in the industry. In his role as project engineer, Nick is responsible for providing engineering and project support, including civil site design, specification and plan development, quality reviews, and task planning for a variety of projects. He has performed initial field inspections and investigations to collect data to develop improvement plans; designed plans and specifications for land development, pavement management, and municipal-owned infrastructure projects; provided soil boring analysis; reviewed sites to integrate sustainable elements; and performed pavement inspection using the PASER rating system for many facilities/programs and managed databases and tracked and forecast pavement maintenance repairs.

#### **QUALIFICATIONS**

- Reviews site features to incorporate bioswales, rain gardens, infiltration trenches, and other "low impact design" components to integrate stormwater management seamlessly into the site features
- He is proficient with field data collection procedures; organizes/leads client meetings; conducts pre-bid, pre-pave, and pre-construction meetings; performs punch list project close outs; and provides field inspections on behalf of clients

#### **RELEVANT EXPERIENCE**

- Macomb County Department of Roads Vehicle Maintenance Facility, Provided site plan and construction documents for a new vehicle maintenance facility including paving, grading, storm water management systems, utilities, and box culvert drain crossing.
- Galloup Kendall Group Distribution Center Provided site plan and construction documents for several distribution facilities including paving, grading, storm water management systems, and utilities.
- Washtenaw Community College Advanced Transportation Center Provided site development design for a new instructional building including utilities, sanitary sewer lift station and force main, grading, and sidewalk improvements
- Kettering University Learning Commons Provided site development design and construction documents for new student learning center including paving, grading, drainage, and utilities.
- Oakland University South Foundation Hall Expansion and Renovation Provided site plan and construction documents including paving, grading, and utilities.

- Oakland University Varner Hall Renovations
- Rochester Hills New Office
   Development
- Fed-Ex Ground Facilities IL, KS, IN, CA, PA, MN, and NY
- Wolverine Solutions Group

Masters of Urban Design and Planning, University of Washington, 2011

Masters of Science in Civil Engineering, University of Washington, 2011

Bachelor of Science in Civil Engineering, University of Florida, 2007

#### REGISTRATION

Professional Engineer in the states of Michigan and California.

American Institute of Certified Planners

Michigan Residential Builders and Maintenance & Alteration Contractors License

LEED Accredited Professional

#### TRAINING

ArcGIS, AutoCAD, Civil3D, AutoTURN, SketchUp, Revit, Newforma, SPSS, SWMM, HydroCAD

Leadership Detroit Class XLI, Detroit Regional Council / 2020

Integrated Project Management Certificate, Harvard Graduate School of Design / 2018

#### AWARDS

National AIA Award East Riverfront Master Plan / 2018

### TRICIA DEMARCO, PE, AICP, LEED AP Detroit Market Lead

As a licensed professional engineer and certified urban planner, Tricia leads projects from concept to construction. Having worked in seven countries and seven U.S. states, Tricia is now focused exclusively in the City of Detroit where she leads our Detroit office. Within Detroit, Tricia is dedicated to creating street-level impact with special attention to the Detroit neighborhoods beyond the central business district.

Tricia's multi-faceted experience allows a practical understanding of development within Detroit through a lens of social, economic, and environmental responsibility. She is an active LEED accredited professional. Her skills include project coordination, project management and implementation, project visioning and due diligence, entitlements and approvals, stormwater management, and site design for large and complex projects. Tricia's experience also includes non-motorized transportation design and transportation forecasting, master planning, and community outreach.

#### **QUALIFICATIONS**

- Over half a decade of experience working directly with the City of Detroit and the surrounding neighborhoods.
- Recognized as 2019 National Honor Award for Urban Design from the American Institute of Architects (AIA) for her work on the East Riverfront project

#### **RELEVANT EXPERIENCE**

- Detroit Achievement Academy, Northwest Detroit, MI Site Design, Stormwater Management, Site Permitting - Project Executive - In charge of generating a technical stormwater report to obtain permits necessary for construction. The work included the demolition of structures, a new building addition, parking lot and drive improvement, stormwater detention design, bioretention ponds, landscaping, and site grading.
- Equity Education, Northwest Detroit, MI Utility Design, Site Permitting Project Manager - Utility design and documentation of a new water connection for the adaptive reuse of an existing structure for a public charter school. Coordination of permits necessary for construction.
- Pewabic Pottery Learning Center Expansion and Stormwater Management, Detroit, MI - Project Manager - Site design for the expansion of the historic Pewabic Pottery education center, including utility design and green stormwater management.
- North Corktown Redevelopment Plan, Detroit, MI Project Executive In conjunction with the City of Detroit Choice Neighborhood grant application Infrastructure planning, approvals, and concept design for the redevelopment of approximately 140 residential units over 40 acres within the North Corktown Area. In conjunction with the City of Detroit Choice Neighborhood grant application.

- McKinley School Adaptive Reuse Site
   Design, Southfield, MI
- Detroit Food Commons Site Design, Stormwater Management, and Site Permitting, Detroit, MI
- 3939 3rd Street 5-Story Residential Multi-Family - Site Design, Site Permitting, Detroit, MI
- Preserves on Ash, Phase 1 and 2 Site
   Design and Permitting, Detroit, MI

- 6001 Cass Site Design, Detroit, MI
- North End Landings Site Design, Detroit, MI
- Henry Ford Health Systems South Campus - Design, Detroit, MI
- Hilberry Theater, WSU Utility and Site Design, Detroit, MI
- 3rd and Grand Mixed-Use Development, Detroit, MI



Master of Urban & Regional Planning, Graduate Certificate in Community Engagement, Michigan State University | 2015

Bachelor of Science in Family & Consumer Science, Minor in Business Administration, Illinois State University | 2011

#### CERTIFICATION

American Institute of Certified Planners (AICP)

Project Management Professional (PMP)

#### TRAINING

Zoning Administrator Certificate Program

Site Plan Review Training

Master Michigan Citizen Planner Certificate

Project for Public Spaces Placemaking Workshop

Urban Land Institute MI Larson Leadership Initiative

Urban Land Institute Real Estate Development: Principles & Practices

Lean Six Sigma Yellow Belt

Challenge Detroit Fellowship Program

Cassi is a leader who brings unique planning experience to the team.

# CASSI MEITL, AICP, PMP

Senior Planner

A certified urban planner and project manager with expertise in community, economic, and real estate development, Cassi has seven years of unique experience in the City of Detroit, working for DTE and the Detroit Mayor's Administration.

Cassi has experience coordinating land use-planning initiatives and economic development projects and practices in the City of Detroit, primarily for commercial and industrial real estate development projects. Her knowledge of City processes, zoning and policy, master and neighborhood planning, site selection and planning due diligence, entitlements and approvals, and community engagement guides projects of all sizes through completion.

#### **QUALIFICATIONS**

- Certified Planner, American Institute of Certified Planners (AICP)
- Knowledgeable in community, economic, and real estate development
  - Experienced in coordinating land use-planning initiatives and economic development projects in public and quasi-public environments

#### **RELEVANT EXPERIENCE**

- Dakkota Integrated Systems at Kettering High School, Detroit, MI Senior Advisor

   Navigated acquisition, permitting, zoning, site plan, infrastructure, and community
   impact challenges to support \$55M auto supplier project and 625 new full-time jobs on
   18-acre brownfield.
- City of Detroit Neighborhood Planning Projects, Detroit, MI Senior Advisor Informed consultant-led neighborhood planning projects including Delray Neighborhood, Joe Louis Greenway, and Eastern Market Framework Plans. Guided and coordinated city investment (commercial & residential demolitions, utility and road infrastructure improvements, and zoning and development approval updates) in alignment with neighborhood plans.
- DTE Campus Planning, Detroit, MI Program Manager Directed stakeholder engagement - developed, planned, and facilitated executive visioning and decisionmaking sessions, employee, and downtown neighbor engagement activities. Assisted in oversight of consultant-led campus master planning project.
- **Beacon Park at DTE, Detroit, MI Program Manager** Assisted with the final design, development approvals, construction management, grand opening planning, and initial programming of Beacon Park, DTE's public park and restaurant.
- City of Detroit Industrial Planning, Detroit, MI Senior Advisor Developed and proposed industrial redevelopment framework plan to coordinate planning, regulating, and economic development tools. Guided and coordinated city investment (commercial and residential demolitions, utility and road infrastructure improvements, and zoning and development approval updates) in alignment with industrial development. Informed ordinances and development regulations.

- Fiat Chrysler Automobile (Stellantis) Detroit Expansion, Detroit, MI
- Cadillac Stamping Plant, Detroit, MI
- Conners Creek Power Plant Property Redevelopment Plan, Detroit, MI
- Conners Ceek Power Plant Site Activation, Detroit, MI
- Manistee County Regional Parks, Recreation, and Trail Development Plan
- Ecorse Revitalization and Placemaking Program (RAP) Grant Applications, MI
- Delhi Charter Township Master Plan Update, MI



BS, Civil Engineering, Michigan State University, 1999

#### REGISTRATION

Registered Professional Engineer, Commonwealth of Pennsylvania, No. 073496

Registered Professional Engineer, State of North Carolina, No. 033832

Registered Professional Engineer, State of Michigan, No. 6201056819

#### TRAINING

The Runoff Reduction Method and It's Applications, 2015

Pedestrian and Bicycle Safety Assessment Studies, 2016

Green Street Retrofit, 2017

Parking Lot Design Essentials, 2017

EPA Onsite Wastewater Treatment: Processes and Systems, 2017

Pumping Systems: Piping, Valves, Hydraulics, 2019

OSHA 30 Training, 2019 Clean Water Act and NPDES Overview, 2019

Asphalt Paving Design Basics, 2020

#### Phil's expertise lies in sustainable utility design.

## **PHIL STRUNK, PE** Utility Design | Lead Utility Design Engineer

Mr. Strunk is a Senior Project Manager and a licensed Professional Engineer in Ml, NC and PA. He has over 22 years of experience in municipal design and land development. He has designed and managed various municipal, private site development, institutional/ governmental site development and wastewater related projects. He specializes in local roadway design, road programs, sewer/ stormwater design, and client relations. He has worked closely with architects, clients and contractors throughout the design, permitting, contract administration, construction and project close out phases of the projects.

#### **QUALIFICATIONS**

• He is excellent in project design, QA/QC, project coordination, and project management for every stage of the project from due diligence, survey, design, permitting, construction to close out

- 2022-23 Novi Local Road Program, Novi, MI Project Manager Working on design and specifications for approximately \$2.5 million yearly concrete and HMA maintenance project. Working with Novi staff to develop repair areas and project scope.
- 2022-23 Canton Local Road Program, Canton, MI Project Manager Working on design and specifications for approximately \$2.0 million yearly subdivision concrete and HMA maintenance project. Working with Canton staff Home Owner's Association (HOA) to develop repair areas and project scope.
- Crafton Borough Sanitary Sewer O&M Compliance Projects, Crafton, PA Project Manager - Design, construction management and coordination of sanitary sewer repair contracts encompassing point repairs and lining to correct deficiencies in the system and CCTV of the sewer system in accordance with the Borough's approved O&M Plan.
- North Hills Village Culvert Repair, Ross Township, PA Project Manager Design, DEP permitting and construction management of an 8' diameter steel plate culvert maintenance project.
- Chesterfield Township Sidewalk Gap Planning and Funding, Chesterfield Twp, MI -Project Manager - Providing TAP grand sidewalk / pedestrian path conceptual design and application assistance to Chesterfield Township.
- Various Road Improvement Projects, Southfield, MI Project Engineer Worked on design and field inspection of municipal road improvement projects in the Village of Clarkston and City of Southfield. This included local road reconstruction, milling and resurfacing, curb and gutter replacements, ADA sidewalk ramp replacements and storm inlet/sewer improvements.
- Ben Avon Borough Road Program, Ben Avon, PA Project Manager Worked on construction management for a large-scale road program that includes milling and resurfacing of various streets along with various patch repairs, storm sewer repairs and sidewalk ramp and curb replacement for 2016 and 2017 road program.
- Ross Township Sanitary Sewer O&M Compliance Projects, Ross Township, PA Project Manager - Design, construction management and coordination of sanitary sewer repair contracts encompassing point repairs and lining to correct deficiencies in the system and CCTV of the sewer system in accordance with the Township's approved O&M Plan.
- Evergreen Park Phase I Improvement Project, Ross Township, PA Project Manager Design, permitting, bidding of parking drive and lot, and stormwater improvements for Evergreen Park, located in Ross Township.



B.A.Sc. Civil Engineering University of Waterloo Waterloo, ON, Canada | 1992

#### REGISTRATION

Professional Engineer, Michigan, 1997

#### TRAINING

Auto CAD Civil 3D

Arc GIS

PASER

**MDOT ProjectWise Explorer** 

**MERL Software** 

#### Alan is highly experienced in all facets of local projects.

### ALAN LOEBACH, PE Utility Design | Senior Design Engineer

Mr. Loebach has more than 29 years of experience in transportation, utility, and water resources engineering. Alan was the Project manager, design engineer, and construction manager for well over 200 major City of Dearborn Capital Improvement Projects ranging in from \$50,000 to over \$11M., and was responsible for complete project development including planning, estimating, design, contract specifications, bidding procedures and construction administration. Projects included large, combined sewer overflow (CSO) sewer separations, street reconstruction, sewer construction and rehabilitation, water main construction/replacement, street resurfacing, streetscapes and parking lot construction, land development and various other projects including green infrastructure. Mr. Loebach designed and managed federally-funded MDOT Local Agency Program (LAP) construction projects (~20 to date). He obtained and maintained permits from government agencies such as Wayne County, Great Lakes Water Authority, Michigan Department of Transportation, and Michigan Department of Environment, Great Lakes and Energy for various City projects. Mr. Loebach also supervised all Engineering Division field and office technical staff. Alan is extensively familiar with MDOT design and AASHTO standards. He also is familiar with, and has access to the MDOT Drainage Manual and MDOT Road Design Manual.

#### **QUALIFICATIONS**

- Knowledgable of MDOT LAP standards and regulations
- Highly experienced in stormwater, sewer, and watermain projects.
- Proficient in obtaining and maintaing permits from local government agencies

#### **RELEVANT EXPERIENCE**

- City of Dearborn NPDES Permit Administrator, Dearborn, MI MiWaters Certifier / City Representative – MiWaters Administrator for City's NPDES Permit. Worked with EGLE and other City Departments to develop the City of Dearborn Storm Water Ordinance mandated by EGLE. Responded to information requests from EGLE and submit Project Performance Compliance (PPC) reports via MiWaters on behalf of the City of Dearborn.
- Michigan Avenue Storm Sewer & Water Main and Telegraph Storm Sewer, Dearborn, MI- Design Engineer/Project Manager – Design services and project management for 1,300 feet of storm sewer construction, 1,000 feet of water main replacement and concrete paving for joint project with MDOT. Storm sewers designed to MDOT hydraulic standard, Telegraph concrete pavement replacement and full width concrete paving of Michigan Ave service drive per MDOT standard. Obtained EGLE, MDOT, GLWA and SESC permits and executed two Intergovernmental Agreements with MDOT.
- Cherry Hill Resurfacing Telegraph to Outer Drive (FAC), Dearborn, MI Design Engineer/City Representative - Design services and project representation for construction of 1,650 feet of 12"-24" storm sewer, 2000 feet of sanitary lead replacement, 3,200 feet of water main replacement and full width concrete pavement. Obtained EGLE, MDOT, SHPO, Wayne County and SESC permits.

- West Dearborn Downtown Streetscape-North Streets Dearborn, MI
- Park & Nona Street Reconstruction -Nowlin to Military, Dearborn, MI
- SO Sewer Separation South & North
   Omaha Beach Drive and Michigan
   Avenue, Dearborn, MI
- Greenfield-Jerome Area Sewer Separation, Dearborn, MI
- Camp Dearborn Sanitary Sewer Modifications, Milford, MI
- Sanitary Sewer Separation-2021, Dearborn, MI



BS, Civil Engineering, University of Kansas, 1996

#### REGISTRATION

**Professional Engineer** Michigan, 2001

#### TRAINING

FHWA/MDOT Constructing **Pedestrian Facilities for** Accessibility, 2011-2019

**US Access Board ADA Accessible Training - Multiple** Sessions, 2014-Present

**MDOT Training Wheels On-Road Bicycle Facility** Design Course, 2011 & 2019

#### **AFFILIATIONS**

**Orion Safety Path Advisory** Committee: Chair 2012-2016 Vice Chair, 2018-2019 Member 2010-2020

**Oakland County Trail Water** Land Alliance: Member 2010-2020

Ms. Reynolds has extensive experience with ADA, bike path, and non-motorized pathway design

# **TAYLOR REYNOLDS, PE**

Utility Design | Senior Project Engineer

Ms. Reynolds has 26 years of experience in municipal engineering specializing in pedestrian routes. She is responsible for the day to day client communication and resident coordination required for complex and varied projects. Ms. Reynolds' experience includes numerous years of pathway design, meeting the ADA standards, while finding a balance between client needs and resident satisfaction. She pursues continued training from state and national agencies to remain up to speed on ADA compliance concerns for our clients, including compliance for development sites, pedestrian facilities along public rights-of-way, as well as ADA compliance of pedestrian detours around construction activities.

#### QUALIFICATIONS

- Managed numerous contracts for local, state and federal construction and design projects documents
- Extensive non-motorized pathway experience and passionate about pedestrian safety

#### RELEVANT EXPERIENCE

- Jewell Road Pathway, Washington Township, MI Project Coordinator Prepared construction plans and specifications for this pathway along a heavily traveled route to the local high school.
- M-24 Non-Motorized Safety Audit, Oxford Township, MI – Project Engineer – Analyzed existing pedestrian routes within the M-24 corridor of Oxford Township with respect to safety and ADA compliance. Provided detailed formalized recommendations immediately used in prioritizing corridor improvements.
- Mound Road Pathway, Washington Township, MI Project Coordinator A pathway through heavily wooded and established large residential properties completing a significant non-motorized connector for the community. This project included creative design to work with the existing residential landscape and topography as well as a cross walk at the West Road intersection.
- Township Facilities ADA Compliance, Canton Township, MI Senior Project Engineer - Managed design of site accessibility improvements at Township owned including accessible parking locations, signage, and accessible routes to the facility entrances. Prepared construction documents.
- Ten Mile Road Pathway, City of Novi, MI – Project Coordinator – Prepared construction plans and specifications for this half mile of new concrete sidewalk along an RCOC road fronting scattered residential lots.
- North Territorial and McClumpha Pathways, Plymouth Township, MI Project Coordinator - Provided QA on construction plans and developed Specifications for new concrete sidewalks in critical gap areas through existing residential main road corridors.
- Eight Mile Road Pathway, Napier Road to Beck Road, City of Novi, MI Project Engineer - Analyzed existing pedestrian routes at connection points for ADA compliance and completed the design of 2 miles of 8' wide multi-use pathway along a high volume roadway through undeveloped, wetland, and existing residential properties.
- Michigan Air Line Trail, Construction Engineering, Wixom, Commerce Township • and Walled Lake, MI - Project Engineer - Provided Construction Engineering Quality Assurance for a newly paved 5.3-mile-long rail trail. Assessed pedestrian safety crossings and ADA ramps.
- Clinton River Trail TAP Grant Design, Rochester Hills, MI Senior Project Engineer -Prepared contract documents for the placement of signs and other amenities along the Clinton River Trail in the cities of Auburn Hills, Rochester Hills and Rochester that provide a uniform look along the trail. The project was partially funded with a grant from MDOT. The project was bid through MDOT local agency program and due to the nature of the project, many special provisions were written for the bid items.

SPALDING DEDECKER



EDUCATION BS, Civil Engineering, 2000, Michigan State University

#### REGISTRATION

Professional Engineer, MI, 2005, #6201052155

Professional Traffic Operations Engineer

Keith's expertise lies in complex roadway rehabilitation and reconstruction projects

### **KEITH SIMONS, PE, PTOE** Road Design | Lead Road Design Engineer

Mr. Simons has combined expertise in the disciplines of highway design, traffic operations, and safety. In highway design, he has led the design of projects ranging from limited access expressway to expressway interchange reconstruction on the Interstate System to county roads and highway scoping/feasibility studies. Among his technical specialties is the analysis and design of freeway interchanges. He has managed and produced design approval documents, plans, specifications, and contract documents for municipal, state, and Locally Administered Federal Aid projects. In traffic operations analysis, Mr. Simons has been principal analyst on several projects ranging from highway planning and reconstruction projects to small-scale traffic impact studies. He is experienced in Level of Service (LOS) analysis, traffic signal timing/phasing and coordination, operational traffic simulation modeling, delay studies, crash analysis, and in developing traffic operations mitigation measures. Mr. Simons is experienced in SYNCHRO and CORSIM traffic simulation software packages, as well as Highway Capacity Software (HCS) traffic analysis software. In addition, Mr. Simons has experience leading Road Safety Audits.

#### QUALIFICATIONS

• Managed and produced design approval documents, plans, specifications, and contract documents for numerous municipal, state, and Locally Administered Federal Aid projects

- M-21 Rehabilitation, Village of Fowler MI MDOT Project Manager. The scope of work for this project included: mill and resurface of M-21 from Meadow View Drive to East of Fowler; drainage modifications to address existing ponding issues; ADA sidewalk ramp reconstruction and upgrade to current ADA standards; minor geometric upgrades; maintaining traffic; soil erosion & sedimentation control; and pavement markings. This project required significant coordination and project management throughout development to ensure all stakeholder concerns were addressed and constructible end product. Significant coordination was provided with the Village of Fowler to ensure drainage/safety concerns relating to ponding water which regularly engulfed one of the two eastbound lanes of M-21 was required throughout the project development.
- M-227 Rehabilitation, City of Marshall, MI Highway Design and Lead Traffic Engineer. This project was completed as part of the Southwest Region As-Needed Design contract. The scope of work for this project included: reconstruction and rehabilitation of 2.976 miles of M-227; intersection radius evaluation and modifications to meet current MDOT standards; ADA sidewalk ramp evaluation and upgrade to current standards; drainage modifications based on proposed construction activities; geometric upgrades; non-freeway signing; maintaining traffic; soil erosion & sedimentation control; and pavement markings. This project was part of the Risks Reserve Funding Projects (RRR) and was completed in 55 calendar days (Authorization to Plan Completion).
- M-50 Roadway Rehabilitation, Britton, MI Principal Highway Design & Traffic Engineer/Assistant Project Manager The scope of work for this project included the design of 1.972 miles of cold milling and resurfacing of the existing HMA pavement, pavement repairs/patching, and HMA overlay from Ridge Highway to the east Village Limits of Britton. Also included were: miscellaneous replacement of driveways and curb and gutter; replacement of sidewalk and ADA sidewalk ramps according to MDOT and FHWA standards and specifications; design of new sidewalk; development of MOT plans, details and specifications for full replacement and upgrade of the existing signing to meet current MDOT and FHWA non-freeway signing guidelines including ground mounted signs on both steel and wood posts in rural and urban setting.

**BS Civil Engineering, Lawrence Technological University**, 1998

MS Civil Engineering, Wayne State University, 2001

#### REGISTRATION

Professional Engineer, Michigan, 6201050419, 2003

#### TRAINING

MDOT Work Zone Training, 2016, 2018

MDOT GeoPak SS3 Training, 2015

Power GeoPak Webinars, 2012

ADA Design Seminars, 2008 -Present

GeoPak SS4 Training & Update Seminars, 2016-2018

AutoCAD Civil 3D Training, 2011

### "Eric is an expert in designing local agency roadways for municipalities"

### **ERIC M. KIPP, PE** Road Design | Senior Project Engineer

Eric M. Kipp, PE has 24 years of experience in the industry. As the Lead Road Engineer, Eric supports the project and Project Manager by performing design evaluations and providing recommendations to development and design that improve the quality of service. He performs engineering design evaluation and recommends alterations to development and design to improve quality of services and/or procedures. Eric has gained experience in construction contract administration and inspection of highway construction projects such as roadway rehabilitation, bridge maintenance, storm sewer construction and inspection, and water main construction. He has served as a design engineer for roads, storm sewer, and drainage, and roadway geometrics. Kipp is familiar with a variety of field concepts, practices, and procedures. Other areas of work have included ADA ramp design, traffic engineering, and preliminary engineering.

- Northville Hills Golf Club Street Repairs, Charter Township of Northville, MI
- 2017 Neighborhood Road Program Asphalt Contract 3, City of Novi, MI
- 2017 Neighborhood Road Program Concrete Contracts 1 & 2, City of Novi, MI
- North Center Road Reconstruction, from State St (M-58) to 450 north, Saginaw Charter Twp, MI
- Sibley Road Reconstruction, from Telegraph Rd (US-24) to Racho Rd, Brownstown Twp, MI
- Van Horn Road Rehabilitation, from Inkster Rd to Arsenal Rd, Brownstown Twp, MI
- Livonia Stark Road Rehabilitation, City of Livonia, MI
- MDOT Blue Water Bridge Security
   Improvements, Port Huron, MI
- Beech Daly Rehabilitation, Taylor, MI
- Novi Rd Rehabilitation, 12 Mile Rd to 13 Mile Rd, Novi, MI
- Lotz Rd Reconstruction, Canton Twp, MI
- Levan Rd Rehabilitation, Livonia, MI
- Walnut Lake Rd Resurfacing, Bloomfield Hills & West Bloomfield Twp, MI
- Middle Belt Rd Rehabilitation, 7 Mile Rd to 8 Mile Rd, Livonia, MI

- Avon Road Rehabilitation, Rochester Hills, MI
- Haggerty Road at 6 Mile Road and Farmington Road at 6 Mile Road & 7 Mile Road, Livonia, MI
- I-94BL from CSX Railroad to Ravenswood Rd, Marysville, MI
- Local Street Realignment under the Blue Water Bridge, Port Huron, MI
- M-3 (Gratiot Ave) Rehabilitation, Sunnyview St to Sandpiper St, Mt Clemens & Clinton Twp, MI
- Van Horn Resurfacing, Fort St to W. Jefferson Ave, Trenton, MI
- Long Lake Rd Concrete Patching, Crooks Rd to Livernois Rd, Troy, MI
- John R Rd Rehabilitation, N of 12 Mile
- Rd to 14 Mile Rd, Madison Heights, MI
  Southfield Rd Boulevard Reconstruction, 11 Mile Rd to N of 12 Mile Rd, Lathrup Village & Southfield, MI
- Paint Creek Trail Rehabilitation, Oakland County, MI
- 12 Mile Road Widening and Resurfacing, Farmington Hills, MI
- M-29 Reconstruction, Marine City & East China Townships MI
- M-59, from Wide Track to Opdyke Rd, Pontiac, MI
- 14 Mile Rd to I-75, Troy, MI



BS, Civil Engineering, Michigan Technological University, 2005

#### REGISTRATION

Professional Engineer Michigan, 2012

Professional Engineer North Carolina, 2010

#### TRAINING

Professional Traffic Operations Engineer, 2015

MDOT Office Technician Certification, 2012

Michigan Community Development Grant Administrator, 2017

SESC Comprehensive/ Construction Site 2312 exp 2022

Stormwater Operator, 2017 # 17953 2020

Ariana's expertise in traffic safety engineering adds vital preventive traffic engineering elements to our projects

# ARIANA JESKE, PE, PTOE

Road Design | Lead Traffic Engineer

Ariana Jeske, PE, PTOE more than 17 years of experience in roadway design and traffic engineering. Ms. Jeske specializes in creating engineering solutions for each client's unique project. Her areas of expertise include traffic engineering studies, roadway design, bicycle and pedestrian design, safety assessments, traffic control and detours, pavement marking plans, drainage design, parking area development, traffic signal warrant analyses, and traffic impact analysis preparation and review. Her expertise in traffic safety engineering adds vital non-motorized consideration and preventative traffic engineering elements to transportation projects. She has vast experience with Synchro, Microstation, GEOPAK, HEC–RAS, and HEC–HMS. Ariana is passionate about all modes of transportation and finds creative ways to promote safety and balance in her projects.

