

# 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 16<sup>th</sup> day of April in the year two-thousand and twenty-one (2021), 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

> DLZ Michigan, Inc. 1425 Keystone Avenue Lansing, MI 48911

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. 00876

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

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

This Contract is for professional design services for an unspecified number of ISID projects. The scope of work for each assigned project will be defined at the time the project is awarded by the State to the Professional firm. The professional services required for each of these assigned projects requested by the Department may include any or all the Tasks included in the Phase 100 – Study through the Phase 700 – Construction text of the Department's Standard Professional Services Contract.

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

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

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

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

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

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

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

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

#### FOR THE PROFESSIONAL:

DLZ Michigan, Inc.

Firm Name

CV0016067

SIGMA Vendor Number 4/29/21

Signature

President

Title

#### FOR THE STATE OF MICHIGAN:

Director, DTMB. State Facilities Administration

4/29/2021

Date

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 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 Change Order signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from increases in the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional, as approved by the Project Director, on an hourly billing rate basis in accordance with this article. This compensation shall not exceed seven and half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director.

The Professional shall immediately inform the Department whenever it is indicated that the Professional's authorized not-to-exceed Budget for any of the assigned Projects may be exceeded. The Professional shall make recommendations to the Department for revisions to bring the Project Cost back to the Professional's original authorized Budget amount. Any revision to the Project must be accepted and approved by the Department in writing.

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

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

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

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

The professional services required for each Phase of this Contract shall be performed by the Prime Professional and their Consultants in accordance with service descriptions in this article. The following service descriptions outlined in this Contract represents the Department's standard of care method for describing the Professional's responsibilities for providing the professional services of this Contract, but by inclusion, or omission, do not limit or exclude any regular or normal professional services necessary to accomplish the Project and be in accordance with the approved Project Budget and the industries accepted practice and standards for professional services. However, all the services outlined in this Contract may or may not be applicable to the Project/Program Statement and will require the Professional to identify only the services that are applicable for the Project at hand. The Professional 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 as a result 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.
  - A. Management Summary
  - B. Problem
  - C. Research Findings, Discussion and Details
  - D. Conclusion
  - E. Recommendation

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

### PHASE 200 - PROGRAM

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

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

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

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

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

- Task 202 PROGRAMMING: Identify and develop data to evaluate and clarify the proposed Project. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the functional and operational needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance and other support features. Allocation of spaces shall be in accordance with the State of Michigan's current "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies and Professional Service Contractors" and be consistent with the Project/Program Statement and Project Budget. Provide all additional research, studies, and program analysis necessary identify the objectives and requirements for a fully operable Project acceptably serving its intended use.
- Task 203 DEVELOPMENT: Transcribe and consolidate all data, studies and the analysis of Task 202 into a program analysis summarizing the complete program for the project, including spaces, physical features, systems, functions, capacities, relationships, and interactions required by the proposed Project. Revise the proposed program as required to achieve the Project objectives and incorporate review comments by the Project Team. Obtain approval and sign-off of space allocations from the Project Director before providing the space allocations to the State/Client Agency for approval and sign-off of the complete program.
- Task 209 PROJECT COST ESTIMATE: Provide an itemized cost estimate of the proposed Project program. Verify in writing that the Project Budget is adequate to achieve the proposed Project. Revise the program analysis documents as necessary to provide an acceptable program analysis design within the Department's authorized Project Budget.
- Task 210 PROGRAM ANALYSIS REPORT: Prepare a draft program analysis report containing the program, cost estimate, signoffs and backup data and information. Submit one (1) electronic copy in indexed PDF format of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments. Incorporate review comments as directed by the Department into the proposed final program analysis report. Provide one reproducible original and an electronic copy suitable for legible reproduction. One program analysis report presentation shall be considered basic services for this Task. Any additional program analysis report presentations requested by the Department will be considered extra professional services and the additional study costs will be paid to the Professional by the Department with a Contract Change Order.

# PHASE 300 - SCHEMATIC DESIGN

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

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

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

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

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

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

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

- Task 302 CONSTRUCTION CODE AND DESIGN REVIEWS: Identify, list, and define for the Department, in writing, the impact of all applicable construction codes, rules, regulations, environmental requirements, design reviews, and permitting procedures current as of the start of this schematic design Phase that will apply to the design of the proposed Project. Review with the Project Team the principal impacts on Project planning and incorporate these into the schematic design report and the Project cost/proposed construction schedule of Task 309.
- Task 303 CIVIL/SITE STAGING INVESTIGATION: The Professional shall retain a civil/site survey Consultant and a site geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services and prepare the site staging investigation survey instructions program(s) required to establish and execute a complete schematic site design appropriate to the Project/Program Statement. Analyze site staging investigation results and incorporate into the schematic site design. Coordinate a site-specific testing program to identify and/or confirm the Project site underground conditions and accurately specify contractual requirements. This includes, but is not limited to, access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Provide the Department with copies of all site investigation geotechnical test reports. Review conclusions and, upon request, explain their influence on the Project schematic design. Define the impact of the Project on adjacent buildings.
- Task 304 STRUCTURAL: Research, survey, define, and render all existing structural systems appropriate to the proposed Project. Show facility layout, applicable area floor loadings and basic elevations. Outline any existing principal structural system members and render and show the proposed structural system schematic design for renovations and additions.
- Task 305 MECHANICAL/HVAC/PLUMBING/UTILITIES: Research survey, define and render the schematic design basis for all proposed mechanical, plumbing systems, and utility systems appropriate to the Project. This includes but is not limited to all plumbing, HVAC, and other mechanical systems, equipment, and their respective loads. Define and render the schematic design capacities, sources, flows, and functions of all existing and/or proposed utility systems, including but not limited to steam, water, fuel, storm and sanitary sewers, and fire protection. Field-check and verify accessibility and space for all equipment on the proposed schematic design drawings. Confirm, in writing, to the Department, the availability of utility capacities at current or proposed connections. Contact applicable utilities for information on connections, connection permit requirements, fees, and schedules.
- Task 306 ELECTRICAL: Research, survey, define and render the schematic design basis for all proposed electrical systems appropriate to the Project.

This may include, but is not limited to utility service systems, primary and secondary distribution systems, building control systems, security systems, elevators, fire alarms, television, data, communications, and similar systems. Define sources, equipment capacities, and loads, including those for open office workstation/partitioning systems. Field-check and verify accessibility and space for all equipment on the proposed schematic design drawings. Confirm, in writing, to the Department, the availability of utility capacities at current or proposed connections. Contact applicable utilities for information on connections, connection permit requirements, required easements, transformers, fees, and schedules.

- Task 307 ARCHITECTURAL/ENGINEERING: Research, survey, define, and render the existing and proposed schematic design architectural and/or engineering building area layout appropriate to the Project/Program Statement. Show proposed applicable area/room space, finish treatment, uses, interrelationships, and principal building sections, elevations, and dimensions. Show principal building fire protection spaces and features. Consider sustainability in material, equipment, systems, and general design selections, provide LEED checklist, as applicable.
- Task 308 DRAFTING: Prepare and render proposed schematic design documents appropriate to the Project, on sheet size approved by the Project Director. Include all principal building/site utility systems. Coordinate the Project schematic design with all architectural and/or engineering design disciplines for completeness, accuracy and consistency, and conflict avoidance. The Professional shall field-check and verify the accuracy of all existing and proposed architectural and/or engineering drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.
- Task 309 PROJECT COST/PROPOSED CONSTRUCTION SCHEDULE: Evaluate the proposed schematic design against the estimated Project cost and design/construction schedule. Revise schematic design as required to produce a design within the Department's approved Budget. Prepare and submit a Project Budget based on the approved schematic design. Apply critical target dates to the Professional's Project Study, Design and Proposed Construction Schedule and submit to the Department for their review and approval.
- Task 310 SCHEMATIC DESIGN REVIEW: Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed schematic design documents, as necessary, to incorporate all requested design review comments. Obtain Department approval and sign-off prior to State/Client Agency sign-off, when requested by Project Director. Where legislative review is required, provide an additional one (1) electronic copy in PDF format of the Department approved proposed schematic design documents to the Department for distribution to the Joint Capital Outlay Subcommittee, in the format of the "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies, and Professional Service Contractors".

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

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

### PHASE 400 - PRELIMINARY DESIGN

Prepare progressive preliminary design documents to develop the Project based on the Project/Program Statement, and the approved schematic design and program, if applicable. Refine the schematic design documents as necessary to produce an acceptable preliminary design. The preliminary design and outline draft specification shall be complete and detailed enough to define the size, function, arrangements, spaces, location and operations of equipment, and materials comprising the principal design details of structures and systems. The proposed preliminary design documents and outline draft specifications shall clearly depict the Professional's proposed design intent of the Project's systems, materials, equipment, utilities, site improvements, and other elements through single-line diagrams, system layout drawings and developed plans and design details. The preliminary design thus achieved must constitute the complete basis for further detail into final design drawings.

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

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

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

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

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

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

- Task 402 SPECIFICATIONS: Prepare proposed preliminary design outline draft specifications for Divisions 00 through 49, in the current version of the Master Format Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the defined Project. Outline specifications will address sustainable design in materials selection.
- Task 403 CIVIL/SITE STAGING DESIGN/INVESTIGATION: If the Professional did not obtain a site specific geotechnical testing program for this Project and advise the Department during the Schematic Design Phase, they shall retain a civil/site survey Consultant and a geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services to prepare and provide a preliminary geotechnical site investigation and site staging design as directly related to the Project.

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

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

- Task 405 MECHANICAL/HVAC/PLUMBING/UTILITIES: Identify existing mechanical/heating, ventilating, and air conditioning equipment, plumbing systems, and utility systems.
   Calculate heat loss, heat gain, and other demands for all spaces. Determine ventilation requirements. Calculate total loads, identify, and size new equipment. Identify and/or calculate total utility loads. Include the needs of any existing building or system that is a part of, or interfaces with the Project, as well as those of the Project. Provide basic engineering design appropriate for all principal building components, utility systems and building systems, and all pre-engineered equipment suitable and appropriate for the proposed Project. Field-check and verify clearances for all proposed equipment and systems proposed. Prepare preliminary HVAC, plumbing, and utility drawings. Determine and prepare a list of required preliminary design drawings as related to the proposed Project. Review current, mechanical, plumbing and utility system codes and incorporate applicable requirements. Revise as required. Secure in writing, the approval of capacities and connections for the Project from the appropriate utilities/suppliers.
- Task 406 ELECTRICAL: Identify existing equipment and systems. Prepare load calculations, including electric loads for fixed, and movable, equipment, as appropriate to the defined Project. Determine electric service requirements and size major transformer and service equipment. Provide single line diagrams of primary service and distribution systems. Develop and outline basic equipment and distribution systems for lighting, power, building control, elevators, fire, security, television, data, communications, and other specialized systems of the Project. Coordinate design to incorporate design requirements for any open office workstation/partitioning systems.

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

- Task 407 ARCHITECTURAL/ENGINEERING: Prepare preliminary architectural and/or engineering drawings, appropriate to the proposed Project, to detail and define the Project. Coordinate design to incorporate design requirements for any open office workstation/partitioning systems. Determine and prepare a list of required preliminary design architectural and/or engineering drawings. Drawings will include plans, elevations, sections, and critical construction details in order that an accurate and detailed construction estimate can be provided. Depict sustainable design criteria and energy efficient design features of the Project, provide LEED Checklist, and provide summary calculations to demonstrate applicable compliance with the State of Michigan's current Energy Code requirements. Revise as required.
- Task 408 DRAFTING: Prepare and render the preliminary design architectural and/or engineering documents on sheet size approved by Project Director. Coordinate the preliminary design with related architectural and/or engineering design disciplines for completeness, accuracy and consistency and conflict avoidance. Prepare drawings using applicable State of Michigan standards as defined in the Department's "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies, and Professional Service Contractors" and DTMB DCD "Design and Construction Standards for Office Construction and Tenant Fit out" for all Project design disciplines. The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency, or any other Project related source.
- Task 409 COST ESTIMATE AND CONSTRUCTION SCHEDULE: Prepare an itemized Project construction cost estimate based on prevailing or reasonably predictable factors for the proposed bidding period. Recommend construction strategies, methods, and phasing. Identify long-lead items and any State of Michigan-furnished materials, equipment, systems, and furnishings, with procurement deadlines consistent with the proposed schedule and phasing. Prepare in bar chart format a detailed schedule of the design and proposed bidding and construction schedule, incorporating the information listed above.
- Task 410 PRELIMINARY DESIGN REVIEW: Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed preliminary design documents, as necessary, to incorporate all requested design review comments.

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

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

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

### PHASE 500 - FINAL DESIGN

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

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

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

Task 501 COORDINATION: Review approved preliminary design drawings with the Project Team and solicit revisions. Incorporate any revisions and design refinements. Present proposed final design documents to the State/Client Agency and the Department for their review at the 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

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

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

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

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

Task 503 CIVIL/SITE STAGING DESIGN: If the Professional did not obtain a site-specific geotechnical testing program for this Project and advise the Department during the Schematic Design Phase, they shall retain a civil/site survey Consultant and a geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services to prepare and provide a preliminary geotechnical site investigation and site staging design as directly related to the Project. Coordinate a site-specific testing program to identify and/or confirm the Project site underground conditions and to accurately specify the proposed construction contractual requirements. This includes, but is not limited to access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Determine and prepare a list of required civil/site drawings as related to the Project. Illustrate and coordinate any off-site work necessary for a completely functioning Project. Revise as required.

Soil Erosion and Sedimentation Control shall be implemented in accordance with the current edition of the Department's compliance manual and 1994 PA 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Submit final civil/site design drawings depicting Soil Erosion and Sedimentation Control measures to the Department's Soil Erosion and Sedimentation Control Program for review in accordance with 1994 PA 451, as amended. For DTMB managed projects, coordinate review submission with Project Director as plan review is completed within the Design and Construction Division.

Task 504 STRUCTURAL: Prepare and render complete structural final design documents.

- Task 505 MECHANICAL/HVAC/PLUMBING/UTILITIES: Prepare and render complete mechanical, plumbing, and utility system final design documents.
- Task 506 ELECTRICAL: Prepare and render complete electrical system final design documents.
- Task 507 ARCHITECTURAL/ENGINEERING: Prepare and render complete architectural and/or engineering final design documents. Assist the Department in the determination of and specification of furnishings, colors, and finish selections. Provide material finish and color board for final acceptance as required for the defined Project.
- Task 508 DRAFTING: Prepare complete final design architectural and/or engineering drawings for Bidding Documents on sheet size approved by Project Director using applicable State of Michigan standards as defined in the "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies and Professional Services Contractors." The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.

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

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

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

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

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

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

Except as otherwise provided for in this Contract, code compliance and plan review approval(s) shall be performed by the, the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Plan Review Division, and the Bureau of Fire Services. Code compliance and plan review approval fees shall be paid by the Professional as a reimbursable expense, unless otherwise provided for. Submit all modeling, testing, design data, and appropriate drawings and applications for all permits, tests, and approvals, which the Department is required to secure as a prerequisite authorization for the Project's approval. Submit Soil Erosion and Sedimentation Control plans/drawings to the Department's Soil Erosion and Sedimentation Control Program as the enforcing authority for this Project, no later than at the 90 percent final design stage.

Provide energy efficient design features and summary calculations to demonstrate Project compliance with the State of Michigan Sustainability requirements.

Submit documents for review in a timely manner allowing appropriate time for review/permitting processes by respective authorities, such that the Project schedule is not unnecessarily delayed. Assist the State/Client Agency to secure any appropriate construction code waivers.

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

- Task 511 CONSTRUCTION TESTING PROGRAM: Coordinate Project on-site survey and appropriate research to identify site specific abnormal construction conditions. Coordinate site specific geotechnical testing program of areas, consistent with the design and siting requirements. Identify and confirm the site underground conditions sufficiently to accurately specify the construction contractual requirements. Establish the required construction quality control and materials testing program. Define and specify the types of Project construction tests required, the approximate quantities to be tested and the projected cost thereof. Prepare quality control and material testing services program Bidding Documents for the construction quality control and material testing services. Testing services shall be estimated and identified as an authorized reimbursable expense item in this Contract.
- Task 512 HAZARDOUS MATERIALS: Where the Project involves work in an existing building and/or utility system, assist the Department to determine the scope of potential hazardous materials contamination that may require testing, abatement and/or removal by the Department, prior to the renovation and/or during the new construction work of the Project. Hazardous materials testing and removal for this Project will be performed by the Department by separate Contract unless specifically noted in the project scope. Coordinate the professional design services of this Contract with any hazardous material removal services required to implement this Project. Include for the Department's use, architectural and/or engineering drawings and specifications for all restoration work necessary following completion of the removal/abatement Project. Revise the final design drawings, specifications, and schedule, if necessary, to reflect the impact of the hazardous material removal/abatement on the existing State/Client Agency facility operations.
- Task 513 DESIGN AND CONSTRUCTION BUDGET: The Professional shall be responsible for all costs incurred by it, necessitated by for rebidding a Project if it is over Budget due to their design. Submit in writing the itemized estimate of the construction costs with each final design review. Include all construction Bid packaging and Phasing. Determine the amount and adequacy of any construction contingency. Upon submittal of the 90 percent complete final design documents, confirm an accurate itemized construction cost estimate in writing to the Department. Confirm that the total Project construction cost is estimated to be within the Project Budget.

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

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

- Task 514 CONSTRUCTION SCHEDULE: Determine the appropriate proposed construction schedule to be part of the Construction Contract. Consider all principal influencing factors, including, but not limited to, current and projected material delivery times, local labor contract periods, and other historical principal causes of delays.
- Task 515FINAL DESIGN BIDDING DOCUMENTS REVIEW: Provide complete final design documents review. When the<br/>final design is 50 percent complete, submit the final design documents to the Project team for their review. If the<br/>final design appears to exceed the Project Budget, review with the Department all cost reduction design options.<br/>Incorporate at 90 percent completion, all required design modifications applicable to the Project, and resubmit<br/>to the Project Director. Confirm in writing that the requirements of Tasks 509 and 510 have been met.

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

Task 516 CONSTRUCTION BIDDING AND CONTRACTING: Assist the Department in the construction bidding and contracting process. The State of Michigan will advertise for bids and issue construction documents on-line and award and hold the Construction Contract. Prepare (maximum of 6mb electronic PDF files) and distribute Bidding Documents to the Project Director as required to accommodate predetermined construction Bid packages and/or Phases. Conduct pre-bid meetings and issue pre-bid meeting minutes and bidder's lists. Issue Addenda to the Project Director as required for posting. Include in each Addendum complete specifications for the Project if such specifications are not part of the Bidding Documents.

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

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

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

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

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

Task 517 FINAL DESIGN CORRECTION PROCEDURES: Correct at no additional cost to the Department any design errors or omissions and/or other Project related deficiencies identified during the 600 and 700 Construction Phase. All reproduction costs for design interpretations, clarifications, and Bulletins related to the Professional's final design errors or omissions and similar or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rates. Provide design clarifications and interpretations of the Contract Documents requirements necessary to: (1) Adequately describe the Project work; (2) Adapt architectural and/or engineering final design documents during construction to accommodate field conditions identified during construction; (3) Refine design details that are not feasible and identified during construction; and (4) Comply with current construction/building codes, and all other Project related design and construction matters as may be necessary to produce a complete Project.

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

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

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

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

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

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

### PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

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

The Professional shall provide all required construction administration services and timely professional and administrative initiatives as the circumstances of the Project construction may require in order 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 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 Contractor's performance fails to meet the design interpretation of such references, and clearly explain where the Construction Contractor's performance fails to meet the design intent of the Professional's Contract Documents; and (3) Specify a time and date for the Construction Contractor to begin active and continuous work towards Contract compliance and a specific time and date for completion.

Potential Default: Upon notification by the Department of potential default by the Construction Contractor, where the Project Construction Contractor fails to adequately perform, the Professional shall proceed as follows: (1) Document the potential default, in writing, to the Construction Contractor, the Construction Contractor's surety and the Department; (2) Provide an explanation of the consequences of the potential default to the Project; (3) Provide the Department with a complete set of Project record documentation necessary to assist the Department in the legal implementation of the Construction Contractor's default action; (4) Establish an appropriate amount and withhold from payment certification of the associated line item(s), include a retainage

consisting of any costs expended for testing and other investigations necessary to establish unsatisfactory performance plus a contingency amount, adequate for the Department to correct such unacceptable performance by means other than the Construction Contractor; and (5) Notify the Construction Contractor and their surety, in writing, of the withholding.

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

- Task 607 PUNCH LIST PROCEDURES: Prepare and distribute Punch Lists for each Construction Contract. Prescribe a reasonable time schedule for completion of all construction Punch List items and identify an additional amount to be withheld from payment should standard closeout schedule of values be deemed insufficient to assure the Department sufficient funds to cover all costs as may become necessary to complete the remaining delinquent work. Distribute Punch Lists within five (5) business days of the final Inspection. Notify the Construction Contractor of any delinquent Punch List construction corrections and take appropriate action in accordance with Tasks 604 and 606.
- Task 608 CLAIMS: Evaluate and respond to any claims (in whole or in part) against the Department within five (5) business days of the receipt of such claim, in the Professional's office. Where any element of claims or subsequent litigation, are based, in whole or in part, upon any deficiency or delinquency in the Professional's services, the Professional shall provide, in a timely manner, all professional services necessary to defend the claim issue(s). No payment will be due for claim defense services accumulated under this Task until settlement or judgment of litigation concludes the claim issue. The claim settlement or judgment decision will be used as the basis for determining the Professional's obligation, if any, for the costs of such professional services and/or for any costs incurred by the Department for which performance by the Professional may be responsible or contributory. Billing under this claims Task will be in accordance with an appropriate Contract Modification and/or Contract Change Order.
- Task 609 AS-BUILT DOCUMENTS: Within forty-five (45) consecutive calendar days after receipt of properly prepared and submitted Construction Contractor annotated as-built documents, incorporate, and render them into the Professional's original Contract Documents for as-built documents. The Professional shall provide the Design and Construction Division with the following two (2) types of deliverable as-built documents for Project close-out:
   1) One (1) set of legible/reproducible bond copy completely updated and corrected, as-built records of the Contract Documents/architectural and/or engineering drawings; and 2) Two (2) electronic sets of completely updated and corrected as-built record close- out documents and architectural and/or engineering drawings, one in .pdf format and one in Auto CAD format that is "Auto CAD readable" and conforms to the American Institute of Architects (AIA) National CAD Standard format.

The as-built documents shall depict all construction modifications, additions, and deletions made either by Addendum, Bulletin, supplemental written instructions, and the written notations shown on the Construction Contractor's as-built drawings. The Professional's as-built architectural and engineering drawings shall be of such clarity, detail, and completeness that reference to other documents will not be required to describe or depict, the Project. The as-built documents shall be free of the Professional's original architectural and/or engineering final design errors and omissions. The Professional shall revise the final design as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final on-site Inspection. The Professional's services for the Task 609, As-Built Documents are not complete until: (1) The as-built architectural and engineering drawings have been verified, in writing, by the Professional to the Project Director as being accurate and complete; and (2) The as-built architectural and engineering drawings have been turned over and accepted by the Department's, Project Director in writing.

Task 610 CLOSE-OUT PROCEDURES: Maintain for the Project record a schedule of the Construction Contractor's required submittals for Project close-out. Review and approve or reject all submittals as appropriate.

Within forty-five (45) consecutive calendar days after Substantial Completion of the Project, after building or Project occupancy, verify to the Department's, Project Director in writing, that the following documents have been received: (1.) All Project code compliance approvals; (2.) Final Inspections; (3.) Final occupancy permits; (4.) Construction Contractor's as-built final design marked-up architectural and engineering drawings; (5.) Copies of "Operation and Maintenance Manuals" of the Project systems; and (6.) Equipment warranties and guarantees.

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

### PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

The Professional shall provide sufficient field Inspections of the Project to administer the construction Phase field services and its related construction Phase administration office services, as directly related to the degree of Project complexity and, up to and including full-time field Inspections. The construction field Inspections shall occur as the construction on-site field conditions and the Project may require and during the regularly scheduled twice a month progress meeting. The Professional shall use for their construction field Inspection services, only personnel having such professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The Professional agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

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

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

All construction progress Inspections shall be recorded in the form of a written report to the Department and the Construction Contractor within five (5) business days of the Project construction progress Inspection. The purpose of such Inspection/visitations includes, but is not limited to: (1) Achieve and maintain a working familiarity with the status, quantity, and quality of the Project construction work in place; (2) Determine if the

actual Project construction schedule progress is in accordance with the approved Project construction schedule; (3) Review the installation and determine the acceptability of preparations for, and installation of, pending critical construction components and activities; and (4) The Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify, in writing, to the Department's, Project Director and the Department Field Representative that the quantity and quality of all Project construction work is in accordance with the design intent of the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements.

- Task 704 PROBLEM SOLVING MEETINGS: Conduct and record problem solving meetings between the Professional and the Professional's Consultants, the Construction Contractor(s), their Subcontractors, the Department, the Project Director and the Department Field Representative, and any construction managers and other affected parties on-site or elsewhere to assess the construction work progress and provide design interpretation decisions to resolve problems affecting the construction work. These problem- solving meetings shall be scheduled as the construction field conditions and the Project may require, and/or shall be at such time as the Construction Contractor(s), the Professional, the Department, the Project Director, the Department Field Representative and any construction manager agree is appropriate to the Project construction work progress. Non-scheduled or emergency meetings shall be held at such time as necessary to maintain the schedule of various work items and to avoid delays in the Construction Contract completion date.
- Task 705 PROGRESS MEETINGS: Conduct and record scheduled Project construction progress meetings (twice a month) with the Project Director, the Department Field Representative, the State/Client Agency, the Construction Contractor(s), and any construction manager. Assess Project construction work progress and provide timely, administrative actions as necessary to maintain the Project construction work on schedule and respond to and resolve all design related and construction items affecting the Project construction cost and be in compliance with the design intent of the Contract Documents, in accordance with Tasks 513 and 514.
- Task 706 FINAL PROJECT INSPECTION: Conduct final construction field Inspections of the Project, in concert with the Construction Contractor(s), the Project Director, the Department Field Representative, the State/Client Agency, and any construction manager. Final Project field Inspections shall be conducted to witness and record equipment start-up and all testing, to verify, in writing, that each Construction Contractor has achieved Substantial Completion, to prepare Punch List(s) items, and to determine the status of any part of the Project construction work where the Department intends to take beneficial use or occupancy. Verify to the Project Director and Department Field Representative, in writing, the completeness and accuracy of the Construction Contractor's as- built drawings during the Project construction Phase Field Inspection(s) and identify any corrections required. The Professional shall revise the final as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final Inspection. Determine to the extent possible that the Project has been constructed in accordance with the design intent of the Professional's Phase 500 Contract Documents/architectural and/or engineering drawings and specifications requirements and that all equipment and systems function without defects.