#### QUALIFICATIONS

- Experienced in roadway design, bicycle and pedestrian design, safety assessments, traffic control and detours, pavement marking plans, and traffic signal warrant analyses.
- Certified as a Professional Traffic Operations Engineer and Computerized Office Technician.

- Lake Eastbrook Boulevard, Grand Rapids, MI Responsible for design of road reconstruction and water main replacement on Lake Eastbrook Boulevard from East Beltline Ave to 28th St. The project was administered through the MDOT LAP program and required coordination around the City's four properties, permitting, including MDEQ water permits, SESC permits, and MDOT ROW.
- 136th Avenue Reconstruction, Ottawa County, MI Responsible for design engineering including plans and special provisions, maintenance of traffic, pavement marking and signing plans, coordination of private utilities, and construction contract administration. Project involved 0.98 miles of hot mix asphalt pavement, concrete curb, gutter and sidewalk ramps, storm and sanitary sewer, water main, and pavement markings on 136th Avenue from Riley Street to Quincy Street and on Greenly Street east of 136th Avenue. Responsible for obtaining all environmental and MDOT permits.
- Madison Ave Franklin to Wealthy Rd. Grand Rapids, MI Responsible for the design
  of an MDOT Local Agency Program funded resurfacing, water main replacement, and
  sewer separation of 0.6 miles Madison Ave. including coordination of the topographical
  survey and soil borings, preparation of construction drawings and specifications to be
  used in bidding process, prepared special provisions, completion of MERL preliminary
  and final cost opinions, completion of a City cost allocation breakdown per department
  per utility, obtaining SHPO clearance, and completion of parking survey to determine if
  on street parking can be eliminated.
- Eastern Ave Ardmore St to Oakdale St, City of Grand Rapids, MI Responsible for design of an MDOT Local Agency Program funded resurfacing, water main replacement, road diet, bike lanes, and sewer reconstruction of Eastern Ave from Ardmore St to Oakdale St. Residential two-way street with parking on both sides. This project also included a Bike Lane evaluation under Grand Rapids Bike Action Plan.
- Miller Road Rehabilitation and Watermain Design (Ballenger to Hammberg), City of Flint – Project included engineering design for the resurfacing of Miller Road from Hammerberg Road to Ballenger Highway, including ADA sidewalk improvements. The project will include milling and resurfacing the water main replacement, HMA surface over the existing concrete, storm sewer repairs, ADA sidewalk improvements, and a road diet. SD reviewed the existing storm sewer to determine where unallocated dollars in the project budget could be applied to upgrading an older storm system.



BS, Surveying Engineering, Ferris State University, Big Rapids, MI, 1994

#### REGISTRATION

- Professional Surveyor: Michigan, 44282, 1998 Alabama, 30341-S, 2009 Kentucky, 4088, 2014 Minnesota, 51361, 2013 North Dakota, LS-8832, 2013 Texas, 6546, 2014
- Michigan Residential Builder

#### TRAINING

OSHA 30-Hour Construction Safety and Health

**PSMJ** Principals Boot Camp

PSMJ Project Management Boot Camp

Confined Space Entry trained

Federal Aviation Administration (FAA) Integrated Distance Learning Environment (FAA IDLE) Level 3 Training for FAA Advisory Circulars: AC 150/5300-16A, -17B, and -18B (Airport GIS)

Courses Civil Engineering, 1995, Wayne State University

Courses, 1992, Michigan State University

Mr. DeDecker has extensive municipal surveying and mapping experience

# MICHAEL F.H. DEDECKER, PS

Vice President | Sr. Survey Project Manager

Michael F. H. DeDecker, PS has more than 30 years of experience in the industry. In his role as a Survey Project Manager, Mike is responsible for organizing the highly complex activities for the development and implementation of surveying and mapping projects. Project management involves the coordination of all aspects of a project including client relations and working with a project team to meet the requirements of the scope of work. DeDecker provides surveying expertise for the successful support and continuous improvement of survey and mapping projects to provide quality in workmanship and value for project budgets. As Lead Surveyor, Mr. DeDecker supervises project surveyors, survey draftsmen, and field crews. He performs project quality control, project research, boundary calculations, survey computations and field data analysis.

#### QUALIFICATIONS

• He is proficient in preparing ALTA/NSPS Land Title Surveys and has particular experience in surveying for municipal infrastructure projects and industrial surveying applications.

#### **RELEVANT EXPERIENCE**

- Little Caesars Arena, Detroit, MI construction layout for the new 650,000 SF, state-of-the-art, 8-story hockey arena, ancillary buildings, and surrounding areas, and parking deck. SD used a complex computer model to ensure precise layout and tight tolerances for the challenging layout of the arena's circular design, which is supported by trusses and features large, curved glass panels.
- Michigan Airline Trail, Construction Engineering and Surveying, Wixom, Commerce Township and Walled Lake, MI - Full-time construction engineering, contract administration, construction engineering, and surveying for a newly paved 5.3-mile-long rail trail including pedestrian safety crossings and ADA ramps.
- MDOT M-29 Corridor Planning and Research, St. Clair, MI Topographical survey for planning and research on M-29 for a non-motorized path and possible corridor improvements from Bree Road to Yankee Road (approximately 2.8 miles long), primarily within the City of St. Clair, was required.
- Avon Road Rehabilitation, Adams to Livernois, Rochester Hills, MI Survey for two-mile-long rehabilitation project including HMA overlay, minor drainage improvements, minor geometric improvements, and non-motorized pathway.
- MDOT M-1 (Woodward) Signal Work, Various Communities, Oakland County, MI -Road design survey for signal and ADA ramp design at 14 intersections along an 8 mile stretch of Woodward Avenue.
- US-12 (Michigan Ave) & M-153 (Ford Rd) Intersections, Wayne County, MI Survey Project Manager – Road design and right-of-way survey for signal and ADA ramp design at 15 intersections along US-12 (Michigan Ave) and M-153 (Ford Rd).
- FEMA Flood Study, Troy, MI Project Manager Approximately 100 cross-sections and 14 structure details over 4.04 miles of drain for hydraulic survey performed according to FEMA Guidelines and Specifications for Flood Hazard Mapping Partners specifications. Used GPS to establish control and perform a portion of the cross-sections.
- Oakland County Water Resources Commissioner As-needed Surveying Services, Oakland County, MI - Provided as-needed staking and general surveying services on a variety of projects.
- Wealthy Street Parking Lot, Grand Rapids, MI Responsible for design survey for design of the parking lot including coordination of completion of the topographical survey and soil borings, preparation of construction drawings and specification to be used in bidding process, design of improvements, and construction administration.

(800) 598-1600 | www.sda-eng.com

BS, Environmental Science, University of Kansas, 1997

#### REGISTRATION

MDOT Certified Aggregate Technician

MDEQ Certificate of Training for Part 91 Soil Erosion and Sedimentation Control, USDOT HAZMAT Certified

MDEQ Stormwater Management, Construction Site A-1j

#### TRAINING

MDOT Concrete Paving Inspector

**MDOT Bituminous Paving** 

**MDOT Density Technology** 

Concrete Technician & Concrete Construction Inspector, Level I

Concrete Field Testing Technician, Level I

Ted has provided construction engineering for numerous public works and private development projects.

## **TED MEADOWS**

Construction Engineering Sr. Project Manager | Vice President

Ted has 25 years of experience in construction engineering. In his role as a Senior Project Manager, Ted is responsible for managing public and private construction engineering projects. Construction Engineering (CE) management involves the coordination of all aspects of a project including client relations and working with a project team to meet the requirements of the scope of work. Currently Mr. Meadows is the construction operations supervisor for projects primarily within the City of Novi, City of Ann Arbor, and Plymouth Township. Ted has worked in the construction phase of numerous public works and private development projects on behalf of our municipal clients. As the supervisor of the construction staff, Ted is responsible for the daily construction engineering activities for all projects, including staff scheduling, construction observation procedures, staff training, asbuilt plan review, walk-throughs, punch lists, and project close out.

#### **QUALIFICATIONS**

- Construction operations supervisor for projects within City of Novi and Plymouth Township.
- Extensive knowledge of MDOT standards and specifications.

- General Engineering and Construction Services, City of Novi, MI Currently the Contract Administrator, supervising field and office construction technicians. Performs project quality control, construction contract administration, soil erosion and sedimentation control procedures, surveying, and observation of public utility construction, tunneling and paving operations. Oversees work done in multifamily, single family, commercial, retail and industrial developments throughout Oakland, Wayne and Washtenaw County.
- General Engineering and Construction Services, Plymouth Township, MI Currently the Contract Administrator, supervising field and office construction technicians. Performs project quality control, construction contract administration, soil erosion and sedimentation control procedures, surveying, and observation of public utility construction, tunneling and paving operations. Oversees work done in multifamily, single family, commercial, retail and industrial developments within Plymouth Township.
- General Engineering and Construction Services, Northville Township, MI Senior Construction Technician that supervised field and office construction technicians. Performed project quality control, construction contract administration, soil erosion and sedimentation control procedures, surveying, and observation of utility construction, paving and tunneling operations. Oversaw work done in many multifamily and single family developments throughout Wayne County.
- SAD 170 Phase 1B and 2B, City of Novi, MI Senior Construction Technician responsible for the supervision of installation of over 10,000 feet of new trunk line sanitary sewer. Responsible for over-seeing inspection, pavement and site restoration, contract documentation, and processing pay certifications.
- West Bloomfield Sanitary Manhole Rehabilitation, West Bloomfield Township, MI

   Senior Construction Technician responsible for rehabilitation of over 20 sanitary
   manholes within an existing subdivision. The manhole rehabilitation consisted of
   removal and replacement of leaking sanitary manhole adjustments and castings as
   well pressure grouting section joints and later cement lining the interior walls of the
   structures.

**BS, Civil Engineering, 2005** Michigan Technological University

#### REGISTRATION

Professional Engineering Michigan, #6201063636

#### TRAINING

USACE Construction Quality Manager, 2017

Troxler Nuclear Testing Safety

MDOT Density Technology

MCA and ACI Concrete Field Testing Tech I

MCA Level II Advanced Contrete Technician

MDEQ Storm Water Construction Operator

Part 91 Soil Erosion Sedimentation Control

**Confined Space Entry** 

**Confined Space Rescue** 

**MDOT Bridge Paint Inspection** 

MDOT Hot Mix Asphalt Paving Operations

Brad has an extensive professional background in materials testing and geotech.

# BRADLEY J. ABAR, P.E

**Construction Engineer** 

Mr. Abar is a Design Engineer/Construction Engineer who has experience in multiple disciplines of civil engineering fields, such as geotechnical, construction management, and environment/water resources. He is proficient in ArcGIS, AutoCAD, Micro Station, HEC-RAS, and MS Office, along with other various civil engineering software programs. He has performed concrete testing on everything from large concrete structures to sidewalks, and density testing on clay, sand, bituminous, and aggregates on a variety of projects. Brad also has over six years of experience in construction management on many influential construction projects performed across the country.

#### **QUALIFICATIONS**

• Experience in construction inspection and testing of HMA paving, concrete paving, storm sewers, sanitary sewers, water mains, roads, and bridges

#### **RELEVANT EXPERIENCE**

- **Court Street Rehabilitation LAP, Flint, MI Project Manager** Performed full Construction Engineering. Work included 2.14 mi of hot mix asphalt cold milling and resurfacing, pavement removal, concrete curb, gutter, sidewalk and ramps, water main, drainage, sewer, joint and crack repairs, signing and pavement markings on East Court Street from Crapo Street to Center Road in the city of Flint, Genesee County.
- US-23 Pavement Repairs, Monroe, MI Project Manager Performed full Construction Engineering. Work included 3.85 mi of concrete pavement repair on US-23 from School Road to Ida Center Road, in Monroe County.
- M-52 Rehabilitation North of Old US-12 to South of Werkner Road, Cheslsea, MI -Project Manager - Performed full Construction Engineering. Work included 2.07 mi of hot mix asphalt cold milling and resurfacing, ADA ramps, pedestrian pushbutton, and pavement markings on M-52 from north of Old US-12 to south of Werkner Road in the city if Chelsea, Washtenaw County.
- Vivian Road Bridge at Sandy Creek LAP, Frenchtown Twp, MI Lead Inspector -Performed full Construction Engineering for Monroe County Road Commision project. Work including superstructure widening with prestressed concrete box beams, approach work, guardrail and pavement markings.
- Belden Tile Drain, Road Rehabilation, Wayne County, MI Lead Inspector: Performed full Construction Engineering, work included storm sewer, new ditch construction, and rehabilitation of existing roads. Wayne County Department of Public Service
- Wry Drain Inspection and Testing, Monroe, MI Inspector and Material Tester: Performed inspection and testing work consisted of the installation of over 9000 LF of storm sewer and 172 Manholes constructed in an existing residential neighborhood. With this system in place it would eliminate flooding and divert part of the old drain. The project also included the reconstruction of 7 streets within the neighborhood. Monroe County Drain.
- Pink and Wager Drain, Flat Rock, MI Inspector and Material Tester: Performed asneeded inspection and testing work consisted of the clean out of the existing drain, installation of over 300 LF of storm sewer and 4 Manholes constructed in an existing residential neighborhood. Work also included the installation of 4 new culverts.

- South County Water, Lewis Ave Pump Station, Bedford Twp., MI
- Bedford Twp. SAW GIS Monroe
   County, MI
- I-94BL from the I-94 east bound off ramp east to Main Street
- Adrian Township Saw Grant, Adrian, MI
#### APPROACH

The sequence of work tasks called out in the State of Michigan standard contract is a good guideline of the anticipated sequencing of the Work Plan, specific tasks, and deliverables needed for typical projects. We understand that work associated with this ISID contract could include any of the seven phases of the standard contract: Phase 100 – Study Phase; Phase 200 Program Analysis; Phase 300 – Schematic Design; Phase 400 – Design Development; Phase 500 - Final Design; Phase 600 – Construction Administration Office; and Phase 700 Construction Administration Field. The chart shown to the right indicates the specific phases and tasks that SDA could potentially be involved with on any given project.

We understand that each assignment that comes as a result of this contract will likely have different requirements, ranging from the study phase through design and construction, and it is therefore difficult to spell out a work plan for the specific tasks at this time. In lieu of a work plan, therefore, we will present our management approach and a typical schedule below.

#### MANAGEMENT PLAN

In general, the most important aspect of any project is open communication with the client, internal staff, and all other team members. At the onset of an assignment, we will designate a Project Manager to be the single point of contact between DTMB personnel and SD. This manager will be selected from our significant bench strength based on the specifics of an assignment, and that manager's particular skill set. For instance, we have managers that are better situated for major infrastructure projects versus parking lot design.

The Project Manager will be responsible for developing a work plan and schedule for the project and ensuring that the schedule is adhered to. They will also coordinate all operations of our internal staff as well as subconsultants and will handle coordination between any other disciplines involved on the project.

The Manager will develop a work plan for a particular assignment, which will be reviewed with DTMB personnel at a project kick-off meeting to ensure that the project direction and expectations are clear between all the parties. Our standard procedures also dictate that we will have an in-house kick-off meeting to make sure that all our team members that will work on the project have a full understanding of the scope, schedule, budget, and client expectations.

As a project proceeds through the various phases, we will hold internal team meetings on a regular basis, with the frequency of those meetings being determined at the start of the project based on size, complexity, and schedule of the project. In tandem with these in-house meetings, the manager will also arrange progress meetings with DTMB based on your preferences. Whenever possible and when all parties are in agreement, these meetings could be conducted remotely using Zoom, Microsoft Teams, etc. We find this to be an efficient and cost–effective way to "meet" with team members to review project progress. Of course, if complex or critical issues must be discussed, a face-to-face meeting may be preferred.

#### **QUALITY ASSURANCE / QUALITY CONTROL**

Our Project Manager will also ensure that SD's documented QA/QC process is adhered to at all times. This process was developed as part of an ISO 9001 certification for SD. This process calls for internal reviews at various stages to ensure quality goals are being met. We can provide a copy of our detailed QA/QC plan if requested.

#### CONSTRUCTABILITY REVIEW

As a project works its way through the design process, SD conducts a constructability and value engineering analysis to ensure that the project will be built with an efficient combination of methods and materials. This approach results in a construction project completed in a manner that makes an efficient use of time and financial resources. Depending on the scale and complexity of the design, an individual or team will be appointed that has the appropriate level of design and construction expertise to perform such an analysis. In some cases, these experts are selected from SD staff, and in other cases specialists could be retained from external sources. It is important that these reviewers have not been involved in the original project design, so a high level of objectivity in the evaluation is obtained.

This analysis includes:

- Constructability Analysis
- Value Engineering Analysis
- Quantity Take-Offs
- Review Site Geometrics
- Site Walk-Through
- Determine Necessary Permits
- Provide Engineer's Opinion of Construction Cost
- Review Geotechnical Reports

This process is fully documented, with each key area of the design and section of the contract documents evaluated on both checklists and comments written directly on the design documents. At the conclusion of the initial evaluation, the Design Team is brought in with the evaluators in a "resolution meeting" to discuss areas of concern. After a thorough airing of opinions, necessary revisions are made to the contract documents. If appropriate, recommendations are made to the client concerning alternative approaches, with advantages and disadvantages associated with each option fully explained. SD will indicate its recommendation on which option to select, supported by objective reasoning.

#### **TYPICAL SCHEDULE**

A project schedule will be developed at the beginning of each assignment. Since project sizes can vary significantly, we are providing the following notes/schedule in reference to an assignment with a fee of \$50,000.00. Please note that timelines rely on DTMB for timely responses to project reviews.

- 1. SDA would expect to assign a Project Manager and initiate project kick-off meetings within one week of receiving formal notice to proceed.
- 2. An assignment involving a Study Phase (Phase 100) would be expected within four weeks of notice to proceed.
- 3. Design phase services (Phases 300 to 500) would be completed within 12 weeks of notice to proceed.
- 4. Construction time periods can vary greatly depending on size and complexity of the project. We would expect a project with a fee of \$50,000.00 would take six to nine months to complete.

SD is fully committed to providing the necessary staff and resources to DTMB to meet each project's goals and the expectations of DTMB personnel. We can pull individuals from our staff of 110+ employees to provide the proper mix of people to complete your project successfully.



### 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**

 Full Name: Spalding DeDecker Associates, Inc. Address: 905 South Blvd East, Rochester Hills, MI 48307 Telephone and Fax: Phone (248) 844-5400 | Fax (248) 844-5404 Website: www.sda-eng.com E-Mail: cdedecker@sda-eng.com SIGMA Vendor ID: 38-1598901 (Vendor Code: CV0020408)

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: Spalding DeDecker has regional offices in Detroit, Lansing, Novi, and Grand Rapids, all of which will assist in performing the work.

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)? 905 South Blvd East, Rochester Hills, MI 48307

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. Thomas J. Sovel, PE, Vice President | 905 South Blvd East, Rochester Hills, MI 48307 | tsovel@sda-eng.com | (248) 844-5400

2. Check the appropriate status:

🗌 Indivi	dual firm [	Association	] Partnership	Corporation,	or 🗌 Combinati	on –
Explain:	Click or ta	<u>ap here to enter</u>	text.			

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: Michigan - 9/1/1958

Include a brief history of the Professional's firm: Spalding DeDecker is a consulting engineering and surveying firm that specializes in infrastructure, land development, and transportation. Our Core Purpose is to create practical and sustainable infrastructure solutions for our clients and communities. We strive to be the benchmark of engineering and surveying excellence. Engineered with innovation. Driven by experience. Delivered with integrity. When our founding fathers, Vernon Spalding and Frank DeDecker, first opened their doors in 1954, Spalding DeDecker promised to do business with integrity and a commitment to excellence. Two generations later, a handshake from Spalding DeDecker is still a firm promise you can count on. You could say we're not afraid of getting our hands dirty. Spalding DeDecker offers a diverse portfolio of engineering and surveying services that encompass the needs of municipal, land development, transportation, and water/wastewater projects, and along with full pavement management. We've paved the way with experience and technology. Our team approach is based on experience, executed with innovation, and delivered with integrity. We feel our success is driven by a combination of our expertise and our ability to develop and maintain long-term relationships. Headquartered in Rochester Hills, Michigan, SD has regional offices in Detroit, Novi, Lansing, and Grand Rapids.

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

Please see the oganization chart on the following page.

Corey Yang RH

Jacob Bakou RH

Planners Tricia DeMarco, PE, AICP, LEED

AP\* DT

Casal Melti, AICP, PMP\* DT

Sean Campbell DT Janny Panergo DT

SPALDING DEDECKER

### 5. Questionnaire



4. Has there been a recent change in organizational structure (e.g., management team) or control (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. No

Maintenance of Traffic

Kyle Bassett, PE RH

Sofialb Kraba DT

CAD Support

Scott Tecker NV

5. Provide a four year rate schedule per position.

Mille Preciveitan, PE RH

Additional Support

Luisa Amid, EIT RH

Jocob Jabany, Eff RH

QA/QC Jeremy Schrot, PE\_NV

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### **POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION**

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

Firm Name	Spalding DeDecker Associates, Inc.
Yearly Hourly Billing Rate Increase	3%
Mark-up for Sub-Consultants (not to exceed 5%)	5%
Mark-up for Reimbursables (not to exceed 5%)	5%

Bosition/Classification	Rate Ranges			
Fosition/Classification	Year 1	Year 2	Year 3	Year 4
Project Executive	\$216.00	\$222.48	\$229.15	\$236.03
Senior Project Manager	\$195.00	\$200.85	\$206.88	\$213.08
Project Manager	\$178.00	\$183.34	\$188.84	\$194.51
Senior Planner	\$160.00	\$164.80	\$169.74	\$174.84
Senior Project Engineer 2 / Assistant Project Manager +	\$160.00	\$164.80	\$169.74	\$174.84
Senior Project Engineer +	\$144.00	\$148.32	\$152.77	\$157.35
Associate Planner	\$120.00	\$123.60	\$127.31	\$131.13
Project Engineer +	\$133.00	\$136.99	\$141.10	\$145.33
Engineer +	\$122.00	\$125.66	\$129.43	\$133.31
Planner +	\$88.00	\$90.64	\$93.36	\$96.16
Graduate Engineer +	\$107.00	\$110.21	\$113.52	\$116.92
Senior Designer +	\$133.00	\$136.99	\$141.10	\$145.33
Designer +	\$114.00	\$117.42	\$120.94	\$124.57

Senior Mapping Specialist +	\$130.00	\$133.90	\$137.92	\$142.05
Mapping Specialist +	\$118.00	\$121.54	\$125.19	\$128.94
Senior CAD Technician +	\$108.00	\$111.24	\$114.58	\$118.01
CAD Technician 2 +	\$97.00	\$99.91	\$102.91	\$105.99
CAD Technician 1 +	\$88.00	\$90.64	\$93.36	\$96.16
Engineering Technician +	\$90.00	\$92.70	\$95.48	\$98.35
Sr. Project Surveyor +	\$155.00	\$159.65	\$164.44	\$169.37
Project Surveyor +	\$130.00	\$133.90	\$137.92	\$142.05
Senior Survey Technician +	\$130.00	\$133.90	\$137.92	\$142.05
Survey Technician +	\$120.00	\$123.60	\$127.31	\$131.13
Senior Survey Assistant +	\$78.00	\$80.34	\$82.75	\$85.23
Survey Assistant +	\$68.00	\$70.04	\$72.14	\$74.31
One (1) Person Survey Crew (W/ Robotic Equipment) +	\$135.00	\$139.05	\$143.22	\$147.52
Two (2) Person Survey Crew +	\$192.00	\$197.76	\$203.69	\$209.80
Contract Administrator / Resident Project Representative +	\$130.00	\$133.90	\$137.92	\$142.05
Construction Technician 3 +	\$107.00	\$110.21	\$113.52	\$116.92
Construction Technician 2 +	\$97.00	\$99.91	\$102.91	\$105.99
Construction Technician 1 +	\$85.00	\$87.55	\$90.18	\$92.88
Confined Space Specialist +	\$139.00	\$143.17	\$147.47	\$151.89
2 Person O & M Crew +	\$300.00	\$309.00	\$318.27	\$327.82
Office Technician +	\$115.00	\$118.45	\$122.00	\$125.66
Soil Erosion Inspector +	\$90.00	\$92.70	\$95.48	\$98.35

Professional Traffic Engineer	\$162.00	\$166.86	\$171.87	\$177.02
Graduate Traffic Engineer +	\$118.00	\$121.54	\$125.19	\$128.94

\*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

#### **GENERAL CONDITIONS – SPALDING DEDECKER ASSOCIATES, INC.**

- 1. For classifications indicated with "+", overtime work will be charged at a rate 1.3 times the indicated rate, for time worked in excess of 8 hours per day.
- 2. If a Retainer is paid to initialize the Project, the retainer will be credited toward the final payment due for the Project.
- 3. Fees are due and payable monthly, within 30 days after the date of the invoice. All fees not paid within 30 days of the invoice date will be subject to an additional late-payment charge of 1% (of the invoiced amount) per month, beginning from said thirtieth day. SDA reserves the right to suspend or terminate its work upon failure of the Client to pay invoices as due.
- 4. All drawings and other documents produced under the terms of this Agreement are instruments of service belonging to SDA, and they cannot be used for any reason other than for this Project.
- 5. The Client agrees to limit SDA's liability to the Client, due to SDA's negligent acts, errors, or omissions, such that the total aggregate liability of SDA shall not exceed \$10,000 or SDA's total fee for the service rendered on this Project, whichever is greater.
- 6. In consideration of substantial costs incurred by SDA to stop and restart work on a project once it has begun, should SDA's work be halted by the Client at any time, a project restart fee of \$500 will be due and payable immediately.
- 7. The Client affirms that it has secured legal rights to work on the property upon which the Project will be built or that such rights will be secured within a reasonable time period. The Client further acknowledges that non-payment of fees owed under this agreement may result in a mechanics lien being placed on the property upon which the work is being done.