#### ARTICLE II COMPENSATION

In consideration of the performance of this Contract, the Department agrees to pay the Professional, as compensation for professional services, an hourly billing rate for each employee providing a direct service to this Project, on a not-to-exceed basis as specified herein, subject to subsequent modification mutually agreeable to the parties hereto; provided, however, the Professional may not incur costs, or bill the Department, for professional services in excess of the estimates established for this Project without the prior written agreement of the Department. The attached proposal prepared by the Professional in response to the Request for Proposal, by the Owner, may describe methodology, services, schedule, and other aspects of the work to be performed under the Contract but does not supersede the Contract.

Compensation to the Professional shall be on an hourly billing rate basis for professional services rendered by salaried and nonsalaried professional, technical, and non-technical support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the amount authorized for that Phase, unless authorized in writing by the Department's approved Contract Change Order. Professional services shall not be performed, and no Project expense shall be incurred by the Professional prior to the issuance of a written and signed Professional Services Contract and a DTMB Form 0402 - Contract Order by the Department to the Professional, authorizing the Professional to start the Project work.

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

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

- 2.1 PREMIUM TIME/OVERTIME: This Contract anticipates that no premium or overtime is required to achieve this Project's scope of work. No compensation will be allowed to the Professional for any premium or overtime cost incurred to achieve the Project schedule of this Contract, unless directed in writing by the Project Director.
- 2.2 EMPLOYEE HOURLY BILLING RATES: Hourly billing rates will include all direct and indirect monetary costs to the State for the Professional's services under this Contract other than the authorized and approved reimbursements. Hourly billing rates shall be based on the Professional's documented historical operating expenses and adjusted for Project specific costs. In no case shall this documentation period include more than eighteen (18) months prior to the date of award of this Contract. The Professional may not provide different hourly billing rates for the same individual for different Phases.

No lump-sum subcontracts for the professional services of any employee may be billed against this Contract. Any employee associated with this Project who performs the professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate. The hourly billing rate charge of any employee may be changed by the Professional with a written and Department approved Contract Modification during the life of this Contract to account for normal personnel pay increases.

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

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

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

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

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

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

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

The Professional shall be responsible for the selection of the supplier of their professional services or materials, the coordination, adequacy, and application of their professional services, whether provided by the Professional's staff or provided by their Consultant, and therefore responsible for any Project costs that exceed the Contract per Phase reimbursement Budget.

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

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

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

### ARTICLE III PAYMENTS

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

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

This includes, but is not limited to:

- a) Phase Numbers for the professional services provided.
- b) Professional's personnel and position/classification providing service and hours worked
- d) Current hourly billing rate charges for each individual position/classification.
- e) Copy of certified on-site visitation log or site visit report showing time on-site.

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

Commercial General Liability Insurance				
Minimum Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	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 2010 07 04 and CG 2037 07 04.			
Umbrella or Excess Liability Insurance				
<u>Minimum Limits:</u> \$2,000,000 General Aggregate	Professional must have their policy follow form.			
Automobile Liability Insurance				
Minimum Limits: \$1,000,000 Per Accident	Professional must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.			
Workers' Compensation Insurance				
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.			
Employers Liability Insurance				
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.				
Professional Liability (Errors and Omissions) Insurance				
Minimum Limits: \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate Deductible Maximum: \$50,000 Per Loss				
Environmental and Pollution Liability (Errors and Omissions) ***				
Minimum Limits: \$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 \*\*\*)

### ARTICLE VI INDEMNIFICATION

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

In addition, should the equipment, software, commodity, or services, or its operation, become or in the State's or Professional's opinion be likely to become the subject of a claim of infringement, the Professional shall at the Professional's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Professional, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Professional, (iii) accept its return by the State with appropriate credits to the State against the Professional's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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

### ARTICLE VII OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

### ARTICLE VIII TERMINATION

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

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

# ARTICLE IX SUCCESSORS AND ASSIGNS

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

# ARTICLE X GOVERNING LAW

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

### ARTICLE XI NONDISCRIMINATION

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

- a) 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.
- b) 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.
- b) 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.
- c) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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 price 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 authorizing a Professional to: (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 will enter into a Professional Services Contract for the professional services described in the various Phases of this Contract; and that (2) The proper three (3) sets of 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 made a determination 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	ACCOUNTING TEMPLATE	PROPOSAL DUE DATE	
Various	Various	Thursday, March 11, 2021	
CLIENT AGENCY			
Department of Technology, Management and Budget			
PROJECT NAME AND LOCATION			
2021 Indefinite Scope Indefinite Delivery (ISID) for General Professional Design Services			
PROJECT ADDRESS (if applicable)			
Various			
CLIENT AGENCY CONTACT			TELEPHONE NUMBER
DTMB - DCD PROJECT DIRECTOR		TELEPHONE NUMBER	
Tim Hall			517.881.4173
WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:			

No Pre-Proposal Meeting or Walkthrough will be held.

#### MANDATORY (Check box if Mandatory)

#### PROJECT DESCRIPTION/SERVICES REQUESTED

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

Please NOTE:

- Proposal responses MUST also be uploaded to SIGMA VSS. Please enter \$1.00 total cost as proposal amount. Additionally, hard copy proposals MUST also be received by 2:00 p.m., local time on the date due to be considered responsive and responsible.
- Please remember that individual attachments can be no larger than 6mb.
- If you experience issues or have questions regarding your electronic submission, you must contact the SIGMA Help Desk for assistance. They can be reached by telephone at 888.734.9749 or by email at <u>sigma-procurement-helpdesk@michigan.gov</u>
- Vendors are reminded to keep our office apprised of SIGMA VSS issues and to include your SIGMA ticket number when
  communicating with our office. Emailed submissions will need prior 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.

#### **NIGP CODES**

90607, 90610, 90632, 90638, 90642, 90644, 90646, 90648, 90658, 90672, 92507, 92531, 92540, 92588 DESIRED SCHEDULE OF WORK

Dependent on the assigned project.

ACCEPTING RFP QUESTIONS UNTIL: 12:00 p.m., local time on Thursday, March 4, 2021

Please do not submit online questions via VSS. ALL questions should be emailed to Tim Hall at hallt2@michigan.gov

REFERENCE STANDARDS: This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (DCH, 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)



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	February 2, 2021
PROJECT NAME 2021 Indefinite Scope Indefinite Delivery Request for Proposal for General Professional Design Services (Architectural Engineering, Landscape Architecture)	FILE NUMBER
PROJECT DIRECTOR	PROPOSAL DUE DATE:
Tim Hall	Thursday, March 11, 2021

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

Please replace Questionnaire posted on January 25, 2021 with the Questionnaire posted today with a revision date of 210202

End

APPROVED BY: Tim Hall PROJECT DIRECTOR DATE February 2, 2021



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

## REQUEST FOR PROPOSAL ADDENDUM NO. 2

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	March 5, 2021
PROJECT NAME	FILE NUMBER
2021 Indefinite Scope Indefinite Delivery Request for Proposal for	
General Professional Design Services (Architectural Engineering,	
Landscape Architecture)	
PROJECT DIRECTOR	PROPOSAL DUE DATE:
Tim Hall	March 11, 2021

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

Below are the questions received and Design and Construction's response

Q1 – Are we required to keep the questionnaire in the word document and format or can we recreate it to match our overall proposal style / font. No information will be cut or excluded.

Response – As long as the DTMB logo, wording, and order are maintained, you may modify the document to match your overall proposal style / font.

Q2 – Under the Article 1 Business Organization section requests submitting firms to list "partnering organizations". If one or more partnering organizations are listed and the intent is that those firms will be providing services beyond what the primary firm offers, should the resumes of team members from the partnering organizations be included in Part I Technical Proposal (II-2 Personnel)? Likewise, should cost information be provided for those team members?

#### Response – Yes

Q3 – In the Technical portion of the RFP, it appears there are two requests for similar information.

- 1. Address programing, schematic and design development phases, construction documentation and construction inspection.
- 2. Management Summary, Work Plan and Schedule

Response: There are two separate and distinct responses requested, first, as part of Understanding of Projects and Tasks it is requested that you address programming, schematic and design development phases, construction documentation and construction inspection as part of your broader understanding of the tasks and how they may be likely related to ISID project assignments expected by this RFP; second, is a broader and more detailed explanation of your Management Summary, Work Plan and Schedule to ensure the success of projects expected to result from this RFP.

APPROVED BY:

Tim Hall

## **APPENDIX 2**

## PROFESSIONAL'S PROPOSAL





Image: Second stateResponse to Request For ProposalsProposal - 2021 ISID General Professional Design Services<br/>Architecture, Engineering, Landscape Architecture



March 11, 2021



March 11, 2021

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

## Re: 2021 Indefinite-Scope Indefinite-Delivery – Request for Proposal General Professional Design Services (Architecture, Engineering, Landscape Architecture)

Dear Ms. Watros:

DLZ Michigan, Inc. is pleased to submit our proposal to demonstrate our experiences and qualifications to perform professional design services associated with this Indefinite-Scope Indefinite-Delivery (ISID) contract with the Michigan Department of Technology, Management, and Budget (MDTMB).

DLZ is a full-service, multidisciplinary architectural/engineering Minority-Owned Business Enterprise (MBE) that has, for over 100 years, provided quality professional services throughout Michigan and the Midwest. Through this period, DLZ has established a reputation for quality in investigating, evaluating, designing, and preparing the plans and specifications for a variety of project types, including a full range of project complexities.

The DLZ team is uniquely qualified for this project because we possess experience and knowledge of similar ISID contracts for capital improvement projects at public-use facilities throughout the Midwest. Drawing upon on depth of experience, combined with our technical expertise allows the DLZ team to effectively approach and manage anticipated projects. As you review our qualifications, we trust that key characteristics of our team will become apparent:

- **Project Understanding** DLZ understands the nature of anticipated projects that may be assigned, demands that are placed on staff in executing multiple simultaneous work orders, and the need to be flexible, communicate and integrate the MDTMB and Client Agency staff, operations and procedures.
- Design Capacity and Strength DLZ is composed of over 700 qualified professionals who are available to meet your projects specific needs. Complete architectural, landscape architecture, structural, mechanical, plumbing, fire protection, electrical, civil engineering, environmental, survey, construction inspection services are provided for a successful project that is developed on schedule, within the established budget, and to the level of quality that the MDTMB expects. DLZ's full-service ability allows informed decisions to be made and appropriate design solutions developed within a timely manner.
- Project Process and Approach DLZ has a long, successful history in working with various federal, state, and local government agencies. For example, DLZ currently holds indefinite delivery contracts with several governmental agencies such as the United States Postal Service (USPS), United States Property and Fiscal Office (USPFO), Lansing Community College, Wayne County Airport Authority, and many others. We understand the procurement and administrative process and the necessary approach in project development and delivery for similar contracts.

Ms. Anne Watros Department of Technology, Management & Budget State Facilities Administration Design and Construction Division 3111 West St. Joseph Street Lansing, MI 48917 Page 2 of 2

- Key Staff Mr. Eric T. Beaulieu, AIA, LEED AP, has been assigned as the Project Manager for this contract. Mr. Beaulieu is a seasoned professional architect, with experience in indefinite scope and delivery contracts. Mr. Beaulieu is based in our Lansing office, which allows him to respond to your needs and to the necessary demands of the assigned projects.
- Quality Management DLZ has emphasized Quality Management into the overall culture and working environment
  of our employees. DLZ's is known for its personal service, responsiveness, and teamwork. Our goal is to exceed
  your expectation and provide a high level of service which allows our team to partner with the MDTMB and Client
  Agencies in their operations. Over 85% of DLZ projects involve repeat clients, which is a testimony to our personal
  service and attention of staff to provide a quality project, on budget, and on schedule.
- Commitment DLZ is located in Lansing, Michigan with additional offices in Kalamazoo, St. Joseph, Melvindale, Waterford, Port Huron, Muskegon, Flint, and Detroit. DLZ has remained in Michigan for the past 65 years. Our employees are part of the areas' communities and have a vested interest in securing this work and successfully completing each project.

DLZ appreciates this opportunity to present our qualifications. Thank you for our past Indefinite Scope-Indefinite Delivery contract and recent project assignments; we look forward to continuing our relationship with Michigan Department of Technology Management and Budget. If you have any questions do not hesitate to contact our office. DLZ has received Addendum 1 and 2.

Very Truly Yours,

#### **DLZ MICHIGAN, INC.**

Manoj Sethi, P.E. President

Eric Beaulieu, AIA, LEED AP Principal Architect

1425 Keystone Ave, Lansing, MI 48911-4039 OFFICE 517.393.6800 ONLINE WWW.DLZ.COM



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## **PART I: TECHNICAL PROPOSAL**



## SECTION 1 UNDERSTANDING OF PROJECT AND TASKS

## GENERAL INFORMATION



#### INNOVATIVE IDEAS EXCEPTIONAL DESIGN UNMATCHED CLIENT SERVICE

## SERVING PUBLIC AGENCIES FOR OVER 100 YEARS

**DLZ is a full-service, minority-owned professional architectural and engineering consulting firm** dedicated to providing innovative planning and design solutions to both public- and private-sector clients. DLZ has a **long history of providing services to public and state agencies** throughout the Midwest. Embracing a multidisciplinary approach, DLZ applies the collaborative strengths of architects and engineers working together to deliver projects that are cost effective, functional, and aesthetically pleasing. DLZ has nine offices in Michigan, including Lansing, Detroit, Melvindale, Muskegon, Port Huron, Waterford, Flint, Kalamazoo, and Saint Joseph.

DLZ has performed similar work on a wide variety of architectural/engineering renovation projects, including work for various public and state agencies. As a *multidisciplinary, full-service firm*, we are able to offer a broad range of capabilities and services to our clients, all with the use of experienced and registered personnel. Members of the proposed project management team and the design team are very experienced in all aspects of the work involved in performing architectural and engineering projects. Over the last 30 years, DLZ has developed a **strong working relationship with the State of Michigan** and has successfully completed many projects throughout the state. Our team's experience matches up well with the key elements of the proposed contract.

Full Service Capabilities

- Architecture/Building Engineering
- Landscape Architecture/Planning
- Water Resources Services
- Transportation Services
- Construction Management

DLZ Michigan, Inc. 1425 Keystone Avenue Lansing, Michigan 48911

Federal ID #35-1291652

Corporation, licensed and incorporated to operate and practice in the State of Michigan

Certified Minority-Owned Business Enterprise





2016 MBA Excellence in Construction Award

DI 7

South Bend Armed Forces Reserve Center

- Renewable Energy Services
- Environmental Services
- Geotechnical Services
- Program Management Services
- Survey and Testing Services



## WE UNDERSTAND **PUBLIC SECTOR 98%** OF OUR WORK IS FOR PUBLIC SECTOR CLIENTS INCLUDING FEDERAL, STATE, AND LOCAL MUNICIPAL PUBLIC AGENCIES

## WE UNDERSTAND STATE OF MICHIGAN 31% OF OUR WORK HAS BEEN FOR THE STATE OF

MICHIGAN IN THE LAST 5 YEARS. AS OUR BIGGEST CLIENT, WE UNDERSTAND YOUR PROCESS AND EXPECTATIONS



We are confident that the DLZ team offers the qualifications and capabilities to best provide architectengineer professional design services for the State of Michigan. We can readily offer a **dedicated project team**, experienced with similar projects that are supported by the necessary resources to perform all work in a **timely and cost-effective manner.** Our significant evaluation factors include:

- DLZ's depth and long history of experience with public agency facility projects.
- Our Project Manager, Eric Beaulieu, AIA, has experience coordinating multi-disciplinary design teams required for a wide variety of projects. Mr. Beaulieu has all of the necessary expertise and depth of experience to complete this project by drawing from our team of in-house architectural and engineering staff.
- DLZ's past record of performing quality work on time and within budget is demonstrated by our client performance evaluations and our firm's high percentage of repeat business.

## WE UNDERSTAND



YEARS

# CLIENT NEEDS

WORK IS FOR REPEAT CLIENTS. WE MEET AND EXCEED CLIENT EXPECTATIONS BY DELIVERING QUALITY PROJECTS ON TIME AND ON BUDGET.

## UNDERSTANDING OF PROJECT AND TASKS

DLZ's client base concentrates on the governmental and institutional market. More than 95% of projects are publicly funded projects. We understand the need to be fiscally responsible and provide overall quality. In addition, a majority of projects involve renovations and system/equipment upgrades associated with facility maintenance and alteration projects. As a full-service, **multi-disciplinary engineering/architectural Minority-Owned Business Enterprise (MBE**), DLZ Michigan, Inc. has provided quality professional services throughout Michigan and the Midwest for over 100 years. Through this period, DLZ has established a reputation for quality in investigating, evaluating, designing, and preparing the plans and specifications for a variety of project types, sizes, and complexities.

The DLZ team is well suited for this contract because we possess experience and knowledge of similar Indefinite Scope– Indefinite Delivery Contracts for capital improvement projects at public-use facilities throughout the Midwest. Drawing upon our experience and combining with technical expertise allows us to effectively approach and manage anticipated projects.

Through the depth of our similar experience, DLZ understands the nature of anticipated projects that may be assigned and the demands that are placed on staff in executing multiple simultaneous work orders, and the need to be flexible, communicate and integrate the MDTMB and Client Agency staff, operations and procedures.

DLZ employs over 700 qualified professionals who are available as appropriate to meet your projects specific needs. Complete architectural, landscape architecture, structural, mechanical, plumbing, fire protection, electrical, civil engineering, environmental, survey and construction inspection services are available for successful projects that are developed on schedule, within the established budget, and to the level of quality that the MDTMB expects. DLZ's **full-service** ability allows informed decisions to be made and appropriate design solutions developed within a timely manner.

## EXPERIENCE WITH CONTRACTS OF SIMILAR NATURE

DLZ has a long and successful history in providing infinite delivery service contracts for various federal, state, and local governmental agencies. The following is a partial list of contracts of a similar nature:

- Michigan DTMB ISID Contract
- United States Postal Service (USPS), Great Lakes Facilities Service Office (FSO)
- United States Property and Fiscal Office (USPFO) for Michigan, Lansing, Michigan
- United States Army Corps of Engineers, Multiple Districts
- Wayne County Airport Authority, Romulus, Michigan
- Lansing Community College, Lansing, Michigan
- Lansing Housing Commission, Lansing, Michigan
- U.S. Steel, Gary, Indiana and Detroit, Michigan
- Michigan Department of Military and Veterans Affairs (MDMVA)
- 2008 EGLE Level of Effort (LOE) Contract
- Board of Water and Light As-Needed Architecture/ Engineering Services, Lansing, Michigan
- Michigan Department of Transportation (multiple contracts)
- City of Grand Rapids, Michigan (multiple contracts)
- Detroit Water and Sewer District
- Van Buren County, Michigan
- City of Kalamazoo Environmental Services As Needed
- Michigan State Housing Development Authority (MSHDA) As-Needed Environmental Review Consultants
- Oakland County Water Resources Commission

## WHY IS DLZ THE BEST SUITED FIRM?

- Our team's depth of experience with a wide variety of State of Michigan agency projects.
- Our team fully understands the nature of this effort and the need to work in a flexible, integrated manner with MDTMB representatives and end users.
- Our team incorporates all of the disciplines required for this contract including qualified architects and engineers in each design discipline registered in the State of Michigan.
- This projects will be staffed with an experienced, quality team with a history of working together on a variety of projects.
- DLZ has been providing service in the State of Michigan for more than 66 years and are committed to this working relationship.
- We understand the procurement and administrative process in developing quality projects.
- DLZ is known for its personal service, responsiveness, and teamwork. Our key senior staff will be personally involved with your work and make certain that your expectations are met. Our staff will provide a Quality project, on Budget, and on Schedule.

## SECTION 2 PERSONNEL

DLZ staff members are very knowledgeable in the elements and issues involved in the investigation, programming, design, and construction of a wide variety of project types, sizes, and complexities. In the unlikely event that any proposed individual cannot fulfill his or her project responsibilities, we will identify additional staff with equivalent qualifications and experience, and submit that information to the MDTMB for review and approval. Based on MDTMB approval, this new staff member will become a part of the project team. We are able to provide additional resources based on the multidisciplinary nature of our firm, as well as the depth, experience, and size of our organization. The following is a list of professional staff members proposed for the successful completion of your project. Key project personnel are shown below with an asterisk and resumes detailing their project experience are included in the following pages.

## **ORGANIZATIONAL CHART**



Jeffery K. Hirsch, PLA, LEED AP Craig G. Hudson, PLA, ASLA



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## RESUMES

Resumes for key project personnel, shown on the organizational chart with an asterisk, are included on the following pages to detail their experience with projects of a similar nature to the categories listed in Article 2: Project Types and Services Offered of the MDTMB Questionnaire for Professional Services.

Billing Rate Information for DLZ staff is included in Part II: Cost Proposal.

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Master of Architecture, College of Architecture and Design, Lawrence Technological University (LTU), 2003

B. S. Architecture, College of Architecture and Design, LTU, 1999

#### REGISTRATIONS

**Registered Architect** Michigan, 2005, #1301052443; Colorado, 2018, #ARC.00405392; Delaware, 2013, #S5-0007947; District of Columbia, 2018, #ARC200443; Illinois, 2006, #1019465; Indiana, 2006, #AR10600031; Iowa, 2020, #07964; Kentucky, 2006, #6027; Maryland, 2018, #19402; Minnesota, 2019, #57634; Missouri, 2011, #2011006164; Montana, 2020, #19789; Nebraska, 2018, #A-4898, New Jersey, 2013, #21A101952300; North Carolina, 2018, #14270; Ohio, 2006, #14007 Pennsylvania, 2013, #4706362; Tennessee, 2018, #106205; Wisconsin, 2011, #11054-5

National Council of Architectural Registration Boards (NCARB), 2005, #60222

**CERTIFICATIONS** LEED Accredited Professional, U.S. Green Building Council, 2009

AFFILIATIONS American Institute of Architects

#### ERIC T. BEAULIEU, AIA, LEED AP

PRINCIPAL ARCHITECT/PROJECT MANAGER

Mr. Beaulieu's 21 years of experience includes project management, design, preparation of construction documents, multi-discipline coordination, code analysis, cost analysis, bidding, and construction administration. Mr. Beaulieu has acquired experience in a wide variety of project types including renovations and new construction of all sizes and levels of complexity. Most notably, his architectural experience includes projects for a broad range of federal, state, and local public agencies. Mr. Beaulieu contributes a significant role to the project team and offers a practical and proactive approach to problem solving and project coordination.

#### **RELEVANT PROJECT EXPERIENCE**

- Michigan DTMB Indefinite Service Indefinite Delivery (ISID) Architecture and Engineering Services Contract, Various Locations. Project Manager, Architect. (2013-Present)
- Michigan DTMB Indefinite Service Indefinite Delivery (ISID) Design-Build Contract for Tenant Fit-out Renovation Projects, Various Locations. Design-Build with Laux Construction. Architect. (2014-Present)
- Michigan DTMB, Michigan Lottery Building Interior Renovation, Lansing, Michigan. Design-Build with Laux Construction. Architect. (2014)
- Michigan DTMB, Michigan State Laboratory Building Security Improvements, Lansing, Michigan. Design-Build with Laux Construction. Architect. (2014)
- Michigan DTMB, Gus Harrison Correctional Complex Roof Restoration Project, Adrian, Michigan. Architect. (2014-2015)
- Michigan DTMB, Camp Grayling Army Airfield Rotary Wing Aircraft Hangar, Grayling, Michigan. Project Manager/Architect (2017)
- Michigan DTMB, General Services Building, Roof Replacement, Dimondale, Michigan. Architect (2017)
- Michigan Department of Transportation, Metro Region Office Renovation, Southfield, Michigan. Design-Build with L.D. Docsa and Associates. Architect. (2014)
- Michigan Department of Transportation, Bureau of Field Services Combined Facility Programming and Feasibility Study, Lansing, Michigan. Project Manager, Architect. (2014)
- Michigan DTMB, Michigan State Police Annex, HVAC/Exhaust System Study, Dimondale, Michigan. Quality Manager (2017)





**EDUCATION** M.A. Architecture, University of Michigan, 1999

B.A. Political Science, University of Michigan, 1992

International Study Abroad – Architecture and Design Semester, University of Copenhagen, 1992

Residential College, Intensified German Language/Literature, 1989-1990

#### REGISTRATIONS

Registered Architect: Michigan #1301052960, 2005

National Council of Architectural Registration Boards (NCARB)

Historic Architect; KY

AFFILIATIONS American Institute of Architects

#### SPECIAL AWARDS

Historic District Commission's Restoration Award for Historical Residence, Ann Arbor, Michigan, 1999

Historical residence featured on HGTV's Old Homes Restored, Episode #113, 2001

## LAURIE A. FREY, AIA

ARCHITECT

Ms. Frey has more than 20 years of experience as a NCARB-certified and licensed architect with a diverse project background including public agency work, retail, housing, hospitality, urban design, preservation and adaptive reuse. She contributes at a high level while still closely involved in all aspects of the architectural project from conceptual design and planning through construction administration and project finalization. She also successfully manages project teams to produce quality documents in accordance with the tightest project deadlines while working directly with the management team of client organizations to define project scope, projected hours, deliverables, deadlines, liability considerations and additional services. Ms. Frey has excellent communication and organizational skills which generate effective team management, strong client partnerships, and outstanding project outcomes.

#### PROJECT EXPERIENCE

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- City of Detroit, DDOT Coolidge Maintenance Facility, Detroit, Michigan. Project Architect. Architectural/Engineering Services for the Coolidge site that consists of approximately 19 acres. DLZ will provide a comprehensive feasibility study for DDOT and provide architectural design solutions and bid documents to allow for the consolidation and relocation efforts corresponding to the feasibility study. (2019)
- West Bloomfield Township Hall, Police Station, Water and Sewage Building, Fire Stations, West Bloomfield, Michigan. Performing building condition assessments for architectural systems, exterior envelope, and ADA compliance. Existing facilities range from 7,000 to 30,000 square feet, primarily consisting of administrative spaces, retention spaces and shoot range, maintenance and vehicle storage, and fire apparatus bays. The project will identify recommended capital improvements and renovations that better serve the operational needs of the County. (2020)
- Wayne County Medical Examiner's Building, Detroit, Michigan. Performing building condition assessment for architectural systems, exterior envelope, and ADA compliance. The existing facility is a 42,500 square foot facility, primarily consisting of administrative offices and medical spaces such as an autopsy facility and laboratories. The project will identify recommended capital improvements and renovations that better serve the operational needs of the County. (2020)
- United States Postal Service, Indefinite Quantity Contract, Various Locations. Architect for various investigative studies, facility assessments, and interior renovation projects for postal facilities. Through this contract, DLZ has completed projects for over 200 postal facilities in Michigan, Ohio, Indiana, and Illinois. Ms. Frey is part of the core team of designers and architects involved in this contract. (2019 Present)



EDUCATION Master of Architecture, Georgia Institute of Technology, 1998

B.S. Architecture, University of Maryland, 1994

#### REGISTRATIONS

Registered Architect Michigan, 2003, #1301050742; District of Columbia, 2018, #ARC200659; Georgia, 2018, #RA015446; Illinois, 2003, #1018647; Indiana, 2003, #10300136; Kentucky, 2005, #5941; New Jersey, 2009, #21AI02139300; Ohio, 2003, #A0313397; Virginia, 2001, #11541; National Council of Architectural Registration Boards (NCARB), #66430

#### CERTIFICATION

LEED Accredited, U.S. Green Building Council, 2005

#### AFFILIATIONS

American Institute of Architects (AIA)

SKILLS/TRAINING PSMJ Project Manager Training, 2015

#### JASON C. VETNE, AIA, LEED AP

QUALITY MANAGER

Mr. Vetne is a registered architect and LEED Accredited Professional with over 20 years of experience in all phases of architectural practice including project management, programming, design, construction documentation, specifications, and construction administration. Mr. Vetne has a broad range of experience in the design and management of public sector projects of various size and complexity, with a specialized expertise in public safety and judicial facilities.