#### **REIMBURSABLE EXPENSES**

The following items are reimbursable to the extent of 105% of actual expenses (including subcontracting expense) accrued for the project:

- 1. Special materials and equipment unique to the project.
- 2. Printing and reproductions.
- 3. Geotechnical Engineering and/or other Subcontracted Services.
- 4. Shipping and handling.

### ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

Identify <u>ALL</u> 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.

### 5. Questionnaire

- $\hfill\square$  ADA facility assessment and remodeling
- $\Box$  Boilers and steam systems
- □ Bridges pedestrian and vehicular
- ☑ Building and structure additions

□ Building envelope investigation, repair, upgrade

- □ Correctional facilities
- $\hfill\square$  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
- $\boxtimes$  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
- $\boxtimes$  Recreation and Sports Facilities / Fields

□ Roof repair, restoration and/or replacement design

 $\boxtimes$  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
- $\boxtimes$  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)
- Solution Western Lower Peninsula (west of 127, north of Muskegon, south of Grayling)
- Central Lower Peninsula (east of Battle Creek, west of Chelsea, south of M 46 and M 57)
- Southwestern Lower Peninsula (west of Battle Creek, south of Muskegon)
- Southeastern Lower Peninsula (east of Chelsea, south of I-69)

### **ARTICLE 4: CONTRACT UNDERSTANDING**

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

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

Yes ⊠ No □

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

Yes ⊠ No □

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

Yes ⊠ No □

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

Yes ⊠ No □

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

Yes ⊠ No □

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

Yes ⊠ No □

If yes, explain: Spalding DeDecker has extensive knowledge of MICHSpec and DCSpec contracts and has completed them for numerous clients - recently, with the development of the State of Michigan Woodlands Facility Emergency Well Repair.

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

Yes ⊠ No □

If yes, explain: Spalding DeDecker has completed hundred of projects for the State of Michigan including the DTMB and the Michigan Department of Transportation.

### ARTICLE 5: CAPACITY AND QUALITY

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

In order to provide the DTMB with comprehensive Quality Assurance and Quality Control, the SD Project Team will utilize the Quality Management System (QMS). This system provides an effective, thorough program to assure that the Team's methods and work products, including stakeholder processes, site investigation, contractual documents, design files, sub-consultant work, and final work products are organized in accordance with acceptable standards, project specific requirements, and a high level of professionalism.

#### Overview

SD's QMS is based on the following basic principles:

- Correctness, Uniformity, and Legibility of Contract Documents
- Document Control and Process
- Maintenance of Schedules and Deadlines
- Cost Control Milestone Reviews

The QA/QC Engineer, Craig Gengler, PE, will perform extensive quality assurance reviews at scheduled milestones. By having Mr. Gengler review the design plans, specifications, and estimate, we assure an unbiased, objective review process. An overall plan review will ensure uniformity and consistency of the entire contract bid documents. Mr. Gengler is very knowledgeable in standards and specifications which will assure that the plans, pay items, and special provisions are prepared in accordance with current standards and format requirements.

Each QA/QC review will include the following tasks:

- 1. Review file for contract documents, including amendments, schedule revisions, and progress reports.
- 2. Review checklists and document logs to ensure project engineers are following calculation checks and tracking correspondence at the project level.

- 3. Make checks of quantities calculations and engineering.
- 4. Conduct detailed review of deliverables for each phase and Final submittals.

Detailed reviews of deliverables will follow SD checklists for the appropriate milestone in accordance with our Corporate ISO procedures. The reviews will verify that CAD standards, quantities and pay items, and plan formats are consistently uniform and in accordance with requirements. On a more practical level, our QA/QC Engineer's previous field experience allows her to assess constructability, the practicality of notes and specifications, and that the proposed work is presented logically, clearly, and without ambiguity. All reviews are to be documented and reviewed with the SD Project Manager and then back-checked to confirm corrections have been made and all previous comments or questions have been addressed.

#### Schedules, Deadlines, and Cost Control

Our Senior Project Manager, Thomas J. Sovel, PE, will use an internal Gantt chart to track PPMS task progress and make periodic adjustments in resources to assure that submittal and meeting deadlines are met. By reviewing staff workloads, project schedules, and deadlines each week, Mr. Sovel can make any needed adjustments to ensure that the project receives the appropriate staffing, expertise, and production to meet the client's expectations. Mr. Sovel will provide the client with a monthly progress report to formally document the project progress and identify any anticipated changes to schedule or cost.To manage the design budget, Mr. Sovel will use SD's internal project accounting system (Deltek Vision) weekly to track the resources being used toward the progress of the project. Regularly scheduled progress meetings will be conducted internally to review status of design issues, sub consultant performance, deliverables, and any items which may impact the overall design or construction budget. The client's Project Manager will be notified promptly if significant changes to design or construction costs are anticipated.

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

Yes ⊠ No □

If yes, explain:

Year/Name/Location	Nature	Status/Outcome
2018	Trip and fall injury claim. Mrs.	Case # 2018-163314-NO
Rangaswamy vs	Rangaswamy tripped over a	Oakland County
Cipparrone Contracting et	construction stake.	There was no basis for a claim against
al		Spalding DeDecker. SD was removed as a defendant.
2013	Premature failure of parking lot	January 2014
New Huron Township Hall, Huron Township, MI	pavement. We assert that the primary cause is poor soils and inadequate maintenance.	Settled during mediation. Settlement terms are confidential.

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

Yes ⊠ No □

Thomas J. Sovel, PE will be our primary contact for the State of Michigan.

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.

SD understands that our contract will be with the DTMB Design and Construction Division. SD will need to communicate with both the DTMB and the State Agency that is involved on the particular project, as they operate and maintain the facilities. SD will establish a communication plan at the onset of each project that is acceptable to all stakeholders.

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

SD will review the specifications on the substitution and confirm that it meets or exceeds the specified material and is suitable for the proposed use. Assuming it does meet or exceed the requirements, SD will confirm acceptance with interested parties, including the owner. If acceptable to all parties, we will issue formal acceptance.

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

See 5.5 above. The approach is the same.

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?

The single point of contact for SD will communicate directly with point of contact 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.

SD has worked on hundreds of projects in the State in the last several years. Through this work, we have compiled a significant database of local construction costs. We will utilize this historical data and current bids for projects outside of data and make appropriate adjustments based on location and other important economic considerations at the current time. We also contact suppliers and obtain current pricing for equipment and serivces throughout the duration of the prioject. We find this to be the most comprehensive way of estimating construction costs.

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

SD addresses the two main components of cost control:

- 1. Project costs as part of SD's contracted budget
- 2. Construction costs of our designs

Project costs (labor and expenses) are tracked twice a month (weekly if required by the client or the nature of the project) through a review by the Project Manager. By comparing actual incurred costs with progress of the work, the Project Manager can determine twice a month whether the project is on budget. The control of construction costs is accomplished by preparing estimates of construction at key milestones of the design process. Any significant deviation from the construction cost estimate is discussed with the contactor and plan is developed to bring the project back to budget. The owner will be notifed of project cost throughout the duration of construction.

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

30 to 35% depending on level of construction observation. %

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

This percentage is dependent on the project assignment. %

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.)

5 Days / 1 Week

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

If we do not have experience working with a particular contractor, we can investigate the following:

- References
- DUNS number
- Credit Rating
- Better Business Bureau
- Discuss with colleagues in the industry to find others who have worked with the contractor
- 5.15 Describe your firm's understanding of Sustainable Design and LEED Certification.

SD has worked on several LEED projects, and can work with the design team to determine site design items where sustainable design can be utilized. This might include bio-retention areas, rain gardens, infiltration measures, porous pavement, low irrigation landscaping, etc. Whatever options are available, it is critical to have buy-in from all parties, including the owner, prior to implementation.

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

SD has held open-ended contracts with communities in Michigan since 1954. SD currently holds several similar open-ended contracts with municipalities, state agencies, and institutions. SD's current clients with open-ended contracts include:

- Michigan Department of Transportation (MDOT) As-Needed Survey Services
- Armada Township
- Canton Township
- City of Novi
- Plymouth Township
- City of Rochester Hills
- Chesterfield Township
- City of Ecorse
- City of Grand Rapids
- City of Livonia
- City of Ann Arbor
- Cascade Township
- Washington Township
- 5.17 Describe your methodology for obtaining information about the existence and condition of an existing, facility's components and systems.

For our basic services, this primarily pertains to existing site improvements as to internal functions. Old plan or archive information can be invaluable in understanding original construction intent, and we try to obtain this information from the owner on every project. If the owner does not have the old plans, we will try to obtain information from the local governing agency if the original project ever went through a permitting process. Absent any archive information, an updated topographic survey is critical in mapping out the existing conditions (grades and utility locations). This will occasionally need to be supplemented with additional subsurface investigation if utility routes are unclear, which could include pipeline videotaping and jetting, ground penetrating radar, etc.

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.

In general, projects adjacent to lakes and rivers will require permitting from the DEQ under Act 451 of 1994, the National Resources and Environmental Protection Act. For impact to lakes and rivers, Part 301 will usually apply, as well as Part 303 if wetlands are involved. The State requires the use of the joint permit application, which will sometimes require Army Corps of Engineer review depending on size and sensitivity of the project. SD is familiar with the application processes for this type of work. SD has had very limited involvement with permits/approvals for campgrounds, critical dune, and coastal zone management.

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

We take an objective approach to this and work with the owner to determine the following: Is this a fair request? Is there a clear understanding that they should not have known about the issue and included it in their bid? For instance, is it a clear case of differing field conditions that the contractor and/or team could not have known about? Or does it reflect a clear expansion of the scope?

If in fact it does seem like a fair request, then we review to confirm if the dollar amount is fair. In reviewing the scope of work, we try to determine if the labor and material costs are in line with expected ranges. This review can encompass a range of resource material, including recently bid projects, and a review of pricing catalogs.

In an effort to protect owners against a contractor overcharging for extras, we will often include a unit price tabulation in a bid document, which will be submitted along with a contractor's bid. If unit prices provided by the contractor seem unreasonable, this can be negotiated prior to awarding the project. This holds the contractor to a given unit price in the event that changed conditions arise.

## **Project Profiles | Table of Contents**





- Detroit Achievement Academy Charter School
- Bloomfield Hills Schools
- Clarkston Community Schools
- Cranbrook Educational Community
- Rochester Community Schools
- Walled Lake Consolidated Schools
- Warren Consolidated Schools
- University of Michigan







#### GENERAL ENGINEERING DESIGN

- Preserves on Ash
- City of Detroit | 8th Precinct Police Station
- West Bloomfield Township | Fire Station No. 3
- Mass Transit Authority Facilities
- Recovery Park Farms
- Detroit Achievement Academy Charter School
- Henry Ford Health Systems South Campus Infrastructure
- Clarkston Community Schools
- Cranbrook Educational Community
- Rochester Community Schools
- University of Michigan

#### PARKING AND PAVING

- Detroit Zoo | 10 Mile Parking Lot
- City of Detroit | 8th Precinct Police Station
- Grand Rapids | Surface Lots Inspection
- Grand Rapids | West Side Complex Parking Lot
- Various Parking Structures
- Haggerty Rd Reconstruction & Widening

#### **RECREATION & SPORT FACILITIES/ FIELD**

- Ferris State University | Athletic Fields
- Novi | Bosco Fields
- Plymouth Township | Miller Park Pavilion
- City of Rochester Hills | Innovation Hills Playground
- Belle Isle | Athletic Field Complex
- Detroit Zoo | KidZone Project
- Detroit Zoo | Various Projects

## **Project Profiles | Table of Contents**









#### SITE SURVEYING

- Michigan Train Station
- Little Caesars Arena
- University of Michigan Indoor Track
- Miami Convention Center
- Detroit | New Multi-Family Homes, Offices, and Commercial / Mixed-Use Buildings
- Milwaukee Junction Mixed-Use Development
- May Creek Greenway
- New Center Village Developments
- US-31 Bascule Bridge Scanning

#### STORMWATER

- Macomb County | Hildebrandt Drain
- Crittenden Drain Relocation
- Macomb County | Irwin Drain
- Trumbull Crossing
- Novi | Streambank Restoration

#### TRAIL DESIGN & DEVELOPMENT

- Michigan Air Line Trail
- Chesterfield Township | Jefferson Ave Pathway
- Oxford Township | M-24 Non-Motorized Pathway
- Novi | 10 Mile Pathway
- Washington Township | Jewell-Mound Sidewalk Gap Replacement

#### WASTEWATER SYSTEMS

- Novi | County Place Force Main Replacement
- Novi | Grand River Ave Sanitary Sewer Repairs
- Novi | Sanitary Pump Station Rehabilitation
- Novi | Wixom Sanitary Sewer Replacement
- Plymouth Township | CIPP Lining and Country Acres Pump Station

#### WATER SUPPLY SYSTEMS

- Ecorse | CDBG Water Main Design
- Flint | Robert T. Longway Blvd Rehabilitation
- Flint | East Court St Rehabilitation
- Flint | Miller Rd Rehabilitation
- Grand Rapids | Lake Eastbrook Blvd Reconstruction and Water Main Replacement
- Novi | AC Water Main Replacement Program

(800) 598-1600 | www.sda-eng.com

### Detroit Achievement Academy Charter School Detroit, MI



#### SUMMARY

OWNER / CLIENT Integrated Design Solutions LLC Jeff Zona Senior Associate 248-823-2100 jzona@ids-michigan.com

PROJECT TIMELINE December 2020 - June 2021

### PROJECT COST

\$15 MILLION

PROFESSIONAL SERVICES FEE \$61,450

#### **KEY PERSONNEL**

Tricia DeMarco, PE, AICP, LEED, AP Sohaib Kraba

PROJECT NO. NP20-013

### *This project improved K-8 school facilities for students in northwest Detroit*



#### THE PROJECT

Renovation and expansion of an existing school building for the development of the public charter school, Detroit Achievement Academy.

#### **OUR SERVICES**

DeDecker Spalding provided stormwater and site design, survey, staking and layout for the renovation and expansion of an existing building for the development of the Detroit Achievement Academy. Stormwater design included the construction of a combination system of bioretention cells and underground detention storage to manage approximately 4 acres of the new impervious surfaces and parking areas to manage the 1" storm event for retention and detention of the 10-year 24-hour storm event, in accordance with the DWSD Post-Construction Stormwater Ordinance. Permit coordination including City of Detroit and Wayne County right-of-way permitting, DWSD water, storm, and sewer tap permitting and coordination of stormwater permitting with the Stormwater Group was included within Spalding DeDecker's scope of work.

#### THE CHALLENGE

Expanded facilities are needed to in order to accommodate the growing school population and allow for key school facilities to be available for use.

#### THE SOLUTION

This project includes building expansion, improvements to the parking and outdoor spaces, modernization of utility connections, connection to a local park, and addition of stormwater management.

#### THE IMPACT

Improvement to the K-8 school facilities for students in northwest Detroit, in the area of Outer Drive and Greenfield.

## Bloomfield Hills Schools Bloomfield Hills, MI





#### SUMMARY

OWNER / CLIENT Brian Goby Bloomfield Hills Schools (248) 341-5480

TIME LINE September 2003 - present

**PROJECT COST** \$100,000,000.00+

#### **KEY PERSONNEL**

Thomas J. Sovel, PE Terry Lindow Spalding DeDecker (SD) has been the Civil Engineering and Surveying consultant on multiple projects within the District, including new construction and sinking fund work.

Spalding DeDecker has provided civil engineering and surveying services to the following schools in Bloomfield Hills:

- Bloomfield Hills High School
- Bloomfield Hills Middle School
- Bowers Academy
- Bowers School Farm
- Conant Elementary School
- East Hills Middle School
- Eastover Elementary School
- Lone Pine Elementary School
- Way Elementary School
- West Hills Middle School
- Wing Lake Developmental Center

#### Wing Lake Developmental Center

SD provided civil engineering and surveying services for this project, which included the demolition and replacement of the original special needs facility.

This project implemented sustainable design principles for the stormwater management system on the site,

including the construction of bioswales and bioretention areas to reduce impact on the adjacent public storm sewer system.

# Lone Pine Elementary School – Preschool Addition

SD provided civil engineering and surveying services for this project, which included the addition to the building, modifications to the traffic loop, and two new parking areas.

#### Conant Elementary School – Preschool Addition

SD provided civil engineering and surveying services for this project, which included the addition to the building and modifications to the traffic loop and parking areas.

#### **Hickory Grove Elementary School**

Traffic flow at this school was a significant problem, and SD was hired by the District to provide conceptual planning to improve the situation. SD proposed a plan that included a separate bus drop-off drive and a new parking lot. The District agreed to the plan, and SD provided civil engineering and surveying services for the improvements, which drastically improved the functionality of the site.

### Clarkston Community Schools Clarkston, MI





#### SUMMARY

#### **OWNER / CLIENT**

Wes Goodman Clarkston Community Schools Director of Operations (248) 623-8020 wrgoodman@clarkston.k12.mi.us

TIME LINE Sept. 2003- present

#### **PROJECT COST**

Varies per year

#### **KEY PERSONNEL**

Jake Ensley, PE George Platz, PS Keith Sirois Thomas Sovel, PE Spalding DeDecker (SD) has been providing professional engineering and surveying services for Clarkston Community Schools since 2003. The services include site engineering, site planning, site assessment, pavement assessment, site surveys, NPDES permitting, and construction layout for new buildings, remodels, and additions.

We have provided services for the following Clarkston Community Schools sites:

- Administration Building
- Andersonville Elementary School, Athletic Fields
- Bailey Lake Elementary School, Bus Garage
- Clarkston Elementary School
- Clarkston High School
- Clarkston Junior High
- Community Education Center, District-Wide Pavement Assessment
- Early Childhood Center
- Independence Elementary
  School
- North Sashabaw Elementary School

- Pine Knob Elementary School
- Renaissance High School
- Sashabaw Middle School
- Springfield Plains Elementary School

#### 2003 BOND

Voters approved an \$83.735 million bond issue in June of 2003. Projects included building additions to alleviate overcrowding and consolidate programming, renovations to the Community Education Center and Administration Building, the addition of an Early Childhood Center, and capital project improvements.

The passage of the bond resulted in a reconfiguration of grade levels with one school building housing grades 6/7, one school building housing grades 8/9, and Clarkston High School housing grades 10-12. The value of construction on these projects was \$55 million.

SD was the Civil Engineering and Surveying consultant responsible for site engineering and surveying for all of the bond work.

### Cranbrook Educational Community Bloomfield, MI





#### **SUMMARY**

OWNER / CLIENT Cranbrook Educational Community Jean Claude Azar Director of Capital Projects (248) 645-3617

TIME LINE 1996 - Present

### **KEY PERSONNEL**

Mike DeDecker, PS Thomas J. Sovel, PE

"We work closely with Cranbrook to be sure their historic campus stays in pristine condition" Spalding DeDecker Associates (SD), Inc. has been providing surveying and civil engineering services for Cranbrook since 1995.

SD has provided surveying services for Cranbrook on over sixty-five separate tasks, ranging in size from small topographical surveys of parking lots to larger areas exceeding forty-acres in size and encompassing several different buildings, parking areas, ponds, nature preserve, athletic fields and other features. Our work was utilized both in-house by Cranbrook as well as by SD design staff. In addition, other projects have been included in multi-discipline design teams consisting of architects and other consultants that relied upon our topographical surveys as the backbone of their successful design projects.

SD worked closely with Cranbrook to assure that each project would fit seamlessly into their Geographic Information System (GIS). SD established a horizontal and vertical control network on campus to assure that each piece of our mapping would drop into place flawlessly. We adapted our CAD standards to assure that our symbols, line-types, and methodologies would coincide precisely with the client's system.

#### THE CHALLENGE

One of the challenges of surveying on the campus is trying to retrace the underground web of utilities that have been installed over the last century. One of the primary utility maps utilized as reference was produced in the 1920's, measures nearly ten-feet in length, is mounted on plywood and was stored in one of the building's basements. We relied upon records such as this along with utility records prepared for the campus in the 1970's to reconcile utility locations with our fieldmeasurements. Using the records, precise field-measurements, and a lot of interpretation, we updated Cranbrook's utility maps into a modern and precise CAD format.



### Rochester Community Schools Rochester, MI





#### **SUMMARY**

**OWNER / CLIENT** 

Pete Muscio Director Capital Programs & Facilities (248) 726-4611 pmuscio@rochester.k12.mi.us

#### Gary Dennis

Contract Manager (248) 726-4611 gdennis@rochester.k12.mi.us

#### Paul Corneliussen, AIA

French Associates, Inc. Executive Vice President / Owner (248) 656-1377 paulc@frenchaia.com

#### TIME LINE

Jan. 1997- present

PROJECT COST \$100,000,000.00+

#### **KEY PERSONNEL**

Michael F. DeDecker, PS George M. Platz, PS Thomas Sovel, PE Spalding DeDecker (SD) has been responsible for site engineering and surveying on all the District's bond projects since 1997.

As part of our inital work on the 1997 bond, we have provided engineering and surveying for the new 360,000 sf Stoney Creek High School and the new 83,500 sf Delta Kelly Elementary School. In addition, SD has provided survey and design services for all the schools that have been renovated, including additions, traffic improvements, parking expansions, and drop-off loop modifications for the past 24 years.

SD has completed over 100 projects for Rochester Community Schools in the past twenty years. Below is a list of a few of them:

- Rochester Schools New Elementary
- Longmeadow Elementary School, Construction Engineering
- Delta Kelly Elementary School, Additional Services
- McGregor Elementary School, Site Engineering
- West Middle School, Civil Engineering
- North Hill Elementary School, Site Engineering

- Hamlin School Bus Lot
- Delta Kelly Elementary School, As-builts and Easements
- Rochester Hills High school, Environmental
- Adams High School, Waterman Easement
- Adams High School, Drainage Analysis
- Hamlin School, Wetlands
- Hampton Elementary School, Construction
- Rochester Schools, Track and Field

### Walled Lake Consolidated Schools Walled Lake, MI





#### SUMMARY

OWNER / CLIENT William Chatfield Walled Lake Consolidated Schools (248) 956-3060 williamchatfield@wlcsd.org

Knowing our client

means we get the

time and on budget

project done on

TIME LINE June 1989 - present

**PROJECT COST** \$200,000,000.00 plus

**KEY PERSONNEL** George M. Platz, PS Thomas J. Sovel, PE

**PROJECT NO.** Multiple Spalding DeDecker (SD) was hired as the Civil Engineering and Surveying consultant in 1989 to provide site surveying and site civil engineering for various bond projects, including a new middle school in the District.

SD has continued its relationship with the architect and the district by preparing the site civil engineering drawings for every bond issue since that time, with work including two additional new middle schools in 1996, renovation of Walled Lake Central High School in 1998, and the new Walled Lake Northern High School in 2000.

In addition to the middle schools and the high school, SD has provided survey and design services for all the elementary and middle schools that have been renovated, including additions, parking expansions, and drop-off loop modifications. We are currently working on their 2019 bond program which includes a major expansion and renovation of Western High School, a new Early Childhood Center, a new replacement Dublin Elementary School, and work on every other building in the district.

SD has completed over 150 projects for Walled Lake Consolidated Schools and continues to bring new and innovative designs to schools in the district.

## Warren Consolidated Schools Warren, MI



#### SUMMARY

#### **OWNER / CLIENT**

Paul Corneliussen Warren Consolidated Schools/ French Associates, Inc. (248) 656-1377

#### TIME LINE June 2002 - present

**PROJECT COST** \$Various

#### **KEY PERSONNEL**

George Platz, PS Thomas Sovel, PE

### SD PROJECT NO.

Various



Spalding DeDecker (SD) was hired by French Associates, Inc. as the Civil Engineering and Surveying consultant for their projects in the District.

#### Warren Mott High School

The work at Mott included a building addition to connect the high school to the newly acquired former church building. This project involved extensive utility work and parking lot modifications. SD also prepared design plans to modify the traffic flow routing through the east parking lot.

#### **Cousino High School**

The work included site modifications due to the new addition at the front of the school. Pavement improvements were also part of the project, as well as the construction of new parking lots and drive lanes.

#### **Sterling Heights High School**

The work included site modifications due to new additions at the school. Pavement improvements were also part of the project, as well as the construction of a new access drive.

#### **Additional Bond Projects**

Career Preparation Center, Butcher Educational Center, and Fuhrmann renovations and upgrades.

#### SURVEY & PAVEMENT ASSESSMENTS

SD recently completed numerous survey and pavement assessments for Warren Consolidated Schools.

- Cousino High School
- Mott High School
- Sterling Heights High School
- Service Center
- Angus Elementary School
- Black Elementary School
- Cromie Elementary School
- Green Academic Elementary
  School
- Holden Elementary School
- Jefferson Elementary School
- Lean Elementary School
- Siersma Elementary School
- Susick Elementary School
- Wilkerson Elementary School
- Mott Parking Lot

### University of Michigan Ann Arbor, MI





#### **SUMMARY**

OWNER University of Michigan Completed Projects for Various Clients

#### **ROSS SCHOOL OF BUSINESS – BUILDING LAYOUT**

Client: Bristol Steel and Conveyor Corp. – Mike Harsch / Ray Oliver (810) 658-9510 Project Start – End: January 2006 – January 2008 SD provided anchor bolt survey, structural steel layout and plumb survey, and layout to tie structural steel to screen wall.