#### **PROJECT EXPERIENCE**

• Kent County Juvenile Detention Center Addition and Renovation, Grand Rapids, Michigan. Architect. (2017)

• Wayne County Facilities Assessment (Jail Division I, Jail Division II, Jail Division III, and the Hall of Justice), Detroit, Michigan. Project Manager. (2015)

• Wayne State University, Mathaei Center Fitness Addition, Detroit, Michigan. Architect. (2017)

• Van Buren County Jail Addition and Renovation, Paw Paw, Michigan. Project Manager/Architect. (2017)

• Van Buren County, Programming Study, Van Buren County, Michigan. Comprehensive program assessment of select County agencies totaling approximately 240,000gsf. Project Manager and Project Architect. (2015)

• Van Buren County, District Court West, HVAC Replacement Project, South Haven, Michigan. Renovation Project. Project Manager and Project Architect. (2015)

• Van Buren County, District Court and Annex Lobby Addition Project, Paw Paw, Michigan. Renovation Project. Project Manager and Project Architect. (2015)

• Van Buren County, Department of Human Services HVAC Replacement Project, Hartford, Michigan. Renovation Project. Project Manager and Project Architect (2013)

- Van Buren County, Facility Assessment, Space Needs, and Feasibility Study, Van Buren County, Michigan. Comprehensive assessment of select County agencies totaling approximately 240,000gsf. Project Manager and Project Architect (2012)
- Gerald R. Ford International Airport, Primary Communication Center and ARFF Feasibility Study, Grand Rapids, Michigan. Project Manager and Architect (2019)
- Saginaw County Facilities Assessment, Saginaw. Michigan. Project Manager and Architect. (2019)





Master of Architecture, Andrews University, 2004

Bachelor of Science in Architecture, Andrews University, 2003

Associate Degree, Applied Sciences-Architectural Engineering Technology, ITT Technical Institute, 1996

#### CERTIFICATIONS

Leadership in Energy and Environmental Design (LEED AP), 2009

MIOSHA Fall Protection Training, DLZ Certification, 2005

Total Building Envelope Management Solutions Certification, 2004

AFFILIATIONS American Institute of Architects (AIA), Associate AIA

SKILLS/TRAINING PSMJ Project Manager Training, 2015, 2008

## SCOTT D. LAUBENTHAL, LEED AP, ASSOCIATE AIA

PROJECT MANAGER/DESIGNER

Mr. Laubenthal has 20 years of architectural experience with DLZ that includes all phases of architectural practice including feasibility studies, technical reports, project design, multi-discipline coordination, quality control, preparation of construction documents and code analysis, cost analysis, and construction administration. He also has acquired experience in a wide variety of project types and sizes including renovations and new construction projects. Mr. Laubenthal contributes a significant role to the project team and offers a practical and proactive approach to problem solving and project coordination.

#### **RELEVANT PROJECT EXPERIENCE**

• Michigan DTMB Indefinite Service Indefinite Delivery (ISID) Design-Build Contract for Tenant Fit-out Renovation Projects, Various Locations. Design-Build with Laux Construction. Project Manager. (2014-2016)

• Grand Rapids Office Building Renovations, Michigan Department of Technology, Management and Budget (MDTMB), Grand Rapids, Michigan. Design-Build with Laux Construction. Project Manager (2017)

• State Lab Security Improvements, Michigan Department of Technology, Management and Budget (MDTMB), Lansing, Michigan. Design-Build with Laux Construction. Project Manager (2016)

• Lottery Building Renovations, Michigan Department of Technology, Management and Budget (MDTMB), Lansing, Michigan. Design-Build with Laux Construction. Project Manager (2014)

• Michigan DTMB, Michigan State Police Annex, HVAC/Exhaust System Study, Dimondale, Michigan. Project Manager (2017)

• Gus Harrison Correctional Facility Roof Restoration and Replacements, Michigan Department of Technology, Management and Budget (MDTMB), Adrian, Michigan. Project Manager (2015)

Michigan Department of Transportation, Metro Region Office
 Renovation, Southfield, Michigan. Design-Build with LD Docsa. Project Manager (2014)

- Record Center Building Renovations, Michigan Department of Technology, Management and Budget (MDTMB), Lansing, Michigan. Project Designer (2011)
- Michigan DTMB Secondary Complex General Services Building Roof Replacement, Dimondale, Michigan. Project Manager. (2018)



Bachelor of Science, Architectural Studies, Southern Illinois University, 2011

Master of Architecture, University of Illinois at Urbana/Champaign, 2013

#### REGISTRATIONS

Registered Architect: Indiana, 2019, #AR11900193 Michigan, 2019, #1301069674

AFFILIATIONS American Institute of Architects

## BRADLEY R. MITZELFELT, AIA

ARCHITECT

Mr. Mitzelfelt has 6 years of experience in the architectural field which includes design, drafting, and coordination with structural, mechanical and electrical disciplines. He has been involved in project proposal preparation, cost estimating, site design, and code analysis, as well as demonstrating expertise in Autodesk's Revit and AutoCAD software.

#### **PROJECT EXPERIENCE**

- Kent County New North Campus, Cedar Springs, Michigan. CADD Designer. Assisted in the creation of schematic design documents, followed by design development documents for a new 30,000 square foot sheriff's substation and county health clinic. (2020)
- Gerald R. Ford International Airport New Operations Facility, Grand Rapids, Michigan. CADD Designer. Assisted with the creation of design development and construction documents for a new 11,500 square foot Operations Center on the airport property that will house a Primary Call Center and Emergency Operations Center. (2020)
- Lansing Community College TLC Building, Lansing, Michigan. CADD Designer. Assisted in the creation of schematic design and contract documents for the remodel of LCC's existing library building into a multi-function space for student assistance and library functions. (2019)
- Kalamazoo Public Safety Station 2, Kalamazoo, Michigan. CADD Designer. Assisted in the creation of schematic design, design development, and construction documents for a new, 14,000 square foot combined police and fire facility. (2019-2020)
- Elkhart County Correctional Facility Courts Remodel, Elkhart, Indiana. CADD Designer. Coordinated the creation of construction documents for a remodel of two interior spaces to incorporate office space and a new court room. (2019-2020)
- Greenville Transit Building, Greenville, Michigan. Project Manager. Coordinated the creation of construction documents for the construction of a new 4,000 square foot bus storage facility for the city of Greenville. Managed a team of in house structural and subcontracted MEP engineers to facilitate an effective and efficient design based on the previously existing facility. Coordinated review of submittals and conducted site visits. (2018-2020)





B.L.A. Landscape Architecture, Michigan State University, 1994

#### REGISTRATIONS

Registered Landscape Architect – Michigan, 2002, #3901001337

#### CERTIFICATIONS

Council of Landscape Architectural Registration Boards (CLARB), Council Record # 40449, 2012

Michigan Department of Transportation (MDEQ) Storm Water Management – Construction Site, Expires 2021

#### **SKILLS/TRAINING**

OSHA 10-Hour Construction Safety and Health, 2016

PSMJ Project Manager Training, 2015

National ADA Symposium, 2012

Designing Pedestrian Facilities for Accessibility, 2011

Project Manager Bootcamp, 2007

#### **ROBERT M. SHERMAN, RLA**

LANDSCAPE ARCHITECT

Mr. Sherman has more than 26 years of experience in site planning, design and construction inspection experience on various projects for local and state governmental jurisdictions, transit agencies, universities, private developers, as well as collaboration with architects, engineers and environmental scientists. His responsibilities include involvement in all phases of project development, client involvement, initial programming and planning through design development, construction documents and construction administration. Common project work tasks include site layout, construction detailing, grading, civil design of site utilities, planting design and construction cost estimating. Throughout the course of his career, he has designed and managed a cross-section of projects, which include land development, educational facilities, college campuses, public transit facilities, community parks, and highway landscaping.

#### **RELEVANT PROJECT EXPERIENCE**

• Kent County Juvenile Detention Center Facility, Kent County, Grand Rapids, Michigan. Site Designer and Landscape Architect. Responsible for preparation and development of the conceptual site layout plans, construction documents, and estimates of probable construction cost. (2020)

• Meridian Central Fire Station No. 91, Charter Township of Meridian, Okemos, Michigan. Landscape Architect. Designed proposed grading and new underground utilities, including storm sewer, sanitary sewer, and water service. Provided stormwater management for the site and assisted with construction documents. (2013)

• Cedar Lake Trailhead Park, Holt, Michigan. Project Manager and Landscape Architect. DLZ was retained by the Delhi Township Downtown Development Authority (DDA) to prepare a Master Plan for the former Nyeholt Steel and Iron Guard property; which comprised of 16 acres of vacant land in Holt, Michigan. (2017)

• Michigan DTMB Camp Grayling Army Airfield, New Rail Spur, Grayling, Michigan. This was a fast track design project (3-month duration) that required the design of 2 rail spurs, including switches, concrete loading ramps to unload tracked and wheeled military assets from flatbed rail cars, aggregate

surface parking/staging area, and security fencing at the Camp Grayling Army Airfield. (2017)

 Michigan DTMB Camp Grayling Aircraft Maintenance Bay & Rotary Wing Aircraft Hangar, Grayling, Michigan. This project included the design and construction of a 17,400 SFT aircraft maintenance and transient aircraft hangar. (2017-2020)





B.S. Civil Engineering, Michigan Technological University, 1995

#### REGISTRATIONS

Professional Engineer:

Michigan, 2001, #48114 Indiana, 2005, #PE10504986 Wisconsin, 2011, #41614-6 Ohio, 2011, #75541 Pennsylvania, 2013, PE081598 Delaware, 2013, #18987 New Jersey, 2013, #24GE05128900

#### CERTIFICATION

NCEES Record, 2011, #44543

#### AFFILIATIONS

American Water works Association Water Environment Federation CONFERENCES AND SEMINARS

2011 – Fundamentals of Soft Ground Tunneling, Seattle, WA 2011 – Soft Ground Tunneling in the Urban Environment, Seattle, WA

## SKILLS/TRAINING

PSMJ Project Manager Training, 2015

### MARK A. MATTSON, P.E.

PROJECT MANAGER/ CIVIL ENGINEER

Mr. Mattson has nearly 25 years of experience in the consulting field serving clients in both the rural markets of Michigan, as well as those in urban Southeast Michigan. He has managed, designed, inspected, and surveyed projects involving streets, water, wastewater, and storm water including the design of water systems, wastewater collection systems, and storm water collection and retention/detention systems.

#### **RELEVANT PROJECT EXPERIENCE**

- Michigan Department of Military and Veterans Affairs, Camp Grayling AAF Rail Spurs Project, Grayling, Michigan. Project Manager (2018).
- Michigan DTMB, Cadillac Place Alley Replacement, Detroit, Michigan. Project Manager. DLZ was requested to perform design and construction management services for the replacement of the alley pavement in the courtyard areas within the Cadillac Place Building under our DTMB IDIQ Contract. (2019-2020)
- Oakland County Water Resources Commissioner, As-Needed Professional Services, Various Locations in Oakland County, Michigan. Project Manager. Since 2012, DLZ has been providing the Oakland County Water Resources Commissioner with professional services related to asset management. DLZ was initially tasked with information technology projects related to system GIS, the CMMS, and WinCAN Televising software. Working with our partner, CH2M to develop the WRC asset management templates, and are also tasked with the implementation of the asset management plan for the City of Walled Lake. (Ongoing)
- Michigan DTMB Camp Grayling Aircraft Maintenance Bay & Rotary Wing Aircraft Hangar, Grayling, Michigan. Senior Project Engineer. (2018)
- MDTMB/MDNR Pointe Mouillee State Game Area Pump Replacement, Berlin Township, Michigan. Project Manager/Lead Designer. Designed replacement pumps and other modifications to an existing low head high capacity pump station used to move water between waterfowl management units within the state game area. A single hydraulically powered horizontal axial flow pump rated at 43 MGD is being replaced with two electrically powered vertical axial flow pumps rated at 19 MGD each in order to improve pumping reliability and flexibility, and alleviate environmental concerns with the hydraulic powered unit. (Ongoing)

Michigan DTMB Camp Grayling Aircraft Maintenance Bay & Rotary Wing Aircraft Hangar, Grayling, Michigan. Senior Project Engineer. This project included the design and construction of a 17,400 SFT aircraft maintenance and transient aircraft hangar. (2017-present)



EDUCATION Ph.D. Civil Engineering, Michigan Technological University, 2016

M.S. Civil Engineering, Michigan Technological University, 2014

B.S. Civil Engineering, Wuchang Institute of Technology, 2012

REGISTRATIONS Professional Engineer: MI #6201068280

LEED AP BD+C #11167106

**AFFILIATIONS** 

American Society of Civil Engineers (ASCE)

U.S. Green Building Council (USGBC)

## YADONG DONG, PH.D., P.E., LEED AP

CIVIL ENGINEER

Dr. Dong has 10 years of experience in managing and designing both public and private engineering projects, including roads, watermain, sanitary sewer, storm sewer, stormwater management, site plan review, and parking lots. He has been serving a broad range of markets, including K12, higher education, commercial/retail, industrial, public infrastructure, government, recreation and healthcare. His experience is primarily in the area of municipal engineering, land development, and structural engineering. As a project manager, he successfully manages project teams to produce quality documents in accordance with the tightest project deadlines while working directly with the management team of client organizations to define project scope, projected hours, deliverables, deadlines, liability considerations and additional services. Dr. Dong has excellent communication and organizational skills which generate effective team management, strong client partnerships, and outstanding project outcomes.

#### **PROJECT EXPERIENCE**

- ABD Federal Credit Union Addition, Detroit, Michigan. Project Manager responsible for civil site design for building addition and east parking lot expansion. The scope of work included new parking lot, grading and paving, storm sewer, and underground detention system design.
- Oak Pointe Church Addition, Novi, Michigan. Project Manager responsible for civil site design, utility design (storm) to the east addition to the main building.
- **Crown of Life Lutheran Church, Warren, Michigan.** Project Manager responsible for civil site design and utility design to the proposed new building on the north side of the existing building.
- Beaumont Hospital Development, Oxford, Michigan. Project Manager/ Project Engineer for site feasibility study, site engineering including grading, paving, utilities (storm, sanitary sewer, and water main) for the new ambulatory and hospital development.
- Hampton Elementary School, Rochester Hills, Michigan. Project Engineer providing civil site design, utility design (storm, sanitary sewer, and water main), and cost opinion for the southwest addition to the campus. Other tasks include permitting, review of construction submittals, preparation of water main easement etc.
- Thurston High School, Redford, Michigan. Project Engineer for site engineering including grading, paving, utilities (storm, sanitary sewer, and water main) for the south addition and renovations. Other tasks include permitting, review of construction submittals, and cost estimate.
- **Dearborn High School, Dearborn, Michigan.** Project Engineer providing sidewalk design, utility design (storm), and cost estimate. Other tasks include permitting and review of construction submittals.



B.S. Civil Engineering, Michigan State University, 1996

#### REGISTRATIONS

Professional Engineer: Minnesota, 2010, #48436; Wisconsin, 2008, #39794-6; Michigan, 2001, #48143

#### CERTIFICATIONS

LPA Project Development Training, Indiana Department of Transportation, 2012

Designing Pedestrian Facilities for Accessibility, American Council of Engineering Companies-Michigan, 2009

Wisconsin Department of Transportation (WisDOT) Level II Roundabout Design Certification, 2008

#### SKILLS/TRAINING

PSMJ Project Manager Training, 2015

Nuclear Gauge Safety Class, 2004

Pavement Design Class, MDOT, 2004

Right-of-Way Class, MDOT, 2001 and 2002

EPE Seminar, MDOT, 2001

Geopak Training 2014, 2020

#### SEAN P. RILEY, P.E.

ROADWAY ENGINEER

Mr. Riley has more than 24 years of civil engineering and construction related experience. His duties include project management, highway and drainage design, design feasibility studies, cost estimation, project inspection, survey crew chief, and material inspection. Mr. Riley has worked on many MDOT projects throughout Michigan including both bridge and highway construction. He has also worked on county and local agency projects. Mr. Riley is one of our experts in the preparation of plans for roundabouts. Mr. Riley has prepared dozens of designs for roundabouts in various stages of development from design studies through construction. Mr. Riley has worked on many successful DLZ roundabout designs including for MDOT, ODOT, INDOT, MNDOT and WisDOT. Mr. Riley has also been the Lead Roadway Engineer/Project Manager on many local agency route roundabout projects. His roundabout design experience has included horizontal and vertical geometry, pavement design, drainage design, utility coordination, right-ofway coordination, cost estimation, signing plans, pavement markings, lighting, and maintenance of traffic.

#### **PROJECT EXPERIENCE**

- State Road Improvement Project Early Preliminary Engineering Study, Washtenaw County Road Commission, Pittsfield Township, Michigan. Lead Road Designer. Engineering study and environmental clearance for a 3-mile segment of State Road (from Ellsworth Road to Michigan Avenue). DLZ services included traffic studies, development of multi-modal road improvement alternatives, preparation of Environmental Assessment documentation and studies, and community engagement. Complete street elements and context-sensitive solutions included identifying potential bus routes and stops, non-motorized pathways, boulevards, bio-swales, lighting, wetland impact minimizations, and access management. Preferred alternative was a four-lane boulevard cross section with bicycle lanes, a multi-use path, and roundabout intersections.
- I-75 Monroe County Wetland Mitigation Design, MDOT, Monroe County, Michigan. Project Engineer. Wetland mitigation design and preparation of construction plans, hydrology analysis, preparation of special provisions, cost estimating, CADD, and project management for creation of wetland mitigation at two different properties within the Lake Erie Coastal Zone.

• Downtown Streetscape Study and Design, City of Midland, Michigan. Lead Road Engineer. Detailed study and design for streetscape improvements

on Main Street. Services included traffic studies, public/stakeholder engagement, surveying, concept design, design development plans, construction documents, and geotechnical analysis. Design process was completed on a very expedited schedule.



EDUCATION B.S. Civil Engineering, Valparaiso University, 1998

#### REGISTRATIONS

Professional Engineer Indiana, 2003, #10300104 Ohio, 2003, #68545 Kentucky, 2005, #24199 Michigan, 2004, #6201050929 Wisconsin, 2012, #42297-6 Structural Engineer Illinois, 2006, #081006335

#### **AFFILIATIONS**

American Institute of Steel Construction

Structural Engineers Assoc. of Illinois

#### CERTIFICATIONS

Certified Bridge Inspection Team Leader, INDOT, #IN000148-2019-ATL-F

Certified Complex Bridge Inspection Team Leader, INDOT, #IN000148-2019

NHI Safety Inspection of In-Service Bridges - Two Week Certification Course (1999) and 3-day Refresher Course (2019)

SPECIAL TRAINING PSMJ Project Manager Training, 2015

#### COREY A. VAN LUCHENE, P.E., S.E.

STRUCTURAL ENGINEER

Mr. Van Luchene provides structural engineering design services for various building and non-building structures. He has worked on projects owned by state, county, and local municipalities. His experience has involved him with the design of steel, concrete, wood, cold-formed metal framing, and masonry structures.

In addition to design services, Mr. Van Luchene has been involved with the inspection of existing structures, construction administration, structural project manager, bridge inspection, and design. He has also been responsible for developing hydraulic models for various bridges over waterways.

#### **RELEVANT PROJECT EXPERIENCE**

• Purdue Extension/Soil & Water Conservation Project, Lake County, Indiana. Structural Engineer of Record. Responsible for the performance criteria required for the load bearing cold-formed metal, structural design of the foundation system and heavy timber/glulam entry canopy, technical specifications and opinion of probable construction cost. (2015-2016)

• NICTD Michigan City Maintenance Building Infill, Michigan City, Indiana. Structural Engineer of Record. Responsible for the structural design and technical specifications for the construction of a new PEMB with train maintenance pit between two existing structures. (2015-2016)

• **Central Park, Mishawaka, Indiana.** Structural Engineer. The project included new Entrance Gateway, Pavilion, Shelters, Comfort Station, Splash Pad, Play Structures, and Lawn. (2015)

• **DDOT Coolidge Terminal, Detroit, Michigan.** Structural Engineer of Record. Responsible for the design of a new bus storage, maintenance and terminal facility. Additional responsibilities included management of structural team, technical specifications and construction administration. (2019-present)

• **GRFIA New Operations Facility, Grand Rapids, Michigan. Structural Engineer of Record.** Responsible for the design of the steel framed building in accordance with the tornado shelter provisions of ICC500. (2020-present)

• Thunder Bay Transportation Authority, New Transportation Facility, Thunder Bay, Michigan. Structural Engineer of Record. Responsible for the structural design and technical specifications for this facility. (2014-2016)

• Fire Station No. 91, Charter Township of Meridian, Okemos, Michigan.

Structural Engineer of Record. Responsible for the structural design and technical specifications for this new fire station. Design elements included load bearing CMU walls, long span steel joists, load bearing cold-formed steel walls, cold-formed steel trusses and concrete foundations. (2013-2015)





B.S. Civil Engineering, Michigan Technological University, 1984

Associates in Science, Grand Rapids Community College, 1982

#### REGISTRATIONS

Professional Engineer Michigan, 1991, #6201036092 Ohio, 2014, #73409

#### TRAINING

PSMJ Project Manager Training, 2015

40-Hour HAZWOPER Site Worker Training, 1991

40-Hour HAZWOPER Site Worker Training Refresher

Safety Inspection of In-Service Bridges – Federal Highway Administration, FHWA-NHI Course 13305, 1999

Safety Inspection of In-Service Bridges – Federal Highway Administration, FHWA-NHI Refresher Course 13305, 2018

Michigan Department of Transportation, Certified Bridge Inspection Team Leader, 2020

Indiana Department of Transportation, Certified Bridge Inspection Team Leader

AFFILIATIONS American Society of Civil Engineers

### MARK T. LESSENS, P.E.

PROJECT MANAGER/ BRIDGE ENGINEER

Mr. Lessens has more than 34 years of experience in all areas related to bridge design, project management, construction, and inspection. Areas of expertise include design and inspection of bridges, usage of CAD programs, preparation of cost estimates and proposals, and specification and report writing. Mr. Lessens is a Licensed Professional Engineer in both Michigan and Ohio. He has been involved with the planning, design, construction engineering, and inspection of more than 100 bridge projects and numerous road/highway projects for municipalities, county road commissions, universities, the Michigan Department of Transportation (MDOT), and the Indiana Department of Transportation (INDOT), many of which he served as the Project Manager. He is very familiar with MDOT and INDOT design standards and procedures. Mr. Lessens has performed bridge scoping for more than 80 bridges located throughout Michigan and assisted the MDOT Maintenance Division in the contract administration of several consultant contracts for the scoping of more than 200 bridges throughout Michigan.

#### **RELEVANT PROJECT EXPERIENCE**

- Michigan DTMB, Belle Isle Fishing Pier Improvements, Detroit, Michigan. Project Manager/ Structural Engineer.
- French Road Bridge Replacement over I-94 (Advance Bridge), DOT, Detroit, Michigan. Project Manager for the design of the replacement bridge for I-94 over French Road, as part of the I-94 Modernization Project. DLZ is working as part of a team of Consultants in a collaborative, collocated office on a fast-track design effort to complete the design of a total of eight Advance Bridges. The Structure Study Report has been approved by MDOT and FHWA and we are currently preparing the Preliminary Plan submittal. The estimated cost of the proposed bridge alone is \$4.6M.
- Columbia Road over the Grand River, Ingham County Road Department.
   Project Manager. Replacement of an existing 3-span bridge with a single span steel truss superstructure on cast-in-place concrete abutments.
   Work includes survey, hydraulic and scour analyses, road approaches and maintenance of traffic plans.
- Marquette Hospital Hydraulic Structures Design, Marquette, Michigan. Bridge Engineer. Design of three culverts, including headwalls and wingwalls, to be constructed under a new hospital drive and the existing 7<sup>th</sup> Street in conjunction with the construction of two new roundabouts on US-41.
- South Marshall Avenue Bridge over the Kalamazoo River, City of Marshall, Michigan. Project Manager.



M.S. Mechanical Engineering, The University of Arkansas, 2017

B.S. Mechanical Engineering, The University of Iowa, 2014

#### REGISTRATIONS

Professional Engineer: Indiana, 2018, 11800317 Michigan, 2018, 6201067871 Illinois, 2019, 062071872 Kentucky, 2019, Ohio, 2019, Wisconsin, 2019,

#### CERTIFICATIONS

NCEES Record Holder

#### AFFILIATIONS

ASHRAE, Member - Northern Indiana Board of Directors, 2018-Present 2020-2021 President - Technical Committee 01.04 --Control Theory and Application: Provisional Corresponding Member, 2018-present

#### SKILLS/TRAINING

ASHRAE-Leadership Development Academy, 2017

ASHRAE-Leadership Development Academy 2.0, 2019

### ZACHARY ALDERMAN, P.E.

MECHANICAL ENGINEER

Mr. Alderman has served numerous institutional and municipal clients with a total of over 2.5 million square feet of renovation and new construction design work. Mr. Alderman designs mechanical systems for spaces ranging from small office buildings to new correctional facilities, with construction costs ranging from \$50,000 to \$764 million. His experience covers a wide variety of Heating, Ventilation, and Air Conditioning (HVAC) systems. Mr. Alderman also has experience in plumbing and fire protection design across a variety of client profiles for projects ranging in scope from \$10,000 to \$65 million in construction cost.

Mr. Alderman also currently serves on the Northern Indiana ASHRAE Chapter Board of Directors as the Chapter President, as well as on an international ASHRAE Committee dedicated to furthering HVAC Control Theory & Applications.

#### **PROJECT EXPERIENCE**

Unless otherwise noted, responsibilities included serving as the mechanical engineer responsible for the design and construction administration of all mechanical and plumbing/fire protection systems.

- Macomb County Department of Roads: New Maintenance Garage, Macomb County, Michigan. New 30,000 sf maintenance garage and administrative facility. (2018)
- Gerald R. Ford International Airport TSA Relocation, Grand Rapids, Michigan. 7,000 sf renovation of existing space to relocate Airport Police Department (2019).
- Northern Indiana Commuter Transportation District (NICTD): Gary Compound Upgrades, Gary, Indiana. 12,000 sf expansion of an existing storage garage and crew facility. (2017)
- Mishawaka Penn-Harris Library, Main Branch Chiller Replacement, Mishawaka, Indiana. Mechanical engineer. Replace existing chiller and pumps with new remote chiller chilled water pumps.
- Huntington County Jail Addition & Renovations, Huntington, Indiana.
   Ongoing design of renovation and addition of existing county jail, sheriff's department, and county 911 center. Total design footprint approximately 20,000 sf. (2019)

#### Proposal - 2021 ISID General Professional Design Services Michigan Department of Technology, Management & Budget



**EDUCATION** B.S. Mechanical Engineering, Purdue University, 2004

#### REGISTRATIONS

Professional Engineer Indiana, 2009, #PE10910274 Missouri, 2011, #PE-2011008494 Kentucky, 2011, #27795 Illinois, 2011, #062.063424 Ohio, 2011, #PE 75497 Michigan, 2011, #6201058099 Pennsylvania, 2013, #PE081653

#### CERTIFICATIONS

LEED AP, 2009, GBCI

#### NCEES

**AFFILIATIONS** 

American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)

American Society of Plumbing Engineers (ASPE)

SPECIAL TRAINING PSMJ Project Manager Training, 2015

### JOSHUA R. APLING, P.E., LEED AP

MECHANICAL ENGINEER

Mr. Apling has 16 years of experience in the mechanical engineering field. He performs mechanical engineering design services for a wide variety of institutional and municipal clients. Mr. Apling designs mechanical systems from small office buildings to sports arenas and student housing facilities. His experience extends to a wide variety of designs for Heating, Ventilation and Air Conditioning (HVAC) systems. These designs include the airside and the hydronic system design required for proper system operation. He is a LEED accredited professional and he is currently designing several LEED certifiable projects for military operations buildings. He also has extensive experience in project management, plumbing and fire protection design, sanitary sewer and water distribution main designs, lift station design and feasibility studies for buildings and public works projects.

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#### **RELEVANT PROJECT EXPERIENCE**

• Franklin County Correctional Facility Phase II, Columbus, Ohio. Mechanical/Plumbing Engineer. Responsible for the HVAC and Plumbing System design for the Phase II expansion of the facility while under construction. Responsibilities include the design of all major plumbing components, including domestic water, sanitary, and stormwater system. HVAC responsibilities included the design of the air distribution system, hydronic heating/cooling system, HVAC Control development, and interface with the existing building components. (2020)

• **HVAC Upgrade Anderson, Indiana.** Mechanical Engineer. Provided design documents for rooftop HVAC unit replacement. Provided construction administration efforts by reviewing contractor shop drawings and submittals and visiting site to evaluate and document the project progress. (2019

• **Tipton County Jail, Tipton, Indiana.** Mechanical engineer. Responsible for the HVAC, plumbing, and fire protection design of a new correctional facility. HVAC responsibilities included performing heating and cooling load calculations, energy calculations, ductwork design, hydronic heating system design, controls system design, and equipment selections. Plumbing responsibilities included the design of the domestic water system, sanitary system, fire protection, and selection of security plumbing fixtures. (2016)

- Wayne County, Michigan Jail Facility Assessment, Detroit Michigan: Mechanical Engineer. Responsible to assess the condition of the HVAC, plumbing, and fire protection systems in three existing correctional facility (Jails Division 1, 2, & 3). (2015)
- Van Buren County (MI) District West Courthouse, South Haven, Michigan. Mechanical. Responsible for the replacement of the HVAC system serving the Courthouse. (2016)



EDUCATION M.B.A. Kelley School of Business, Indiana University, 2003

B.S. Electrical Engineering, Co-Op Program, Purdue University, 1991

#### REGISTRATIONS

Professional Engineer: Missouri, 1996, #027618 Indiana, 1997, #PE19700119 California, 2006, #18036 New York, 2006, #083749 Texas, 2007, #98700 Ohio, 2012, #PE 77091 Wisconsin, 2012, #42604-6 Michigan, 2012, #42604-6 Michigan, 2012, #42604-6 Illinois, 2013, #29546 Illinois, 2013, #062.065677 Washington, D.C., 2013, #PE907288

**CERTIFICATION** NCEES Certified

#### AFFILIATIONS

BICSI: A Telecommunications Association IEEE Member

## TIMOTHY K. FOUGHT, P.E.

ELECTRICAL ENGINEER

Mr. Fought has 28 years of experience in the consulting and specifying engineering field. As a project design engineer, he has expertise in applying electrical power distribution, information and communications technology, and instrumentation and controls to a wide variety of projects and processes. Tim has extensive design experience in the public and private sectors; including correctional, courthouse, water/wastewater, industrial, educational, healthcare, and commercial.

#### **PROJECT EXPERIENCE**

• Huntington County Jail Phase II – Security System, Doors and Showers Upgrade; Huntington County; Huntington, Indiana. Lead Electrical Engineer. This project required extensive renovation of the central control room. Close coordination with the Owner and Security Systems Integrator was provided, at the beginning of design, to integrate the electrical power, fire monitoring, and generator monitoring modifications with the new cabinetry/furniture; all the while maintaining 24/7/365 operations for this room. Aesthetic, dimmable lighting was incorporated into the control room to minimize visual fatigue to the operators. Electrical power was installed to support new detention monitoring equipment and other central control room appurtenances. (2013)

• New Transit Facility, Thunder Bay Transportation Authority, Alpena, Michigan. Electrical Engineer. Designed power, lighting, and building systems for this transportation support facility. Electrical systems included a portable generator connector cabinet with legal, emergency, and optional automatic transfer switches. Project included power connections to a variety of equipment include vehicle wash, vehicle maintenance garage, and administrative. Construction costs are approximately \$7.4M. Electrical construction costs are approximately \$600K. (2017)

• Laundry Restoration, Wabash Valley Correctional Facility, Indiana Department of Correction Carlisle, Indiana. Lead Electrical Engineer. This building, dedicated to laundry operations to support the campus, incurred extensive smoke and fire damage. Provided electrical plans and specifications to renovate and repair electrical system including power, lighting, fire alarm, intercom, access control, and video surveillance. (2013)

 Expansion to the Grayson County Detention Center, Leitchfield, Kentucky Project Electrical Engineer of Record for this project. Provided quality assurance and quality management overview of electrical plans and specifications to ensure a biddable and buildable set of construction documents. This review also provided the opportunity to give feedback to the electrical designer and to ensure applicable codes and best design practices were being incorporated.





B.S. Civil and Environmental Engineering, Michigan State University

#### **SPECIAL TRAINING**

MDOT Field Book / Field Manager Training – 2006

MDOT Materials Process and Acceptance Seminar – 2010

MDEQ Certified Storm Water Operator – 2002

Radiation Safety Officer / Instructor 2010

Radiation Safety Training Program for Density Gauges on August 2002

PSMJ A/E/C Project Management Bootcamp – 2008

OSHA 40-hour HAZWOPER training and All Current 8-Hour Refreshers

Must Safety Program

OSHA Confined Space Entry Training – 2003

### **DOR'MARIO L. BROWN**

CONSTRUCTION DIVISION MANAGER

Mr. Brown is a dedicated Civil Engineer with more than 20 years of experience in consulting engineering. He has supervised construction monitoring, materials testing, and quality control for construction projects throughout Michigan. Mr. Brown has managed multi-discipline, multi-million-dollar construction projects. Typical construction operations included foundation installations (caissons, friction piles, auger cast piles, mat foundations, micropiles, and shallow footings), fill placement (and other earthwork), concrete operations, grout / masonry applications, and asphalt paving for roadways and parking lots. Projects included multi-story office buildings, manufacturing facilities, hotels, shopping centers, large warehouses, department stores, communications towers, utility installations, and roadway certifications.

Mr. Brown has also managed and performed environmental site feasibility studies related to the assessment of underground storage tanks (UST), environmental clean-ups and hydrogeologic investigations, tank removals and site closures. Evaluated options and feasibility in developing remedial investigations, work plans, and their implementation. Performed field reconnaissance, observed installation of groundwater monitoring wells, and interpreted hydrogeologic data. Coordinated environmental sampling of soil, groundwater, and interpretation of analytical data relating to petroleum hydrocarbons, volatile organic compounds, heavy metals and other chemical substances. His work also involves extensive client contact, including contract management, program development, and assisting clients in negotiations with federal, state and local regulatory agencies. Mr. Brown specializes in ESA and PCA surveys, subsurface investigations, and remediation system installation.

#### **PROJECT EXPERIENCE**

• Battle Creek Air National Guard Base Roads, Battle Creek. Construction Inspector Project Director. Project consisted of the development of detailed plans for rehabilitation of the 12 roadways within the Base, totaling 3.3 miles. As part of an on-going as-needed design contract with the United States Property and Fiscal Office of Michigan (USPFO), DLZ is performing survey,

geotechnical and roadway design services for the rehabilitation of the entire network of roadways within the Battle Creek Air National Base Roads. MDOT standards and guidelines were utilized for the design plans.

**CS-1812 Detroit Water and Sewerage Department (DWSD) CIPMO, Detroit Michigan.** Field Services Project Director. As a principal team member of the AECOM team providing Capital Improvement Program Management service to DWSD, DLZ is currently working on providing recommendations for updates to the way DWSD bid projects by suggesting changes to bid packages, material standards, design standards, and other policies and factors that affect bidding activity. Mr. Brown manages coordination of construction engineering services for the program.



MS, Geology, Western Michigan University, 1987

BA, Geology, Albion College, 1984

ASFE Fundamentals of Professional Practice #16 Magna cum Laude

#### REGISTRATIONS

Certified Professional Geologist, AIPG #10371

#### AFFILIATIONS

American Institute of Professional Geologists (AIPG)

Western Michigan University Faculty & Lansing Community College Faculty

Lansing/Dewitt Sunrise Rotary Past President

#### **SPECIAL TRAINING**

PSMJ Project Manager Training, 2015

40 Hour OSHA 29 CFR HAZWOPER Trained

8 Hour OSHA Annual Refresher Health and Safety Training

### SCOTT G. PARK, C.P.G.

ENVIRONMENTAL DEPARTMENT MANAGER

Mr. Park is a Senior Geologist responsible for project supervision and management, client contact, evaluation and assessment of contaminated sites, coordination of field efforts, preparation of reports, and oversight of staff. His areas of specialty include former Manufacture Gas Plants (MGPs), underground storage tank (UST) regulations – Michigan's Part 213 of Public Act 451; site investigations and closures – Part 201 of Michigan's Public Act 451; Phase I/II environmental site assessments and baseline environmental assessments – Part 201 of Michigan's Public Act 451; groundwater contamination and remediation; soil contamination and remediation; RCRA facility investigation.

Mr. Park has been the principal investigator and project manager for industrial and underground storage tank projects, and bedrock, soil and groundwater site investigations, including multiple aquifer evaluations throughout Michigan and has prepared RIFS, Remedial Action Plans, No Further Action reports, and underground storage tank site assessment documentation including initial and final assessment reports and closure reports in accordance with Part 213 of Act 451. Mr. Park's experience also includes on-site geologist/coordinator for numerous groundwater and soil sampling events and monitoring well installations. Mr. Park has provided project management and supervisory experience for more than 1,000 Transaction Due Diligence assessments in Michigan, Ohio and Indiana, including extensive multiple city block assessments in urban and commercial districts in Michigan. He managed field exploration and report preparation relating to the completion of Baseline Environmental Assessments (BEAs) in accordance with Part 201 of Act 451. Mr. Park gave public presentations on Perfluorinated (PFAS) chemicals at the Michigan Airport Conference, and the Michigan AIPG Conference, respectively.

#### **PROJECT EXPERIENCE**

• Lansing Board of Water & Light, Lansing, Michigan. Project Manager. Investigation for all environmental related issues during planning and construction of 7 miles of a transmission line corridor in Lansing, Michigan. The evaluation identified 32 sites of environmental concerns and required soil and ground sampling at 9 properties along the corridor easement. The

environmental investigation also included the completion of all related NEPA related surveys and permitting including wetland delineation and ecological surveys.

- **RCRA Brownfield Site, Lansing, Michigan.** Project Manager and Principal Investigator for industrial redevelopment of one of Michigan's first brownfield sites.
- **Parks & Recreation LUST Closure Waterford Township, Michigan.** Project geologist involved in contaminant and geological review and interpretation of a Leaking Underground Storage Tank closure.

#### Proposal - 2021 ISID General Professional Design Services Michigan Department of Technology, Management & Budget



#### **EDUCATION**

B.S. Biology, Central Michigan University, 1986

#### CERTIFICATIONS

American Institute of Certified Planners, 2001, #017270

Professional Wetland Scientist Society of Wetland Scientists, 1995, #000473

Certified Construction Site Storm Water Management Operator, MDEQ, #01525

#### ADA WEBINARS/TRAINING

National ADA Symposium

- Dallas, TX, 2019
- Pittsburgh, PA, 2018
- Chicago, IL, 2017
- San Antonio, TX, 2013
- Indianapolis, IN, 2012

Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, 2011

Special Session - "Notice of Proposed Rulemaking on Accessibility Guidelines for Public Rights of Way", 2011

DOJ's 2010 Americans with Disabilities Act (ADA) Accessibility Standards, ADA National Network and the U.S. Access Board, 2010

Accessibility in the Public ROW, MDOT Transportation Bonanza 2, 2010

#### **STEPHEN G. METZER, AICP, PWS**

SENIOR PROJECT PLANNER/ADA SPECIALIST/ECOLOGIST

Mr. Metzer is responsible for managing planning, biological, ecological, and site civil/landscape architecture projects. One of his specialties is public involvement and he has implemented many comprehensive public involvement programs for a wide variety of project types, including presentations to groups ranging from a few concerned citizens to large groups such as a local Chamber of Commerce. He is able to understand the unique concerns of all parties involved and find ways to build consensus on controversial projects. Mr. Metzer has experience in a variety of situations, from state and local government to private consulting. This experience has led to participation and/or management of many different project types. Mr. Metzer is able to translate the details of an engineering design to a language that is easily understood by the general public, whether in presentation graphic displays, preparation of display boards for open house meetings, or during one-on-one or group discussions about specific components of projects. Mr. Metzer's experience also includes design and oversight of the preparation of construction plans for wide variety of site activities, including wetland mitigation design, grading, soil erosion control, drainage, stormwater management, parking lots and drives, and cultural and native landscaping. A number of his projects have been successfully constructed with excellent results consistent with the design intent.

#### **PROJECT EXPERIENCE**

• State Road Improvement Project Early Preliminary Engineering Study, Pittsfield Township, Michigan, Washtenaw County Road Commission. Senior Planner. Engineering study and environmental clearance for a 3-mile segment of State Road (from Ellsworth Road to Michigan Avenue). DLZ services included traffic studies, development of multi-modal road improvement alternatives, preparation of Environmental Assessment documentation and studies, and community engagement. Complete street elements and context-sensitive solutions included identifying potential bus routes and stops, on-street bike lanes, non-motorized pathways, boulevards, bio-swales, lighting, wetland impact minimizations, and access management. Preferred alternative was a four-lane boulevard cross section with bicycle lanes, a multi-use path, and roundabout intersections.

• Ann Arbor Station Concept Site Design and Environmental Review, City of Ann Arbor, Michigan. Conceptual planning study for a new multi-modal train station. DLZ is responsible for performing all site design work consistent with applicable site design criteria, participating in the public engagement process, assisting with the preparation of an Environmental Assessment, and ecological/environmental studies.



A.A.S. Civil Engineering Technology, Purdue University, 1996

B.S. Construction Technology, Purdue University, 2002

#### REGISTRATIONS

Professional Land Surveyor Indiana, 2002, #20200010 Wisconsin, 2003, #2660-008 Illinois, 2004, #35-3589 Michigan, 2009, #4001056304 Ohio, 2009, #8464 Missouri, 2010, #2010000244 Florida, 2011, #LS6824 Alabama, 2010, #30979

#### CERTIFICATION

Certified Federal Surveyor, 2007, #1009

US Airman #3857739

#### **SPECIAL TRAINING**

8-Hour Sensefly UAS Field/ Office Safety Training, 2016

10-Hour Safety Training, OSHA

40-Hour Hazardous Waste Safety Training, OSHA

8-Hour Hazardous Waste Safety Training Refresher Courses, OSHA

Canadian National Railroad On-Track Safety Training

Air Operations Area Training, Gary/Chicago International Airport

FAA Level 3 AC 150/5300-16A, 17B & 18B

## **STEVEN A. JONES, P.S., CFEDS**

SURVEY & RIGHT OF WAY DIVISION MANAGER

Mr. Jones has 27 years of technical and project management experience in performing horizontal and vertical control surveys, boundary surveys, route survey, hydrographic surveys, and topographical surveys. He has been responsible for the implementation and training of personnel in surveying technologies such as GPS, laser scanning (LiDAR), and Unmanned Aerial Systems. He has performed CAD drafting, field services, calculations, and boundary analysis on numerous ALTA/ACSM, boundary, topographic, and route surveys. As a Certified Federal Surveyor, Steve has specialized training in the U.S. Public Land Survey System, boundary determination, and riparian rights.

#### **RELEVANT PROJECT EXPERIENCE**

• Midland Downtown Streetscape Study and Design, City of Midland, Michigan. Lead Surveyor. This project involved a detailed study and design for streetscape improvements on Main Street in Midland. Services included traffic studies, public/stakeholder engagement, surveying, concept design, design development plans, construction documents, and geotechnical analysis. Design process was completed on a very expedited schedule.

• CATA East Lansing Multi-Modal Geteway, East Lansing, Michigan. Project Manager. The purpose of this project was to support the design team in the reconstruction of an 8-acre site, including an existing Amtrak station, into a multi-modal facility. The work consisted of a full topographic survey of the site and development of a digital terrain model. Utilities were plotted using a combination of field markings and plans. The mapping quality of each utility was documented in the CAD file as defined by CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." The project included research and review of historical deeds, documents, and maps to determine the rights-of-way of the road and existing railroads bounding the property as well as easement rights affecting the proposed development area. A Certificate of Survey was prepared for a portion of the overall property for creating a lease agreement.

Bike Share Stations Topographical Surveys, Ann Arbor,

**Michigan.** Project Manager. The work consisted of a full topographic survey of each site and development of a digital terrain model. Performed during one of the coldest and snowiest winters on record, DLZ had to mobilize extra field staff to perform snow and ice removal for each point to be surveyed. The project also included research and review of plats and deeds to determine the rights-of-way of the road. A Topographical Survey was prepared for each site showing the features, contours, horizontal & vertical control, complete with references and state plane coordinates. Drawings were created using Civil 3-D design software.





EDUCATION B.S. Environmental Geosciences, Michigan State University, 2013

CERTIFICATIONS Geographic Information Systems Professional

FAA Remote Pilot

Cityworks Office 15.1 for AMS Administration

ORGANIZATIONS IMAGIN URISA

#### ANDREW M. MURRAY, GISP

**GIS/CMMS ANALYST** 

Mr. Murray has more than 7 years of GIS and Computer Maintenance Management System (CMMS) development, implementation, and maintenance. His background includes assisting communities with the development and growth of their Geographic Information Systems (GIS) and CMMS systems in the office and the field, as well as integrating various data types into GIS. He has developed custom GIS and CMMS applications, workflows, models, and analyses for water, wastewater, roads, and numerous other assets.

#### **PROJECT EXPERIENCE**

- **DWSD Water GIS Contract, Detroit, Michigan.** GIS/CMMS Analyst. Updated GIS per as-builts and field books. Worked with DWSD staff to refine the City's Cityworks templates and correct issues with previously created Work Orders and Service requests.
- Cityworks Implementation, West Bloomfield Township, Michigan. GIS/CMMS Analyst. Deployed and configured Cityworks for the Township's Water and Sewer Department, working with Township staff to translate workflows into Cityworks. Trained field and administrative staff on the program and provided continued support. Created Crystal Reports to summarize work staff has performed.
- FAST Start Service Line Replacement, Phases 5 & 6, Flint, Michigan. GIS/CMMS Analyst. Utilized the City's
  asset management system to create a program for non-copper service line replacement. Developed reports
  within this program to streamline data management and invoices. Created online dashboard showing status
  of service line replacements.
- SAW Grant Implementation, Rochester, Michigan. GIS Analyst. Responsible for the installation, configuration, and administration of ArcGIS for Server and Cityworks. Updated the City's sanitary sewer, water, streets, and parks GIS per GPS points and CCTV data, including defects and laterals. Collected and assembled necessary data to create a Business Risk Evaluation for the City's sanitary sewer system.
- SAW Grant Implementation, Muskegon Township, Michigan. GIS Analyst. Responsible for the configuration, and administration ArcGIS Online and Cityworks Online, an entirely cloud-based deployment. Created the Township's sanitary sewers system in GIS per GPS points and CCTV data, including defects and laterals. Collected and assembled necessary data to create a Business Risk Evaluation for the Township's sanitary sewer system.
- SAW Grant Implementation, Waterford Township, Michigan. GIS Analyst. Updated wastewater systems in GIS from as-builts, survey data, inspection information, and other resources. Updated geodatabases, geometric networks and attributes of features, as well as error-checking these processes. Imported NASSCO manhole and CCTV data into GIS.

## OL7

## **SECTION 3** MANAGEMENT SUMMARY, WORK PLAN AND SCHEDULE

## MANAGEMENT **SUMMARY**

DLZ utilizes a matrix management approach that establishes a Project Manager/Project Team tailored for successful project delivery of each project. With this matrix organizational structure, the Project Manager draws specialists from functional groups required to staff a team. This team reports directly to the Project Manager who maintains communication with MDTMB throughout the project, as well as follows up with the project upon completion. The Project Manager oversees design criteria, project cost controls, scheduling, preparation of document submittals, and construction administration.



## PROJECT APPROACH AND WORK PLAN

The following work plan outlines DLZ's approach to assist in successfully completing the study and design efforts for a typical project that may be assigned under this contract. By combining this work plan with the technical expertise and staff availability of the DLZ team, we will be able to recommend cost-efficient, feasible design solutions to satisfy your functional facility needs.

Our approach will be similar to the approach we have used successfully in past similar projects, where close client contact is emphasized throughout the project development, and open lines of communication with all appropriate parties.

The project will be executed within the framework of the Michigan DTMB's standard services for the following Phases:

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

Despite the scale and complexity of the project, all projects will begin with a Project Kick-Off Meeting and project field investigation to establish the parameters of the project.

### **Quality Control**

Quality control is integrated throughout the project, as opposed to separately. Quality control is a multi-layered process that aims to address corrections throughout the course of the project as needed. This verifies corrections are seamlessly integrated and not compiled at the end of the project. Input of the MDTMB and the Client Agency is sought to confirm compliance with the overall project's goals and objectives.

Specific work plans are written and reviewed for each project. Project meetings address various aspects of the work plan. Within the DLZ organization, DLZ selects independent personnel within each discipline, who is not directly related to the project, to provide technical peer review of the documents and provide insight at each phase of the project. This approach is a part of our everyday operations and has been successfully used to reduce potential contractor claims or impact to the project schedule.

#### Schedule

We are prepared and available to begin work immediately on assigned projects following receipt of a formal Notice to Proceed from the MDTMB. Based on this approach and the receipt of an official notice to proceed, DLZ will make contact **ODLZ** 

within 24 hours to establish the Project Kickoff and Scoping Meetings to define project scope, schedule and anticipated budget.

Upon notification of an assigned project, DLZ will meet with MDTMB and the Client Agency personnel to establish the project parameters, including the overall schedule. The DLZ team has the necessary resources to staff your project appropriately to complete your project in a timely manner. Moreover, the DLZ team has the depth of resources available to meet more aggressive schedules, including emergency need projects.

DLZ prides itself with staffing each project with a team of professionals that deliver a quality project on schedule and with attention to detail.

## **Contract Management**

The process of planning, designing, phasing, and constructing facilities takes time, capital, teamwork, and commitment. It also requires consideration of how the logistics of constructing and/or renovating the facilities can be performed with the least inconvenience to staff, visitors, and other users of the facilities.

DLZ has a proven project management approach that is rooted in a strong proactive project management philosophy that begins with listening to the client's needs, assessing anticipated needs, and development of a logical implementation plan. Our commitment to client service allows projects to achieve the established budget and schedule objectives for each project. The key to any successful project is understanding the client's needs. DLZ's management approach centers on our commitment to form a partnership with the MDTMB and Client Agency. DLZ believes this fundamental philosophy promotes a cooperative working environment centered on open communication and the exchange of ideas that will establish a shared vision of your projects. This partnering begins at the project kickoff meeting where project scope and objectives are established, and continues throughout the course of each project until the projects are completed and the goals and objectives are met.

DLZ will utilize a management team that has clearly defined roles and responsibilities for each team member. Having completed numerous ISID contract with federal, state and local government agencies, DLZ's experience with similar project types to those that could be assigned under this contract provides you with the comfort and confidence that the work will be successfully implemented.

Project planning and management have been fundamental to the successful completion of our projects, regardless of type, size or complexity. DLZ's team has been carefully selected based on their administrative and technical expertise in capital improvement projects and modifications to existing facilities projects, including specifically meeting ADA requirements.

The ability of DLZ's Project Management team to fully understand the specific details and requirements needed for each project, allows the appropriate personnel to be assigned to the project and be able to track the progress and budget accordingly.

## **Progress Meetings/Updates**

Each project will experience the ongoing communication and dialogue in a variety of means (telephone, video conferencing, email). In addition, it is critical that scheduled face-to-face meetings are conducted between DLZ's Project Manager and the MDTMB Project Manager and the Client Agency. Meetings are typically held to provide a status report on the project's progress and development, as well as the overall project schedule and budget and to discuss specific information that is needed from the MDTMB or Client Agency or the design Team. These meetings are critical during the Construction Administration Phase.

DLZ's Project Management team has successfully implemented this project management approach and philosophy on a large number of public use facility assessment, design, and construction projects. Utilizing these tools and strategies, DLZ has developed the expertise to fully understand where issues can arise and how to address them on a wide-range of project types. The unique conditions associated with performing an assessment of an actively used public facility, and then developing construction documents that require use of the facility during construction with as little impact on operations as possible, is a skill we have applied often. There are numerous examples where this approach has led to successful projects on public facility renovations, a number of which are detailed in the resumes of our key staff as well as our team's project experience.

## Quality Management/Quality Control Approach

Architecture and engineering projects require flexibility and collaboration throughout the process to make sure the success of the project. Our team has developed a proven process that is based on more than 62 years of company experience which capitalizes on our lessons-learned with facility design projects including renovation of existing facilities where ongoing occupied operations must be maintained.

DLZ's extensive experience and years of collaboration has resulted in successful design and construction solutions as exhibited in our long history within the State of Michigan and reinforced by our project portfolio. We are familiar with the



history, traditions, and culture as well as architecture and level of service required by the MDTMB.

DLZ utilizes a Quality Management/Quality Control (QM/QC) process in all of our work. Quality Management (QM) is the **process of planning, organizing, implementing, monitoring, and documenting a system of management practices to improve the overall level of service to the client.** Successful QM requires an accurate understanding of the client's expectations with respect to communication, quality, schedule, budget and specific project issues. QM begins at the proposal/ contract development stage and continues beyond project completion.