#### **TAUBMAN LIBRARY EXPANSION**

Client: TMP Associates – Tim Casai (248) 338-4561 Project Start – End: July 2012 – January 2013 SD completed site design for improvements around the Taubman building associated with extensive interior renovations.

#### ATHLETIC DEPARTMENT MAINTENANCE FACILITY

Client: Niagara Murano Architecture – David Barczys (248) 646-5765 Project Start – End: October 2013 – November 2015 SD provided site design for the new maintenance building. The project includes stormwater impacts requiring adherence to both U-M and City Standards, making for a complex stormwater system.

#### **BIOMEDICAL BUILDING**

#### Client: Barton Malow

Project Start - End: February 2016 - August 2017

Worked for the construction manager and multiple trades to perform construction layout, asbuilt measurements, and quality control/quality assurance checks for this multi-story building. Established the location of the tower crane, performed an anchor bolt survey, and checked columns for plumb for the steel erector. Established column line control and benchmarks on each floor for the construction manager. Performed as-built measurements for the edge angle iron pour stop at the slab edge for each floor. Provided control lines for the curtain wall and glass installation. Performed layout and as-built checks for various features that were focal points for the building.

#### **CRISLER ARENA PLAYER DEVELOPMENT CENTER**

Client: TMP Associates – William Frederick (248) 338-4561

Project Start – End: February 2009 – October 2012

SD completed design for site improvements associated with the addition to Crisler Arena. The project involved extensive impacts to existing parking areas and utility infrastructure on the site, as well as requirements to meet UM's OSEH standards for stormwater management.

## University of Michigan Ann Arbor, MI





#### **CRISLER ARENA EXPANSION & RENOVATIONS – PHASE 1**

Client: TMP Associates – William Frederick (248) 338-4561

Project Start – End: August 2010 – October 2011

SD assisted the design team in choosing a location for a new fire service line and coordinated new underground utilities using trenchless technologies.

#### **CRISLER ARENA EXPANSION & RENOVATIONS – PHASE 2**

Client: TMP Associates – William Frederick (248) 338-4561 Project Start – End: October 2010 – June 2013 SD assisted with determining strategies to accommodate additional stormwater run-off in accordance with new U-M OSEH requirements, as well as complex elevation issues to match into existing grades with minimal disruption.

#### EDWARD HENRY KRAUS BUILDING RENOVATION AND ADDITION

#### Client: Ideal Contracting

Project Start – End: January 2019 - ongoing

As part of a \$120 million renovation, SD performed 3D laser scanning of the existing courtyard located in the interior of the Kraus Building. The building was constructed in 1915 and did not have a complete inventory of construction drawings, as-builts, or documentation of other renovations. By scanning the courtyard and modeling crucial structural components (columns & facades), we were able to supply our client with complete and accurate drawings that were essential in the steel fabrication and installation.

#### WRESTLING FACILITY WATER MAIN

Client: TMP Associates - William Frederick (248) 338-4561

Project Start – End: April 2009 – August 2010

SD completed utility design for new water main extension to serve the new Wrestling Facility. The project required extensive coordination and permitting with the City of Ann Arbor, as well as interaction with OSEH and permitting by the MDEQ for the drain crossing on the property.

#### SOCCER SPECTATOR AND TEAM FACILITIES

Client: TMP Associates – William Frederick (248) 338-4561

Project Start – End: April 2009 – January 2011

SD completed site design for new soccer stadium. The project included utility extensions to serve the new facilities, as well as stormwater management measures meeting U-M's OSEH standards and the standards of the City of Ann Arbor.

#### **PAVEMENT MANAGEMENT PILOT PROGRAM – NORTH CAMPUS**

Client: University of Michigan – Dharmesh Joshi (734) 763-7665

Project Start – End: November 2008 – April 2009

SD completed a pavement management evaluation and report for the North Campus. The project involved completing an inventory of site features including sidewalk, pathways, campus road pavements, and parking lot pavements. The project also included analyzing the collected data and developing a five-year work plan using CarteGraph PavementView Plus software.

### University of Michigan Ann Arbor, MI





#### **COMPUTER SCIENCE BUILDING – BUILDING LAYOUT**

Client: TMP Associates – William Frederick (248) 338-4561 Project Start – End: September 2005 – May 2006

#### SOUTH ATHLETIC PERFORMANCE CENTER – INDOOR TRACK

Client: Beynon Sport

Project Start – End: November 2015

The track is a year-round training facility for student athletes. The track hosts several prestigious meets, as well as Big Ten Conference Indoor Championships. Spalding DeDecker (SD) was chosen to provide Surveying and Track Measuring and Re-striping.

#### SOUTH ATHLETIC PERFORMANCE CENTER – OUTDOOR TRACK

Performed layout to aid the contractor in constructing the track to exact horizontal and vertical requirements. Nails were set every five feet around the track so it measured exactly 400 meters and could be certified for world record times. Also performed layout for all paint striping for the track and provided a final as-built survey to allow the track to be certified to NCAA standards. This was crucial for the facility to be able to host NCAA events and for certification of any national or international records.

#### SOUTH ATHLETIC PERFORMANCE CENTER – LACROSSE FIELD

Client: Granger Construction Company Project Start – End: August 2017 Project Fee: \$5,000 Spalding DeDecker checked as-constructed field location and performed final as-built of goal locations and paint striping in order to certify that the field was constructed to NCAA's specifications, which was necessary to host NCAA games.

#### **RUTHVEN BUILDING ADDITION**

Client: Barton Malow / Hardman Construction, Inc.

Project Start - End: March 2019 - ongoing

Our initial scope of work was to re-establish site control, layout the Earth Retention System (ERS) walls, and perform site monitoring on the adjacent building. We anticipate our work to expand into the foundation layout and steel erection and possibly layout on the site for utilities and paving.

#### DEARBORN ENGINEERING LAB

Client: Rohrscheib Sons Caissons, Inc.

Project Start – End: July 2018 – November 2018

Project included building additions to the existing engineering laboratory building, significantly increasing the size of the facility. Performed computations and layout for deep foundation caissons, and checked and confirmed building column lines.

## University of Michigan Ann Arbor, MI





#### LITERATURE, SCIENCE, AND THE ARTS ADDITION

Client: Ideal Contracting

Project Start – End: March 2018 – September 2018

Project included an addition to the existing building for a new entryway and lobby. Performed structural steel layout including anchor bolt and embed as-built survey, layout for connections points, and provided positional assistance during steel-erection.

#### SAM WYLY HALL

Client: Walbridge Project Start – End: March 2015 – December 2015 Established control and performed as-built measurements to support the work which included architectural metal curtain wall and windows replacement.

### **Engineering and Surveying for Municipal and Recreational Projects**

**Civil Engineering** Spalding DeDecker's (SD) site development expertise includes planning, design, and engineering services for public and private projects. Our project teams assist owners, schools, developers, and architects with feasibility studies; needs assessments; conceptual site planning; watermain, sanitary sewer, and storm sewer design and master planning; site engineering; stormwater management; grading; pavement design; permit acquisition; regulatory compliance; surveying; and roofing and building envelope assessments. SD is an employee-owned and community-centered civil engineering and



surveying firm. As part of our total engineering service offerings, SD provides site design and engineering solutions for Municipal projects. The focus we place on our clients and the experience we have gained has allowed SD to participate in projects for many communities. Our intimate understanding of site requirements and regulatory challenges allow our designers and engineers to be integral members of the overall team. We would be proud to extend our experience to help make your next project a great success.

**Surveying** Speed and technical accuracy are the cornerstones of SD's survey and mapping services. Using state-of-the-art electronic equipment, including drones and 3-D laser scanners, our licensed surveying professionals oversee 10 crews daily to accommodate any project's complex and stringent requirements. By electronically converting site data, we quickly and accurately produce the following survey plans: architectural, topographical, boundary, ALTA/NSPS, utility, tree, floodplain, and aerial control surveys. Additional client-valued services include right-of-way and easement documentation, site feasibility studies, construction staking, and wetland delineation maps.

### **Representative Projects**

### Municipal Projects

16th District Courthouse, Livonia, Michigan 41-A and 41-B District Courts, Macomb County, Michigan 47th District Courthouse, Farmington Hills, Michigan 52nd District 3rd Division Oakland Courthouse & Sheriff Substation, Rochester Hills, Michigan Charter Township of Canton Facilities Evaluation/ADA Compliance, Canton Township, Michigan Clinton Township Police Station, Clinton Township, Michigan Detroit 8th Precinct Police Station, Detroit, Michigan Detroit Police Department - Eastern District, Northeastern District, Northwestern District, Western District, Training Academy, Merrill Plaisance Mounted Police, and Firing Range, Detroit, Michigan Detroit Public Safety Headquarters, Detroit, Michigan DWSD East Side Payment Center, Detroit, Michigan Eastpointe Police Station, Eastpointe, Michigan Farmington Hills Community Center (Harrison HS), Farmington Hills, Michigan Ford Community and Performing Arts Center, Dearborn, Michigan Grand Blanc Police Station, Grand Blanc, Michigan Huron Township Hall, Huron Township, Michigan Jack and Patti Salter Community Center, Royal Oak, Michigan LaGrave Fire Station Roof Consulting, Grand Rapids, Michigan Lenox Township Fire Station #1 Renovations, Lenox Township, Michigan Lenox Township Hall, Lenox Township, Michigan Livonia Police & Fire Station Renovations, Livonia, Michigan Macomb County Jail Expansion and Renovation, Mt. Clemens, Michigan Macomb County Probate Court Demolition, Mt. Clemens, Michigan Macomb County Vehicle Maintenance Facility Macomb Township Civic Center, Macomb Township, Michigan Macomb Township Fire Stations #3 and #4, Macomb Township, Michigan MDOT Oakland Transportation Service Center, Pontiac, Michigan Michigan State Police at DPSHQ, Detroit, Michigan Monroe Fire Station #1, Monroe, Michigan Northville Fire Headquarters, Northville Township, Michigan Northville Police Headquarters, Northville Township, Michigan Northville Township Hall, Northville Township, Michigan Novi Fire Station #5. Novi, Michigan Novi Police Station, Novi, Michigan Pontiac Transportation Terminal, Pontiac, Michigan Rochester Hills Fire Station #4, Rochester Hills, Michigan Royal Oak Community Center, Royal Oak, Michigan Taylor Parks and Recreation Maintenance Building, Taylor, Michigan U.S. Border Patrol, Gibraltar, Michigan U.S. Coast Guard, Toledo, Ohio West Bloomfield Township Fire Station #3 Woodlands Correctional Facility, Whitmore Lake, Michigan Ypsilanti Fire Station No. 4, Ypsilanti, Michigan

#### **Recreational Projects**

Belle Isle, Detroit, Michigan Bieniek Playground, Detroit, Michigan Borden Park Tennis/Pickleball Courts, Rochester Hills, Michigan Bosco Fields, Novi, Michigan Butzel Playfield, Detroit, Michigan Cherry Hill Pathway, Canton Township, Michigan Coleman A. Young Recreation Center, Detroit, Michigan Cranberry Lake Park, Oakland Township, Michigan Crowell Recreation Center, Detroit, Michigan Dearborn Ford Woods Park Pool, Dearborn, Michigan Detroit Recreation Department Parks, Detroit, Michigan Detroit Zoo Various Projects, Royal Oak, Michigan Farwell Playfield, Detroit, Michigan Fuerst Park, Novi, Michigan Grosse Pointe Yacht Club Pavement Evaluation, Grosse Pointe Shores, Michigan Heilmann Recreation Center, Detroit, Michigan Heritage Park ACA Compliance, Canton Township, Michigan Innovation Hills, Rochester Hills, Michigan Kemeny Recreation Center, Detroit, Michigan Littlefield Playfield, Detroit, Michigan Lipke Recreation Center, Detroit, Michigan Macomb Township Recreation Center, Macomb Township, Michigan Marshbank Park, West Bloomfield Township, Michigan Maybury State Park HQ, Northville, Michigan Northwest Activities Center, Detroit, Michigan Older Persons' Commission (OPC) - New Recreation Facility, Rochester, Michigan Pearl Albert Green Park, Bedford Township, Michigan Plymouth Township Park Playscape, Pathway, and Parking Lot, Plymouth Township, Michigan Redmond Park, Detroit, Michigan Rookery Preserve, West Bloomfield, Michigan Rotary Park, Novi, Michigan Trenton Bike Path, Trenton, Michigan Wayne County 4-H Campground, Van Buren Township, Michigan



### Preserves on Ash Detroit, MI





#### SUMMARY

OWNER / CLIENT Hamilton Anderson Associates Lee Carter Director of Operations (313) 964-0270

#### **The Community Builders**

Jeff Beam Regional Vice President of Real Estate Development jbeam@tcbinc.org (380) 235-7050

#### **PROJECT TIMELINE**

2021 - Ongoing

#### **KEY PERSONNEL**

Tricia DeMarco, PE, AICP, LEED AP Cassi Meitl, AICP, PMP Nick Dunn Josh Garvin, PE

#### **PROJECT NO.**

DE20-003

As a paramount project within the City of Detroit CNI Spalding DeDecker has worked with The Community Builders tobring a suite of 306 new affordable housing units to the Greater Corktown neighborhood. Featuring for-sale singlefamily, and rental townhome, multifamily, and mixed-use apartments this development uses public-private partnership, stateLITHC, and HUD CNI funding to enhance the currently underserved neighborhood and reinvest in infrastructure inaccordance with the Greater Corktown Neighborhood Framework Plan. Spalding DeDecker has participated as a project partner providing site design, project due diligence, survey, utilitycoordination, planning, and approvals.

#### **PRESERVES ON ASH I**

Providing 69 units to be completed in Summer 2024 this project includes multifamily and mixed-use development with5,600 sq-ft of retail space. Site improvement designed by Spalding DeDecker includes onsite parking alley and right-of-way improvements, site utilities, and a comprehensive stormwater management treatment train with bioretention. Thisproject also provides a transformative streetscape with the establishment of elements of the Ash Ecological Corridor Ashand the cultural corridor along 14th street.

#### **PRESERVES ON ASH II**

Building off of the first phase of the project these phases provide townhome, mixed-use, and multi-family buildings thatwill provide 91 affordable housing units as well as office & community space and a fully ADA-accessible site layout. Throughout the project, Spalding DeDecker has offered comprehensive knowledge of site layout including zoningrequirements and approvals. Due to the size of the development, the stormwater management was contained to eachsite in acordance with the Stormwater Ordinance. We will continue to partner with TCB to bring these phases online bySpring 2025.

#### **PRESERVES ESTATES**

As the home-ownership component of this project provides 10 single-family homes and 20 townhouses that will beprovided at affordable rates of 120% AMI/80% AMI/ and 60% AMI. Spalding DeDecker has provided planning and zoningexpertise in navigating parcel reconfigurations and shared use agreements to design a functional site. This developmentis slated to be constructed in Spring of 2025.

### 8th Precinct Police Station Detroit, MI



#### **SUMMARY**

**OWNER / CLIENT** City of Detroit

SDG Associates, LLC *Melvin Cross* (313) 961-9000

PROJECT TIME LINE May 2016 - December 2017

**PROJECT COST** \$500,000

PROFESSIONAL SERVICES FEE \$40,700

#### **KEY PERSONNEL**

Jacob Ensley, PE Terry Lindow George Platz, PS James Serbinski, EIT Thomas Sovel, PE

**PROJECT NO.** NP 16-025

"Revitalizing an old building to bring in new business and community"

#### THE PROJECT

The Project entails the adaptive reuse of an old community center for use by the Detroit Police Department as their new 8th Precinct building. The project included parking lot improvements and modifications and creation of a secured parking area for police vehicles.

#### **OUR SERVICES**

Spalding DeDecker worked with the architect, SDG Associates, LLC, to provide the following scope of services:

- Topographic Survey
- Construction Plans
- Construction Phase Services

#### THE SOLUTION

A new and useful parking lot for visitors and police/ fire.

### West Bloomfield Township Fire Station No. 3





#### SUMMARY

OWNER / CLIENT

West Bloomfield Township DLZ of Michigan Robert Jordan Project Manager 248-830-3311 rjordan@dlz.com

PROJECT TIMELINE December 2016 - October 2019

**PROJECT COST** \$5,000,000

PROFESSIONAL SERVICES FEE \$36,000

**KEY PERSONNEL** Thomas J. Sovel ,PE

PROJECT NO. NP16-134

SD designed a site that worked with existing terrain and incorporated sustainable stormwater design aspects.

#### THE PROJECT

Spalding DeDecker provided civil engineering and surveying services for the project, which included replacement of an aged and outdated fire station facility on the same property. Additional property to the south was acquired so the fire station could include living quarters.

#### **OUR SERVICES**

- Topographic Survey
- Civil Engineering Design

#### THE CHALLENGE

The site provided some significant challenges due to the configuration of the property, lack of storm drainage facilities, and existing grades.

#### THE SOLUTION

SD worked through the site constraints to design a site that worked with the terrain and within the property boundaries. Solutions included a multi-level facility due to the site elevations, as well as sustainable stormwater design aspects including drywells and rain gardens that took advantage of the well-draining soils.

## Mass Transportation Authority Flint and Grand Blanc, MI



#### SUMMARY

OWNER / CLIENT Mass Transportation Authority (MTA) Corwin Matthews (810) 780-8809 cmatthews@mtaflint.com

NSA

Gregory Mason (248) 477-2444 gmason@sna-ae.com

PROJECT TIMELINE May 2018- August 2019

**PROJECT COST** \$1,499,472

PROFESSIONAL SERVICES FEE \$100,745

KEY PERSONNEL Thomas Sovel, PE Jacob Ensley, PE

PROJECT NO. NP18-007

The challenge was to complete the design and construct on within an aggressive t meframe.



#### THE PROJECTS

MTA Grand Blanc CNG Facility Spalding DeDecker worked with architect NSA to design a new CNG (Compressed Natural Gas) facility.

With emphasis on safety and economic consideration, the Spalding DeDecker team provided civil engineering and site plans for the new driveway and site improvements. Our team considered drainage, LED lighting, and the use of larger vehicles in the design.

Our team produced engineering plans, including specifications and bid documents for construction of a large circular access driveway and parking lot for transit buses, along with the required employee parking and utilities to support the facility.

#### **MTA Flint Operations Facility**

The MTA Flint facility operates 24-hours a day. Transporting commuters and keeping them on schedule is a large task. Our team worked closely with MTA to reconstruct and redesign their traffic flow to provide a more sustainable facility.

Spalding DeDecker provided pavement management services for the original parking lot and developed engineering and construction plans to reconstruct the large parking lot, as well as repair, crack-seal, and sealcoat the circular access driveway, all while maintaining 24-hour operations and access to the facility.
## Recovery Park Farms Detroit, MI





#### SUMMARY

OWNER / CLIENT Recovery Park Gary Wozniak (313) 277-9900 gwozniak@recoverypark.org

PROJECT TIMELINE May 2018- December 2018

PROJECT COST \$TBA

### **PROFESSIONAL SERVICES FEE**

\$8,900 - survey \$50,000 - Civil

#### **KEY PERSONNEL**

Tom Sovel, PE Tricia DeMarco, PE, AICP, LEED AP George Platz, PS Jaime Pabst

PROJECT NO. NP18-041

Recovery Park is one of Detroit's most creative non-profits; equal part urban land-use, economic developer, and social cause.

#### THE PROJECT

Recovery Park is an urban farming non-profit business that subscribes to the "farm to table" movement. It also provides jobs to those individuals that have the most difficulty finding work - those with criminal records or recovering from drug addiction.

Thanks to a five-year land deal in 2015 with the City of Detroit, Recovery Park controls 60 acres of a 105-acre footprint on Detroit's lower eastside that is being used for urban farming.

As part of its growing success, Recovery Park is planning to build a new 35-foot-tall, 100,000sf hydroponic greenhouse covering one full block at Hendrie and Palmer Streets, which will include a loading and packing facility.

#### **OUR SERVICES**

Spalding DeDecker provided the property boundary and topographical survey of the property and is currently in the planning and design phases for utility relocations, site planning, and alley vacations. In addition, we are handling the process for City submittals to work through the alley abandonment and vacation.

#### THE CHALLENGE

The construction of the facility over most of a city block requires the relocation of a public sewer and other utilities, along with the abandonment and vacation of the existing alleys. As with most projects in Detroit that require this type of work, establishing ownership and getting through the City Council for the alley vacations and the permitting process can be challenging and time consuming.

### Detroit Achievement Academy Charter School Detroit, MI



#### SUMMARY

OWNER / CLIENT Integrated Design Solutions LLC Jeff Zona Senior Associate 248-823-2100 jzona@ids-michigan.com

PROJECT TIMELINE December 2020 - June 2021

### PROJECT COST

\$15 MILLION

PROFESSIONAL SERVICES FEE \$61,450

#### **KEY PERSONNEL**

Tricia DeMarco, PE, AICP, LEED, AP Sohaib Kraba

PROJECT NO. NP20-013

### This project improved K-8 school facilities for students in northwest Detroit



#### THE PROJECT

Renovation and expansion of an existing school building for the development of the public charter school, Detroit Achievement Academy.

#### **OUR SERVICES**

DeDecker Spalding provided stormwater and site design, survey, staking and layout for the renovation and expansion of an existing building for the development of the Detroit Achievement Academy. Stormwater design included the construction of a combination system of bioretention cells and underground detention storage to manage approximately 4 acres of the new impervious surfaces and parking areas to manage the 1" storm event for retention and detention of the 10-year 24-hour storm event, in accordance with the DWSD Post-Construction Stormwater Ordinance. Permit coordination including City of Detroit and Wayne County right-of-way permitting, DWSD water, storm, and sewer tap permitting and coordination of stormwater permitting with the Stormwater Group was included within Spalding DeDecker's scope of work.

#### THE CHALLENGE

Expanded facilities are needed to in order to accommodate the growing school population and allow for key school facilities to be available for use.

#### THE SOLUTION

This project includes building expansion, improvements to the parking and outdoor spaces, modernization of utility connections, connection to a local park, and addition of stormwater management.

#### THE IMPACT

Improvement to the K-8 school facilities for students in northwest Detroit, in the area of Outer Drive and Greenfield.

## Henry Ford Health Systems South Campus Infrastructure Detroit, MI





#### **SUMMARY**

**OWNER / CLIENT** Henry Ford Health Systems

PROJECT TIMELINE April 2019- Dec 2019

OVERALL PROJECT BUDGET \$4.6 MILLION

DEMOLITION \$300,000

UNDERGROUND UTILITIES, WATER, AND SEWER \$2.2 MILLION

PAVING \$1.8 MILLION

UTILITY COORDINATION \$300,000

KEY PERSONNEL Tricia DeMarco, PE, AICP, LEEP AP

#### THE PROJECT

A transformational project that reimagined and modernized over 14 acres of urban area in the City of Detroit, the Henry Ford Health Systems South Campus has allowed for the construction of the Bridget Harris Cancer Pavilion and supported multifaceted neighborhood redevelopment to come.

As the project lead, Tricia managed through multifaceted team а stormwater management, design, permitting and city coordination, utility coordination, bidding, ROW modifications and site condo, construction engineering and inspection, and public outreach. Responsibilities also included project scheduling, client management, billing, and proposal development.

#### PHASE 1

Demolition and early utility coordination (DTE & DTE Gas).

#### PHASE 2A

Lincoln to Milwaukee underground utility work.

#### PHASE 2B

South of Milwaukee, maintain local traffic access.

#### PHASE 2C

Lincoln to w Grand.

#### PHASE 3

Traffic signal improvements, final landscape, parking, bio retention and cycle track bike way.

## Clarkston Community Schools Clarkston, MI





#### SUMMARY

#### **OWNER / CLIENT**

Wes Goodman Clarkston Community Schools Director of Operations (248) 623-8020 wrgoodman@clarkston.k12.mi.us

TIME LINE Sept. 2003- present

#### **PROJECT COST**

Varies per year

#### **KEY PERSONNEL**

Jake Ensley, PE George Platz, PS Keith Sirois Thomas Sovel, PE Spalding DeDecker (SD) has been providing professional engineering and surveying services for Clarkston Community Schools since 2003. The services include site engineering, site planning, site assessment, pavement assessment, site surveys, NPDES permitting, and construction layout for new buildings, remodels, and additions.

We have provided services for the following Clarkston Community Schools sites:

- Administration Building
- Andersonville Elementary School, Athletic Fields
- Bailey Lake Elementary School, Bus Garage
- Clarkston Elementary School
- Clarkston High School
- Clarkston Junior High
- Community Education Center, District-Wide Pavement Assessment
- Early Childhood Center
- Independence Elementary
  School
- North Sashabaw Elementary School

- Pine Knob Elementary School
- Renaissance High School
- Sashabaw Middle School
- Springfield Plains Elementary School

#### 2003 BOND

Voters approved an \$83.735 million bond issue in June of 2003. Projects included building additions to alleviate overcrowding and consolidate programming, renovations to the Community Education Center and Administration Building, the addition of an Early Childhood Center, and capital project improvements.

The passage of the bond resulted in a reconfiguration of grade levels with one school building housing grades 6/7, one school building housing grades 8/9, and Clarkston High School housing grades 10-12. The value of construction on these projects was \$55 million.

SD was the Civil Engineering and Surveying consultant responsible for site engineering and surveying for all of the bond work.

## Cranbrook Educational Community Bloomfield, MI





#### **SUMMARY**

OWNER / CLIENT Cranbrook Educational Community Jean Claude Azar Director of Capital Projects (248) 645-3617

TIME LINE 1996- Present

#### **KEY PERSONNEL**

Mike DeDecker, PS Thomas J. Sovel, PE

"We work closely with Cranbrook to be sure their historic campus stays in pristine condition" Spalding DeDecker Associates (SD), Inc. has been providing surveying and civil engineering services for Cranbrook since 1995.

SD has provided surveying services for Cranbrook on over sixty-five separate tasks, ranging in size from small topographical surveys of parking lots to larger areas exceeding forty-acres in size and encompassing several different buildings, parking areas, ponds, nature preserve, athletic fields and other features. Our work was utilized both in-house by Cranbrook as well as by SD design staff. In addition, other projects have been included in multi-discipline design teams consisting of architects and other consultants that relied upon our topographical surveys as the backbone of their successful design projects.