### **Technical Quality Control**

DLZ is proud of the quality of the services that we provide to our clients. Our team documents the issues, goals, challenges, and the criteria that define each task. This information is carefully reviewed and potential solutions will be discussed with you to allow fiscally sound decisions to be made. Information is recorded in an organized and coherent manner for communication and future reference. The DLZ team has a proven record of successful quality control throughout the design process. DLZ's Quality Management program is based on four principles:

- 1. Strong Leadership Top management is totally committed to quality in all the services we provide and the final report.
- Individual Responsibility Every member of the team is a respected contributor to the quality management effort. They are each responsible for the quality of their own work and for the overall quality of the project as a whole. We build project teams to support these concepts and emphasize dedication to the good of the project.

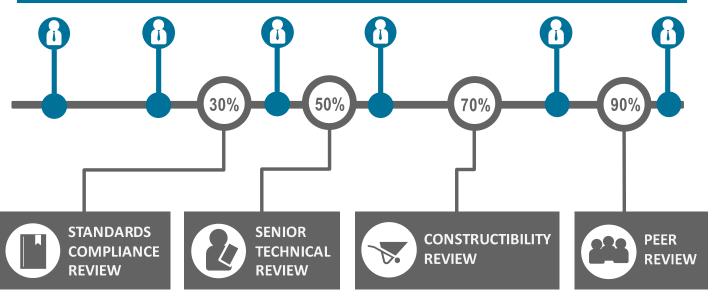
- 3. Constant Improvement We learn from every completed project. By dedicating our project team members to the entire length of the project, we are able to enhance our knowledge and experience. This allows each member to expand their knowledge and to make sure there are increased quality controls on subsequent projects.
- 4. Client Orientation Our efforts, services, and projects are tailored to satisfy the client's needs. Our team's primary guiding principle has always been to carefully identify and understand our client's current needs, and thoughtfully anticipate their future needs.

### **Technical Approach**

DLZ's technical approach will be similar for all project assignments and is proposed to be similar to the As-Needed Architectural/ Engineering Indefinite Delivery Service contracts that we have performed for local, state and federal agencies.

Upon notification by the MDTMB that a project has been assigned, DLZ will meet with MDTMB staff to clearly identify the scope of work, schedule, specific goals and objectives, and review the project site. This meeting will include, at a minimum, the DLZ Project Manager and the lead technical personnel that may be needed to complete the work. At this meeting DLZ and the MDTMB will discuss scope, schedule, budget, and other relevant information needed to develop a detailed scope of work and fee. A detailed Task Order scope of services, schedule and compensation for the project will be required and provided to MDTMB for review. Negotiations will ensue to refine any of these items to the satisfaction of both parties. DLZ will not proceed on any work or changes in the work on a project without written authorization from

## QUALITY MANAGER REVIEWS





the MDTMB. It is expected that the meeting and Task Order scope preparation process will be completed in a short time period, to allow for the project to quickly progress forward into design and construction.

All contact between DLZ and the MDTMB will be through DLZ's Project Manager, who will be the single point-ofcontact for the project. This single point-of-contact allows for simplicity and direct communication with DLZ without a cumbersome multi-person contact with other staff actually leading the design effort. DLZ considers ourselves to be an extension of MDTMB's staff, ready to meet on short notice, understand the importance of schedule and budget, and work effectively and efficiently to complete all assignments. This approach will allow us to maintain adequate capacity to manage multiple projects and address overall project parameters, as well as the specific tasks included in each individual project. Our goal is to provide a management structure capable of fully understanding the comprehensive goals of the MDTMB while utilizing our unique knowledge of similar project specific facility improvements that will address the unique goals and objectives of the MDTMB.

## **Opinion of Probable Construction Cost**

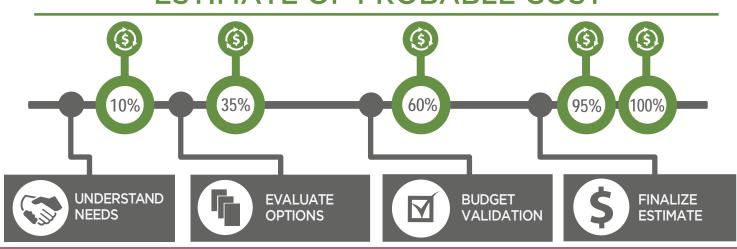
DLZ is extremely proud of our record of budgeting, preparing cost opinions, and managing construction costs. Development of accurate cost opinions begins with identifying the required improvements, verifying that all factors are considered and applying the appropriate contingency given the stage of the design. As is the case with development of quality construction documents, development of accurate cost opinions is based on communication and coordination with the client. Cost opinions and project parameters are established during the conceptual design phase of development and refined throughout the project as additional information becomes available and as the project design is refined. Project costs will evaluate the total project cost, including hard construction costs and "soft costs." Hard construction costs are detailed to reflect construction, site development, general conditions, contractor's overhead and profit, contingencies, and escalation for inflation. Soft costs typically include the Owner's contingencies, professional fees, reimbursable expenses, technology, furniture-fixturesequipment (FFE), storage expenses, survey, securing of the work site, and other costs associated with the project.

### **Construction Administration**

The DLZ Project Manager will continue to manage and oversee the project through the Construction Administration Phase. On a project-specific basis, the DLZ team will coordinate with the MDTMB to determine the specific level of on-site representation that is required for each project. At a minimum, DLZ will visit the site at intervals appropriate to stage of construction, attend progress meetings, review pay applications, review shop drawings and submittals, prepare field reports when on-site that summarizes field observations, and confirm as-built documents are maintained by the Contractor. The MDTMB will be informed of the progress and quality of the work. If appropriate for the size and complexity of the project, DLZ also offers Full-Time and/or Part-Time On-Site Project Representation services during construction.

DLZ's Project Manager will work with DLZ's designated on-site representative to determine whether the work is proceeding according to the Contract Documents and will assign the required technical design staff to review shop drawings and Request for Information (RFI).

It is critical to the success of the project that a process is in place that allows the efficient management and processing of construction administration documents, including shop drawings and RFIs made during the construction phase of the project. Providing a timely response to RFIs will allow the Contractor to maintain their project schedule.



## ESTIMATE OF PROBABLE COST







#### Questionnaire for Professional Services Department of Technology, Management and Budget 2021 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: DLZ Michigan, Inc. Address: 1425 Keystone Avenue, Lansing, MI 48911 Telephone and Fax: 517.393.6800 Website: www.dlz.com E-Mail: msethi@dlz.com SIGMA Vendor ID: CV0016067

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: Detroit: 607 Shelby St., Detroit, MI 48226; Kalamazoo: Skyrise Business Center, Kalamazoo, MI 49007; Melvindale: 4041 Martel St., Melvindale, MI 48122; Muskegon: 950 W Norton Ave., Muskegon, MI 49441; Port Huron: 2291 Water St., Port Huron, MI 48060; Saint Joseph: 505 Pleasant St., Saint Joseph, MI 49085; Waterford: 4494 Elizabeth Lake Rd., Waterford Township, MI 48328

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)? 1425 Keystone Avenue, Lansing, MI 48911

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. Manoj Sethi, PE, President, 1425 Keystone Ave., Lansing, MI 48911, msethi@dlz.com, 517-393-6800

2. Check the appropriate status:

Individual firm	Association	Partnership	Corporation, or	Combination – Explain:	Click or tap here
to enter text.					

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: Michigan, November 18, 1999

Include a brief history of the Professional's firm: DLZ's Michigan operation was founded in 1955 by Dr. John R. Snell(Snell Environmental Group, Inc.). In 1998, to supplement and expand our engineering capabilities, Cole Associates(founded in 1916) joined with Snell Environmental Group as a separate corporation (Cole Associates of Michigan). InJanuary 2000, the Michigan operation assumed the DLZ corporate name to form DLZ Michigan, Inc

3. Provide an organization chart depicting all personnel and their roles/responsibilities. Please see Section 2: Personnel for organizational chart.



- 4. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. Please see Section 2: Personnel for organizational chart. Key personnel are listed with an asterisk and resumes are included in on the pages following the organization chart.
- 5. 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. In 2018, DLZ acquired Johnson & Anderson, headquartered in Waterford, Michigan and additional offices in Port Huron, Muskegon, and Flint. Johnson & Anderson has a longstanding presence in southeast Michigan, with an office in Oakland County since 1945. This acquisition results in greater geographic coverage and significantly increased our capacity for civil engineering, survey, GIS, and construction inspection. This increases our ability to perform design and engineering for water and sewer utilities, roads, trails, storm water management, asset management, survey and geospatial projects throughout the state.
- 6. Provide a four year rate schedule per position. Please refer to Part II: Cost Proposal for billable rates.



#### 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.

- $\boxtimes$  ADA facility assessment and remodeling
- $\boxtimes$  Boilers and steam systems
- Bridges pedestrian and vehicular
- ☑ Building and structure additions
- Building envelope investigation, repair, upgrade
- $\boxtimes$  Correctional facilities
- □ Door and window replacement
- $\Box$  Fire and security alarm systems
- □ Fish passage structures
- General architectural and/or engineering design
- HVAC equipment replacement, upgrade, selection
- HVAC controls replacement, upgrade, selection
- $\boxtimes$  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
- $\boxtimes$  Parking and paving
- □ Recreation and Sports Facilities / Fields
- ⊠ Roof repair, restoration and/or replacement design
- □ Soil Erosion Sedimentation Controls
- $\boxtimes$  Site surveying
- Stormwater management and drainage plans
- Structural investigation and assessment
- ☑ Toilet and/or shower room remodeling or design
- $\boxtimes$  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)
- 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: <u>Click or tap here to enter text.</u>



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

#### Yes 🛛 No 🗆

If yes, explain: DLZ has worked with DTMB for over 30 years. In the past 5 years, DLZ has compleed \$8.25M in professional services for DTMB. In the past 5 years, 31% of our work has been for the State of Michigan.

#### ARTICLE 5: CAPACITY AND QUALITY

5.1 Briefly describe your firm's methods and procedures for quality control for your deliverables and services. DLZ maintains a strong commitment to quality. Our product's quality has been primarily verified through the professional competence of the personnel performing the assigned project/task. Assignments of projects/tasks are based on the demonstrated capabilities of the personnel and the establishment of internal procedures and guidelines in order tosafeguard and maintain a consistent and effective process for quality management/quality control (QM/QC). DLZ will implement a three-step process for providing a quality project on time and within schedule.

Step 1: For each assigned project, DLZ will develop a project work plan consistent with State policies and procedures tofacilitate the administrative supervision of the work. DLZ will control and manage scope, budget, and schedule to verify that we provide the work for which we have been contracted. The plan will include computer generated project scheduling; costs and labor tracking; monthly progress reports; and status presentations and proactive communications with the State Project Manager, project staff, subconsultants, regulatory agencies and other involved stakeholders.

Step 2: All project personnel are responsible for verifying a quality product in their functional area through internal designchecks, design reviews and interaction with the DLZ project manager and QM/QC team members representing their functional area. The project will be undertaken with full communication between project team members so that the development of one discipline's task features does not interfere with another discipline's task features.

Step 3: Each project will include a QM/QC team. This team is responsible for documentation concerning the actions and decisions of the QM/QC team. The QM/QC team and the DLZ project manager will periodically review the project for completeness and constructability as is relates to the project. In addition to the above, projects that are large in scale, and/or complex in nature, often benefit from additional technical reviews. DLZ has offered, and successfully coordinated, independent technical reviews (ITR) for many of our projects. For instance, ITR is part of every project undertaken between DLZ and the United States Army Corps of Engineers (COE). ITRs are a continuing evaluation of the adequacy of project design and constructability as the project progresses, as well as the final evaluation of the completed project. Independent reviews, when utilized, will be a seamless value added process between the project team and the QM/QC team.

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

Yes  $\Box$  No  $\boxtimes$ If yes, explain: The answer is for the last 5 years.

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

Yes  $\boxtimes$  No  $\square$ 



- 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. DLZ has a proven project approach, which consists of a strong, proactive project management philosophy. DLZ's contract is with the MDTMB Design and Construction Division. Our contractual obligation must be met and fulfilled. The State Agency is who the project will ultimately serve. The project is requested by the State Agency to the MDTMB. DLZ corresponds directly with the MDTMB Project Director/Manager and keeps the State informed of project progresson a monthly basis, attends coordination meetings, minimizes surprises, resolves issues as soon as possible, produces designs in conformance with all applicable codes, standards and guidelines, maintains an aggressive quality control process, submits ahead of schedule and maintains the project budget. DLZ, in conjunction with the MDTMB will confirm the proposed design solutions with the State Agency.
- 5.5 Describe your approach if a bidder proposes a substitution of a specified material during bidding. DLZ's standard procedure requires that bidders submit substitution requests no less than ten calendar days prior to the bid date to allow adequate review time for the proposed substitution. DLZ includes a Substitution Request Form within the Project Manual; bidders must complete the proper form and submit adequate backup documentation to evaluate the proposed product or system. With input from the Owner, DLZ reviews the proposed substitution to determine if the proposed product or system complies with the design intent and meets or exceeds the performance criteria of the specified product or system. If the specified procedure is followed and the proposed substitution is found to be acceptable, then the product is added by addendum as an acceptable product.
- 5.6 Describe your approach if a contractor proposes a substitution of a specified material or detail with shop drawing submittals or in construction. When a contractor proposes a substitution or revised detail during construction, DLZ reviews the proposed solution wit hthe Owner and the contractor along with specific reasoning behind the proposal and identifies potential alternatives that will result in the best value for the Owner. Typically, product substitutions are not approved after the bidding phase without good cause or documentation of a hardship associated with the specified product.
- 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? DLZ will identify a Project Manager that will be the single point-of-contact for all work performed under this ISID contract. The Project Manager will remain in regular communication with the MDTMB and client agency representatives throughout the progress of each project. DLZ will provide written progress status reports for each project under this contract; status reports will be submitted on a regular basis.

DLZ will provide and maintain, to the State of Michigan, a proactive approach regarding the exchange and processing of information by implementing several actions to minimize the potential for problems. First, we will identify interests, goals and positions between the user and stakeholders (if appropriate) early in the process. This will maximize the amount of time available for resolving and minimizing conflicts. We also make sure that discussions during progress meetings are for agency interests, rather than on positions and perceptions. The DLZ approach to this contract will not be unlike our other multidisciplinary discretionary contracts where the emphasis of careful preliminary analysis, close client contract throughout project development, and communication with all appropriate parties prior to commencing design is stressed. Each project will begin with a project kickoff meeting. DLZ will meet with the State and other applicable agencies, together with other stakeholders deemed necessary. The main purpose of this meeting will be to exchange information, define the established level of quality for the project, discuss opportunities and constraints of the project, establish communication protocols, discuss project goals and objectives, and review the scope of work and schedule for the project. This meeting will develop a baseline for coordination and communication throughout the project.



During project development, periodic progress meetings will be conducted. The frequency of these meetings will be determined during the kickoff meeting and based primarily on the size, complexity and schedule of each project. For a "fast track" project, additional forms of coordination and communication, including video and phone conferencing and/or web-based communications, can be utilized. Beyond these items, we structure meetings so that we obtain consensus at key decision points and build on previous decisions. This prevents revisiting old decisions and redoing work. We effectively apply this approach of conflict avoidance/resolution to each of our projects, regardless of size, from kickoff to project construction closeout.

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. DLZ uses a combination of previous project bid results for similar projects, RSMeans National Cost Estimatin gGuidelines, and resources from the local construction market to validate and verify the anticipated project budget through considerations of the local bidding climate and historical data. When appropriate, DLZ utilizes the services of an independent cost estimating consultant or a contractor to confirm the opinion of probable construction costs. Using a combination of various references has proven to be an effective approach to developing cost estimates. For example, DLZ has a good track record of developing cost estimates early in the design process for over 75 projects under our current Indefinite Quantity Contract (IQC) with the United States Postal Service; for projects under this IQC, the project funding is typically requested during the design phase based on preliminary design estimates
- 5.10 Describe your approach to minimizing construction cost over-runs.

DLZ takes pride in our track record of cost management during construction. This process begins early in the design process by establishing an understanding of the project parameters and maintaining a high standard for communicaton and quality management throughout the project. DLZ has successfully implemented a variety of strategies to manage costs during construction; specific strategies may depend on project goals, schedule, funding source, and procurement process. DLZ will work closely with the Owner to develop the most effective strategies for cost management. As an example, DLZ has successfully completed numerous projects without change orders under DLZ's currnet IQC with the United States Postal Service. DLZ has found that the most effective strategy is to develop a set of construction documents that clearly identifies the scope of work and the design intent. Cost over-run is typically a result of unforeseen conditions, owner requested changes, errors or omissions or schedule delays. DLZ's approach to controlling change orders begins with a clear understanding of the project scope, budget, level of quality, and schedule for each assignment. We then prepare accurate and detailed construction documents; and make certain regulatory agencies with jurisdiction over the project, as well as appropriate stakeholders, that coordination and communication has been fully implemented throughout the design process.

- 5.11 What percentage of the PSC cost should be devoted to construction administration (office and field)? Typically, fees for construction administration basic services vary between 15 - 25% of the PSC's total budget.
- 5.12 What portion of the assigned work will be performed with your staff and what portion will be provided by subconsultants? DLZ Staff: 90-100% Subconsultants: 0-10 %



6.13 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.)

For a typical project, DLZ anticipates making contact with the MDTMB Project Manager within 24 hour notice of potential project, at which time a scoping meeting will be scheduled to define the Scope of Work and project parameters. Typically an initial site visit is conducted within three days after notice of assignment, and a proposal is submitted for review within seven calendar days thereafter. Upon receipt of a Notice to Proceed, DLZ anticipates beginning the project with a kickoff meeting within seven calendar days after the Notice to Proceed. In special circumstances that require urgent attention, DLZ has a strong record of responding to the immediate needs of the project, especially in emergency conditions which immediate timely response and action.

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

DLZ's process to assess whether or not a bidder is responsive and responsible includes a thorough review of the bid packets received from each bidder, including documentation of a checklist for each bidder to identify if all the appropriate documents were filled out in their entirety and included proper signatures and certifications. In the event that minor irregularities are identified, these are documented and discussed with the Owner. Depending on the circumstances, the bidder may be afforded the opportunity to correct minor irregularities, if appropriate and with the Owner's concurrence. Typically, DLZ also performs post-bid interviews with the three apparent low bidders to confirm bid amounts and to verify that bidders have a thorough understanding of the project requirements and scope of work. In the event that qualifications and references are also to be considered part of the evaluation criteria, then DLZ also reviews the bidder's qualifications and may contact references as appropriate. If there are no discrepancies found in the documents and all other factors appear to be in order, then DLZ will discuss with the Owner and prepare are commendation of award based on all the information available.

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

DLZ has a significant amount of experience with sustainable design efforts and LEED Certification. DLZ has LEED Accredited Professionals in multiple design disciplines and has successfully completed a variety of LEED Certified building projects throughout the Midwest. DLZ understands the challenges and opportunities involved in implementing a variety of sustainable design strategies and the LEED Certification process. *Sustainable Design:* Sustainable design seeks to reduce negative impacts on the environment, and health and comfort of building occupants, thereby improving building performance. The basic objectives of sustainability are to reduce consumptio nof non-renewable resources, minimize waste and create healthy, productive environments. Utilizing a sustainable design philosophy encourages decisions at each phase of the design process that will reduce negative impacts on the environment and the health of the occupants, without compromising the bottom line. It is an integrated holistic approach that encourages compromise and tradeoffs. Such an integrated approach positively impacts all phases of a building's life cycle, including design, construction, and operation.

**LEED Certification:** LEED is a third party certification program and a nationally accepted benchmark for the design, construction and operation of high performance buildings. LEED certification is available for all building types such as new construction, major renovation, existing buildings, commercial interiors, core and shell, schools and homes. LEED is a point-based system where projects earn LEED points for satisfying specific green building criteria within six categories: Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality, and Innovation in Design. The number of points a project earns determines the level of LEED certification the project receives. LEED certified projects blend environmental, economic and occupant-orientated performance, are easier tooperate and maintain, are energy efficient, and are healthier and safer for occupants

5.16 Describe your experience with similar open-ended contracts.

DLZ has a significant amount of similar experience with open-ended and as-needed type contracts for federal, state, and local government agencies. Currently DLZ holds several such contracts with governmental



agencies such as the MDTMB (LOE Contract), MSHDA, MDOT, Lansing Community College, Wayne County Airport Authority, and many others. One such example is our Indefinite Quantity Contract with the United States Postal Service, under which we have completed over 300 unique projects including a wide variety of facility repair and alteration projects of variousscope, size, and complexity at postal facilities across the Midwest.

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

DLZ has extensive experience with repair and alteration projects, remodels, system/equipment replacement, and other facility renovation projects that involve field verification of existing components and systems. Initially, DLZ gathers as much written documentation, existing drawings, and other building that may be available to draw from prior to initiating a field visit. Having reviewed any available information prior to a field visit enables the designers the ability to be prepared for conditions that may be encountered while on site. Designers for each applicable discipline then visit the facility to gather and verify additional information required to complete the intended design. Photographic and/or field survey documentation is taken as appropriate for the project. Higher technology methods are also available depending on the complexity and specific project needs. During the course of the project when additional design parameters become apparent, DLZ routinely makes supplemental site visit(s) to the site to verify and gather specific conditions and details that may be necessary. For mechanical and electrical systems, DLZ routinely documents the existing equipment including loads, model numbers, and serial numbers to gather more information from the manufacturers, gaining a solid understanding of how the existing system operates and functions. DLZ also requests facility energy usage data for the past 12-24 months in order to gain an understanding of the building's energy usage to forecast energy use of the proposed systems. Depending on specific circumstances and project needs, DLZ has gone so far asto perform special testing, material sampling, and/or exploratory investigation in order to identify specific project parameters necessary to provide the most appropriate recommendations for each project.

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. **Campground:** Campground permits are required to verify that proposed campground construction addresses health and safety of the campground users. The EGLE administers the campground permit program. DLZ would coordinate early on in the design programming effort to confirm the State permit requirements. The permit application would be completed and submitted to the local Public Health Department who would forward the permit to the EGLE upon completion of their review.

**Critical Dunes:** The protection act requires a permit for any activities, including contour changes, in areas identified as critical dunes. Uses are prohibited on slopes measuring greater than 33 percent without a variance, and structures are prohibited on the first lakeward-facing slope of a critical dune area. Environmental impact assessments are required for special use projects (subdivisions, site condominiums, etc.). Local units of government have the opportunity to assume permitting authority under the act by adopting or amending a zoning ordinance. The EGLE retains final review authority for special use projects. The EGLE/USACE joint permit application is used for critical dune areas is made with the local unit. In all other areas, permit applications are submitted to the EGLE in Lansing. Once a permit application is filed, field staff conducts an on-site inspection of the proposed use. If the proposal does not meet the standards in the act, staff will work with the applicant to determine if there are alternatives on the site that would enable development of the property while meeting the standards in the act. A panel of staff reviewers in Lansing considers variance requests.

**Coastal Zone Management:** The Coastal Zone Management (CZM) program is a grant program created to encourage projects that reflect Michigan's coastal management objectives. These objectives include:

- Creation and enhancement of coastal public access.
- Protection of sensitive natural resources, such as wetlands and sand dunes.



- Control of development in erosion or flood hazard areas to prevent loss of life and property.
- Education and distribution of information about Michigan's coast and Great Lakes.
- Preservation and restoration of historic coastal structures.
- Redevelopment of urban waterfronts and ports.

DLZ would coordinate early in the project planning process to confirm the priorities and requirements of the CZM program. Using the standard CZM grant application form, DLZ would work with the State to develop a complete grant application that would satisfy the program requirements and promote a successful project in a competitive grant process.

**Projects Adjacent to Michigan Lakes and Rivers:** DLZ staff has prepared and submitted a number of joint permit applications to the EGLE for projects in or adjacent to lakes and rivers in Michigan. Our staff routinely performs site reviews along watercourses to determine permit requirements, extent of the ordinary high water mark (OHWM), location of riparian wetlands and functions of values of each, review of FEMA maps to identify the location and extent of 100-year floodplains, review critical habitat for potential presence of threatened or endangered plants and animals, and review of various physical parameters of streams. Projects that required these reviews have included bridges, roads, seawalls, utility crossings, boat launches, building construction, and others. We understand the process involved and the required materials for submittal with the permit application which varies depending on the type of project. Our scientists and engineers regularly prepare and submit detailed information such as hydraulic analyses to verify no harmful interference with flood flows for bridge and other projects that may encroach on the floodway. Our staff of biologists understands the potential impacts that construction projects can have on the environment and negotiate with EGLE staff to develop permit conditions that are reasonable and will protect the natural resource.

A key aspect of projects adjacent to regulated water bodies is preparation of a detailed soil erosion and sedimentation control (SESC) plan. Sediment deposition into waters or wetlands can be a major issue and our SESC plans focus on prevention of sediment erosion as the main priority, not simply installing best management practices (BMPs) to collect the sediment. We review topography, vegetation on the site, staging plans, soil types, and other components of each individual site to determine the extent and types of BMPs that should be installed to minimize the potential for deposition of sediment off the construction site. We prepare a separate SESC plan that includes the types and locations of various temporary and permanent SESC measures to be utilized, maintenance requirements of each, staging/schedule for implementation, and detailed notes for the contractor. DLZ has numerous certified Construction Stormwater Operators that review construction sites following precipitation events (at least weekly regardless) to review SESC measures are operating as designed and alert the contractor of which ones need to be repaired, replaced, or maintained.

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

In the event the contractor requests additional compensation associated with a change in the project scope, DLZ reviews the circumstances with the contractor to gain an understanding of the questioned scope and whether or not it is a legitimate change or if the scope is actually included within the contract. In the event there is a legitimate change inscope, then the circumstances which led to the change are evaluated and documented. If the change in scope alsorequires a change in contract amount, the circumstances are discussed with the Owner and a recommendation isprepared for the Owner's consideration.



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

DLZ has the experience to provide the professional consulting services required for this project. The references below are for current and former public agency clients for which DLZ has completed similar work. The projects completed for these public agencies have included similar work elements and scope of services anticipated for this professional services contract.

#### Mr. Timothy Martz, Director of Facilities

Lansing Community College 7230 Physical Plant, P.O. Box 40010 Lansing, Michigan 48901 Telephone: (517) 483-1808 martzt@lcc.edu



#### Ms. Donna Rice, Senior Project Manager

City of Detroit Coleman A Young Municipal Center 2 Woodward Avenue, Suite 601 Detroit, Michigan 48226 Telephone: (313) 224-0174 riced@detroitmi.gov



#### Mr. Donald Kandl, Project Manager

Great Lakes Facilities Service Office United States Postal Service 500 Fullerton Avenue Carol Stream, Illinois 60199 Telephone: (630) 295-6239 donald.w.kandl@usps.gov

Gerald R. Ford International

Grand Rapids, Michigan 49512

Telephone: (616) 233-6041

Airport Authority

cries@grr.org

5500 44th Street, SE

Mr. Casey Ries, PE, Engineering & Planning Director



#### Ms. Linda Rensland, Facilities Project Manager

Kent County 300 Monroe Avenue N.W. Grand Rapids, Michigan 49503 Telephone: (616) 299-9077 Linda.Rensland@kentcountymi.gov



#### Mr. Jeff Hall, Director Buildings & Ground Department

Van Buren County 753 Hazen Street Paw Paw, Michigan 49079 Telephone: (269) 657-7864 hallj@vbco.org



# ADA FACILITY ASSESSMENT AND REMODELING

### WAYNE COUNTY AIRPORT AUTHORITY (WCAA) ADA COMPLIANCE SERVICES

#### WAYNE COUNTY, MICHIGAN

- **Owner** | Wayne County Airport Authority 11050 Rogell Drive, Bldg. #602 Detroit, Michigan 48242
- Contact | Mr. John Paul Minear Deputy Director, Planning (734) 247-7370

Completion Date | Prime Contract - 2018 Subconsultant - Ongoing

Project Cost | varies

DLZ has been assisting the WCAA with various compliance efforts to meet FAA and other federal requirements. DLZ was contracted to perform Architectural/Engineering (AE) services for the design and construction oversight of projects to the public use facilities side at Detroit Metropolitan Wayne County Airport (DTW) and Willow Run Airport (YIP). The primary goal of this contract is to perform corrections to the facilities with regards to accessibility and to bring facilities into compliance with the Americans with Disabilities Act (ADA). At the conclusion of that contract, DLZ was contracted as the ADA compliance expert sub-consultant under GHD, the subsequent contract holder. As prime consultant, DLZ performed an ADA compliance evaluation of the Westin Hotel, a 404 room, 7 story hotel with all top amenities, including conference facilities on 3 levels, and which is attached to one of the terminals at DTW. DLZ also evaluated 13 non-terminal support facilities, including the airport administrative and public safety building, maintenance offices, several private air carrier facilities, and several car rental agencies. DLZ also provided design and construction management services for several accessibility improvement projects, including correction of ramps at the Westin, various signage improvements, Transportation Center restrooms, and parking garage accessible route improvements.

As a subconsultant to GHD, DLZ performed inspections of all public areas at the McNamara Terminal, including the adjacent parking structure and Ground Transportation Center, all public accessible routes outside and within the terminal, passenger loading zones, baggage claim, ticketing, Service Animal Relief Areas (SARA), Freedom Center, Religious Reflection Room, several Nursing Mother's Rooms, many restrooms, several Delta Sky Clubs, and limited meeting rooms leased by Delta Airlines but used by WCAA. DLZ also assisted WCAA by preparing a Title VI Implementation Plan and is currently beginning a project to prepare a Transition Plan, which will assemble information about all previous facility evaluations and also evaluate WCAA policies, programs, and procedures at DTW to ensure they are also accessible.

# CITY OF SEVIERVILLE ADA SELF-EVALUATION & TRANSITION PLAN

#### CITY OF SEVIERVILLE, TENNESSEE

- Owner | City of Sevierville 310 Robert Henderson Road Sevierville, TN 37862
- Contact | Mr. Bryon Fortner Public Works Director (865) 868-1777

Completion Date | 2020

Project Cost | \$215,000 (Study)



The City of Sevierville, Tennessee, contracted with DLZ to perform a selfevaluation of all City facilities, programs, policies, and procedures and prepare a Transition Plan to assist in prioritizing their ADA compliance efforts. DLZ's facility self-evaluation included 17 City buildings, 9 parks, 50 miles of sidewalks, several blocks of on-street parking in the downtown shopping district, pedestrian signals, and 365 intersections with curb ramps. DLZ partnered with a local firm who collected field measurements for pedestrian facilities within the public right-of-way and other limited exterior spaces utilizing Excel and Geojot forms developed by DLZ specific to this type of specialty work. This beneficial partnership allowed for owner cost-savings and support of local business.



## CITY OF DAYTON ADA SELF-EVALUATION AND TRANSITION PLAN

#### CITY OF DAYTON, OHIO

Owner | City of Dayton 101 W. Third Street Dayton, Ohio 45402

Contact | Mr. Andrew Marks Senior Engineer II (937) 333-3857

Completion Date | September 2021 (estimated)

Project Cost | \$425,000 (Study)

The City of Dayton, Ohio, contracted with DLZ to perform a selfevaluation of all City facilities, programs, policies, and procedures and prepare a Transition Plan to assist in prioritizing their ADA compliance efforts. DLZ's facility self-evaluation included 56 City facilities, 68 parks, 11 bike path segments, public right-ofway sidewalks fronting on all City facilities & parks, and 1312 parking meters and pay stations. The City has collected data on curb ramps and provided that information to DLZ for analysis of compliance. DLZ partnered with a local DBE firm, who collected field measurements for pedestrian signals at 312 signalized intersections.



This project included evaluation of many unique types of facilities, many of which are very old and have substantial barriers to access and use by the disabled public and employees. Facilities reviewed included several parking garages, the Dayton Convention Center, Dayton Dragons Stadium (home of the Cincinnati Reds Class A affiliate), numerous community and recreation centers, and multiple golf courses. Public input was achieved via direct mailings to disability advocacy groups and public notice to solicit input, an online survey, and the draft SETP will be released for public review and comment prior to adoption. The self-evaluation of programs, policies, and procedures will be completed by DLZ and the results compiled into a Transition Plan that the City will utilize to make the necessary corrective actions and policy changes.

# CITY OF GATLINBURG ADA SELF-EVALUATION & TRANSITION PLAN

#### GATLINBURG, TENNESSEE

- Owner | City of Gatlinburg 1230 East Parkway Gatlinburg, TN 37738
- Contact | Ms. Michele Diebold Human Resources Manager (865) 436-1414

Completion Date | 2019

#### Project Cost | \$150,000 (Study)

The City of Gatlinburg, Tennessee, contracted with DLZ to perform a self-evaluation of all City facilities, programs, policies, and procedures and prepare a Transition Plan to assist in prioritizing their ADA compliance efforts. DLZ's facility self-evaluation included 25 City facilities, 2 parks, 25 miles of sidewalks, pedestrian signals, 148 trolley stops and 30 shelters, and 40 intersections with curb ramps. DLZ partnered with a local firm who collected field measurements for pedestrian facilities within the public right-of-



way and other limited exterior spaces utilizing Excel and Geojot forms developed by DLZ specific to this type of specialty work. This beneficial partnership allowed for owner cost-savings and support of local business. Gatlinburg is a unique community, with a large tourist trade that swells the population from the 4000 permanent residents to over 50,000 daily. This constant influx of tourists from across the country accentuates the need for accessible facilities. This project included evaluation of many facilities, including several parking garages, welcome/visitor centers, and more. Public input was achieved via direct mailings to disability advocacy groups and public notice to solicit input, an online survey, and issuance of the draft SETP for public review and comment. The self-evaluation of programs, policies, and procedures was completed by DLZ and the results were compiled into a Transition Plan that the City will utilize to make the necessary corrective actions and policy changes.

### PROJECT TYPES AND SERVICES OFFERED **WDLZ** BOILER AND STEAM SYSTEMS

### MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY BOILER REPLACEMENT

#### Mishawaka, Indiana

**Owner** | Mishawaka-Penn-Harris Public Library 209 Lincoln Way Mishawaka, IN 46544

Contact | Dena Wargo (574) 259-5277 D.Wargo@MPHPL.ORG

Completion Date | 2020

Project Cost | \$223,100

Mishawaka Library contains approximately 81,400 square feet located on two levels. The existing heating system was served by a single steam boiler which was then converted to a hot water distribution system. The boiler, pumps, and supporting components had served their useful life and were not energy efficient. Additionally, the equipment was not able to take full advantage of the new DDC controls systems DLZ designed for the library as part of their 2017 Capital Improvements.

DLZ designed a new system that considered energy efficiency, improved redundancy, and low maintenance. Two (2) new 2MMBTU condensing boilers were selected to provide hot for distribution. The distribution

throughout the library was provided by four (4) new pumps. The overall system was interfaced with the direct digital control system to provide responsive energy-efficient staging for boiler operations.

Consideration was also required of the existing chimney infrastructure to allow the installation of new properly rated combustion flues and intakes routed from the basement mechanical room up a heavily congested mechanical chase to access the roof.

In addition, this project included the replacement of the antiquated humidification system equipment. A new steam boiler with proper water treatment systems and integrated DDC controls was provided for a more effective humidification solution.



### MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY BID PACKAGE 2 The Facility Assessment Report

#### Mishawaka, Indiana

- Owner | Mishawaka-Penn-Harris Public Library 209 Lincoln Way Mishawaka, IN 46544
- Contact | Dena Wargo (574) 259-5277 D.Wargo@MPHPL.ORG

Completion Date | 2017

**Project Cost** | \$115,000

The Facility Assessment Report prepared in 2016 by DLZ separated the identified capital improvement projects into short-term, intermediate, and long-term projects. Projects included in Design Release 2 were selected to replace aging equipment and improve the energy efficiency and user control of the mechanical system at the Mishawaka and Bittersweet locations.

Bid Package 2 covered replacement of the boiler, chilled and hot water pumps, hot water expansion tank and air separator, piping, valves, and a new exterior louver and an exhaust fan at the Bittersweet Branch.





# MICHIGAN CITY ARMORY STEAM BOILER REPLACEMENT PROJECT

#### MICHIGAN CITY, INDIANA

- Owner | Indiana Army National Guard Indiana Adjutant General's Office State Armory Board 711 North Pennsylvania Street Indianapolis, Indiana 46204
- Contact | Mr. Jeff Duncan Tyndall Armory (317) 247-3300 Jeffrey.w.dunca.nfg@mail.mil

Completion Date | 2019

#### **Project Cost** | \$342,000



DLZ was commissioned to perform an initial facility heating system assessment of the Michigan City Naval Armory building located in Michigan City, Indiana. The 30,000 s.f. armory, constructed in 1937, is currently heated by a steam boiler heating system serving radiators and heating coils throughout the building via a network of steam supply and condensate return piping. The system currently consists of two gas-fired steam boilers each with a rated output of 2,600 lb/hr which were installed in 1999. One boiler has been non-operational at least six years, and was used for parts to maintain the other boiler operation. The existing boilers, condensate return network, and associated controls had exceeded their original design lives, and required immediate replacement.

DLZ prepared design documents, assisted with bidding and procurements and conducted Construction Administration services. Through an ASHRAE Level II energy audit of the facility, DLZ was able to propose cost savings associated with updating the steam traps throughout the building, and found construction cost savings in reducing the installed boiler sizes while maintaining redundancy through "right-sizing" based on current loads.

The project included the removal of the entire existing steam boiler plant, and all associated controls. Two new steam boilers and associated connections to all systems necessary were designed and installed.

# ELKHART COUNTY JUVENILE CENTER ADDITION

#### Elkhart County, Indiana

#### INDIANAPOLIS, INDIANA

- Owner | Elkhart County Board of Commissioners 117 North Second Street Goshen, Indiana 46526
- Contact | Mr. Jeff Taylor County Administrator (574) 534-3541

Completion Date | 2019

Project Cost | \$8,000,000

DLZ provided complete architectural and engineering services for a new Juvenile Detention Center addition to the existing Jail located within the Elkhart County Criminal Justice Complex.

The new center totals approximately 23,000 gsf, including housing for approximately 30 juveniles, day rooms, classrooms,



and recreation space. The facility also provides a secure sallyport, intake, and administrative offices. Site Development included parking, hardscape, and civil infrastructure. Security and access control systems include detention doors, proximity card readers, and CCTV.

As part of this project, DLZ designed two steam to hot water heat exchanger systems to deliver domestic hot water and heating hot water on-demand to the expansion – served by the existing medium pressure steam utility infrastructure on site.

### PROJECT TYPES AND SERVICES OFFERED **WDLZ** BRIDGES

# COLUMBIA ROAD OVER GRAND RIVER BRIDGE REPLACEMENT

#### INGHAM COUNTY, MICHIGAN

**Owner** | Ingham County Road Department 301 Bush Street Mason, Michigan 48854

Contact | Ms. Kelly R. Jones (517) 676-9722 kjones@inghamcrc.org

Completion Date | 2018

Project Cost | \$1,777,083



DLZ provided topographic and hydraulic surveys, hydraulic and scour analyses, USACE/EGLE joint permit application, utility coordination, bridge and road design, and MOT design for the replacement design of a single span steel truss bridge. The structure consists of pile supported concrete abutments, steel truss superstructure, concrete deck with two-tube steel railings. DLZ worked hand-in-hand with a steel truss fabricator throughout the design and construction to coordinate the design of the substructure and road approaches with the design of the steel truss superstructure. Close coordination and understanding of the superstructure loads, design and load rating vehicles and calculations, as well as proposed bearing elevations took place between the DLZ engineers and the truss fabricator. The 165-foot single span bridge replaced a three-span structure that had two piers in the river. The new structure completely spans the river and includes spill through slopes protected by heavy riprap. The construction project included full roadway closure and a detour route several miles in length. The intersection of Columbia Road and Waverly Road at the east end of the bridge was relocated slightly away from the bridge to provide better visibility and a safer intersection.

# MT. ZION STREET BRIDGE OVER CHRISTIANA CREEK

#### CASS COUNTY, MICHIGAN

- Owner | Cass County Road Commission 340 North O'Keele Street Cassopolis, Michigan 49031
- Contact | Mr. Joseph Bellina III, P.E. (269) 445-8611 jbellina@casscoroad.com

Completion Date | 2017

**Project Cost** | \$756,120



DLZ was retained by the Cass County Road Commission (CCRC) to design the replacement of the existing four adjacent CMP culverts carrying Mt. Zion Street over the Christiana Creek. This structure is included on the Local Bridge Program funding list for replacement for the 2017 fiscal year. The CCRC desires to have construction begin in the spring of 2017 and be completed by August 2017. DLZ is responsible for obtaining the topographic and hydraulic surveys; obtaining bridge and approach soil borings; performing the hydraulic analysis and MDEQ permitting; completing the Michigan Department of Transportation (MDOT) bridge program application (including obtaining SHPO and endangered species clearances); developing 7000 series numbered unique special provisions and the FUSP/SS/ NB checklists; and, preparing cost estimates. Tasks included design and review of TS&L, Preliminary and Final Plans, attending and participating in the Grade Inspection meeting, and coordination with utility owners. The proposed 60-foot long bridge replacement consists of adjacent, precast/prestressed box beams, a 6-inch concrete deck, and two-tube steel bridge railings. The concrete abutments are pile supported. The approaches consist of concrete approach slabs, HMA roadway approaches, and guardrail runs in all guadrants.



#### S. MARSHALL AVENUE BRIDGE OVER KALAMAZOO RIVER MARSHALL, MICHIGAN DLZ was retained by the City of Marshall to design the replacement the substance parts filled arch structure built

- Owner | City of Marshall 323 W. Michigan Avenue Marshall, MI 49068
- Contact | Ms. Kristin L. Bauer, PE Director of Public Services (269) 558-0323 kbauer@cityofmarshall.com

Completion Date | 2018

Project Cost | \$1,330,000



DLZ was retained by the City of Marshall to design the replacement of the existing cast-in-place concrete, earth-filled arch structure built in 1910. Several critical City-owned overhead electric lines were located above the existing structure. It was determined that the best way to maintain these lines during and after construction was by installing five, directionally drilled conduits below the river, adjacent to the proposed bridge, prior to bridge demolition. A replacement water main was also designed to be supported by the proposed bridge. DLZ was responsible for obtaining the topographic and hydraulic surveys; obtaining bridge and approach soil borings; performing the hydraulic and scour analyses and EGLE permitting; completing the MDOT bridge program application (including obtaining SHPO and endangered species clearances); developing 7000 series numbered unique special provisions and the FUSP/SS/ NB checklists; and, preparing cost estimates. Tasks included design and review of TS&L, Preliminary and Final Plans, attending and participating in the Grade Inspection meeting, and coordination with utility owners. DLZ is providing full construction phase services, including field inspection and office oversight. The proposed 92-foot long bridge replacement consists of prestressed concrete modified bulb-tee beams, a 9-inch concrete deck, and historically-themed cast-in-place concrete bridge railings. The concrete abutments are spread footings on rock. The approaches consist of concrete approach slabs, HMA roadway approaches, and guardrail runs in all quadrants.

# MARSH ROAD BRIDGE REHABILITATION OVER THE GTW RAILROAD

#### INGHAM COUNTY, MICHIGAN

- **Owner** | Ingham County Road Department 301 Bush Street Mason, Michigan 48854
- Contact | Mr. Robert H. Peterson, P.E. (517) 676-9722, Ext. 2336 rpeterson@ingham.org

Completion Date | 2016

Project Cost | \$1,584,298



DLZ provided field survey, bridge and road approach design, load rating, and railroad and utility coordination for the superstructure replacement of the Marsh Road Bridge over the Canadian National Railroad (GTW). This work included steel rolled beam design, pier design, concrete deck design using link slabs, maintaining traffic through part-width construction, guardrail design, and widening the existing bridge sidewalk. DLZ began the project by studying various alternatives that ranged from continuous steel beams to simple spans with link slabs and painted beams to galvanized beams. It was determined that the optimum and least costly solution was to replace the existing superstructure with simple span, galvanized, rolled steel beams and concrete link slabs over the piers to eliminate all deck joints. A buried gas line, overhead high and low voltage electric lines, and several other utilities required significant coordination and relocation. An adjacent pedestrian truss bridge remained in place during construction and required protection. The existing sidewalk was widened from 5 feet to 7 feet without widening the piers and abutments. The buried gas line was relocated and directional bored under the railroad tracks.

#### **ODL**Z PROJECT TYPES AND SERVICES OFFERED BUILDING AND STRUCTURAL ADDITIONS

# UNITED STATES POSTAL SERVICE NDC FACILITY **EXPANSION**

#### CINCINNATI, OHIO

- **Owner** | United State Postal Service 475 L'Enfant Plaza, Room 6670 Washington, DC 20260
- **Contact** | Mr. Dwayne Price, Project Manager (202) 268-2865 dwayne.price@usps.gov

Completion Date | 2019 - Ongoing

**Construction Cost** | \$56,000,000 (estimated)

The proposed project includes a +/- 347,000 square foot building expansion to the Cincinnati NDC facility and associated site development. The project is intended to be constructed in three phases:

- Phase 1 ~197,000 SF; •
- Phase 2 ~70,000 SF;
- Phase 3 ~80,000 SF.

The space program includes primarily additional space for mail processing and new loading dock area with a total of 127 new dock doors. The site program includes new truck maneuvering area, ~248 new employee parking spaces, and additional site development as appropriate for the project.

DLZ is providing investigative data collection, topographic survey, geotechnical investigation, 10% Pre-Concept Design, and Bid/ Solicitation phase services to support solicitation and procurement of a design-build team for design and construction of the proposed project.



# **DEARBORN COUNTY COURTHOUSE EXPANSION**

#### LAWRENCEBURG, INDIANA

- **Owner** | Dearborn County Commissioners 215B West High Street Lawrenceburg, Indiana 47025
- Contact | Mrs. Terri Randall President | One Dearborn, Inc. 812.584.8761 trandall@1dearborn.org

Completion Date | 2019

#### **Project Cost** | \$10,250,000

DLZ was initially selected to perform Program/Space Analysis verification and related professional architectural and engineering Schematic Design services for the Historic 1871 Dearborn County Courthouse Expansion project. The Program/Space Analysis verification confirmed the findings of an earlier 2004 analysis performed by others. The Dearborn County Courthouse and adjacent County Administration Building no longer provide adequate square footage for the various county offices. Several operational safety concerns were also identified. DLZ developed and



presented a Schematic Design to address program and operational deficiencies. DLZ was then authorized to commence professional architectural and engineering services to implement the proposed design through the Bidding and Construction Administration Phase. The design consists of an approximate 40,000 gross square foot building expansion situated between the existing historic Courthouse and an existing post-modern County Administration building. Limestone veneer was selected and carefully detailed to compliment and replicate the existing historic Courthouse. New program spaces consist of two Superior Courts with associated Court Administration, Prosecutor's Suite, Large Meeting Room, Public Entry Security Post/Screening, and an unfinished basement to accommodate existing topography and future growth. The existing historic Courthouse also received select areas of significant renovation to accommodate the new expansion.



### KENT COUNTY JUVENILE DETENTION CENTER ADDITION/RENOVATION

#### GRAND RAPIDS, MICHIGAN

- Owner | Kent County 300 Monroe Avenue NW Grand Rapids, Michigan 49503
- Contact | Ms. Linda Rensland (616) 632-7602 Linda.Rensland@kentcountymi.gov

Completion Date | 2019

Project Cost | \$17,000,000



Kent County needed to replace a portion of its current 77,000 gross square feet Juvenile Detention Facility. The original 1960s era sections are well beyond their useful life with regards to juvenile detention concepts and standards, building systems, security concepts and future flexibility.

The sections involved in the project house 45 residents, as well as associated facility staff. This project required phased construction and phased demolition in order to maintain complete and continuous facility operations and security. The new addition fit within the existing site constraints and work with the remaining portions of the facility, while meeting current ACA juvenile detention standards and current juvenile detention concepts. These standards include the concepts of providing natural daylighting; access to outdoor spaces; focus on teaching and learning; focus on providing a residential environment; and open interiors with activity zones.

The project provided seven new housing units, a unit, a new indoor recreational gym, new control room, and new medical unit. The project also included renovation of the intake, visitation and classroom areas. This project utilized an Integrated Project Delivery (IPD) Method with Granger Construction on-board as the CM from the beginning of the project.

# VAN BUREN COUNTY NEW COURTS FACILITY

#### Paw Paw, MICHIGAN

- Owner | Van Buren County 219 E. Paw Paw Street Paw Paw, Michigan 49079
- Contact | Mr. Jeff Hall Director of Buildings and Grounds (269) 657.8200 hallj@vbco.org

Completion Date | 2018 (Schematic Design) Construction Cost | \$27,000,000 (estimated)

The cornerstone for the original courthouse in Van Buren County, Michigan, which is still in use today, was laid in 1901. Over time, Court related services have evolved to operate out of three separate facilities. DLZ was contracted to provide programming, site, and building concept design services to consolidate Court Services into a cohesive, secure facility. The process included extensive stakeholder design committee meetings to identify



and address current and future space needs to more effectively address the needs of its citizens.

The solution included a New Courts Facility totaling approximately 60,000gsf with four courtrooms, three hearing rooms, and associated support space. The proposed facility not only addresses spaces needs and modernizes services, but also segregates secure, staff, and public circulation to allow more safe and secure operation. Proximity to the County Jail allows secure transfer of detainees from cells to secure holding rooms between the new courts.

**PROJECT TYPES AND SERVICES OFFERED WDLZ** BUILDING ENVELOPE INVESTIGATION, REPAIR, AND UPGRADE

# USPS LANCASTER MAIN POST OFFICE EXTERIOR FACADE RESTORATION

LANCASTER, WISCONSIN

- **Owner** | United States Postal Service Lancaster, Wisconsin
- Contact | Mr. Don Kandl, Project Manager (630) 295-6239 donald.w.kandl@usps.gov

Completion Date | Ongoing

**Project Cost** | \$170,000



Under an Indefinite Quantity Contract United States Postal Service for the State of Wisconsin, DLZ has completed investigations for restoration work on the historic Main Post Office in Lancaster, WI.

The Post office is a historic structure that was constructed in 1938. The post office is a single -story building with a rectangular plan with approximately 4400 square feet, and is clad in brick masonry. DLZ was contracted by the United States Postal Service to assemble an investigative report for existing masonry and repointing. Upon completing the field verification of existing conditions, DLZ assembled a priority list of restoration repairs since conditions of exterior masonry walls were visually observed to have underlying conditions causing risk of further deterioration and water infiltration. This project is currently undergoing a section 106 review process due the that historic nature of the building to evaluate the impact of the proposed restoration work.

### USPS DETROIT VEHICLE MAINTENANCE FACILITY EXTERIOR FACADE RESTORATION

DETROIT, MICHIGAN

- **Owner** | United States Postal Service Detroit, Michigan
- Contact | Charles Durocher Project Manager (616) 866-0771 Charles.B.Durocher@usps.gov

Completion Date | Ongoing

**Project Cost** | \$130,000

DLZ has provided a wide range of professional architectural and engineering design services under an Indefinite Quantity Contract United States Postal Service for the State of Ohio including masonry restoration work on United States Postal Service Vehicle Maintenance Facility (VMF) in Detroit, MI. (This contract permits work in neighboring states.)

The VMF is a historic structure that was constructed in 1940. The VMF is a two -story building with a rectangular plan with approximately 160,000 square feet, and is clad in brick masonry. The building is approximately 40 feet tall above the elevation of the sidewalk. The brick masonry consists of triple wythe exterior walls encompassing at structural steel frame. DLZ was contracted by the United States Postal Service to assemble an investigative report for existing masonry and repointing. Upon completing the field verification of existing conditions, DLZ assembled a priority list of restoration repairs since conditions of exterior masonry walls and parapets were visually observed to have underlying conditions causing risk of further deterioration and water infiltration. DLZ worked closely with the Post Office to develop restoration and strengthening construction documents to address the issues discovered as part of a multi-phased project. this project is currently in the architectural design process.





## HUNTINGTON COUNTY COURTHOUSE - EXTERIOR FAÇADE RESTORATION

#### HUNTINGTON, INDIANA

**Owner** | Huntington County Commissioners 201 North Jefferson Street Huntington, Indiana 46750

Contact | Mr. Thomas Wall County Commissioner (260) 358.4822 tom.wall@huntington.in.us

Completion Date | 2018

Project Cost | \$1,7440,200

The Huntington County Courthouse is a historic landmark structure that was constructed in 1904. The Courthouse is a four-story building that is generally rectangular in plan measuring approximately 137 feet by 171 feet in plan, and is clad with Indiana limestone masonry. The building is approximately 75 feet tall above the elevation of the sidewalk entrances. The limestone masonry is laid in an ashlar block pattern with recessed (rusticated) joint profiles at the building base and a flush joint profile at upper floors. Centrally located entrances are present on each facade along with two-story triple arch assemblies that support balconies at the third floor level. A series of eight fluted columns with capitals are located above the balconies and support an entablature and carved limestone pediment with a clock.



DLZ was contracted by the Huntington County Commissioners to assemble construction documents for restoration of limestone masonry and repointing. Upon completing the field verification of existing conditions, DLZ assembled a priority list of restoration repairs since conditions of limestone pediments and corbels were visually observed to have underlying conditions causing life-safety issues. DLZ worked closely with the County to develop a plan for additional intrusive investigation that included having a contractor shore existing corbels over the west main entrance after a corbel fell on Easter Sunday of 2015 and remove stones around the chimney to inspect backup masonry construction. DLZ further developed emergency restoration and strengthening construction documents to address life-safety issues discovered as part of a multi-phased project. Phase I is currently under construction with Phase II restoration and strengthening construction documents of stone parapet and pediments currently under development.