SD worked closely with Cranbrook to assure that each project would fit seamlessly into their Geographic Information System (GIS). SD established a horizontal and vertical control network on campus to assure that each piece of our mapping would drop into place flawlessly. We adapted our CAD standards to assure that our symbols, line-types, and methodologies would coincide precisely with the client's system.

#### THE CHALLENGE

One of the challenges of surveying on the campus is trying to retrace the underground web of utilities that have been installed over the last century. One of the primary utility maps utilized as reference was produced in the 1920's, measures nearly ten-feet in length, is mounted on plywood and was stored in one of the building's basements. We relied upon records such as this along with utility records prepared for the campus in the 1970's to reconcile utility locations with our fieldmeasurements. Using the records, precise field-measurements, and a lot of interpretation, we updated Cranbrook's utility maps into a modern and precise CAD format.

## Rochester Community Schools Rochester, MI





#### **SUMMARY**

**OWNER / CLIENT** 

Pete Muscio Director Capital Programs & Facilities (248) 726-4611 pmuscio@rochester.k12.mi.us

#### Gary Dennis

Contract Manager (248) 726-4611 gdennis@rochester.k12.mi.us

#### Paul Corneliussen, AIA

French Associates, Inc. Executive Vice President / Owner (248) 656-1377 paulc@frenchaia.com

#### TIME LINE

Jan. 1997- present

PROJECT COST \$100,000,000.00+

#### **KEY PERSONNEL**

Michael F. DeDecker, PS George M. Platz, PS Thomas Sovel, PE Spalding DeDecker (SD) has been responsible for site engineering and surveying on all the District's bond projects since 1997.

As part of our inital work on the 1997 bond, we have provided engineering and surveying for the new 360,000 sf Stoney Creek High School and the new 83,500 sf Delta Kelly Elementary School. In addition, SD has provided survey and design services for all the schools that have been renovated, including additions, traffic improvements, parking expansions, and drop-off loop modifications for the past 24 years.

SD has completed over 100 projects for Rochester Community Schools in the past twenty years. Below is a list of a few of them:

- Rochester Schools New Elementary
- Longmeadow Elementary School, Construction Engineering
- Delta Kelly Elementary School, Additional Services
- McGregor Elementary School, Site Engineering
- West Middle School, Civil Engineering
- North Hill Elementary School, Site Engineering

- Hamlin School Bus Lot
- Delta Kelly Elementary School, As-builts and Easements
- Rochester Hills High school, Environmental
- Adams High School, Waterman Easement
- Adams High School, Drainage Analysis
- Hamlin School, Wetlands
- Hampton Elementary School, Construction
- Rochester Schools, Track and Field

## Detroit Zoo – 10 MileParking Lot Detroit, MI





#### SUMMARY

#### **OWNER / CLIENT**

Detroit Zoological Society Andy McDowell Manager of Sustainability 248.336.5838 amcdowell@dzs.org

Sean Tharpe Construction Project Manager 248.336.5774 stharpe@dzs.org

#### **PROJECT TIMELINE**

January 2022-Present

PROJECT COST PHASE 1 - \$1.2 MILLION PHASE 2- \$3.3 MILLION

#### **PROFESSIONAL SERVICES FEE**

PHASE 1 CONCEPT - \$16,500 PHASE 2 DESIGN – TBD

This project will help intercept approximately 2.9 million gallons of runoff per year

#### THE PROJECT

Stormwater retrofit of an approximately 8.8 acre parking area adjacent to 10-Mile and the Detroit Zoo. This project seeks to soften, landscape, and incorporate progressive stormwater management solutions.

#### **OUR SERVICES**

- NFWF Permit Design Support
- Concept Design
- Conceptual Cost Estimate
- Schematic Design
- Schematic Cost Estimate

#### THE CHALLENGE

A large tract of unbroken black asphalt creates an area that is not hospitable and generates substantial stormwater runoff.

#### THE SOLUTION

Design of bioretention stormwater modifications to manage a large existing parking lot in accordance with the calculation guidelines of various funding mechanism, including NFWF Grant Fund.

#### THE IMPACT

Phase 1 of this work manages 3.16 acres of existing parking to intercept approximately 2.9 million gallons of runoff per year in 11,000 sq-ft of bioretention planters as well as additional site amenities, such as lighting, power.

## 8th Precinct Police Station Detroit, MI



#### **SUMMARY**

**OWNER / CLIENT** City of Detroit

SDG Associates, LLC *Melvin Cross* (313) 961-9000

PROJECT TIME LINE May 2016 - December 2017

**PROJECT COST** \$500,000

PROFESSIONAL SERVICES FEE \$40,700

#### **KEY PERSONNEL**

Jacob Ensley, PE Terry Lindow George Platz, PS James Serbinski, EIT Thomas Sovel, PE

**PROJECT NO.** NP 16-025

"Revitalizing an old building to bring in new business and community"

#### THE PROJECT

The Project entails the adaptive reuse of an old community center for use by the Detroit Police Department as their new 8th Precinct building. The project included parking lot improvements and modifications and creation of a secured parking area for police vehicles.

#### **OUR SERVICES**

Spalding DeDecker worked with the architect, SDG Associates, LLC, to provide the following scope of services:

- Topographic Survey
- Construction Plans
- Construction Phase Services

#### THE SOLUTION

A new and useful parking lot for visitors and police/ fire.

## Grand Rapids Surface Lots 2018 Inspection





#### SUMMARY

OWNER / CLIENT City of Grand Rapids Dustin Kuzee Assistant Project Manager 616-456-3060 dkuzee@grcity.us

### PROJECT TIMELINE

November 2016– April 2018

PROFESSIONAL SERVICES BUDGET \$69,500

#### **KEY PERSONNEL**

Thomas Sovel, PE Jake Ensley, PE Robert Pfauth II, (PCI)

#### **PROJECT NO.**

NP16-133

#### THE PROJECT

Spalding DeDecker provided professional services for the development of a comprehensive surface lot asset management plan including a 10-year capital plan, development of comprehensive standards and specifications for surface lot repairs, and management of preservation and preventative maintenance program

#### **OUR SERVICES**

Development of a comprehensive Surface Lot Asset Management Program that included:

- A complete analysis of existing pavement conditions for all City surface lots
- A comprehensive 10-year Capital Plan for surface lot systems on selected city owned properties
- Development of comprehensive standards and specifications for surface lot maintenance, repair and replacements

## West Side Complex Parking Lot Grand Rapids, MI





#### **SUMMARY**

OWNER / CLIENT Dustin Kuzee Grand Rapids (616) 456-3060 dkuzee@grand-rapids.mi.us

PROJECT START - END October 2017 - Jul 2018

**PROJECT COST** \$85,000

PROFESSIONAL SERVICES BUDGET \$26,600

#### **KEY PERSONNEL**

Mike DeDecker, PS Heather Gendron, PE Terry Lindow Taylor Reynolds, PE

PROJECT NO. GR17-001

"Ground survey control was established and a drone flight survey was completed to provide the level of detail needed for the construction drawings." The City of Grand Rapids Engineering and Facilities Departments chose Spalding DeDecker (SD) to provide Design, Bidding, and Construction Engineering services for improvements to the aging parking lot at the City's West Side Complex. The West Side Complex parking lot and driveway located at the north side of the building reached the end of its service life and was in need of reconstruction. The work included milling, repaving, and sidewalk and curb removal and replacement.

Spalding DeDecker (SD) was chosen to provide the following Scope of Services:

- Parking Lot Pavement Evaluations
- Repair Recommendations
- Survey
- Prepare Preliminary Engineering Plans and Cost Estimates
- Final Engineering Plans
- Bid Documents
- Inspection
- Construction Administration

Prior to preparation of detailed engineering plans, we met in the field with the City's engineering staff to kick off the project and discuss detailed scope of desired improvements. Recommendations were made regarding ADA compliance and improvements, and the City set desired priorities and project limits.

SD returned to the site to complete the topographical survey. Ground survey control was established and a drone flight survey was completed to provide the level of detail needed for the construction drawings.

SD developed detailed engineering plans which identified limits of milling and full-depth pavement removal to address pavement base failures. Additional locations of full-depth pavement replacement and curb replacement were detailed to address drainage concerns. Areas of sidewalk removal and replacement were noted to bring the site into ADA compliance.

Spalding DeDecker

(800) 598-1600 | www.sda-eng.com

# **Parking Structures**



#### **SUMMARY**

OWNER / CLIENT Rich and Associates, Inc. Matthew Jobin, AIA (248) 353-5080

Frank Rewold & Son Inc. **Mike Gagnon** Project Executive mgagnon@frankrewold.com (248) 651-7242

Oakland University Steve Zmich Director of Capital Planning and Design zmich@oakland.edu (248) 370-4641

Walker Parking Consultants Mike Johnson (734) 663-1070

Detroit Symphony Orchestra (313) 576-5180

#### **KEY PERSONNEL**

Mark Andrews, CST Jake Ensley, PE Terence Lindow Jonah Lonero, CST Jamie Pabst, CST George Platz, PS Keith Sirois Thomas Sovel, PE



#### THE PROJECTS

**Oakland University Parking Deck P32,** Auburn Hills, MI – Spalding DeDecker provided site civil drawings for the interface between the parking platforms and the adjacent properties. Work included design for all utility connections, and grading, and paving adjacent to the decks in order to make the connections to the parking lots and streets surrounding the deck. The work included a new access road on the east side of the deck, along with watercourse crossings requiring permitting from the MDEQ.

*City of Rochester New Parking Platforms (East and West)*, Rochester, MI – Spalding DeDecker provided site civil drawings for the interface between the parking platforms and the adjacent properties. Work included design for all utility connections, and grading and paving adjacent to the decks in order to make the connections to the parking lots and streets surrounding the deck. The work on the west deck included relocation of the adjacent road, along with installation of new drainage and sewer facilities in the adjacent alley.

**Michigan Opera Theater Parking Deck,** Detroit, MI – Spalding DeDecker provided site civil drawings for the interface between the parking platforms and the adjacent properties. Work included design for all utility connections, and grading and paving adjacent to the decks in order to make the connections to the parking lots and streets surrounding the deck.

**Detroit Symphony Orchestra Hall Parking Deck Modifications**, Detroit, MI – Spalding DeDecker provided site civil drawings for the interface between the parking platforms and the adjacent properties. Work included design for all utility connections, and grading and paving adjacent to the decks in order to make the connections to the parking lots and streets surrounding the deck. Spalding DeDecker also designed several surface parking lots and access drives around the deck.

### Haggerty Road Reconstruction & Widening Van Buren Township, MI





#### **SUMMARY**

OWNER / CLIENT Ashley Capital Dennis Schultz (734) 394-1900

#### **PROJECT TIMELINE** August 2021 – Ongoing

PROJECT COST \$6,000,000 (ESTIMATED)

PROFESSIONAL SERVICES FEE \$197,838.41

#### **KEY PERSONNEL**

Jeremy Schrot, PE Keith Simons, PE, PTOE Ariana Jeske, PE, PTOE Michael DeDecker, PS Jake Jabaay Adam Chludzinski

PROJECT NO.

RB21-011

#### THE PROJECT

This project consisted of design for reconstruction and widening of 0.96 miles of Haggerty Rd between Ecorse Rd and Van Born Rd, including center left-turn lane, storm а sewers, restoration, permanent signing, pavement markings, and maintenance of traffic plans following Wayne County Department of Public Services standards for a development by Ashley Capital. Spalding DeDecker (SD) also coordinated with the developer for traffic signal design and EGLE environmental permits, and with Van Buren Township for water main replacement. The project is scheduled to be constructed in 2022.

#### **OUR SERVICES**

Spalding DeDecker produced preliminary and final road plans and profiles, maintenance of traffic plans and specifications, and cost estimates. SD also performed full topographic survey, utility coordination, and coordination with affected local agencies. Spalding DeDecker coordinated with EGLE for wetland permits and work along adjacent regulated watercourses.

#### THE CHALLENGE

Accommodating a 2-lane to 3-lane expansion while also accommodating a future 5-lane expansion. The County had a limited budget, so costeffectiveness was key.

#### THE SOLUTION

SD modelled the existing roadway expansion and looked at re-utilizing the existing drainage ditch as well as a staged catch basin coordination to allow the existing 3-lane manhole to swap out covers with a proposed yard basin that will eventually become the 5-lane catch basin simply by swapping castings.

#### THE IMPACT

SD was able to accommodate the County's desires to allow for a seamless future 5-lane expansion while also maintaining costeffectiveness.

## Ferris State University Athletic Fields Big Rapids, MI





#### **SUMMARY**

OWNER Ferris State University Big Rapids, MI

#### **CLIENT**

TMP ASSOCIATES, INC. David Larsen, AIA, Vice President

Vice President dlarsen@tmp-architecture.com (248) 338-4561

#### **PROJECT TIMELINE**

Feb. 2016 - Feb. 2017

# **PROJECT COST** \$1,000,000

PROFESSIONAL SERVICES FEE \$38,000

KEY PERSONNEL

Thomas Sovel, PE Terry Lindow

**PROJECT NO.** NP 16-026

"Designing playing fields that can withstand players and stormwater at the same time is challenging"

#### THE PROJECT

University Ferris State wanted build intercollegiate to soccer and lacrosse fields that met NCAA requirements and will allow their teams to host postseason tournament competition. Additionally they needed to renovate intramural fields.

#### THE CHALLENGE

The site location required the demolition of the south campus apartments, realignment of utilities, construction of new utilities, and meeting NCAA standards.

#### **OUR SERVICES**

Spalding DeDecker (SD) was chosen to provide the following Scope of Services:

- Site Planning
- Grading and Paving
- Stormwater Management
- Sanitary Sewer and Water Main Extensions

#### THE SOLUTION

SD professionals used state-of-the art measuring equipment to ensure that the new site plan and field complied with the NCAA requirements. SD coordinated with construction specialists, and the City of Big Rapids, for the removal and replacement of utilities, consistent with the City's GIS (geographic information system) mapping requirements. New drainage outlets have improved the intramural field.

Coordinating the demolition of the apartments and the connectivity to existing electrical, water, and sewer lines for the new field had to meet the SAW Grant (Stormwater, Asset Management, and Wastewater) assessment.

#### THE IMPACT

SD worked to ensure a level - and dry - playing field for the Bulldogs of Ferris State University. The intercollegiate soccer and lacrosse fields will broaden the competition base for Ferris athletes. Improving the drainage of the intramural baseball field will keep them dry preventing damage and make them usable for more of the year.

SPALDING DEDECKER

# Bosco Fields City of Novi, MI





#### SUMMARY

#### **OWNER / CLIENT**

**City of Novi** Jeff Muck Director of Parks, Recreation & Cultural Services (248) 735-5611 jmuck@cityofnovi.org

**PROJECT TIMELINE** June 2018 - August 2019

### PROJECT COST

\$1,974,000

#### **PROFESSIONAL SERVICES FEE**

\$85,225 Design \$138,583 Construction Engineering

#### **KEY PERSONNEL**

Scott Isenberg, PE, CFM Michael DeDecker, PS Terry Lindow George Platz, PS Taylor Reynolds, PE Gus Dahoui, PE Ted Meadows

PROJECT NO. NV18-003 Vacant land will now be a new city park designed for the community

#### THE PROJECT

Spalding DeDecker (SD) was contracted by the City of Novi to provide engineering and construction services to develop a park with numerous multi-sized soccer fields to serve a variety of teams. The improvements included access drives, pedestrian paths, a drainage system, a local well, and irrigation for the soccer fields.

#### **OUR SERVICES**

- Conceptual Design
- Topographical Survey
- Detailed Engineering Design
- Bid Assistance and Recommendations
- Construction Contract
  Administration
- Construction Inspection

#### THE CHALLENGE

The property was undeveloped and vacant for many years and was in need of re-grading. The City of Novi agreed to maintain the land as a public park, open for use by the general public, but not for private operation.

#### THE SOLUTION

SD developed conceptual plans for the multi-field layout, meeting with City directors to determine the most effective use of the site. The property is leased by the City from the local school district. Therefore, permanent improvements were kept to a minimum to facilitate future development when the need occurs.

SD used an aerial base map, supplemented with conventional ground surveying at critical design locations. A complete site walk through was performed to confirm all information taken from the aerial base map topography. SD developed detailed engineering plans, which included grading plans, drainage plans, irrigation plans, landscape plans, and entrance details.

#### THE IMPACT

Extensive site drainage system now carries stormwater to detention located in multiple grass swales, as well as the on-site detention basin. Site irrigation is served by a new well, rather than pulling from the public potable water supply.

# Miller Park Pavilion Plymouth, MI



#### SUMMARY

OWNER / CLIENT Charter Township of Plymouth Patrick Fellrath, P.E. Director of Public Utilities (734) 354-3270

### PROJECT TIMELINE

April 2019 - November 2020

#### **PROJECT COST** \$125,000.00

PROFESSIONAL SERVICES FEE

\$20,300.00

#### **KEY PERSONNEL**

Jeremy Schrot, PE Taylor Reynolds, PE

#### PROJECT NO. PL19-005

FL19-003



#### THE PROJECT

Plymouth Township received a grant from a homeowner to build and dedicate a pavilion at the local park to his late wife. SD administered the grant as well as helped secure additional funding from Wayne County parks to cover the remainder of the cost needed. SD solicited community feedback on the location, layout, materials, and context to ensure local buy-in. SD also helped source and procure the picnic tables including ADA accessible tables and Waste Bins.

#### **OUR SERVICES**

SD designed and managed during construction a 20-foot by 44-foot picnic shelter, pedestrian access pathway, flagpole with lighting, and irrigation improvements.

#### THE CHALLENGE

One of the challenges we encountered was working with the existing irrigation system to ensure that the sprinkler coverage was appropriate for the pavilion and new landscaping and that the sprinkler range wouldn't overlap into the covered pavilion area. The existing sprinkler system has preceded many of the DPW staff and there was very little information available about number of sprinkler heads connectivity location of piping, etc.

#### THE SOLUTION

SD worked with DPW personnel to run through each sprinkler zone and map out all the heads and mainlines to ensure appropriate relocation of existing heads, addition of pop-ups and appropriate zone timing for each zone.

#### THE IMPACT

Miller Park is a neighborhood park dedicated to the Miller family, whose goal was to have a place where local children could play. The pavilion compliments the existing structures of the park, while aligning with the Miller's dream to create a communal space of families.

# Innovation Hills Playground Rochester Hills, MI



### SUMMARY

#### **OWNER / CLIENT**

City of Rochester Hills Mr. Ken Elwert, CPRE Director of Parks and Natural Resources (248)656-4640 elwertk@rochesterhills.org 1000 Rochester Hills Drive Rochester Hills, MI 48309

Allan Schneck, PE Public Services Director 248.656.4685 schnecka@rochesterhills.org

**PROJECT TIMELINE** June 2021 – November 2021

**PROJECT COST** \$2,100,000.00

PROFESSIONAL SERVICES FEE \$216,650

#### **KEY PERSONNEL**

Ted Meadows Jeremy Schrot, PE Taylor Reynolds, PE Michael F. DeDecker, PS

Within days of opening, the excitement of this unique park was shared thousands of times on social media, mostly within parenting groups.



#### THE PROJECT

Spalding DeDecker (SD) provided design and construction engineering services for the Recreation Area at Innovation Hills. The project included small and large timber shelters, innovative play equipment surrounded by appropriate safetv surfaces. and numerous accessible paths leading to picnic tables and other amenities. The project also included water tables which drain to a concrete scale model of the Clinton River, reflecting the actual shape of the river within the City limits. Reinforced turf is designed along the model river, promoting frequent play access to this feature.

The playground was designed with all abilities in mind, keeping the color scheme natural, and separated play spaces, allowing children with sensory concerns to be comfortable. A fence with open-in safety gates surrounds the play area, providing an initial barrier for children of all ages who may have impulses to run.

SD's work included site design for fine grading, play structures, play surfaces, paved pathways, and the surrounding fence and safety gates. We assisted with the bidding process, conducted a pre-construction meeting, and provided construction engineering and inspection services

#### **OUR SERVICES**

- Civil Design
- Construction Staking
- Construction Inspection
- Construction Administration

#### THE CHALLENGE

From project conception, the City wanted to achieve a 'wow' factor with this park, and assure it became notable among the widespread surrounding communities. As construction began, it was noted that the entrance to the park was unimpressive compared to the outstanding amenities within the sites.

#### THE SOLUTION

Spalding DeDecker compiled idea boards showing a variety of potential design concepts to create a showable entrance. Once the City shared their preferences, we approached a specific designer/manufacturer to create the custom entrance piece showing off the nature theme of the park.

#### THE IMPACT

Innovation Hills Playground project is expected to significantly impact the community. The playground focuses on accessibility and provides play pieces for all ages and abilities, including several caregiver seating options.

### Belle Isle - Athletic Field Complex Detroit, MI





#### SUMMARY

**OWNER / CLIENT** 

Hamilton Anderson Burke Jenkins Director (313) 964-0270

#### PROJECT TIMELINE May 2016 - present

PROJECT COST

\$325,000

PROFESSIONAL COST \$31,000

#### **KEY PERSONNEL**

Steven Brown George Platz, PS Nathaniel Poole Thomas Sovel, PE

PROJECT NO. SM16-022

SD is excited to be apart of the revitalization of historical Belle Isle

#### THE PROJECT

As part of the Belle Isle master plan, the baseball and soccer fields required a major overhaul. According to the plan, both fields suffered from "severe drainage issues" and poor overall design.

The Michigan Department of Natural Resources planned major improvements and expansions to the more than 50 acres of athletic facilities, including fields for baseball, softball, soccer, lacrosse and cricket, tennis, and basketball courts.

#### **OUR SERVICES**

Spalding DeDecker was selected by the architect, Hamilton Anderson Associates, to provide the following scope of services:

- Topographic Survey
- Construction Plans
- Construction Phase Services

#### THE CHALLENGE

In order to design improvements, SD had to obtain detailed spot grades to establish the drainage pattern for multiple areas of the complex, including the Baseball/Softball Field, Soccer and Track Fields, ADA parking and handball court access, and irrigation and drinking fountain.

#### THE SOLUTION

After completing the survey, SD moved forward with preparing detailed site engineering plans and construction plans for bidding and constructing site improvements.

### Detroit Zoo | KidZone Project, Parking Lot and GIS Royal Oak, MI



#### SUMMARY

OWNER / CLIENT Detroit Zoological Society Sean Tharpe stharpe@dzs.org

PROJECT TIMELINE June 2021 - ongoing

#### **PROJECT COST** \$10 Million

#### **PROFESSIONAL SERVICES FEE**

\$17,300 Surveying \$ 75,000 Civil

#### **KEY PERSONNEL**

George Platz, PS David Dunn Nick Dunn Nate Poole Thomas Sovel, PE

PROJECT NO. SM21-166

Spalding DeDecker has extensive experience working with the Detroit Zoological Society and continues to provide solutions that are unique to this facility.



As a renowned leader in wildlife conservation, animal welfare. environmental sustainability, and education, humane the Detroit Zoological Society (DZS) focuses its priorities on creating innovative and engaging facilities that support its values and mission to its audience and the surrounding community. Spalding DeDecker (SD) is the lead consultant on all survey procedures, database management, and civil engineering. SD is working with Hamilton Anderson Associates who serves as the lead architect for the various areas that require new building and site design. SD had the privilege to contribute to DZS's various land redevelopments at the **Detroit Zoo including:** 

#### THE PROJECT

#### **KidZone Project**

KidZone at the Detroit Zoo will be an exciting and unique place for children to have fun, be a part of nature, and get a healthy dose of Vitamin Z. Spanning seven acres, this dynamic experience will integrate children's play spaces with several animal habitats including the ever-popular barnyard and a reimagined and expanded home for black-tailed prairie dogs. SD provided a topographic survey of more than 17 acres that included multiple exhibits and pedestrian pathways for the KidZone project. SD is also assisting Hamilton Anderson to provide the civil engineering scope of services to

address grading, drainage, and utility infrastructure upgrades throughout the KidZone area.

#### Parking Lot

SD was responsible for mapping and engineering more than 11 acres of the main visitor parking lot. This survey was conducted for new landscape design, drainage studies, and utility mapping. The area is an 11-acre sea of asphalt, which the Zoo intends to eventually redevelop with low impact design elements as part of their efforts to move toward sustainability.

#### Geographic Information System (GIS)

To enable better data structure and help improve facility management, SD prepared a GIS database from aerial base mapping, historical utility records, and existing surveys to provide DZS with a better understanding of their facilities.

#### **THE CHALLENGE & SOLUTION**

Most of the mapping areas are inaccessible due to animal habitats and may be unsafe for conventional surveying, the use of 3D scanning allowed SD to capture very complex and dense data. Scanning provided no interruptions to regular zoo operations (to the public and to the animals).

#### THE IMPACT

SD is dedicated to helping ensure that the Detroit Zoological Society's longstanding attraction continues to thrive and delight its visitors.

# Detroit Zoo and Detroit Recreation Projects





**Surveying** Speed and technical accuracy are the cornerstones of SD's survey and mapping services. Using state-of-theart electronic equipment, including drones and 3-D laser scanners, our licensed surveying professionals oversee 14 crews daily to accommodate any project's complex and stringent requirements. By electronically converting site data, we quickly and accurately produce the following survey plans: architectural, topographical, boundary, ALTA/NSPS Land Title Surveys, utility, tree, floodplain, and aerial control surveys. Additional client-valued services include right-of-way and easement documentation, site feasibility studies, construction staking, and wetland delineation maps.

Over the past 30 years, Spalding DeDecker (and acquired firm Great Lakes Geomatics) has provided construction layout, topographic surveys, aerial mapping, and 3D laser scanning for many projects at the Detroit Zoo in Royal Oak, Belle Isle in Detroit, and many other recreation sites.

### **Representative Projects**

Detroit Zoo Projects Administration Bldg. Aerial

Animal Hospital Artic Ring Of Life Basemap Beaver Exhibit Belle Isle Natural Zoo Belle Isle Zoo Carousel **DTE Easements** Flamingo House Ford Education Center Gate 4 Expansion Horse Yard Hospital/Education Island Lake Lions Exhibit Long Shed New Pavilion Outback Exhibit Overall Pavilion Penguin Puffin Center River Otter RR Track Crossing Tiger/Lions (Performed by Spalding DeDecker or acquired firm Great Lakes Geomatics)

#### **Detroit Recreation Projects**

Belle Isle Nature Center Belle Isle Comfort Stations Belle Isle Sunset Pointe

Belle Isle Athletic Fields Butler Playfield - Topographic Survey **Bieniek Playground** Butzel Playfield - 2007 Renovations Chandler Park Golf Course Calimera Playground - Topographic Survey Comstock Playfield - Topographic Survey Corrigan Playground Crowell Rec. Center - Topographic Survey Eastern Market Eastern Market - Shed No. 2 Fargo-Fenton Playground Heilmann Playfield - Topographic Survey Heilmann Recreation Center Hyde Park - Topographic Survey Kern Playground Krainz Park Laker Playground Lipke Playground - Building Underdrain System Plan Littlefield Playfield Mallett Playground - Construction Layout Milan Playfield Romanowski Park Rouge Park Firing Range Rouge River Park-In Town Camp Rouge Park – Food Network Lease Rouge Park – Scout's Hollow Ryan Playground Sawyer Playground St. Jean Boat Launch - Topographic Survey Stoepel No. 1 - Construction Layout Tolan - Topo Survey and Boundary Lines Weiss Playlot Wingle Playlot

## Michigan Central Railroad Station Detroit, MI



#### SUMMARY

OWNER / CLIENT Canadian Pacific/ Detroit River Tunnel Partnership Christopher V. Jones Director Eastern Network

PROJECT TIMELINE June 2018- ongoing

PROFESSIONAL SERVICES FEE \$70,000

KEY PERSONNEL Marty Dunn, PS Nick Dunn

PROJECT NO. GL18-043

3D Laser Scanning was used to provide the deliverables earlier than expected and under budget



Spalding DeDecker performed a Boundary Survey and ALTA/NSPS Land Title Survey for the Detroit River Tunnel Partnership (DRTP) to assist in the sale of land to the Ford Motor Company. The parcels of land were combined, and included the historic Michigan Central Railroad (M.C.R.R) Station building in the Corktown district within the City of Detroit.

The work performed by Spalding DeDecker included property research, parcel split preparation, legal descriptions, survey drawings, 3D Laser Scanning, and 3D data deliverables viewable by the client and involved parties.

Additionally, Ford had a team of architects assessing the land and the building for re-development.

Since 3D Laser Scanning technology was utilized for this project, Spalding DeDecker was able to share pertinent data with various client representatives and the architects involved. Spalding DeDecker supplied existing survey data and cooperated with Ford's surveyors to help expedite the process. Spalding DeDecker also worked closely with the City of Detroit Assessor's Office to maintain project transparency and help update its property inventory and GIS.

The use of 3D scanning for typical survey projects was new to DRTP and Ford. With the help of an expert survey team, Spalding DeDecker was able to utilize the technology to capture accurate data and provide the expected deliverables earlier than expected and under budget. The use of scanning for a keystone project set a precedent for utilizing this survey tool in the future. Spalding DeDecker proved that there are alternative means to obtain accurate data very efficiently despite safety and accessibility concerns.

## Little Caesars Arena Detroit, MI



#### **SUMMARY**

OWNER / CLIENT Olympia Development

Rohrscheib Sons Caissons, Inc. Jason Egan (248)437-2005 Tooles Contracting Group LLC Aaron Miller (313)887-8502 Hardman Construction, Inc. Marty Gamble (231)845-1236 Midwest Steel, Inc. Duane Hartley (313)873-2220 Ideal Contracting Rich Brown (313)843-8000 Dumas Concepts C. Mike Simmons (313) 895-0362 **PROJECT TIME LINE** 

Jun 2015 - Sept 2017

PROFESSIONAL SERVICES FEE \$420,000

#### **KEY PERSONNEL**

Mark Andrews, CST Craig Bagby, CST John DeDecker, CST Michael DeDecker, PS Josh McIntyre, SIT George Platz, PS James Serbinski, EIT



#### THE PROJECT

Little Caesars Arena is a new stateof-the-art, sports and entertainment facility. With seating capacity for 20,000+ spectators, the arena is a vital piece in the resurgence of Detroit.

#### THE CHALLENGE

The project was a fast-tracked with completion in less than two years. The arena's circular design, supported by trusses, demanded extremely tight tolerances.

#### **OUR SERVICES**

Spalding DeDecker (SD) was chosen to provide construction layout for the following:

- Arena
- Buildings A, B, and C and surrounding areas
- Parking Deck

#### THE SOLUTION

The project required a combination of quick production and meticulous measurements to meet exacting tolerances and stay ahead of the construction schedule. Having particular experience with large, curved glass panels this project was a good fit for SD. The survey teams utilized a complex computer model to ensure that locations were precisely marked which allowed the construction teams to install the caissons, steel columns, and beams in exact locations which facilitated the installation of the glass panels later in the process.

The design made use of super columns and trusses to support the oval shape. Super trusses were constructed on site in jigs that were aligned by the survey crew and checked before and after assembly. **Components were checked as they** were installed which became more difficult as the height increased with the curved panels.

#### THE IMPACT

The Little Caesars Arena is a "transformational" project for the City of Detroit and for southeastern Michigan. Precise work by the SD survey teams allowed construction to move on schedule and ensured correct placement of critical components of the building.

Spalding DeDecker

### University of Michigan | Indoor Track Ann Arbor, MI





#### **SUMMARY**

OWNER / CLIENT Rod Paul Director of Indoor Operations Beynon Sport (888) 240-3670 RPaul@beynonsports.com

PROJECT TIMELINE Nov 2015

**PROJECT COST** \$2,000

#### **KEY PERSONNEL**

Jaime Pabst, CST III Keith Sirois

PROJECT NO. SM15-081

SD's strength in surveying resulted in keeping this project on track towards a smooth, speedy finish line.

#### THE PROJECT

The University of Michigan Indoor Track is located on the Athletic Campus, south of the central campus on State Street in Ann Arbor. Originally constructed in 1974, and renovated in 1997, the track is a year-round training facility for student athletes. The track hosts several prestigious meets, as well as Big Ten Conference Indoor Championships.

#### **OUR SERVICES**

Spalding DeDecker (SD) was chosen to provide the following Scope of Services:

- Surveying
- Track Measuring and Re-striping

#### THE CHALLENGE

Winning races requires speed - setting records requires accuracy. While the University plans to build a new track in the future, ensuring the existing track meets current requirements and certifications is critical. If measurements are the slightest bit off, it can cost a competitor a title. Knowing how and where to stake distance markers allows runners firm footings for success.

#### THE SOLUTION

SD measured up to the task. CAD files were used to establish radius points, while precision surveying of the track - with tolerances within 1 centimeter ensured that athletes would be able to go the distance (and not a centimeter more). SD sprinted to the finish, providing as-built plans for redesigning and staking for new lane striping, so that the track could be re-certified for both NCAA and USTAF events.

#### THE IMPACT

Running in the fast lane is great - as long as you don't have to run farther than your competitor. The University of Michigan is ready to run the gamut of track and field competition for many seasons to come.

### Miami Convenstion Center Miami, FL





#### **SUMMARY**

OWNER / CLIENT Alex Osipov Midwest Stell, Inc. (313) 873-2220

**PROJECT TIMELINE** April 2016 - July 2018

# **PROJECT COST** \$112,000

#### **KEY PERSONNEL**

Craig Bagby, CST III Michael DeDecker, PS Raymond Karyo George Platz, PS Michael Steffen

PROJECT NO. SM16-004

Thanks to the whole team that worked on this. Also to Craig Bagby who made all of the complex computations in the office, and to those that touched the project or had a supporting role at some point such as Ray Karyo. Despite many obstacles you were able to complete such monumental task. It was great working with each of you. - Clark Construction

#### THE PROJECT

The Miami Beach Convention Center is undergoing a \$615 million expansion and renovation project. Originally constructed in 1958, the new center will add 505,000 SF of exhibit space to its 1.2 million SF existing space, and include a new grand ballroom, three junior ballrooms, breakout meeting spaces, and on-site rooftop parking. A new hotel is being constructed alongside the center and a new proposed bus loop will transport visitors from around the city. The improvements are expected to make Miami Beach a world-class destination for meetings and events.

#### **OUR SERVICES**

Spalding DeDecker (SD) was chosen to provide the following Scope of Services:

- Anchor Bolt Surveys
- Layout Beam Connections
- As-Built Survey for Imbedded Plates
- Structural Steel Layout

#### THE CHALLENGE

Twisting structural geometry, the world's largest and most important art show, and roughly 300 subcontractors paint a vivid picture of one complex construction project. The facade of the new building includes a long, decorative, exposed arch that flows along the facade of the building in a double-helix type shape. Modern steel had to meet the veteran steel of the late 1950's with fit and function. The project schedule had to wrap around Art Basel, a 5-day gathering of more than 250 artists and 77,000 visitors. Florida temperatures tested man (and woman) and materials. Contractors, city and convention center officials rode the waves of collaborative ownership.

#### THE SOLUTION

Just like an artisan creates with clay, SD professionals know how to work their medium. "Tekla-modeling" - 3D computer modeling that provides data and drawings - generated precise measurements that were used to make corrections to structural steel components prior to fabrication. SD ensured that the steel skeleton and other steel components were plumb so that the wave of the arch reflected the gentle surf of the Florida coast.

### New Multi-Family Homes, Office and Commercial Buildings, Mixed-Use Buildings Detroit, MI



#### **SUMMARY**

**OWNER / CLIENT** 

Southwest Housing Solutions Janay Mallette Real Estate Development Specialist (248) 914-5223 jmallett@swsol.org

PROJECT TIMELINE 2009- Present

### PROJECT COST

\$1-3 million

### PROFESSIONAL SERVICES FEE

\$75,000 combined

#### **KEY PERSONNEL**

Ray Donnelly, PS Scott Kehrer, PS Steve Brown Les Thornton Jamie Pabst Fred Fuqua

#### **PROJECT NO.**

RD13-082 SM18-060 SM18-193 SM19-013 SM19-205 SM19-206 SM20-077 SM20-078 SM20-079



#### THE PROJECT

In close partnership with nonprofit Southwest Housing Solutions, Spalding DeDecker (SD) worked within the City of Detroit to help revitalize older neighborhoods and districts.

Working with the non-profit, Spalding DeDecker worked on multiple housing redevelopments and site improvements. A majority of the projects include housing for lowincome residents. The projects include:

- Mack-Ashlands II Duplex Housing Units
- 5716-5726 Michigan Condominium – 4-Story Office Building
- Savannah Apartments
- Wilshire Apartments
- Cole Apartments
- Harwell Apartments
- Harrington Apartments
- Murray Townhomes

#### **OUR SERVICES**

SD provided feasibility studies, boundary topographic surveys, surveys, ALTA/NSPS Land Title Surveys, and civil engineering design for new site improvements and redevelopment. Our surveyors performed construction staking and will provide as-built surveys once the projects are constructed.

#### THE CHALLENGE

Our team worked diligently to perform our professional services in a timely matter and within budget during the COVID-19 virus period in the spring of 2020.

#### THE SOLUTION

Valiant efforts by our staff (both field and office personnel) to coordinate services remotely from home got the jobs done on time and within budget.

#### THE IMPACT

The new development projects are transforming many neighborhoods in Detroit. Working with Southwest Housing Solutions, we are replacing blight and abandonment with residential and commercial assets, strategically developed to anchor and spur neighborhood revitalization.

Milwaukee Junction- New Build Mixed-Used Development \_\_\_\_\_ Detroit, MI



#### SUMMARY

**OWNER / CLIENT** 

Shelter Design Studio, LLC Steve Pariseau, AIA (248) 629-7153 spariseau@shelterstudiollc.com

PROJECT TIMELINE

Aug 2019- Present

**PROJECT COST** \$10,000,000

PROFESSIONAL SERVICES FEE \$14,137

#### **KEY PERSONNEL**

Ray Donnelly, PS Scott Kehrer, PS Raymond Kayro Fred Fuqua

**PROJECT NO.** SM19-175



#### THE PROJECT

The Milwaukee Corridor in Detroit was constructed in the early 1890's. Many auto manufacturers had a presence in the Milwaukee Junction. Many of these buildings were old supply houses and distribution houses for the "Big Three." Considered the "cradle of the Detroit auto industry," the area's industrial heritage remains clearly visible, although the majority of industrial activity has left and many of the historic industrial buildings have been demolished.

After many years of decline and neglect, Milwaukee Junction is seeing a new influx of investment. Shelter Design Studio, LLC approached Spalding DeDecker to help design and survey five vacant lots for a mixed-use development. The new development will offer office space and showrooms with mixed-use developments that will include multi-family housing and food/beverage retail concepts.

#### **OUR SERVICES**

Spalding DeDecker provided topographical surveys, site design for parking lots, utilities, and site improvements. We are also performing the construction layout for the building and site work.

#### THE CHALLENGE

Working with the City Building and Engineering departments to acquire approvals for permits during the COVID-19 virus was difficult, especially for many working remotely from home.

#### THE SOLUTION

Our team worked diligently to perform our professional services in a timely matter and within budget during the COVID-19 virus period in the spring of 2020.

#### THE IMPACT

With the new development activity in Milwaukee Junction, it is now a hub for artists, manufacturers, and young talent. The new development will offer affordable housing for the locals and new residents. The new development will encourage the start of a new vibrant, mixeduse, mixed-income district, while respecting the area's rich historical legacy and protecting the interests of current residents, businesses, and organizations.

### May Creek Greenway Detroit, MI



#### SUMMARY

OWNER / CLIENT SmithGroup Charles A. Langolf, PS (734) 662-4457 charlie.langolf@smithgroup.com

PROJECT TIMELINE Nov 2018- July 2020

PROFESSIONAL SERVICES FEE \$106,950

#### **KEY PERSONNEL**

Nicholas Dunn Martin Dunn, PS Steven Dunn, PS Fred Fuqua

PROJECT NO. SM19-243

The client was able to make adjustments to the proposed pathway alignment using the point cloud and quickly identify problem areas in the design process.



#### THE PROJECT

The May Creek Greenway pedestrian pathway will connect the westerly end of the Detroit Riverwalk to Ford Central Station (formerly Michigan Central Station).

#### **OUR SERVICES**

Spalding DeDecker provided topographic surveys, ALTA/NSPS Land Title Surveys, easement exhibits, and a contiguous 3D point cloud along the proposed May Creek Greenway.

#### THE CHALLENGE

This project presented challenges for each task. The topographic mapping consisted of acquiring mapping information in hard to measure areas, such as below-grade railroad tracks and tunnel openings and over and under three city bridges, as well as heavily vegetated areas.

Since this path is for safe pedestrian use, utility locations, bridge clearances, and railroad retaining wall mapping was crucial for the design of this project. The property ownership and ALTA Surveys required extensive research into title work, legal descriptions, street and alley vacations, easements, and other property related documents. Many of the property related documents were more than 100 hundred years old. Any gaps in legal descriptions and property ownership had to be identified and resolved to ensure that one contiguous boundary could be calculated for the proposed pathway. We were then able to create easement exhibits for each individual parcel along the proposed May Greenway.

#### THE SOLUTION

We used 3D laser scanning along with conventional survey methods to preform topographic mapping and collect boundary data for the length of the corridor. Laser scanning this project allowed us to measure features in inaccessible areas such the railroad right-of-way, fenced off properties, and bridge under clearances. We were able to share the point cloud data with the client through a web browser that enabled them to view the existing site conditions without visiting the site.

## New Center Village Development Detroit, MI



#### **SUMMARY**

#### **OWNER / CLIENT**

Shelter Design Studio, LLC Steve Pariseau, AIA (248) 629-7153 spariseau@shelterstudiollc.com

#### **PROJECT TIMELINE**

June 2020- Present

**PROJECT COST** \$25,000,000

#### PROFESSIONAL SERVICES FEE \$25,000

#### **KEY PERSONNEL**

Ray Donnelly, PS Nate Poole Leslie Thornton

#### **PROJECT NO.**

SM20-052 SM20-053 SM20-054 SM20-055



#### THE PROJECT

In the Metro Detroit area, there are many abandoned sites that are ripe for redevelopment. Spalding DeDecker is part of the team that is revitalizing these older neighborhoods and districts.

The famous New Center area of Detroit has been a hub of resurgence. Working with the architect, Spalding DeDecker provided site design and surveying for apartments and townhome restoration (10-story and 7-story), along with some new development.

Half of the units are designated for affordable housing. The project also includes retail, restaurants, and artist studios. The most important priority of the plan is to recover the district while preserving local neighborhood culture and offering affordable housing.

#### **OUR SERVICES**

Spalding DeDecker provided the following Scope of Services:

- Topographical Surveys
- Civil Engineering Site Design
- Construction Staking
- As-Builts

#### THE CHALLENGE

Working with the City of Detroit to address abandoned buildings, vacant lots, and lack of infrastructure has been difficult. Some residents were parking on the vacant land for years and did not know the land was purchased for this project. This presented a challenge for our surveyors.

#### THE IMPACT

Investing in the community creates a great place for families to thrive.

## US-31 Bascule Bridge Survey Manistee, MI





#### SUMMARY

OWNER / CLIENT Michigan Department of Transportation Karl Brandys MDOT Survey Manager (517) 335-5530 Brandysk1@mi.gov

**PROJECT TIMELINE** June 2020 - Ongoing

**PROJECT COST** \$25,768

PROFESSIONAL SERVICES FEE TBA

#### **KEY PERSONNEL**

Nicholas Dunn David Dunn George Platz, PS

**PROJECT NO.** SM20-093

SD was able capture the data safely with minimal interruptions and produce information for future rehabilitation of the bridge.

#### THE PROJECT

Spalding DeDecker provided MDOT with a complete 360° point cloud As-built Design Survey of the US-31 Manistee Bascule Bridge. SD used four LiDAR scanners to scan 4 gears, treads, tracks, and other vital components to collect three-dimensional data. SD was responsible for scheduling and directing all aspects of scanning, including coordinating with the bridge operator, data processing, and performing quality control and quality assurance checks on the extracted data. Additionally, SD scanned the underside of bridge assist with bridge inspection, repairs, and for future reference.

#### **OUR SERVICES**

- As-built Design Survey
- 3D Laser Scanning
- Registered Point Cloud

#### **THE CHALLENGE**

This type of project warrants a tight design tolerance, a high level of safety precautions, and extreme diligence with safety standards. Since the bridge was open to roadway and water traffic, SD had to create a site-specific work plan to ensure the safety of its field personnel and the equipment capturing the essential data.

#### THE SOLUTION

the SD scanned gears and corresponding tread tracks in order to design new castings for the drawbridge. SD scanned the gears in three phases; down, open to tread, and fully open to tread. Since the bridge was open to traffic, an 8-minute window was provided to capture data at each phase. SD repeated the process four times, creating 16 registrations and capturing the details of moving parts in multiple positions. Measuring moving objects adds complexity, especially when the required measurements for the matching replacements tracks are unyielding. The castings will be used to make new components that will accurately replace the old mechanisms without having to do a complete reconstruction.

#### THE IMPACT

Using LiDAR technology allowed SD to be very efficient and safely acquire the data with minimal interruptions. The use of scanning and workflow development has set a precedent for utilizing scanning for bridge rehabilitation projects. Spalding DeDecker proved that alternative methods can be utilized to aid the design process and prolong the life span of the existing bridges.

# Hildebrandt Drain Sterling Heights, MI



#### SUMMARY

OWNER / CLIENT Macomb County Public Works Office Stephen Downing MCPWO Construction & Maintenance Manager 586.469.6057 stephen.downing@macombgov.org

PROJECT TIMELINE May 2018 – May 2021

**PROJECT COST** \$662,165

PROFESSIONAL SERVICES FEE \$41,600

KEY PERSONNEL Jacob Bakou Taylor Reynolds, PE Jeremy Schrot, PE

PROJECT NO. MN18-003

The Macomb County Public Works Commissioner made a public video announcing the project's success.



#### THE PROJECT

Spalding DeDecker was hired by the Macomb County Public Works Office to assess and repair a more than 50-yearold stormwater pump station that provides drainage for more than 330 acres of subdivision in Sterling Heights, Michigan. The Hildebrandt pump station is composed of two storm pumps housed within a concrete wet well. These pumps lift stormwater more than 20 feet to allow the stormwater system to drain by gravity into the downstream system. The wet well and the pumps had reached the end of their expected service life, and therefore, needed to be either refurbished or replaced. DeDecker's Spalding investigation found that the cost of a replacement or refurbishment was relatively small. Maintaining the function of this pump station prevents a major flood event of a large residential development. The system was also upgraded with a modern SCADA system which allows Macomb County staff to remotely monitor the status and performance of the Hildebrandt pump station.

#### **OUR SERVICES**

Spalding DeDecker performed an assessment of the wet well and pump station using a confined space trained team that was lowered into the structure via a tripod and harness. After determining that the pumps and well

should be replaced, Spalding DeDecker designed a new station, along with electrical and SCADA upgrades.

#### THE CHALLENGE

The Hildebrandt pump station is located in a small corner of its property. Space limitations required an additional level of planning and design to reduce the possibility of outside impacts.

#### THE SOLUTION

The site design was adjusted to position each item of the design (wet well, pumps, internal piping, electrical transformer, SCADA cabinet, and support piping) so maintenance staff could easily access the site and perform their duties. The design also considered the excavation depth and necessary side slopes needed to place the new pump station.

#### THE IMPACT

Spalding DeDecker was able to design the project and lead the project through bidding and construction phases. The project also incorporated a line of flowering trees and a decorative fence as part of a city beautification effort. Coincidentally, in the days immediately following the completion of construction, a 10- to 25-year storm event moved through the area. The system performed perfectly and gave the entire project an immediate real world test.

## Crittenden Drain Relocation Project 23 Mile Road Macomb Township, MI





#### SUMMARY

OWNER / CLIENT DEI Properties Chris Cousino Director of Real Estate (586) 254-4367 ccousino@deiproperties.com

#### **PROJECT TIMELINE**

April 2020 - Ongoing

# PROFESSIONAL SERVICES FEE \$54,000.00

KEY PERSONNEL Raymond Karyo Keith Sirois

PROJECT NO. NP19-015

Spalding DeDecker completed permits for multiple agencies, EPA, EGLE, Michigan Department of Environment, and more.

#### THE PROJECT

The Crittenden Drain ran through the center of the project parcel and which restricted any development. Spalding DeDecker was tasked to design and assist with permitting to relocate approximately 1700 feet of drain to the west edge of the parcel and allow the site to be developed. In addition, an existing 8 ft by 6 ft box culvert was extended by approximately 250 ft to collect the relocated drain.

#### **OUR SERVICES**

Spalding DeDecker performed the site boundary survey, HEC-RAS analysis and produced a design plan set and permit documents.

#### THE CHALLENGE

Since the Crittenden Drain is a FEMA mapped stream, permitting had to include multiple agencies including FEMA; US Environmental Protection Agency (EPA); Michigan Department of Environment, Great Lakes, and Energy (EGLE); Macomb County Public Works Office; and Macomb Township.

#### THE SOLUTION

Spalding DeDecker performed a hydrologic and hydraulic analysis of the project site and upstream watershed. The new stream was designed using natural channel design features and can contain the 100-year flow event.

#### THE IMPACT

When complete, the relocated Crittenden Drain will relocate the existing channel and establish a new FEMA floodplain at the edge of the parcel. As a result, the land is far easier to develop as part of a large industrial complex.

### Irwin Drain Harrison Township, MI





#### SUMMARY

OWNER / CLIENT Macomb County Public Works Jeff Bednar Environmental Resources Manager (586) 493-0685 jeff.bednar@macombgov.org

PROJECT TIMELINE November 2020- present

**PROJECT COST** \$300,000+

PROFESSIONAL SERVICES FEE \$39,400

KEY PERSONNEL Jeremy Schrot, PE

PROJECT NO. MN21-001

The inflatable dam allows flows to exit Irwin Drain reducing flood risk to adjacent properties

#### THE PROJECT

Spalding DeDecker is performing a study for a segment of the Irwin Drain. Due to the record high Lake St. Clair water levels, the Irwin Drain is consistently backwatered, which causes bank erosion and attracts waterfowl.

The birds are an issue because the drain is located at the north end of Selfridge Air National Guard Base. Flocks of waterfowl flying in the airspace increases the risk of a plane/ bird collision. Our study investigated the possibility of using a combination of dams/gates to block lake water, while also draining the Irwin Drain during normal flow.

#### **OUR SERVICES**

Spalding DeDecker is providing survey, hydraulic analysis modeling via EPA SWMM, and recommendations for resolving issues along the drain. Our hydraulic modeling provides two temporary solutions and two longterm permanent solutions for the drain.

#### THE CHALLENGE

The project essentially has two major conflicting goals. One option is to block incoming Lake St. Clair water levels with a dam-like structure and dry the drain. The second option allows flow conveyance through the Irwin to prevent flooding of adjacent businesses.

These two goals conflict in that any traditional dam structure used to block the lake water from entering the Irwin will also block Irwin Drain flows from exiting the drain.

#### THE SOLUTION

The preliminary solution will likely include an adjustable, inflatable dam set to automatically inflate and deflate based on a water level sensor within the drain. This would allow Irwin Drain flows to exit through the deflated dam during high flow events while also block lake water with an inflated dam during dry weather. Low flow or base flows through the Irwin drain will be conveyed around the inflated dam via a small pumpstation.

#### THE IMPACT

The intended impact of the project will be to keep the Irwin Drain dry which will in turn discourage possible waterfowl/aircraft strikes. At the same time, incorporation of a dam reduces shear forces within the drain which addresses the bank erosion.

# Trumbull Crossing Detroit, MI





#### **SUMMARY**

OWNER / CLIENT KMG Prestige Anne Danosky VP of Acquisitions annedanosky@kmgprestige.com 313-820-7488

**PROJECT TIMELINE** November 2020 – Ongoing

**PROJECT COST** \$450,000

PROFESSIONAL SERVICES FEE \$64,900

#### **KEY PERSONNEL**

Tricia DeMarco, PE, AICP, LEED AP Cassi Meitl, AICP, PMP Josh Garvin, PE Nick Dunn

PROJECT NO.