USPS CRANE FACADE RESTORATION

#### Crane, Indiana

- **Owner** | United States Postal Service Crane, Indiana
- Contact | Mr. Yusuf Ahmed Project Manager (630) 295-6258 Yusuf.A.Ahmed@usps.gov

Completion Date | Ongoing

Project Cost | \$110,000



DLZ has provided a wide range of professional architectural and engineering design services under an Indefinite Quantity Contract United States Postal Service for the State of Indiana including masonry restoration work on Main Post Office in Crane, IN. DLZ provided full design services for the P&DC entry restoration project including an Investigative Survey, Architectural Design, Construction Document Development, Section 106 (historic) Consultation, and Construction Administration Services. The USPS facility located at 100 Blandy Street in Crane, Indiana was originally constructed as a Main Post Office in 1951. It is a single-story building with a rectangular plan with approximately 2,880 square feet and is clad with Indiana limestone masonry. The original investigation was conducted due to cracking of the limestone masonry panels above the customer entrance. IT was determinate that prior repairs had be done incorrectly and were causing additional damage to the façade. DLZ developed construction documents to store the existing limestone façade in a way the meets the standard of the Secretary of the Interior's preservation briefs as the apply to Federal buildings. This project is currently being evaluated through the section 106 historic review process.

### PROJECT TYPES AND SERVICES OFFERED **WDLZ** CORRECTIONAL FACILITIES

# VAN BUREN COUNTY JAIL ADDITION/RENOVATION

#### PAW PAW, MICHIGAN

- Owner | Van Buren County 219 E. Paw Paw Street Paw Paw, Michigan 49079
- Contact | Mr. Jeff Hall Director of Buildings & Grounds (269) 657-7864 hallj@vbco.org

Completion Date | 2018

Project Cost | \$5,633,000

Van Buren County, Michigan has contracted DLZ to provide master planning, programming and design services for a new courts facility totaling approximately 60,000 gross square feet of new construction and 20,000 square feet of renovation, as well as a County Jail Project that includes an 11,000 gross square feet addition and 10,000 square feet of renovation. The total project cost is anticipated to be approximately \$32 million, with Phase 1 as the Jail Project, to be complete in March of 2018, and Phase 2 as the Courts Project, to be complete in March of 2019.

The design process has included extensive stakeholder design



committee meetings to identify current and future space and operational needs. The Courts Project will consolidate all County Court related functions into a new facility that includes four courtrooms, four hearing rooms, and associated support space for Circuit, District, and Family Courts. It will also provide significant improvements to security for staff and public, as well as site and associate infrastructure. The proximity of the Courts to the Jail will also allow for direct transfer of detainees to Court proceedings.

The primary goal of the Jail Project is to renovate intake and booking services to accommodate direct supervision and classification of inmates. The project also provides space for work release, segregated housing, and dorm style housing.

# KENT COUNTY JUVENILE DETENTION CENTER ADDITION/RENOVATION

#### GRAND RAPIDS, MICHIGAN

- Owner | Kent County 300 Monroe Avenue NW Grand Rapids, MI 49503
- Contact | Ms. Linda Rensland (616) 632-7602 Linda.Rensland@kentcountymi.gov

Completion Date | 2019

Project Cost | \$17,000,000



Kent County needed to replace a portion of its current 77,000 gross square feet Juvenile Detention Facility. The original 1960s era sections are well beyond their useful life with regards to juvenile detention concepts and standards, building systems, security concepts and future flexibility.

The sections involved in the project house 45 residents, as well as associated facility staff. This project required phased construction and phased demolition in order to maintain complete and continuous facility operations and security. The new addition fit within the existing site constraints and work with the remaining portions of the facility, while meeting current ACA juvenile detention standards and current juvenile detention concepts. These standards include the concepts of providing natural daylighting; access to outdoor spaces; focus on teaching and learning; focus on providing a residential environment; and open interiors with activity zones.

The project provided seven new housing units, a unit, a new indoor recreational gym, new control room, and new medical unit. The project also included renovation of the intake, visitation and classroom areas. This project utilized an Integrated Project Delivery (IPD) Method with Granger Construction on-board as the CM from the beginning of the project.



# VIGO COUNTY SHERIFF'S OFFICE AND JAIL

#### TERRE HAUTE, INDIANA

- **Owner** | Vigo County Board of Commissioners 650 South 1st Street Terre Haute, IN 47807
- Contact | Ms. Judy Anderson, Commissioner (812) 462-3367 Judith.anderson@vigocounty.in.gov

Completion Date | 2021 (estimated)

Project Cost | \$55,600,000

Facing a federal lawsuit over the conditions of confinement with their existing jail designed by another architect, Vigo County faced the dilemma of replacing a facility that is significantly overcrowded, operationally inefficient, poorly designed, and a financial burden. County elected officials were required to report to the federal judge on a monthly basis about the status of replacing the jail. After much consideration of interviewing architects, the County Commissioners unanimously commissioned DLZ to plan and design a new sheriff's office and 504 rated bed jail. The Commissioners wanted more than just a warehouse to house inmates, but rather a new jail design that meets the needs of the inmates today and one that provides



rehabilitation opportunities throughout the facility. Working with DLZ, Vigo County developed an evidence-based, best practices design that focuses on rehabilitation. The design incorporates specialized housing for medical, addiction, and mental health that offers inmates the ability to be housed in areas that addresses their specific needs. Too often inmates with societal issues are placed in general population where they typically fail. Specialized housing helps inmates rehabilitate; therefore, it helps to reduce recidivism. DLZ is on the forefront of planning and design for these types of projects.

# FRANKLIN COUNTY CORRECTIONS CENTER

#### COLUMBUS, OHIO

- Owner | Franklin County Board of Commissioners 373 South High Street Columbus, Ohio 43215
- Contact | Mr. Geoff Stobart Franklin County Sherriff's Office gastobar@franklincountyohio.gov (614) 462-3750

Completion Date | 2021 (estimated)
Project Cost | \$210,000,000 (estimated)

The DLZ Team selected combines a strong staff of talented leadership and experienced designers who are at the forefront of their respective discipline. The DLZ Team will unite our passions and redefine detention rehabilitation and mental health, while developing an environmentally friendly sustainable and energy efficient facility. The Scope of Work for the Franklin County Corrections Center (Jail) is the development of a new



correction facility. The Jail will replace Franklin County Jail I. With a Hard Construction Cost budget of approximately \$210 million, the goal is to provide 867 rated beds in direct supervision detention. The facility shall be designed to be expandable to 2,800 rated beds, upon consolidation of all Franklin County Jail operations. The Owner provided draft Program of Requirements notes approximately 429,000 GSF and a total build-out of approximately 900,000 GSF. The goal for this project is to obtain a LEED BD+C, V.2009 Silver rating. DLZ was also commissioned by the Franklin County Board of Commissioners in 2009 to develop an assessment of the two existing county jail facilities and to make recommendations to reduce current and future jail bed needs, and also to improve and establish programs that would enhance the criminal justice system overall. The study analyzed more than 900,000 inmate records from 1989 through 2008 to gain an understanding of who was in jail, understand how the inmate population has changed, provide insight into the current criminal justice system, to determine the types and use of existing facilities and programs that will be needed in the future.

PROJECT TYPES AND SERVICES OFFERED

## GERALD R. FORD INTERNATIONAL AIPORT OPERATIONS BUILDING

#### **G**RAND **R**APIDS, **M**ICHIGAN

- Owner | Gerald R. Ford International Airport 5500 44th Street SE Grand Rapids, Michigan 49512
- Contact | Casey Riles, PE, Engineering & Planning Director (616) 233-6040 cries@grr.org

**Completion Date** | 2022 (estimated)

Project Cost | \$7,500,000 (estimated)

The Gerald R. Ford International Airport Authority contracted DLZ to provide A/E design services for the relocation and consolidation of the airport's Primary Communications Center (PCC), Operations, Police, Badging and Transportation Security Administration (TSA) services. Following an extensive Needs Assessment, Programming, and Feasibility Study, DLZ provided architectural and engineering services for a new stand-alone Operations Center to be located on the east side of the airfield. The project is anticipated to be released for bid in the Spring of 2021 and complete in 2022. The program includes the Primary Communications center for the Airport, as well as a new Emergency Operations Center and administrative offices. Planning is also ongoing for the next phase of development, which will provide a new Aircraft Rescue and Fire Fighting facility (ARFF) adjacent to the Operations Center.



# KENT COUNTY NORTH CAMPUS

#### CEDAR SPRINGS, MICHIGAN

- Owner | Kent County, Michigan 300 Monroe Ave NW Grand Rapids, Michigan 49503
- Contact | Linda Rensland, Facilities Project Manager (616) 299-9077 linda.rensland@ kentcountymi.gov

Completion Date | 2022 (estimated)

Project Cost | \$12,500,000 (estimated)

Kent County, Michigan contracted DLZ to provide A/E design services for a new North Campus facility to accommodate a Sheriff's Substation, Health Clinic, and flex office and training space for County personnel.

The proposed project program totals approximately 30,000sf, to be built on a 14-acre site in Cedar Springs, Michigan. By creating a new, consolidated North Campus facility, the project will provide improved spaces for public services, offices, training, lockers, equipment, and a vehicle/sallyport for the Sheriff; as well as exam rooms, labs, and nurse's stations for the Health Department.

The County also anticipates generating several operational efficiencies including more efficient HVAC systems, better parking and access for citizens, improved site a building safety, and technology.





## CHARTER TOWNSHIP OF WEST BLOOMFIELD FIRE STATION NO. 3

#### West Bloomfield, Michigan

- Owner | Charter Township of West Bloomfield 4550 Walnut Lake Road West Bloomfield Township, Michigan 48323
- Contact | Mr. Greg Flynn, Fire Chief (248) 409-1505 gflynn@wbtownship.org

#### Completion Date | 2019

#### Project Cost | \$4,717,858

DLZ provided full service architecture and engineering design services associated with a new four-bay, 11,439 S.F. fire station in West Bloomfield Township, Michigan. The living areas are organized around a wide central spine, which leads directly to the apparatus bay allowing for quick response from anywhere in the building. The primary focus of the building layout is to meet the residential and privacy needs of the firefighters while maintaining quick response times, hot zone separation, and efficient site circulation. The site design presented some challenging site constraints, such as a long, narrow, oddly shaped site; existing fuel pump to remain; and the natural six-foot change in elevation. These site constraints were capitalized upon and used as opportunities to achieve a creative and successful design solution.

The form and exterior elevations of the building are responsive to the surrounding residential neighborhoods, which contain a mix of mid-



century ranch style homes, contemporary luxury lake homes and traditional style homes. The design and exterior materials take cues from both the surrounding neighborhoods and the fabric of the Township, which includes numerous lakes and woodland areas.

All materials, interior and exterior, were carefully selected to achieve the Township's goal of a 75-year life span as well as low maintenance, both long term and ongoing.

The design includes many innovative mechanical and electrical features such as daylighting interlocks, radiant in floor heating, and individual cooling units in each space to maximize user controllability and efficiency of use. In lieu of a large detention pond, the site design utilizes bio swales for storm water quality treatment and management. Other innovative site features include in slab radiant heating for all sidewalks and apparatus bay aprons, and native plantings throughout the site. DLZ performed services including architectural design, interior

design, site/civil engineering, landscape design, structural, mechanical and electrical engineering, bidding, and construction administration.

CAMP GRAYLING AIRFIELD, ROTARY WING HANGAR

#### **G**RAYLING, **M**ICHIGAN

- **Owner** | Michigan Department of Technology, Management and Budget
- Contact | Mr. Chris Kulhanek, Project Director (517) 284-7920
- **Completion Date** | 2021 (estimated)

#### Project Cost | \$4,000,000

DLZ provided design work for a new 18,200 SF hangar, designed to provide protection for rotary wing aircraft during sever/inclement weather. To provide the most flexibility, Camp Grayling needed a building that would fit either a single CH-47 Chinook, or two UH-60 Blackhawk helicopters. Providing a space that maximized building efficiencies and the unique clearance requirements for the different aircraft, created a unique design problem.



DLZ worked with the Michigan National Guard to develop several schemes that improved on the Guard's initial planned layout. The final design provided the ability to store either configuration of aircraft in the facility, while maintaining an efficient structural span and providing operational accessibility. The building was rotated on its axis to provide drive-through capabilities and allow for the two UH-60 Blackhawks to be stacked in the hangar. To manage budget and allow for different funding sources, the project was designed with three tiers of Alternate Bid Items (ABIs).

# PROJECT TYPES AND SERVICES OFFERED

### MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY - BID PACKAGES 1 & 2 MECHANICAL EQUIPMENT REPLACEMENT

#### Mishawaka, Indiana

- **Owner** | Mishawaka-Penn-Harris Public Library 209 Lincoln Way Mishawaka. IN 46544
- Contact | Dena Wargo (574) 259-5277 D.Wargo@MPHPL.ORG

Completion Date | 2017

Project Cost | BP1: \$130,553 BP2: \$74,961

Based on a system-wide facility assessment report prepared by DLZ, the highest priority needs identified as Design Release 1, which included replacement of failing major mechanical equipment that provided cooling for the Mishawaka Library (Bid Package 1) and Bittersweet Branch (Bid Package 2). Bid Package 1 involved the removal of the facility's existing screw chiller and cooling tower and the installation of a new roof-mounted air-cooled chiller with a



remote evaporator and associated piping, fittings, pipe insulation, cooling tower pump, and associated electrical upgrades.

Bid Package 2 involved the removal of the existing screw chiller and the installation of a new chiller, pumps, piping, expansion tank, air separator, and the associated electrical system upgrades to serve the new equipment

# GERALD R. FORD INTERNATIONAL AIRPORT: PUBLIC SAFETY PROJECT

#### GRAND RAPIDS, MICHIGAN

- **Owner** | Gerald R. Ford International Airport 5500 44th Street SE Grand Rapids, Michigan 49512
- Contact | Mr. Casey Riles, P.E. Engineering & Planning Director (616) 233-6040 cries@grr.org

Completion Date | 2020

Project Cost | \$5,000,000

DLZ was contracted by the Gerald R. Ford International Airport Authority (GFIAA) to provide A/E design services for the relocation and consolidation of the airport's Primary Communications Center, Operations, Police, Badging and Transportation Security Administration (TSA) services. DLZ conducted an extensive assessment to investigate options to meet the diverse



and complex public service and safety needs of the Client. Design and phasing also accounted for large, concurrent renovation projects, as well as an evolving Airport The first phase provided new space for TSA, which was complicated by a federal government furlough in the middle of construction. New air handling systems were designed and installed to support the relocated TSA operations center which integrated with the existing central utility plant. Care was taken to provide customized intake filtration for outside air due to adjacent flight line operations and odor concerns relating to jet exhaust. The second phase provided new space for Police, Badging and Conference Rooms. During the second phase, the controls and local VAV systems, and air distribution terminals were completely replaced to be served by an existing air handler while meeting radically different occupancy loads than the prior space uses. Additionally, detailed energy modeling confirmed existing frontend equipment could be reused to meet the new occupant loads with minimal operational modification and no capital expenditures. Planning is ongoing for the third phase of development which includes a new Communications Center and Aircraft Rescue and Fire Fighting facility.



### USPS GRACELAND MECHANICAL EQUIPMENT **R**EPLACEMENT/**U**PGRADES

#### CHICAGO, ILLINOIS

- **Owner** | United States Postal Service Great Lakes Facilities Office Service 500 Fullerton Avenue Carol Stream, Illinois 60199
- Contact | Mr. Mike Janssens **Project Manager** (630) 295-6232 Michael.M.Janssens@usps.gov

The 21,600 s.f. USPS facility located at 3635 N Lincoln Ave in Chicago, IL was originally constructed in 1989. The building's mechanical systems and equipment met or exceeded their USPS LCCA expected lifespan, and DLZ recommended replacing the existing air handlers, duct furnaces, VAVs, and condensing units with new rooftop units. The units were designed and installed in an extremely limited roof footprint in coordination with ongoing postal operations, and the immediately adjacent elevated rail line next to the project site.

Completion Date | 2020

Project Cost | \$549,701

#### LANSING COMMUNITY COLLEGE WEST CAMPUS STORAGE EXPANSION AND Owner | Lansing Community College HVAC IMPROVEMENTS West Campus

LANSING, MICHIGAN



5708 Corner Stone Drive Lansing, Michigan 48917

**Contact** | Mr. Timothy Martz **Director of Facilities** (517) 582-0517 martzt@lcc.edu

Completion Date | 2017

Project Cost | \$600,000

LCC requested DLZ provide professional services to first perform a study to evaluate air quality and code compliance pertaining to separation requirements between the West Campus Kitchen and Classroom Spaces. Faculty and students had experienced

food prep and smoke smells from the Kitchen in the building during academic functions. It was also noted that the adjoining wall between the Kitchen and Auditorium was only partial height and did not continue to the structural deck separating the two areas physically. Based on these identified concerns LCC requested DLZ verify if a fire wall separation was required between these spaces by code and whether the partial wall may be contributing to smells and air flow traveling between areas. LCC also requested converting a covered loading area adjacent to the kitchen into an enclosed storage area for their conference services program.

After completing the study DLZ was requested to provide Design, Bidding and Construction Administrative Services. The project included an approximate 1,000 square foot addition and replacement of the existing mechanical units serving the Kitchen, Auditorium, Conference Services, Classrooms, and Physical Fitness Areas. The new mechanical units included energy recovery, economizers, ionization filters, and controls tied to the BAS system rather than locally controlled within the kitchen by staff. All items not included with the existing units. Other improvements included relocating exhaust fans that were too close to air handler intakes and utilizing velocity discharge fans because of the roof configuration.

PROJECT TYPES AND SERVICES OFFERED

HVAC CONTROLS REPLACEMENT, UPGRADE, AND SELECTION

### MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY - BID PACKAGES 3&4 MECHANICAL EQUIPMENT REPLACEMENT

#### Mishawaka, Indiana

- **Owner** | Mishawaka-Penn-Harris Public Library 209 Lincoln Way Mishawaka, Indiana 46544
- Contact | Dena Wargo (574) 259-5277 D.Wargo@MPHPL.ORG

Completion Date | 2017

Project Cost | BP3: \$186,350 BP4: \$74,650

The Facility Assessment Report prepared in 2016 by DLZ separated the identified capital improvement projects into short-term, intermediate, and long-term projects. Projects included in Design Release 2 were selected to replace aging equipment and improve the energy efficiency and user control of the mechanical system at the Mishawaka and Bittersweet locations.

Bid Packages 3 and 4 focused on the replacement of the existing pneumatic controls at both library locations with new direct digital controls at all equipment. The maintenance service provider created a software platform for end-user control with occupied/unoccupied scheduling of spaces and remote diagnostic capabilities.



# USPS MORAINE VALLEY

#### BRIDGEVIEW, ILLINOIS

- **Owner** | United States Postal Service Great Lakes Facilities Office Service 500 Fullerton Avenue Carol Stream, Illinois 60199
- Contact | Mr. Mike Janssens Project Manager (630) 295-6232 Michael.M.Janssens@usps.gov

Completion Date | May 2021 (estimated)

**Project Cost** | \$784,599

The 60,000 s.f. USPS facility located at 7401 W 100th Pl. in Bridgeview, IL 60455 was originally constructed in 1976. The facility is currently operated as both a public post office and a sorting and distribution hub for area mail carriers with roughly 135 employees on staff. The facility is intended to be conditioned by three main air handling units served by chilled and hot water plants consisting of boilers and an air-cooled chiller. The building's mechanical systems and equipment have met or exceeded their USPS LCCA expected lifespans.

Based on field investigations, DLZ designed replacement gas-fired boilers, centrifugal pumps, rooftop condensers, heating and chilledwater piping. DLZ also modified the hydronic systems to converting to variable flow systems and controls. When preconstruction testing DLZ required the contractor to conduct identified substantial concealed issues with the air-side controls and equipment, Air-side controls and equipment upgrades were also added into the project to deliver a fully upgraded HVAC system with minimal impact to the overall project schedule.



## GENERAL JONES ARMORY UPGRADE ELECTRICAL AND HVAC SYSTEMS

#### CHICAGO, ILLINOIS

Owner | Capital Development Board 3rd Floor, William G. Stratton Building 401 South Spring Street Springfield, Illinois 62706

Contact | Mr. Darnell Barnes Project Manager 312.814.3195

**Completion Date** | 2021 (estimated)

Project Cost | \$3,000,000

The General Jones Armory is a 299,772 square foot, five-story building constructed in 1929. The building consists of three main "zones"; the North End, the Drill Floor, and the South End. Each end of the building has its own steam heating plant and chilled-water cooling plant. The Drill Floor is heat-only and supplied by the steam plant in the North End of the facility. Piping tunnels located on the east and west end of the drill floor contain the steam piping, condensate returns, and domestic water piping. The existing building HVAC control system was primarily a pneumatic/electric control system by Barber-Coleman Company that was installed in 1988. The majority of the system is 25+ years old did not function properly. Additionally, there were no existing Operation & Maintenance Manuals provided for the local maintenance staff. The central steam heating systems and chilled-water



cooling systems for the north and south ends had no control outside of closing isolation valves, opening windows during the winter and summer, or manually turning the respective central HVAC equipment on/off. DLZ was commissioned to design upgrades to the HVAC system, including a building control system and upgrades to the electrical system for the building system to meet the building load requirements.

DLZ performed a complete analysis and evaluation of the existing mechanical and electrical systems. DLZ evaluated and performed a cost analysis for multiple alternative design solutions and prepared recommendations for proposed improvements to the current building systems and infrastructure. DLZ implemented design phase services for a phased approach based on available

# USPS ADDISON HVAC CONTROLS UPGRADES

#### Addision, Illinois

- **Owner** United States Postal Service Great Lakes Facilities Office Service 500 Fullerton Avenue Carol Stream, Illinois 60199
- Contact | Mr. Mike Janssens Project Manager (630) 295-6232 Michael.M.Janssens@usps.gov

Completion Date | 2020

Project Cost | \$321,866

The USPS facility at 175 S. Lincoln Avenue in Addison, Illinois consists of an approximately 15,000 s.f. first floor built in 1976. All HVAC systems were original to the building and well past useable equipment life, with numerous failures.

DLZ designed and managed construction for in-kind replacements of the Air Handling Unit, DX Cooling system, hydronic boiler plant, and all facility HVAC Controls.

### PROJECT TYPES AND SERVICES OFFERED **WDLZ** INTERIOR REMODELING AND RENOVATION

### LANSING COMMUNITY COLLEGE GANNON BUILDING CONFERENCE CENTER include creating a large conference room to seat approximately 150

#### LANSING, MICHIGAN

- Owner | Lansing Community College 7230 Physical Plant P.O. Box 40010 Lansing, Michigan 48901-7210
- Contact | Mr. Timothy Martz Director of Facilities (517) 483-1808 martzt@lcc.edu

Completion Date | 2018

#### Project Cost | \$4,100,000

DLZ provided professional architecture and engineering services to renovate existing adjunct faculty offices located at the existing Gannon Building First Level area adjacent to the Student Commons and Food Service to accommodate new Conference Center functions. These renovations encompass approximately 7,000 square feet and

include creating a large conference room to seat approximately 150-200 occupants, adjacent small breakout meeting rooms, lobby and prefunction spaces, storage rooms, food service staging area, existing kitchen improvements and equipment upgrades. The design intent was to create a unique Conference Center that could be used by LCC and the community. The Conference Center incorporates several visual guides to create a simplistic flow through spaces. This was accomplished and encouraged by the shapes of the spaces and views from space to space, locations of doors and openings, use of lighting and technology, progression of varying ceiling heights, overall ceiling and flooring design patterns, and custom design casework. The project was implemented utilizing an Integrated Project Delivery method in partnership with Granger Construction as part of the 2015 Capital Outlay Build Forward Project Improvements. The project was the recipient of an AIA Mid-Michigan Design Award.

#### engineering services located at the existing o the Student Commons nference Center functions. ely 7,000 square feet and

## WAYNE COUNTY AIRPORT AUTHORITY, WESTIN DETROIT METROPOLITAN AIRPORT HOTEL RENOVATION

#### DETROIT, MICHIGAN

- **Owner** | Wayne County Airport Authority 11050 Rogell Drive, Bldg. 602 Detroit, Michigan 48242
- **Contact** | Karen Souders, AIA, Level IV Architect, Planning Design & Construction Office: (734) 247-2814

Completion Date | 2018

#### Project Cost | \$14,000,000

DLZ performed architectural, engineering, interior design, project management, and related services for the Property Improvement Program (PIP) renovation of The Westin Detroit Metropolitan Airport Hotel, located adjacent to the McNamara Terminal, and operated by Starwood Hotels and Resorts. The PIP was developed to bring the Hotel up to the current generation Starwood/Westin Brand Standards. DLZ's scope of services included replacement of all interior finishes, all furniture, and all artwork, in addition to creation of multiple new seating areas, a major modification to the lobby water feature, bar and restaurant renovation, new 35' tall live wall, new custom hanging mobile in the lobby, numerous new custom lobby screen walls, new "fire features" in the bar area, and the addition of access that will allow the Hotel to bring vehicles into the lobby for Customer events. To accomplish the project, DLZ coordinated a team of interior designers, procurement agents, construction administrators and engineers that was spread throughout the Country, utilizing Bentley ProjectWise Collaboration and Content Management Software. All work complied with the requirements of the Federal Aviation Administration (FAA); Transportation Security Administration (TSA); Americans with Disability Act Accessibility Guidelines (ADAAG); and applicable federal, state, and local regulations, laws, and ordinances, and met the Wayne County Airport Authority's Small Business Enterprise (SBE) participation requirements. Construction sequencing included Guestroom, Conference Level, and Lobby phases, with the hotel maintaining full operations throughout.



# **ODLZ**

# LANSING COMMUNITY COLLEGE TLC BUILDING RENOVATION DLZ had obtained Professional Design Services to renovate the

#### MASON, MICHIGAN

- **Owner** | Lansing Community College 7230 Physical Plant P.O. Box 40010 Lansing, Michigan 48901
- Contact | Mr. Timothy Martz Director of Facilities (517) 483-1808 martzt@lcc.edu

Completion Date | 2020

Project Cost | \$2,800,000



DLZ had obtained Professional Design Services to renovate the existing Lansing Community College Abel B. Sykes, Jr. Technical Learning Center (TLC) Building, approximately 60,000 sq. ft. The project scope includes redefining the function and space of the existing Library converting it into a Student Success Center, create spaces that enhance student learning, restructure work space within TLC to promote greater efficiencies, and provide better access and appeal to the building entrances.

College stakeholders include but are not limited to students, faculty members, department chairs, deans, and administrators. The project requires renovating the first through fourth floors and is being implemented as a hybrid Integrated Project Delivery (IPD) in coordination with Granger Construction. This process primary focus is to optimize project results, increase value to the owner, reduce waste, and maximize efficiency through all phases of design, fabrication and construction.