DE21-006

#### THE PROJECT

Trumbull Crossing is a 15-acre, 245-unit affordable apartment and townhouse complex on Trumbull and Elijah McCoy Drive in Detroit. The complex is managed by our client KMG Prestige, a property management company. Spalding DeDecker (SD) was engaged in 2021 to explore the feasibility of stormwater management best practices to reduce the cost on the monthly DWSD Drainage Fee, align with the owner's development mission, and associated funding partner's expectations. As of October, 2022, Spalding DeDecker completed construction documents for BSEED submission.

#### **OUR SERVICES**

SD provided Due Diligence including the review of existing site conditions and assessment of opportunities for stormwater detention, retention, and pavement removal. Detention opportunities, engineers opinion of cost, and estimated DWSD Drainage Credit was assessed at three storm thresholds. Site Engineering was also provided with the design of a Bioretention Area and parking improvements to determine opportunities for cost savings. SD assisted with permitting and approval processes, and produced material for the Enterprise Green Community Program application, a requirement for LIHTC funding.

#### THE CHALLENGE

The challenges SD faced were reducing the Drainage Fee from \$53,375 to \$37,800 through storm water management, reducing the amount of excavated soil needing to be removed from the site, and limiting the construction cost to \$250,000.

#### THE SOLUTION

To address project challenges, SD removed 1.03 acres of impervious area to decrease the amount of area that affects the drainage fee. A 12,000 sq ft bioretention area is planned for installation to achieve full credits in retention and detention for the managed area. Finally, excavated soils will be incorporated into the landscaped berms framing the bioretention and remaining greenspace areas.

#### THE IMPACT

Through site engineering and the removal of impervious area, SD expects a reduction in the annual Drainage Fee by \$15,500 to satisfy the client's expectations. The project also satisfied requirements for Enterprise Green Community certification.

## Novi Streambank Restoration Novi ,MI



#### SUMMARY

**OWNER / CLIENT** 

City of Novi Ben Croy, PE City Engineer (248) 347-0450 bcroy@cityofnovi.org

#### PROJECT TIMELINE Oct 2015 – Oct 2019

**PROJECT COST** \$950,000

PROFESSIONAL SERVICES FEE \$42,000

#### **KEY PERSONNEL**

Michael DeDecker, PS Taylor Reynolds, PE

PROJECT NO. NV15-002

Community engagement played an important role in the planning of this green infrastructure project



#### THE PROJECT

The streambanks along Ingersol Creek and Bishop Creek were experiencing areas of significant erosion that was causing damage to property owners' personal property including fences and landscaping adjacent to the stream.

#### THE CHALLENGE

The challenge was gaining access to the overgrown sites through the existing developed **residential areas without causing excessive damage** and complaints. All work must meet Michigan Department of Environmental Quality (MDEQ)/ US Army Corps of Engineers (USACE) joint permit process requirements.

#### **OUR SERVICES**

As the consulting engineer for the City of Novi, Spalding DeDecker(SD) was asked to survey cross-sections along the affected channels of the stream for use as base mapping; then **design plans to combat the erosion using various methods, utilizing natural materials whenever possible.** 

#### THE SOLUTION

SD coordinated site visits with the City of Novi, local residents, USACE, and the MDEQ to understand the requirements and concerns. With this information, **SD pursued natural options to stabilize and enhance the failing streambanks.** Two existing failing walls, one constructed of poured concrete and one constructed of sheet piling, were removed and replaced with live crib walls.

Other areas of the streambank were improved with vegetative mechanically stabilized earth, vegetative rip-rap, live stakings, and joint plantings. Log vanes were installed to redirect stream flow to limit further erosion.

SD prepared easement documents and acquired 13 permanent easements and 5 temporary easements to allow construction of the improvements and future maintenance

#### THE IMPACT

Spalding DeDecker made communication with the community a priority to ensure that affected residents knew what to expect. Use of natural materials limits future erosion and extends the life of the drain areas **minimizing future maintenance.** 

# SPALDING DEDECKER Michigan Air Line Trail Walled Lake, Wixom, and Commerce Twp, MI



#### **SUMMARY**

#### **OWNER / CLIENT**

Commerce, Walled Lake and Wixom Trailway Management Council John Hensler Trail Manager (248) 506-0942 manager@miairlinetrail.com

#### PROJECT TIMELINE (ORIGINAL / ACTUAL) April 2019- Nov 2019

### PROJECT COST (ORIGINAL / ACTUAL

\$2,855,000

#### PROFESSIONAL SERVICES BUDGET \$329,695

#### **KEY PERSONNEL**

Ted Meadows Gus Dahoui, PE Brad Abar, PE Taylor Reynolds, PE Kevin Schroeder Coleen Head Mike DeDecker, PS

#### **PROJECT NO.**

"Spalding DeDecker's team did a fantastic job and really made sure the pathway was built to perfection. I highly recommend them," John Hensler, Trail Manager



#### THE PROJECT

For the past several decades, Michigan's trails have been developed into a strong network of multi-use non-motorized pathways stretching across the state in every direction. Michigan's trails are being used to promote healthy lifestyles, increase mobility, and improve community involvement. In addition to providing a safe place to enjoy trail activities, the Michigan Air Line Trail gives people the ability to avoid congested roads, travel along beautiful greenways, and embrace the natural beauty of Michigan.

#### **OUR SERVICES**

Spalding DeDecker provided full-time construction contract administration, construction engineering, and surveying to ensure this trail was constructed properly.

#### THE CHALLENGE

After reviewing the condition of the existing stone base material for the past railroad, our project manager and inspection staff noted that the gravel stone base to be in great condition. As a result, we recommended to the City of Wixom, a cost saving measure to eliminate the 6-inch cut of the existing stone base in preparation for designed 21AA limestone base.

#### THE SOLUTION

After consulting with the design engineer, material testing agency, and project representative, the recommendation was approved. *As a result, Spalding DeDecker's construction management and inspection staff saved the owner \$200,000.* 

#### THE IMPACT

Non-motorized pathways link communities together and promote healthy lifestyles, economic development, and community involvement, while providing a link to local and regional trailways.

The Michigan Air Line trail promotes a safe and livable community, while helping to reduce air pollution and carbon gases. The trailway is already used by many, promoting safe pathway connections from downtown Walled Lake to downtown Wixom.

The Michigan Air Line trail also offers opportunities to access natural areas and provides affordable exercise and recreation options within the community. The communities and local groups are planning marathons, bike rides, and charity walks, promoting economic development to the surrounding areas.

## Jefferson Ave Pathway Chesterfield, MI



#### SUMMARY

OWNER / CLIENT Chesterfield Township Mitch O'Connor. PE

Township Engineer (586) 649-6354 mconnor@chesterfieldtwp.org

PROJECT TIMELINE May 2020 - October 2021

**PROJECT COST** \$700,000.00

**PROFESSIONAL SERVICES FEE** \$29,611.00

#### **KEY PERSONNEL**

Jeremy Schrot, PE Taylor Reynolds, PE Michael Freckelton, PR Mike DeDecker, PS

**PROJECT NO.** CH20-002



#### THE PROJECT

The Macomb County Department of Roads (MCDR) completed construction of a new bridge over the Salt River for vehicular and pedestrian traffic. That project included a pedestrian walk along the north side of the road within the bridge limits. Chesterfield Township recognized a safety issue for pedestrians and cyclists as the shoulders narrowed near the bridge without any sidewalks and immediately budgeted for the construction of a pathway from the west end of the pedestrian portion of the bridge to Sutton Road.

#### **OUR SERVICES**

Spalding DeDecker attended onsite conceptual meetings with the Township and MCDR representatives. Once design concepts were agreed upon, SD performed a topographical survey and worked closely with a block retaining wall supplier to complete detailed construction documents. Spalding DeDecker coordinated with MCDR to assure that the plans maintained the design intent of the original bridge project, as well as met the bidding requirements of the County.

#### THE CHALLENGE

The bridge project left little room between the traveled way and the ground sloping steeply down towards the open drain running parallel to the road. Construction of the pedestrian pathway would not be easy, but the recently restored right-of-way did not provide a safe route for nonmotorized users

#### THE SOLUTION

After comparing construction costs of a boardwalk in this area to address the steep grade, Spalding DeDecker's designed a block retaining wall to maintain the integrity of the open drain while providing a properly stable surface for the construction of the pathway.

#### THE IMPACT

Pedestrians traveling along this section of Jefferson Road are able to use the newly constructed pathway to stay out of the vehicular space, creating a safe route for all users.

### M-24 Non-Motorized Pathway Safety Assessment Oxford, MI





#### SUMMARY

**OWNER / CLIENT** 

Charter Township of Oxford Joe Ferrari Treasurer Jferrari@oxfordtownship.org (248) 628-9787 ext. 105

**PROJECT TIMELINE** September 2018 - May 2019

PROFESSIONAL SERVICES FEE \$9,950

**KEY PERSONNEL** Taylor Reynolds, PE

PROJECT NO. MN18-005

Building a detailed inventory of the pathways will allow the township to allocate funds for future construction

#### THE PROJECT

Oxford Township needed to conduct a Non-Motorized Safety Assessment for future planning in anticipation of construction projects along the M-24 corridor going through the center of the town.

#### THE CHALLENGE

With a wide variety and quality of existing and missing pedestrian infrastructure through this multiuse corridor, defining pathway characteristics to prioritize improvements was critical.

#### **OUR SERVICES**

Spalding DeDecker (SD) completed a detailed field assessment of the pedestrian infrastructure identifying existing pathways in good condition or poor condition and pathways noncompliant to ADA standards, along with pathway gaps.

#### THE SOLUTION

SD provided a detailed assessment of each segment, along with an overall map showing areas most in need of improvements. The pathway characteristics were graphically shown on detailed corridor maps, making it easy to identify areas in need of improvements. SD's recommendations addressed any immediate safety concerns as well as specific areas of ADA noncompliance.

Closing pathway gaps, increasing East-West pedestrian connectivity, reducing excessive drive widths, and bringing the pedestrian infrastructure into compliance with ADA will greatly improve the walkability and overall experience in this corridor.

#### THE IMPACT

A non-motorized connection along three miles of Oxford's M-24 corridor would complete a safe route for pedestrians and cyclists to connect from the Paint Creek Trail in downtown Lake Orion to the Polly Ann Trail in downtown Oxford.

Not only does Oxford now have a complete summary document to reference for future allocation of funds, they have also presented the final report to the Michigan Department of Transportation (MDOT) for consideration in prioritizing pedestrian improvements for the M-24 reconstruction project.
# SPALDING DEDECKER Ten Mile Rd Pathway - Dinser Drive to Woodham Road | Novi, MI





### SUMMARY

### **OWNER / CLIENT**

City of Novi Ben Croy, PE City Engineer (248) 347-0468

### **PROJECT TIMELINE**

November 2019 – June 20215

### PROJECT COST

\$193,477.00

### PROFESSIONAL SERVICES FEE

\$36,406.00

#### **KEY PERSONNEL**

Jeremy Schrot, PE Taylor Reynolds, PE Heather Gendron, PE Ghassan Dahoui, PE Ted Meadows Mike DeDecker, PS

### PROJECT NO. NV19006

### THE PROJECT

The project includes constructing a concrete pathway along the north side of Ten Mile Road from Dinser Drive to Woodham Road. Design considerations and agency coordination was critical within this Road Commission of Oakland County Right of Way. The proposed pathway crossed numerous existing scattered residential lots and provided a critical connection to ITC Trail.

#### **OUR SERVICES**

- Topographical Survey
- Resident Communication
- Pathway Design
- Construction Management
- Survey Staking
- Construction Inspection

### THE CHALLENGE

One challenge was working with the existing residential properties fronting the proposed pathway. Although the improvements were mostly within the existing right-ofway, great consideration was given to how the construction would affect the neighboring properties. One parcel, just east of the ITC corridor, had an ornate entrance with landscaping and open ditches on each side of their drive. The ditch slopes were backed with a landscape block wall. In order to keep the integrity of the ditch, the proposed path would have been placed on the resident's side of the ditch, behind decorative trees. However, this would give the appearance that non-motorized pathway users would be traversing through this property's landscape.

#### THE SOLUTION

Spalding DeDecker worked with the City and the Road Commission of Oakland County to develop a solution that maintained the drainage yet kept public pathway users visually separated from the private residence. The block walls siding the ditches were removed. Enclosed storm sewer was placed to continue the drainage flow along Ten Mile Road. This allowed the concrete pathway to be placed in front of the existing landscape trees.

### THE IMPACT

The successful construction of this gap completes a safe non-motorized route along Ten Mile Road from Wixom Road east five miles to the City limits at Haggerty Road. This project continued the expansion of the citywide network of nonmotorized routes, while maintaining the integrity of the neighboring private residences.

# Sidewalk Gap Replacement Washington Township, MI





### SUMMARY

**OWNER / CLIENT** 

Washington Township Rich Amormino Director, Public Works Department (586) 786-0010 amorminor@washingtontwp.com

PROJECT TIMELINE

June 202 - Ongoing

**PROJECT COST** \$800,000

PROFESSIONAL SERVICES FEE \$32,000

### **KEY PERSONNEL**

Taylor Reynolds, PE Mike Freckelton, PE Mike DeDecker, PS Scott Tucker

PROJECT NO. WA20-002

Washington Township is completing sidewalk gaps to make pedestrian travel safer

### THE PROJECT

Two high priority pathway gap locations as identified on the Township's Pathway Master Plan were designed for construction.

### **OUR SERVICES**

Spalding DeDecker provided topographical survey, design, and bidding assistance for a half-mile of 8'-wide pathway along the east side of Jewell Road, south of 28 Mile Road, and along the west side of Mound Road, south of West Road. The Township plans to award the bid and initiate construction this year, using Spalding DeDecker's construction engineering services.

### THE CHALLENGE

Although there was plenty of room to place the pathway adjacent to the shoulder of Jewell Road, high volumes of school traffic in the area caused a safety concern.

At the north end of the Mound Road section, curbs exist separating pedestrians from moving vehicles; however, the topography and landscaping of existing residential properties would be greatly changed if the pathway was constructed in close proximity to the road.

### THE SOLUTION

With pedestrian safety a priority, Spalding DeDecker designed a storm sewer across numerous parcels to enclose the open ditch. This allows the proposed pathway to be placed further away from moving vehicles.

Spalding DeDecker worked closely with the Township and residents in the area to design a pathway layout that prioritizes pedestrian safety and fits best with the existing landscaping. This section is placed just behind some trees and low-lying landscaping, as agreed upon with the property owners.

### THE IMPACT

By completing the construction of these two pathway gaps, the Township is able to provide safe pedestrian routes and connectivity in vital locations.

# Country Place Force Main Replacement Novi, MI



### SUMMARY

OWNER / CLIENT City of Novi Benjamin Croy, PE Civil Engineer (248)347-0456 bcroy@cityofnovi.org

PROJECT TIMELINE March 2016 – January 2019

**PROJECT FEE** \$700,000.00

PROFESSIONAL SERVICES FEE \$68,000.00

### **KEY PERSONNEL**

Michael DeDecker, PS Terry Lindow George Platz, PS Taylor Reynolds, PE

### PROJECT NO.

NV16-001



### THE PROJECT

DeDecker Spalding (SD) was contracted by the City of Novi to prepare construction plans for improvements to an existing sanitary sewer pump station and the associated outlet forcemain. The station has high flow volumes and should a failure occur, the sewage could back up into many residents' basements in just a couple hours. A recent report also outlined the need for higher flow pumps to more efficiently meet the peak demands.

### **OUR SERVICES**

SD was also contracted to provide construction contract administration and construction observation services for this project.

### THE CHALLENGE

The existing 10" forcemain that was installed 40 years ago is Asbestos Cement pipe, which is known to be fragile when exposed. Due to the high volume of flow through the system, a new 10" HDPE forcemain is being installed from the pump station to a new manhole at the outlet. The pump station cannot be offline.

### THE SOLUTION

The new forcemain was designed through to be constructed horizontal directional drilling to limit the disturbance to the existing development. The available route for the proposed replacement forcemain includes sharp 90-degree two Although the main was bends. installed via directional drilling, the 10" pipe cannot be drilled through a tight radius turn; therefore, open cut methods were used at these locations. Preformed 90-degree HDPE bends were electrofused in place to assure the integrity of the installed forcemain.

### THE IMPACT

Aside from documenting and observing the standard construction processes, SD worked closely with the awarded contractor to see that measures were taken which immediately addressed any damage to the existing fragile Asbestos Cement force main.

SD construction management stayed in close contact with the adjacent condominium association's president to keep area residents informed on the construction progress.

# Grand River Avenue and Jo Road Sanitary Sewer Repairs Novi, MI



### **SUMMARY**

OWNER / CLIENT City of Novi Ben Croy, PE City Engineer (248) 347-0456 bcroy@cityofnovi.org

PROJECT TIMELINE March 2018- June 2019

**PROJECT COST** \$490,515

### PROFESSIONAL SERVICES FEE

\$22,674- Engineering \$81,364- Construction Engineering

#### **KEY PERSONNEL**

Kimberly Danowski, CFM Heather Gendron, PE James Grenke Ted Meadows Taylor Reynolds, PE Kevin Schroeder

PROJECT NO. NV17-015

Utilizing the jack and bore technique eliminated the need to dig a large trench to remove the broken pipe



### THE PROJECT

Spalding DeDecker (SD) has held an as-needed engineering services contract with the City of Novi since 2005. Under this contract, SD provided design engineering and construction engineering for two sanitary sewer repairs. The first project was a sanitary sewer that failed at the intersection of Grand River Avenue and Meadowbrook Road in front of a Cadillac Dealership. The second project was a sanitary manhole repair on Jo Road.

The Grand River sanitary sewer was 15 feet underground and was leaking raw sewage into the ground. The 10inch PVC pipe was 20 to 30 years old and failed due to resting on soft peat soil. If left un-disturbed, the failure would have resulted in a sinkhole. The Jo Road manhole had also been separated from the sanitary sewer due to settling on poor soils.

#### **OUR SERVICES**

Spalding DeDecker's team provided design engineering services, construction engineering, and traffic maintenance for both projects.

### THE CHALLENGE

Due to the limited space of the project located between a busy intersection and a business, SD's engineers determined the best option was to perform a jack and bore horizontal boring repair with grout soil stabilization injections

### THE SOLUTION

The SD team recommended stabilizing the peat soils by injecting grout into the ground, then utilizing clay pipes to jack and bore the new sanitary sewer into place. A long semi-rigid hose was inserted into the ground until it hit solid soils, then grout was injected at various intervals as they pulled the hose out. The jack and bore pipe installation method used a drill to generate pipe-sized gap underground а horizontally between two points without disturbing the surface.

#### THE IMPACT

Our team was able to replace the failed pipe to prevent any future sinkholes. We were able to complete the project without disturbing the dealership or the adjacent roadway. With the fix complete, any health risks to the public from the raw sewage were eliminated.

# Novi Sanitary Pump Station Rehabilitation - Novi, MI



### **SUMMARY**

**OWNER / CLIENT** 

City of Novi Ben Croy, PE City Engineer (248) 347-0468

PROJECT TIMELINE June 2019 – September 2020

**PROJECT COST** \$1,200,000

PROFESSIONAL SERVICES FEE \$75,600

KEY PERSONNEL Jeremy Schrot, PE

PROJECT NO. NV19-004

SD devised an alternative plan to reduce the inlets to one and simplify the bypass pumping operation.



### THE PROJECT

Spalding DeDecker (SD) provided engineering services to the City of Novi to upgrade two existing sanitary sewer lift stations, Drake's Bay and Wixom Road. Both Pump Stations required replacing and upsizing the pumps to meet the system demands. Both sites had an onsite natural gas generator that was also upgraded in order to provide backup power to the larger pumps.

Additionally, the sanitary sewer around the Drake's Bay Pump Station was redesigned to allow the wet well to go from three inlet pipes to one. The purpose of this was to minimize the by-pass pumping need for this project and future improvements.

### **OUR SERVICES**

Spalding DeDecker provided:

- Survey Services
- Municipal Project
- Utility Project
- Hydraulic Engineering
- Work Zone Maintenance of Traffic

### THE CHALLENGE

Bypass pumping based on the number of inlets into the Drake's Bay pump station was challenging and costly.

### THE SOLUTION

SD devised an alternative plan to allow for sanitary sewer re-configuration outside of the wet well that would reduce the inlets to one and simplify the bypass pumping operation.

### SUMMARY

**OWNER / CLIENT** City of Novi Ben Croy, PE **City Engineer** (248) 347-0468

**PROJECT TIMELINE** November 2020 - December 2021

**PROJECT COST** \$3,500,000

**PROFESSIONAL SERVICES FEE** \$110,000

#### **KEY PERSONNEL** Jeremy Schrot, PE

Taylor Reynolds, PE

**PROJECT NO.** NV20-004

**Designed to** minimize impact to the surrounding area and reduce costs.

### THE PROJECT

The City of Novi is upgrading two sanitary pump stations on Wixom Road; Drake's Bay and Wixom Road Pump Stations. SD performed the design, bidding, and construction observation. As part of our due diligence and prior to the completion of the design, SD reviewed the original capacity reports, requested model information, and updated the proposed model based on design conditions.

As a part of that exercise, it was determined that the larger pumps put the existing downstream sanitary sewer into a surcharge state.

With the sewer being undersized for the new pumps, the surcharge state needed to be alleviated with the installation of a new, larger sewer. SD developed a preliminary layout and sewer sizing and paired it to the capacity of the larger pumps at Wixom Road. This determined that 1,200' of sanitary sewer needed to be upsized from 18" to 21" and 1,600' of sanitary sewer needed to be upsized from 12" to 15".

SD evaluated several alternatives for replacement including inline replacement with bypass pumping manhole to manhole, as well as a new route to potentially save the existing HMA pathway.

### **OUR SERVICES**

Spalding DeDecker performed the topographic survey of Wixom Road. The existing sewer connection points were field verified for invert elevations. SD then performed a new alignment and profile design of the proposed sanitary sewer.

In the preliminary stages SD developed a design to minimize bypass pumping during construction to save on the overall cost of the project and sized the sewer appropriately for the future demands expected on these gravity system.

This scope included cost estimating, EGLE Permit application and bidding documents. The project is scheduled to be constructed in the Fall of 2021.

Spalding DeDecker provided:

- **Survey Services** ٠
- Municipal Projects
- **Utility Projects**
- Hydraulic Engineering
- Work Zone Maintenance of Traffic •

### THE CHALLENGE

Minimize impact to the surrounding area and reduce costs.

### THE SOLUTION

Re-use existing manholes and replace in line with the existing sewer with bypass pumping manhole to manhole.

### THE IMPACT

Significant cost savings were given back to the City of Novi.

# CIPP Lining and Country Acres Pump Station - Plymouth, MI





#### SUMMARY

**OWNER / CLIENT** 

Charter Township of Plymouth Patrick Fellrath, PE Director Public Facilities (734) 354-3270

### PROJECT TIMELINE

March 2020- December 2020

### PROFESSIONAL SERVICES FEE \$154,500 (DESIGN AND CE)

### **KEY PERSONNEL**

Jeremy Schrot, PE Taylor Reynolds, PE Heather Gendron, PE Ken Orban Grady Rollins

PROJECT NO. PL20-005

#### **TEAMING PARTNER**

Testing Engineers & Consultants, Inc.

### THE PROJECT

Spalding DeDecker provided plans, bid documentation, and construction services for the Township's annual sanitary sewer rehabilitation capital improvement project. The project included six segments of rehabilitation ranging from 12-inch to 24-inch diameter, and mainly revolved around resin impregnated lining with optional cure method (ultra-violet, steam, and water). SD reviewed the existing CCTV videos and determined that one of the segments of sanitary sewer was not properly flowing and had more extensive damage than a traditional lining would be able to handle. SD put together a design to minimize impact while replacing the sanitary sewer in-kind.

In addition to the CIPP lining, SD also provided construction plans, bid documentation, and construction services for the Township's sanitary sewer pump station rehabilitation which included a pump replacement, bypass piping replacement and reconfiguration, driveway and drainage improvements, and roof and exhaust replacement. SD's in-house expertise includes operation and maintenance expertise, which allowed us to identify rehabilitation opportunities for the existing on-site generator rather than a full replacement as was scheduled by the Township resulting in project savings.

#### **OUR SERVICES**

Spalding DeDecker provided:

- Survey Services
- Municipal Design
- Utility Design
- Hydraulic Engineering
- Buildings & Structure Design
- Work Zone Maintenance of Traffic
- Construction Engineering and Inspection
- Material Testing Coordination
- HMA Pavement and Concrete
  Pavement Inspection

#### THE CHALLENGE

Maintain flexibility for scheduling on the CIPP and reduce cost while maximizing operational efficiencies and minimizing cost on the pump station rehabilitation.

#### THE SOLUTION

SD wrote a construction staging plan that allowed for flexible start date, but mandated a number of weeks for completion once construction started. That method has been utilized by SD often in the past to provide contractor flexibility, which in turn reduces cost but doesn't negatively impact the municipality.

# CDBG (2nd St & 7th St) Watermain Design Ecorse, MI



### **SUMMARY**

**OWNER / CLIENT** 

**City of Ecorse** Timothy Sadowski City Controller (313) 294-3740 finance@ecorsemi.gov

## PROJECT TIMELINE

January 2022 – Ongoing

## PROJECT COST

\$1,250,000

PROFESSIONAL SERVICES FEE \$73,500

### **KEY PERSONNEL**

Mike DeDecker, PS Jeremy Schrot, PE Dave Schuetz, PS Phil Strunk, PE Scott Tucker Jennifer Roath, PE Zachary Shender, EIT Luisa Amici

## PROJECT NO.

EC22-001



### THE PROJECT

Spalding DeDecker (SD) was selected to provide design services for a 2,600-foot-long, 6" diameter watermain replacement project located on 2nd Street/Cicotte Street from Southfield Road to 3rd Street and 7th Street from Southfield Road to Labadie Street.

### **OUR SERVICES**

SD provided boundary and topographic survey services, is preparing preliminary plans and cost estimates for the City's review, and then will develop final construction plans for the project once the Community Development Block Grant (CDBG) grant is awarded.

SD will develop contract documents in coordination with the City's standard documents and manage the advertising of the project and contractor bidding. The SD staff will then prepare bid tabulations and make recommendations to the City on contractor selection.

### THE CHALLENGE

The City of Ecorse has a watermain system that was constructed mostly between the 1920's and 1950's and much of it is 6" diameter. Because of the age of the watermain, the City has hundreds of lead service lines. There are many underground utility lines that are located in the street rights-of-way which makes it difficult to maintain GLWA standards for watermain distance from other public utilities.

### THE SOLUTION

SD is upsizing the 6" watermain to an 8" watermain to bring it up to minimum codes. SD is also replacing all service lines including the lead lines and moving the watermain to the opposite side of the street to maintain minimum spacing requirements to other public utilities.

### THE IMPACT

The City of Ecorse will have new watermain and safe water leads designed to current standards with increased capacity for any new or redevelopment projects.

# Robert T. Longway Blvd. Rehabilitation - Flint, MI



### SUMMARY

OWNER / CLIENT City of Flint Mark Adas, PE (810) 766 7165 madas@cityofflint.com

**PROJECT TIMELINE** October 2019- March 2020

ENGINEER'S ESTIMATED COST \$972,435

**CONSTRUCTION COST** \$896,848.60

### PROFESSIONAL SERVICES FEE \$66,000

#### **KEY PERSONNEL**

Ariana Jeske, PE, PTOE George Platz, PS Jeremy Schrot, PE Michael Freckelton, PE Mike DeDecker, PS Ted Meadows

PROJECT NO.

FL19-002



### THE PROJECT

The City of Flint received funding through MDOT to rehabilitate 0.28 miles of Robert T. Longway Boulevard from Chavez Drive to E. Boulevard Drive through the 3R program. This section of Robert T. Longway Boulevard consists of a divided highway with several businesses and a hotel along the divided section. The roadway was a mix of concrete, HMA, and HMA overlay that ranged from excellent to poor condition. The goal of the project is to improve pavement conditions and increase safety.

The existing eight-inch water main was extended to close a gap in the overall system and improve water connectivity.

### **OUR SERVICES**

- Road Design
- Design Survey
- Pavement Rehabilitation Evaluation
- Environmental Clearances
- Preliminary and Final Plans
- Watermain Design
- MDOT Special Provisions

### THE CHALLENGE

The project was initially scoped as a resurfacing project that would keep the existing lane configurations and curb and gutter in place. SD's review of the pavement condition found that there was a large difference between the eastbound and westbound lanes. The eastbound pavement was in good condition while

the westbound pavement was in very poor condition.

### THE SOLUTION

SD prepared estimates for a variety of treatments including combinations of milling, HMA overlays, concrete joint repairs, and reconstruction. The westbound lanes were in such poor condition that the number of joint repairs required to fix the pavement would have been impractical to construct and left a severely weakened pavement structure.

SD's professionals redesigned the westbound lanes to reduce the number of lanes from four lanes down to two lanes of traffic, minimizing overall pavement to be reconstructed and maintained in the future. With an eye to the future, SD designed a watermain extension to serve redevelopment of adjacent parcels. The new watermain was constructed during the course of this project eliminating the need to disturb the pavement in the future.

### THE IMPACT

SD was able to maximize the City of Flint's funding to create a mixture of pavement treatments to properly rehabilitate this section of Robert T. Longway. Additionally, the reconstruction of the westbound lanes allowed for the opportunity to realign the intersection of Burton Street with Robert T. Longway Boulevard to provide a safer angle for motorists and pedestrians.

# East Court Street Rehabilitation Flint, MI



### SUMMARY

OWNER / CLIENT City of Flint Mark Adas, PE Transportation Director (810) 766-7165 madas@cityofflint.com

### PROJECT TIMELINE

March 2020- November 2020

## PROJECT COST

\$7,700,000

PROFESSIONAL SERVICES FEE \$735,500

### **KEY PERSONNEL**

Brad Abar, PE Mike DeDecker, PS Coleen Head Josh McIntyre Ted Meadows Jeff Fischer Kevin Schroeder Jeremy Schrot, PE

### PROJECT NO.

FL20-001

Court Street is a major route into the City passing through a residential neighborhood and adjoining Mott Community College.



### THE PROJECT

The rehabilitation of Court Street is one of many projects in the city that has the attention of various stakeholders. The project includes approximately 2.14 miles of cold milling HMA and HMA reconstruction with concrete base course, HMA resurfacing, curb and gutter removal and replacement, water transmission and distribution main replacement, sewer replacement, sidewalk removal and replacement, ADA sidewalk ramps improvements, permanent pavement markings, and restoration of yards and landscaping. It also includes adjustment of drainage structures.

### **OUR SERVICES**

Spalding DeDecker performed the following services

- Construction Contract Administration
- Construction Engineering
- Surveying
- Project Funding
- Marketing Communication

### THE CHALLENGE

During construction, SD identified that the existing storm sewer catch basin leads and some of the mainline were in poor condition. SD recognized the need to rehabilitate those sewers to keep the City's investment in Court Street sound. SD communicated directly with MDOT and the MPO regarding funding availability, and identified Pro-Rata funding; this allowed an uncapped project total.

SD recognized that taking additional funds from the MPO fund would potentially hurt other projects. Thus, SD reallocated \$300,000 from the Robert T. Longway resurfacing project (another SD design project) to the Court Street project. The plan was completed while the Contractor was still working on the watermain, and change orders were processed without any delays.

### THE SOLUTION

The Court Street location is a predominantly residential zone with a major college campus on the road, some commercial, religious, and public institutions located throughout the site. As a result, communication was key to the successful completion project of the and minimal interruption to the community. Part of our success with similar projects has been due to our commitment to communicating with the public through various mediums, including web page, social media, email and print.

# Miller Road (Bellenger to Hammerberg) Flint, MI



### SUMMARY

**OWNER / CLIENT** 

**City of Flint** Mark Adas City Engineer (810) 766-7165 madas@cityofflint.com

### **PROJECT TIMELINE**

December 2021- Ongoing

### **PROJECT COST**

\$4,522,871.00

### **PROFESSIONAL SERVICES FEE**

\$430,466.00 (DESIGN AND CE)

### **KEY PERSONNEL**

Brad Abar, PE Ted Meadows Jeremy Schrot, PE Coleen Head Kevin Schroeder

### **PROJECT NO.**

FL22-001



### THE PROJECT

This project consists of 1.39 mi of hot mix asphalt cold milling and resurfacing, storm sewer, concrete curb, gutter, sidewalk, and sidewalk ramps, signing and pavement markings on Miller Road from Ballenger Highway to Hammerberg Road, in the City of Flint, Genesee County as part of a Local Agency project.

### **OUR SERVICES**

Spalding DeDecker performed the following services

- ADA Sidewalk Design
- Construction contract administration
- Construction engineering
- Municipal Utility Design
- Roadway Design
- Surveying
- Project funding
- Marketing Communications
- Topographic Survey
- Water Modeling

### THE CHALLENGE

The city also wanted to replace the existing 12 inch distribution water main under this section of road but could not get it into the MDOT LAP contract in time due to funding constraints. The MDOT contract was already let and awarded to the Contractor, adding further scheduling complications.

### THE SOLUTION

SD identified additional sources of funding for the water main replacement and worked with the City Engineer to present to the Mayor for City Council consideration. The funding was ultimately awarded and SD went to work coordinating with MDOT for the inclusion of the work ahead of and outside of the LAP contract. Due to timing constraints, SD was able to utilize previous bid pricing results to negotiate a contract with the Contractor that was awarded the LAP project. The final result was the completion of both on-time and within budget.

# Lake Eastbrook Blvd. Reconstruction and Watermain Replacement Grand Rapids, MI



### SUMMARY

### **OWNER / CLIENT**

City of Grand Rapids Breese Stam (616) 456-3078 bstam@grcity.us

#### **PROJECT TIMELINE**

October 2019 - Ongoing

### PROJECT COST

\$3,800,000

### PROFESSIONAL SERVICES FEE \$650,000 (DESIGN + CE)

### **KEY PERSONNEL**

Bruce Carlstrom, PE Greg Huberty David Harris Ariana Jeske, PE, PTOE Jeremy Schrot, PE

### **PROJECT NO.**

GR19-001



### THE PROJECT

Spalding DeDecker (SD) provided construction and bid documentation for the MDOT LAP 4R Lake Eastbrook Boulevard project, which consisted of reconstructing the three-lane roadway with a shared use path and median islands to improve pedestrian mobility and replacement of 12-inch water main along the corridor. SD provided a traffic study for two potential roundabouts at Sparks Avenue and Camelot Drive and ended up designing both roundabouts. In addition to roadway improvements the project included roadway lighting replacement, stormwater improvements, and access management.

### **OUR SERVICES**

SD provided the following:

- Road Reconstruction and Rehabilitation Design
- Survey Services
- Storm Sewer and Watermain Design
- Hydraulic Engineering
- Pedestrian and Bicycle Facilities
  Design
- Work Zone Maintenance of Traffic
- Pavement Marking and Signing
- MDOT LAP Standards

### CHALLENGE

Providing non-motorized facilities within the existing right-of-way integrated with the roadway and proposed roundabouts was a challenge.

### SOLUTION

SD reviewed several options and layouts, and modelled the proposed roadway for best fit scenarios. We also utilized the National Association of City Transportation officials (NACTO) urban bikeway design guide, as well as the AASHTO bike design guide for inspiration and ideas to mitigate pedestrian and motorist interaction concerns. We utilized advance signing and striping techniques along with advanced geometry considerations to reduce motorist speeds while providing maximum pedestrian and bicyclist visibility.

The watermain construction required careful coordination with the businesses along the project corridor which included businesses that could not operate without water including a salon and dentist office. SD staff kept them informed and coordinated with them to minimize disruptions to their businesses.

# SPALDING DEDECKER AC Water Main Replacement Program Novi, MI



### SUMMARY

**OWNER / CLIENT** 

City of Novi Ben Croy, PE City Engineer (248) 347- 0468

**PROJECT TIMELINE** March 2021 – Ongoing

**PROJECT COST** \$6,800,000

PROFESSIONAL SERVICES FEE \$800,000 (DESIGN + CE)

### **KEY PERSONNEL**

Jeremy Schrot, PE Mike Freckelton, PE Jen Roath, PE

PROJECT NO. NV21-001

AC Water Main replacement schedule will provide the City an efficient construction plan and minimize costs.

THE PROJECT - Spalding DeDecker developed a water main replacement program including a Novi-specific scoring system for the Asbestos Concrete (AC) water main piping throughout the city. The scores were developed based on age, pipe size, location, and break history. These scores provide a look into the probability of failure (PoF) of each of the assets as well as their respective consequences of failure (CoF). With the scores developed, Spalding DeDecker was able to create a project schedule to prioritize areas of the water system that are more susceptible to breaking. SD then designed and is providing construction services for the 2022 AC Water Main Replacement project.

### **OUR SERVICES**

- Roadway Rehabilitation Design
- Water Main Design
- ADA Sidewalk Design
- Maintenance of Traffic
- Water Modeling

THE CHALLENGE - One of the main challenges was creating a scoring system specific to the data available for the City of Novi's assets. Taking all data into account in the formulas, we were able to create a unique scoring system to determine which areas throughout the City have a higher likelihood of failure. The calculations were formulated so that they can also be applied to non-AC piping materials if the City decides to replace other piping materials. Challenges of the initial replacement program included coordinating with the City's Road Program rehabiliations to ensure traffic could be maintained near each of the project sites. Locating the water main in a cost-effective manner was another challenge.

THE SOLUTION - SD pulled from asset management planning experience and construction experience to determine the optimal replacement/prioritization schedule for the City. This schedule takes into account other City-planned construction projects so work can be done in parallel and efforts are not duplicated. Our design plans integrated best practices for removal and phased construction to ensure property owners continuous access and minimal disruptions in water service.

**THE IMPACT** - When complete, the AC water main replacement schedule will provide the City with an efficient construction plan to minimize project costs while also prioritizing the portions of the water system that are most susceptible to breakages.

## **POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION**

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

Firm Name	Spalding DeDecker Associates, Inc.
Yearly Hourly Billing Rate Increase	3%
Mark-up for Sub-Consultants (not to exceed 5%)	5%
Mark-up for Reimbursables (not to exceed 5%)	5%

Bosition/Classification	Rate Ranges					
Fosition/Classification	Year 1	Year 2	Year 3	Year 4		
Project Executive	\$216.00	\$222.48	\$229.15	\$236.03		
Senior Project Manager	\$195.00	\$200.85	\$206.88	\$213.08 \$194.51 \$174.84		
Project Manager	\$178.00	\$183.34	\$188.84			
Senior Planner	\$160.00	\$164.80	\$169.74			
Senior Project Engineer 2 / Assistant Project Manager +	\$160.00	\$164.80	\$169.74	\$174.84		
Senior Project Engineer +	\$144.00	\$148.32	\$152.77	\$157.35		
Associate Planner	\$120.00	\$123.60	\$127.31 \$141.10	\$131.13 \$145.33		
Project Engineer +	\$133.00	\$136.99				
Engineer +	\$122.00	\$125.66	\$129.43	\$133.31		
Planner +	\$88.00	\$90.64	\$93.36	\$96.16		
Graduate Engineer +	\$107.00	\$110.21	\$113.52	\$116.92 \$145.33		
Senior Designer +	\$133.00	\$136.99	\$141.10			
Designer +	\$114.00	\$117.42	\$120.94	\$124.57		

Senior Mapping Specialist +	\$130.00	\$133.90	\$137.92	\$142.05
Mapping Specialist +	\$118.00	\$121.54	\$125.19	\$128.94
Senior CAD Technician +	\$108.00	\$111.24	\$114.58	\$118.01
CAD Technician 2 +	\$97.00	\$99.91	\$102.91	\$105.99
CAD Technician 1 +	\$88.00	\$90.64	\$93.36	\$96.16
Engineering Technician +	\$90.00	\$92.70	\$95.48	\$98.35
Sr. Project Surveyor +	\$155.00	\$159.65	\$164.44	\$169.37
Project Surveyor +	\$130.00	\$133.90	\$137.92	\$142.05
Senior Survey Technician +	\$130.00	\$133.90	\$137.92	\$142.05
Survey Technician +	\$120.00	\$123.60	\$127.31	\$131.13
Senior Survey Assistant +	\$78.00	\$80.34	\$82.75	\$85.23
Survey Assistant +	\$68.00	\$70.04	\$72.14	\$74.31
One (1) Person Survey Crew (W/ Robotic Equipment) +	\$135.00	\$139.05	\$143.22	\$147.52
Two (2) Person Survey Crew +	\$192.00	\$197.76	\$203.69	\$209.80
Contract Administrator / Resident Project Representative +	\$130.00	\$133.90	\$137.92	\$142.05
Construction Technician 3 +	\$107.00	\$110.21	\$113.52	\$116.92
Construction Technician 2 +	\$97.00	\$99.91	\$102.91	\$105.99
Construction Technician 1 +	\$85.00	\$87.55	\$90.18	\$92.88
Confined Space Specialist +	\$139.00	\$143.17	\$147.47	\$151.89
2 Person O & M Crew +	\$300.00	\$309.00	\$318.27	\$327.82
Office Technician +	\$115.00	\$118.45	\$122.00	\$125.66
Soil Erosion Inspector +	\$90.00	\$92.70	\$95.48	\$98.35

Professional Traffic Engineer	\$162.00	\$166.86	\$171.87	\$177.02	
Graduate Traffic Engineer +	\$118.00	\$121.54	\$125.19	\$128.94	

\*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

### **GENERAL CONDITIONS – SPALDING DEDECKER ASSOCIATES, INC.**

- 1. For classifications indicated with "+", overtime work will be charged at a rate 1.3 times the indicated rate, for time worked in excess of 8 hours per day.
- 2. If a Retainer is paid to initialize the Project, the retainer will be credited toward the final payment due for the Project.
- 3. Fees are due and payable monthly, within 30 days after the date of the invoice. All fees not paid within 30 days of the invoice date will be subject to an additional late-payment charge of 1% (of the invoiced amount) per month, beginning from said thirtieth day. SDA reserves the right to suspend or terminate its work upon failure of the Client to pay invoices as due.
- 4. All drawings and other documents produced under the terms of this Agreement are instruments of service belonging to SDA, and they cannot be used for any reason other than for this Project.
- 5. The Client agrees to limit SDA's liability to the Client, due to SDA's negligent acts, errors, or omissions, such that the total aggregate liability of SDA shall not exceed \$10,000 or SDA's total fee for the service rendered on this Project, whichever is greater.
- 6. In consideration of substantial costs incurred by SDA to stop and restart work on a project once it has begun, should SDA's work be halted by the Client at any time, a project restart fee of \$500 will be due and payable immediately.
- 7. The Client affirms that it has secured legal rights to work on the property upon which the Project will be built or that such rights will be secured within a reasonable time period. The Client further acknowledges that non-payment of fees owed under this agreement may result in a mechanics lien being placed on the property upon which the work is being done.

### **REIMBURSABLE EXPENSES**

The following items are reimbursable to the extent of 105% of actual expenses (including subcontracting expense) accrued for the project:

- 1. Special materials and equipment unique to the project.
- 2. Printing and reproductions.
- 3. Geotechnical Engineering and/or other Subcontracted Services.
- 4. Shipping and handling.

**APPENDIX 3** 

PROFESSIONAL CERTIFICATION FORMS



## **Certification of a Michigan Based Business**

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

To qualify as a Michigan business:

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

or

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

(check all that apply):

- Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL □<sup>2</sup>08.1 208.145; or
- Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

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

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

Bidder shall also indicate one of the following:

Bidder qualifies as a Michigan business (provide zip code: \_\_\_\_\_)

Bidder does not qualify as a Michigan business (provide name of State: \_\_\_\_\_).

Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: \_\_\_\_)

Bidder:

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

## **Responsibility Certification**

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

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not had a felony conviction in any state (including the State of Michigan).
- (c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.
- (d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (e) Has not been terminated for cause by the Owner.
- (f) Has not failed to pay any federal, state, or local taxes.
- (g) Has not failed to comply with all requirements for foreign corporations.
- (h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
- (i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
  - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
  - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the time period required.
  - iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
  - v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
  - vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
  - vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
- (j) Is NOT an Iran linked business as defined in MCL 129.312.

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

Bidder:

Authorized Agent Name (print or type)

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

### **APPENDIX 4**

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

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

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

The Department will reimburse the Professional for printing and reproduction of the Contract Bidding Documents, soil borings, surveys and any required laboratory testing services and use of field equipment. No mark-up of these Project costs will be allowed IF such items are provided in house by the Professional.

> 2023 HOURLY BILLING RATE Based on 2022 Expenses

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

SALARIES:	EMPLOYEE BENEFITS:	INSURANCE:
Principals ( Not Project Related)	Hospitalization	Professional Liability Insurance
Clerical / Secretarial	Employer's Federal Insurance Contributions Act (FICA)Tax	Flight and Commercial Vehicle
Technical (Not Project Related)	Unemployment Insurance	Valuable Papers
Temporary Help Tax Technical Training Recruiting Expenses	Federal Unemployment Disability Worker's Compensation Vacation Holidays Sick Pay Medical Payments Pension Funds Insurance - Life Retirement Plans	Office Liability Office Theft Premises Insurance Key – Personnel Insurance Professional Liability Insurance
TAXES:	SERVICES (PROFESSIONAL):	EQUIPMENT RENTALS:
Franchise Taxes Occupancy Tax Unincorporated Business Tax	Accounting Legal Employment Fees	Computers Typewriter Bookkeeping
Single Business Tax Property Tax Income Tax	Computer Services Bond) Research Project / Contract Bond	Dictating Printing Furniture and Fixtures

Project / Contract Bond

Furniture and Fixtures

Instruments

### OFFICE FACILITIES: LOSSES:

### FINANCIAL:

Depreciation

Rents and Related Expenses Utilities Cleaning and Repair

Bad Debts (net)

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

**SUPPLIES:** 

# PRINTING AND DUPLICATION:

Project / Contract)

### SERVICES (NONPROFESSIONAL):

Postage

Drafting Room Supplies

General Office Supplies Library Maps and Charts Magazine Subscriptions

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

Telephone and Telegram Messenger Services

### TRAVEL:

## MISCELLANEOUS:

All Project – Related Travel\* Professional Organization Dues for Principals and Employees Licensing Fees

### DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2023

### MICHIGAN SELECT CITIES\*

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

### MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$92.50	

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

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

### **OUT-OF-STATE ALL OTHER**

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$101.50	

Mileage Rates	Current
Premium Rate	\$0.655 per mile
Standard Rate	\$0.440 per mile

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

\* See Select Cities Listing

\*\* Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

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

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

### **APPENDIX 5**

## **CERTIFICATES OF INSURANCE**



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 3/28/2023

T C	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFEIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFEORDED BY THE POLICIES									
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED										
R	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IN th	MPORIANI: If the certificate holder is a ne terms and conditions of the policy. c	in AL ertai	n poli	icies may require an endo	y(les) n rsemer	nust be endo nt. A stateme	nt on this ce	rtificate does not confer ri	ahts t	o the
C	ertificate holder in lieu of such endorse	men	t(s).						9	
PRO	PRODUCER CONTACT certs@pciaonline.com									
Pro	ofessional Concepts Insurance	Age	ncy,	, Inc.	PHONE (A/C, No	, Ext): (800)	969-4041	FAX (A/C, No): <sup>(8</sup>	00)969-	4081
112	27 South Old US Highway 23				E-MAIL ADDRES	s: certs@po	ciaonline.	com		
						INS	URER(S) AFFOR	DING COVERAGE		NAIC #
Bri	ighton MI 481	14-9	9861		INSURE	RA: The Con	tinental	Insurance Company		35289
INSU	IRED				INSURE	RB:Nationa	l Fire In	surance of Hartford		20478
Spa	alding Dedecker Associates, In	nc			INSURE	RC:AXA XL				37885
905	5 South Blvd East				INSURE	R D :				
					INSURE	RE:				
Roc	chester Hills MI 483	07			INSURE	RF:				
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IN C E	IDICATED. NOTWITHSTANDING ANY REQU ERTIFICATE MAY BE ISSUED OR MAY PERT XCLUSIONS AND CONDITIONS OF SUCH PO	IREM AIN, <sup>-</sup>	ENT, THE IN	TERM OR CONDITION OF AN NSURANCE AFFORDED BY T MITS SHOWN MAY HAVE BEI	IY CONT HE POL	RACT OR OTH ICIES DESCRI UCED BY PAID	ER DOCUMEN BED HEREIN IS CLAIMS.	NT WITH RESPECT TO WHICH S SUBJECT TO ALL THE TERM	H THIS MS,	
INSR LTR	TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	5	1,000,000
A	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	5	1,000,000
	X X,C,U	х		7017802481		11/1/2022	11/1/2023	MED EXP (Any one person) \$	5	15,000
	X Contractural Liability							PERSONAL & ADV INJURY \$	5	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	5	2,000,000
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	5	2,000,000
	OTHER:							\$	5	
								COMBINED SINGLE LIMIT (Ea accident)	5	1,000,000
А								BODILY INJURY (Per person) \$	5	
	ALL OWNED SCHEDULED AUTOS AUTOS	х		7017802495		11/1/2022	11/1/2023	BODILY INJURY (Per accident) \$	5	
	X HIRED AUTOS X AUTOS							(Per accident)	5	
								Hired & Non-Owned	5	1,000,000
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	DED A RETENTION \$ 10,000			7017802514		11/1/2022	11/1/2023	PER OTH-	5	
	AND EMPLOYERS' LIABILITY Y / N							X STATUTE ÉR		
в	OFFICER/MEMBER EXCLUDED?	N/A	37	7017802500		11/1/2022	11/1/2022	E.L. EACH ACCIDENT \$	,	1,000,000
Ъ	(Mandatory in NH) If yes, describe under		¥	/01/802500		11/1/2022	11/1/2023	E.L. DISEASE - EA EMPLOYEE \$	,	1,000,000
-	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	) 	1,000,000
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	Pollution Liability							Aggregate		5,000,000
DESC Res The and lor add	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: 2023 General Architectural / Engineering Services ISID Contract No. 00992. The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract.									
CE			1		CANC	ELLATION				1
	watrosa@michigan.gov The State of Michigan Michigan Department of Technology Management and Budget				SHO THE ACC	ULD ANY OF T EXPIRATION D ORDANCE WIT	HE ABOVE DE: ATE THEREOF H THE POLICY	SCRIBED POLICIES BE CANC F, NOTICE WILL BE DELIVEREI / PROVISIONS.	ELLED D IN	BEFORE
	Design andConstructionDivision				AUTHORIZED REPRESENTATIVE					

Mike Cosgrove/KATHRY

Michael CosyNove

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3111 W. St. Joseph Street

Lansing, MI 48917

## **CNA PARAMOUNT**



### Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for **bodily** injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such written contract; or
  - **B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the written contract requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for **bodily** injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- **III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the written contract; or
  - B. a higher limit of insurance than required by the written contract.
- **IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
  - **A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - **B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

## **CNA PARAMOUNT**



### Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

### **Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  - 1. the bodily injury or property damage; or
  - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



### ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

### SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

- 1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Policy No: BUA 7017802495 Policy Effective Date: 11/01/2022 Policy Page: 85 of 189

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**Policy Endorsement** 

### 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 on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

## **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 <u>41</u> <u>CFR Part 60-1.3</u>, and except as otherwise may be provided under <u>41 CFR Part 60</u>, 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 <u>Executive Order 11246</u> 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 <u>Executive Order</u> <u>11246</u> 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 <u>Executive</u> <u>Order 11246</u> of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in <u>Executive Order 11246</u> 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 <u>Executive Order 11246</u> of September 24, 1965, so that such provisions will be binding upon each 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 (<u>40 USC 3141-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "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 <u>40 USC 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>), 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 <u>37 CFR</u> <u>§401.2 (a)</u> 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 <u>37 CFR Part</u> <u>401</u>, "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 (<u>42</u> <u>USC 7401-7671q</u>) and the Federal Water Pollution Control Act (<u>33 USC 1251-1387</u>), 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 <u>2 CFR 180.220</u>) must not be made to parties listed on the government-wide exclusions in the <u>System for Award Management</u> (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement <u>Executive Orders</u> <u>12549</u> (<u>51 FR 6370</u>; February 21, 1986</u>) and 12689 (<u>54 FR 34131</u>; <u>August 18, 1989</u>), "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 <u>Executive Order 12549</u>.

- 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 <u>2 CFR 200.322</u>, 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, <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</u>.
- **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, <u>enter contractor name here</u>, 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 <u>https://sam.gov/content/home</u>. The direct hyperlink for SAM.gov registration is <u>https://sam.gov/content/entity-registration</u>

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: <a href="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">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</a>

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