# GERALD R. FORD INTERNATIONAL AIRPORT TSA RENOVATIONS

#### GRAND RAPIDS, MICHIGAN

- **Owner** | Gerald R. Ford International Airport 5500 44th Street SE Grand Rapids, Michigan 49512
- Contact | Casey Riles, P.E. Engineering & Planning Director (616) 233-6040 cries@grr.org

Completion Date | 2020

Project Cost | \$5,000,000

DLZ was contracted by the Gerald R. Ford International Airport Authority (GFIAA) to provide A/E design services for the relocation and consolidation of the airport's Primary Communications Center (PCC), Operations, Police, Badging and Transportation Security Administration (TSA) services. Over the following year, DLZ conducted an extensive Needs Assessment, Programming, and Feasibility Study to investigate



options to meet the diverse and complex public service and safety needs of the Client. Stakeholders included representatives from Airport IT, Police, Fire, Operations, and Executive Board, as well as dozens of individuals representing various departments within TSA. Planning options considered had to account for large, concurrent renovation projects, as well as an evolving Airport Masterplan. The selected solution was a phased approach that includes both renovation and new construction in public and secure areas. The first phase provided new space for TSA, which was complicated by a federal government furlough in the middle of construction. The second phase was completed in March 2020, and provided new space for Police, Badging and Conference Rooms. Planning is ongoing for the third phase of development which includes a new Communications Center and Aircraft Rescue and Fire Fighting facility (ARFF).

### PROJECT TYPES AND SERVICES OFFERED **©DLZ** LANDSCAPE ARCHITECTURE

# KRASL ART CENTER - SCULPTING COMMUNITY PROJECT

#### ST. JOSEPH, MICHIGAN

- Owner | Krasl Art Center 707 Lake Boulevard Saint Joseph, Michigan 49085
- Contact | Julia Gourley Executive Director (269) 983-0271

Completion Date | 2018

Project Cost | \$1,700,000

The Krasl Art Center Campus sits at the southern end of the community's downtown business district. The Sculpting Community Project was a re-visioning of the grounds that features a new sculpture by internationally acclaimed artist Richard Hunt.



The sculpture acts both as a new entry gateway to the campus, as well as the City of Saint Joseph. The grounds were designed to engage and invite the community to utilize the lawns, shaded plaza, benches, café tables, and fire feature as communal civic space that features permanent installations and rotating exhibits. As a subconsultant to Ratio Architects, DLZ provided survey, civil, structural, and electrical engineering services.

# WASKOM PARK IMPROVEMENT PROJECT

#### CHESTERTON, INDIANA

- **Owner** | Town of Chesterton Chesterton Municipal Complex 1490 Broadway, Suite 3 Chesterton, Indiana 46304
- Contact | Mr. Mark O'Dell, PE Town Engineer 219.926-2610 modell@chestertonin.org

Completion Date | 2020

Project Cost | \$653,500



Cove residential subdivision. This newly revamped park features generous open play space, basketball and tennis court, shelter structure, two play structures with distinct play zones for 2-5 and 5-12 age groups, public sidewalk and curvilinear walkways, and new tree plantings.





# MISHAWAKA CENTRAL PARK PICNIC PLAZA

#### Mishawaka, Indiana

- Owner | City of Mishawaka Board of Public Works and Safety 600 East Third Street Mishawaka, Indiana 46546
- Contact | Kenneth B. Prince, PLA, AICP Executive Director and City Planner (574) 258-1625 kprince@mishawaka.in.gov

Completion Date | 2020

Project Cost | \$432,942

Mishawaka is a growing community, and the demand for more park space for recreation and family activities has grown in proportion to the expanding population. The City selected DLZ to work with them to create a new outdoor picnic space located on the north edge of Central Parks' public event space and just opposite the City's new performance bandshell. Picnic Plaza is a fully accessible plaza that is open for daily public use for picnics and casual seating. During performances and special events, the plaza space functions as a beer garden with controlled access.

The Plaza's design elements include bar rail stationing, bench and picnic table seating, communications access/charging pedestals, decorative-paved surfacing, pedestrian level lighting, and landscape plantings. Tree plantings extend from the east and west sides of the Plaza and better define the event space.



# CRAWFORD PARK MASTER PLAN

#### Mishawaka, Indiana

- **Owner** | City of Mishawaka, Board of Public Works & Safety 600 East Third Street Mishawaka, Indiana 46546
- Contact | Kenneth B. Prince, PLA, AICP Executive Director and City Planner (574) 258-1625 kprince@mishawaka.in.gov

Completion Date | 2020

The City of Mishawaka commissioned DLZ to partner with them to develop a park-specific master plan for Crawford Park. The plan's goals were to recognize and protect the Park's unique character, protect and enhance views and amenities, assign areas to occupy a specific range of recreational opportunities, address pedestrian and vehicular access and circulation, and assess future needs and expansion.

As the master plan was being developed, the City was also undertaking a significant sewer project within the Park. DLZ closely coordinated with the City's Department of Engineering to ensure their connector sewer project could be appropriately constructed and maintained without adversely impacting Park resources and goals of the master plan. DLZ worked closely with the Mayor's Office and Departments of Planning and Parks to fully interpret the community's vision for the Park. Three general "use zones" designated for the Park included: Active; Passive; Water.



# **PROJECT TYPES AND SERVICES OFFERED**

# USPS ST. LOUIS ENTRY DOORS

#### ST. LOUIS, MISSOURI

- **Owner** | United States Postal Service Great Lakes Facilities Office Service 500 Fullerton Aveenue Carol Stream, Illinois 60199
- Contact | Mr. Mike Janssens Project Manager (630) 295-6232 Michael.M.Janssens@usps.gov

Completion Date | Ongoing

Project Cost | \$400,000

Under an Indefinite Quantity Contract United States Postal Service for the State of Missouri, DLZ has completed investigations for door and hardware restoration work on the historic United States Postal Service Processing and Distribution Center (P&DC) in St. Louis, MO. DLZ developed an investigative report for the main entry of the historic building. The USPS facility located at 1720 Market Street in St. Louis, Missouri was originally constructed as a processing and distribution center (P&DC) in 1937. The area of investigation focused on ten (10) sets of vestibule doors at the main entrance off Market Street. These have had prior restoration work. The existing doors and hardware have deteriorated beyond repair in need full replacement with historically accurate materials. This project is currently in the architectural design process.



# West Bloomfield Township Facility Assessments

#### West Bloomfield, Michigan

- Owner | West Bloomfield Township 4550 Walnut Lake Rd. West Bloomfield, MI 48323
- Contact | Ms. Amy Neary Director of Planning and Development Services 248.451.4818

Completion Date | 2020

Project Cost | \$84,000

DLZ provided a comprehensive infrastructure assessment of architectural, structural, mechanical, and electrical systems for nine Township facilities totaling approximately 240,000 square feet in West Bloomfield Township, Michigan. The Study had the following objectives:

- 1. Assess the physical condition of site and building systems in relation to performance for its intended use, as well as compliance with applicable building codes, life safety, and accessibility guidelines.
- Provided a cost analysis for each of the nine Township buildings that prioritized spending based on a range of criteria from most critical (projects and items needing immediate attention and dollars) to capital spending (programs or items that provide long term investment/ROI).
- 3. Updated and made improvements to the Township's GIS Cityworks program with the facility assessment findings.

The assessment included West Bloomfield Township Administration Building, Police Headquarters, Water Building, and Six (6) Fire Stations



# **ODLZ**

# WAYNE COUNTY HEALTH DEPARTMENT FACILITY ASSESSMENTS

#### DETROIT, MICHIGAN

- Owner | Wayne County Department of Health, Human & Veterans Services 500 Griswold, 10th Floor Detroit, MI 48226
- Contact | Eddie N. Fakhoury Director of Administration (313) 224-4893 efakhoury@waynecounty.com

Completion Date | 2020

#### Project Cost | \$38,000 (study)

DLZ performed building condition assessment for the Health Administration Building and the Medical Examiner's Office Building. Facility Conditions Assessments included architectural systems, roof systems, exterior envelope, mechanical, electrical, plumbing systems and a review of ADA compliance. The project identified existing conditions and recommended capital improvements and renovations to better serve the operational needs of the County.



The goal of the assessment is to identify recommended facility improvements regarding code compliance, immediate needs and 5-year capital planning. The report included an opinion of probable cost for recommended capital improvements, along with suggested level of priority for each item.

The existing Health Administration Building is a 45,000 square foot facility, primarily consisting of administrative offices. The Medical Examiner's Building is a 42,500 SF building, consisting of laboratories, offices, and other medical spaces.

# SAGINAW VALLEY FACILITY ASSESSMENTS

#### SAGINAW, MICHIGAN

- Owner | Saginaw County 111 South Michigan Avenue Saginaw, MI 48602
- Contact | Mr. Bernard Delaney Director of Maintenance (989) 790-5235

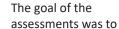
Completion Date | 2019

Project Cost | \$43,500

DLZ provided a comprehensive programming and infrastructural assessment of seven county facilities located within Saginaw County, Michigan. The facilities were each constructed at different times, entails various building systems, and exhibited different overall conditions. The specific building includes approximately 274,800 SF containing the following government facilities:

County Office Building

- Courthouse
- Sheriff's Administration
- Juvenile Detention Center
- Commission on Aging
- Marie Davis Senior
- Center Mosquito Control



identify recommended facility improvements regarding code compliance, immediate needs, and 5-year planning. Facilities were evaluated relative to current building and accessibility codes. It was evident in each facility toured that County Maintenance has diligently maintained the existing infrastructure. The assessments focused on the following systems:

- Accessibility
- Life Safety
- Interior Conditions
- Mechanical/Plumbing Systems
- Electrical Systems

# PROJECT TYPES AND SERVICES OFFERED

PARKING AND PAVING

## USPS CAROL STREAM P&DC: PARKING LOT SAFETY, PAVEMENT REHABILITATION, AND SITE LIGHTING

#### CAROL STREAM, ILLINOIS

- **Owner** | United States Postal Service Office 500 Fullerton Avenue Carol Stream, Illinois 60199
- Contact | Mr. Donald Kandl, Project Manager (630) 295-6239 donald.w.kandl@usps.gov

Completion Date | 2020

Project Cost | \$7,000,000

The Carol Stream P&DC is one of the main distribution hubs in the greater Chicago area. The asphalt pavement was severely deteriorated and in need of rehabilitation. In addition to pavement rehabilitation, the project also incorporates multiple other site improvements. PAVEMENT REHABILITATION: the investigative study phase utilized a PASER method for pavement evaluation, in concert with pavement cores, a subsurface geotechnical investigation, and a topographic survey. The data gathered informed development of multiple alternatives and recommendations for the pavement rehabilitation portion of the project. Ultimately, the recommendation was to implement a mill and overlay for the majority of the pavement, with limited areas

of full-depth reconstruction. PARKING LOT CONFIGURATION: the project also proposes an alternate configuration for the employee parking lot, carrier training course, and the equipment storage area. The new configuration will use a more efficient 90-degree parking layout and will incorporate pedestrian walkways, to minimize the amount of pedestrians walking in the traffic lane. The new configuration also incorporates adequate space for snow storage in the winter. CUSTOMER PARKING: during peak times, the existing customer parking lot is often full, causing customers to turn away with no place to park. The team recommended adding parking spaces and reconfiguring the drop box location to minimize traffic crossing with pedestrians. The team also recommended enhancing the crosswalk with safety features and providing additional signage and pavement markings to encourage safer behavior. The design proposes expanding the customer parking lot to the west and providing a new drop box lane. ADA IMPROVEMENTS: the ADA parking spaces at the main public entry were not compliant with RE-4 standards for accessibility. The ADA parking spaces and adjacent sidewalk are to be re-graded and re-constructed in a manner that is compliant, to allow for an accessible route at the public entrance.



# USPS BEDFORD PARK P&DC PAVING UPGRADES

#### BEDFORD PARK, ILLINOIS

- Owner | United States Postal Service 6801 West 73rd Street Bedford Park, IL 60499-9998
- Contact | Mr. Don Kandl, Project Manager (630) 295-6239 donald.w.kandl@usps.gov

Completion Date | 2018

Project Cost | \$38,673 (P&DC Investigative Study) \$27,688 (VMF Investigative Study)

The United States Postal Service contracted DLZ to conduct an on-site investigation of approximately 13.6 acres of paved parking lots, maneuvering areas, service drives, and trailer laydown areas at the Bedford Park Mail Processing and Distribution Center (P&DC), including the Vehicle Maintenance Facility (VMF). The purpose of the pavement assessment study was to assist the Postal Service with understanding the current condition of the pavements and provide recommendations utilizing a combined approach of preventative pavement maintenance, rehabilitation and reconstruction, where necessary, to extend the life of the pavement. This pavement assessment study was performed on a fast track and was completed in 60 days.

A visual condition survey and pavement evaluation documented the extents of the pavement condition by assigning a numerical PASER (Pavement Surface Evaluation and Rating) rating, recording pertinent field not information, and capturing pavement defects and locations. PASER value ratings provide a comprehensive management system to collect data and assess several pavement characteristics. This data was combined with an economic analysis of alternatives to recommend the alternative with the best projected economic performance over the life of the pavement. The pavement assessment was supplemented with a topographic survey and geotechnical investigation limited to the study area.



# USPS Fox Valley P&DC - CONCRETE PAVEMENT REHABILITATION

### AURORA, ILLINOIS

- Owner | United State Postal Service Great Lakes Facilities Service Office 500 Fullerton Avenue Carol Stream, Illinois 60199
- Contact | Mr. Don Kandl, Project Manager (630) 295-6239 donald.w.kandl@usps.gov

Completion Date | 2020

**Project Cost** | \$1,801,000



DLZ performed an Investigative Study including pavement evaluation, findings, development of multiple alternatives, and recommendations. The existing concrete pavement was severely deteriorated and in need of full depth replacement. Based on the recommendations and life-cycle cost analysis, DLZ developed a complete design for the selected alternative. The project includes removal and replacement of concrete pavement at the loading docks and truck maneuvering areas. The project is phased to accommodate postal operations. DLZ is also performing Construction Administration and part-time Construction Inspection services.



# BATTLE CREEK AIR NATIONAL GUARD BASE ROADS

## BATTLE CREEK, MICHIGAN

- Owner | United States Property and Fiscal Office (USPFO) 3423 North Martin Luther King Blvd. Lansing, Michigan 48906
- Contact | Major Nathan Finfrock, Deputy Base Civil Engineer (269) 969-3346 nathan.d.finfrock.mil@mail.mil

Completion Date | 2016

**Project Cost** | \$2,200,000



As part of an on-going as-needed design contract with the United States Property and Fiscal Office of Michigan (USPFO), DLZ is performing survey, geotechnical and roadway design services for the rehabilitation of the entire network of roadways within the Battle Creek Air National Base Roads. The project is to pulverize the existing HMA pavement, reshape and overlay on 12 roadways within the base, totaling 3.3 miles. DLZ evaluated the subsurface soils to determine if they carry sufficient capacity to withstand a thickened HMA surface. DLZ assessed the existing curb and gutter as well as existing sidewalk and recommend replacement where necessary. All sidewalk ramps will be upgraded to current standards of the Americans with Disabilities Act. In addition, DLZ will perform a geometric analysis and evaluate a sharp horizontal curve for conformance with AASHTO standards.

The project has been through the investigative phase (Type A Services) and detailed design phase (Type B Services). It is anticipated that the project will be ready for construction in the fall of 2016 and DLZ will also provide post-design, construction engineering, construction layout and materials compliance testing services (Type C Services).

# **PROJECT TYPES AND SERVICES OFFERED WDLZ** ROOF REPAIR, RESTORATION AND/OR REPLACEMENT

### MDTMB GUS HARRISON CORRECTIONAL FACILITY ROOF REPLACEMENT recommendations, and cost estimates were determined by the recommendations of the Boof Asset Management Benor

### Adrian, Michigan

**Owner** | Michigan Department of Technology, Management and Budget

- Contact | Mr. Steven J. Urban, RA (517) 284-7920
- Completion Date | 2016
- Project Cost | \$2,079,890

DLZ recently provided professional architectural and engineering services to design replacement roofing systems for multiple buildings at the Gus Harrison Correctional Facility in Adrian, Michigan. The building roof systems of the 22 buildings at this facility vary in age and composition from building to building. The majority of the building roofs are EDPM or standing seam metal roofing systems, are original and were installed approximately 23 to 25 years ago. The roof condition, roof life expectancy, roof replacement/repair recommendations, and cost estimates were determined by the recommendations of the Roof Asset Management Report prepared by McDonald Roofing, McDonald Roof Sentry Asset Management under a separate contract the Michigan Department of Corrections.

The first project was for the South Side group of buildings. Scope of work consisted of minor roof repairs and installation of coatings (fluid applied membrane waterproofing) on the South Side complex existing standing seam metal roofs to prevent water infiltration problems. The project base bid included the restoration of 10 building roofs as follows: Housing Unit A&B,

Housing Unit C&D, Housing Unit E&F, Housing Unit G&H, Education, Food Services, Administration, Maintenance Grounds, Maintenance Storage, and Weight Pavilion.



# LCC GANNON BUILDING ROOF REPLACEMENT

## LANSING, MICHIGAN

- **Owner** | Michigan Department of Technology, Management and Budget
- Contact | Mr. Timothy Martz Director of Facilities (517) 483-1808 martzt@lcc.edu

Completion Date | 2017

Project Cost | \$31,500

Critical scope items include internal roof drains, numerous pieces of rooftop mechanical equipment, compatibility of new roof system with existing tie-in, achieving perimeter vertical roof system returns (minimum of 8") located at corrugated metal wall paneling, warranty of new roof system, verifying extent of existing roof installation damage, protection of interior building contents replacement of the existing roof this construction season, replacement of the existing roof while the facility is occupied and operational, and taking advantage of a competitive bidding climate. The project includes replacement of approximately 70,000 square feet of the existing roofing system and associated roofing accessories of the part of the lower and upper roof of the General Services Building. The existing roof assembly is composed of a metal roof deck with an original ethylene propylene diene monomer (EPDM) roof system. The existing roof assembly is failing causing various roof leaks throughout the building. In addition, there is cursory evidence of insulation water damage and potential existing metal roof deck damage that may need replacement.

The schematic design phase of the project will include field investigation consisting of visual observations, roof cores, material testing, and thermal imaging in order to gain a thorough understanding of the existing conditions and deficiencies of the existing roof assembly.

It is understood that the scope of services for this contract includes the following for each project phase:

- Phase 300 Schematic Design
- Phase 400 Preliminary Design
- Phase 500 Final Design
- Phase 600 Construction Administration Office Services
- Phase 700 Construction Administration Field Services



# MDTMB CARSON CITY CORRECTIONAL FACILITY ROOFING RESTORATIONS

## CROWN POINT, INDIANA

**Owner** | Michigan Department of Technology, Management and Budget

Contact | Mr. Todd Cordill Project Director (517) 897-7017

Completion Date | 2017

**Project Cost** | \$1,900,000

The project includes roof replacement of six (6) existing buildings. Each building has an existing single-ply membrane roofing system adhered to mechanically-fastened rigid insulation. The scope includes full replacement of the existing roofs with a new fully-adhered 60mil single-ply EPDM roofing system. 1.Building 200: 23,100 square feet 2.Building 800: 15,800 square feet 3.Building 700: 15,800 square feet 4.Building 300: 18, 500 square feet 5.Building 1200: 12,800 square feet 6.Building 100: 14, 800 square feet Total Roof Area: 100,800 square feet



# LAKE COUNTY JUVENILE JUSTICE CENTER ROOF REPLACEMENT

### **CROWN POINT, INDIANA**

- **Owner** | Lake County Board of Commissioners 2293 North Main Street Crown Point, Indiana 46307
- Contact | Mr. Michael Repay Commissioner (219) 755-3200

Completion Date | 2017

Project Cost | \$1,582,195

DLZ was contracted to perform a comprehensive needs assessment of the Juvenile Justice Center Facility including concept design, planning, and estimating services. As a result of the needs assessment, DLZ was contracted to implement a phases renovation of the Juvenile Detention Center, Courts, and Administrative spaces including site development, architectural, structural, mechanical, and electrical systems.

The final phase of the project was completed in 2017 and included a complete removal and replacement of the roofing system, totaling approximately 120,000gsf. The existing roof consisted of a variety of ballasted and membrane systems. The new roof is fullyadhered EPDM membrane.



# PROJECT TYPES AND SERVICES OFFERED SITE SURVEYING

# CAMP GRAYLING ARMY AIRFIELD RAIL SPURS

## **G**RAYLING, **M**ICHIGAN

- Owner | Michigan Department of Military & Veterans Affairs, Construction and Facilities Management Office 3423 N. Martin Luther King Jr. Blvd Lansing, Michigan 48906-2934
- Contact | Mr. Brian Bushnell, Design Manager (517) 481-7561 brian.a.bushnell2.nfg@mail.mil

Completion Date | 2018

Project Cost | \$961,544 (2017) \$586,392 (2018)



DLZ was retained by the Michigan Department of Military and Veterans Affairs (DMVA) though our ISID contract with the Michigan Department of Technology and Budget (DTMB) to design two rail spurs, concrete unloading ramps, equipment parking areas, and associated security fencing at the Camp Grayling Army Airfield.

This project design was performed on a fast track, with bidding occurring less than three months after award.. Survey and geotechnical work was completed in heavy snow conditions with valued assistance and cooperation from Camp Grayling Construction Management and DPW/Facilities Engineering Staff.

Construction of the first phase of this project was completed by early July to be ready for the 2017 Northern Strike exercise, with the first flat cars of tanks arriving on July 26, 2017. Several alternates were exercised in this initial project, including a reduction to one rail spur, with the remainder of the project bid the following year, and again completed in time for the 2018 exercise.

# FCA DETROIT ASSEMBLY COMPLEX MACK EXPANSION

## DETROIT, MICHIGAN

- Owner | City of Detroit Brownfield Redevelopment Authority 500 Griswold St., Suite 2200 Detroit, Michigan 48226
- Contact | Mr. Cleveland Dailey III cdailey@degc.org

Completion Date | 2021

**Project Cost** | \$181,000

DLZ was retained by the City of Detroit Brownfield Redevelopment Authority (DBRA) to perform ALTA/NSPS Land Title Surveys (ALTA Surveys) for the future Fiat Chrysler Plant. DLZ was also contracted by DBRA to perform Phase I and II Environmental Site Assessment (ESA), Geotechnical Investigation and Hazardous Material Surveys. This project



involved ALTA Surveys of eight parcels, totaling 114 acres, across the City of Detroit. The surveys included residential, public works, railroad, and industrial properties. The surveys also included the vacation of various streets and alleys within the city, the creation of new consolidated descriptions of the parcels, and the preparation of easement descriptions for development. These surveys were important to not only determine the boundaries of the many parcels in the land acquisition, but to identify the location of any potential encumbrances. These surveys were the first step in the development of these parcels and the creation of new jobs for the people of Detroit.



# LANSING BOARD OF WATER AND LIGHT STEAM VAULT REPLACEMENT

### LANSING, MICHIGAN

- Owner | Lansing Board of Water and Light 730 East Hazel Street P.O. Box 13007 Lansing, Michigan 48901
- Contact | Mr. Michael Schorsch (517) 930-5791 mrs1@lbwl.com

Completion Date | 2016

**Project Cost** | \$3,299,340

DLZ performed survey and design services associated with replacement of 13 existing steam vaults located in downtown Lansing. The scope included an initial site inspection of each vault to verify existing conditions and assess the overall condition of each vault and its surroundings. Project includes demolition, removal, and replacement of all 13 reinforced concrete vaults and associated pavement, curbs, sidewalks, piping and calculation of steam condensate loads and pipe stresses. New vaults were sized to accommodate sufficient interior space for steam component and maintenance personnel.

DLZ performed the following professional services:

- Topographic Survey
- Steam Vault Inspection
- Steam Distribution Calculations
- Design/Engineering for New Steam Vaults, Steam Piping, Selective Demolition, Roadway Improvements, Sanitary Sewer, Electrical Provisions and Maintenance of Traffic

# FORMER MICHIGAN STATE FAIRGROUND

### DETROIT, MICHIGAN

- Owner | City of Detroit Brownfield Redevelopment Authority 500 Griswold St., Suite 2200 Detroit, Michigan 48226
- Contact | Mr. Orza A. Robertson (313) 237-6098 orobertson@degc.org

Completion Date | 2019

Project Cost | \$7,000,000

DLZ was retained by the City of Detroit Brownfield Redevelopment Authority (DBRA) to perform an ALTA/NSPS Land Title Survey (ALTA) at the Former Michigan State Fair property. DLZ was also contracted by DBRA to perform Phase I and II Environmental Site Assessment (ESA), Geotechnical Investigation and Hazardous Material Surveys. The survey of the 142-acre property located at 8 Mile and Woodward intersection involved locating all visible improvements such



as paved areas, fences, walks, 24 buildings (including the "world's largest stove"), above ground evidence of underground utilities, as well as show underground utilities disclosed by maps provided to DLZ by various utility companies. The ALTA was performed using a combination of Real Time Kinematic GPS, conventional ground survey methods and photogrammetric methods from an Unmanned Aerial System (UAS). At the request of the client, a new legal description of the property was prepared to facilitate any future conveyances.

# **PROJECT TYPES AND SERVICES OFFERED CDLZ** STORMWATER MANAGEMENT AND DRAINAGE PLANS

# STORM SEWER/OUTFALL INVESTIGATIONS - VARIOUS PERMITTEES

### VARIOUS LOCATIONS, MICHIGAN

Owner | Various

Contact | Ms. Amy Neary West Bloomfield Township (248) 451-4828

> Mr. Bob Dion City of Bay City (989) 894-8317

Mr. David McKee Independence Township (248) 625-8222

Completion Date | Ongoing

Project Cost | \$5,000 - \$14,000 annually

DLZ has been retained by the Cities of Rochester and Madison Heights, The Lamphere Schools, Madison District Public Schools, the Townships of Independence, West Bloomfield, and Port Huron, and the Village of Milford to: Township to develop Illicit Discharge Elimination Plans (IDEPs) and assist in the Plan implementation. J&A reviews existing storm sewer and sanitary sewer as-built plans and maps; conducts dry-weather outfall and discharge point screening; and develops GIS or web-based mapping of their systems. Dry-weather screening entails: GPS-locating all manholes, catch basins, and outfalls and collecting structure conditions on an iPad or Microsoft Surface. Field observations were identified such as: location of the structure (street name/ crossroads), date of field investigation, crew members, size of pipe, condition, and blockages present. Photo documentation is also taken of each structure. Samples are collected for laboratory analysis if dry-weather flow is present.

We are intricately familiar with state and federal NPDES guidelines and have experience with developing storm water management ordinances and standards to comply with current Phase II permit requirements.

# POINTE MOUILLEE STATE GAME AREA PUMP REPLACEMENT AND CAUSEWAY REPAIR

### SOUTH ROCKWOOD, MICHIGAN

**Owner** | Michigan Department of Technology, Management and Budget

Contact | Mr. Chris Bahjet Project Manager (517) 749-7519

Completion Date | 2017

### Project Cost | \$435,000

The Pointe Mouillee State Game Area, located at the confluence of the Detroit River, Huron River, and Lake Erie, and is a popular managed waterfowl hunting area consisting of approximately 4,000 acres of marsh, open water, and prairie. There are nine main management units on the site, of which several can be selectively flooded or drained using the pump and causeway flume stop logs associated with this scope of work.

The existing 30 year old pumping system scheduled for replacement is located at the northwest corner of the Humphries Management Unit and adjoins Mouillee Creek.

The facility consists of a control building containing a hydraulic power unit and electrical controls. Outside the building are two concrete junction boxes with gates that control water flow to the nearby management units, or can draw or release water to nearby Moulliee Creek. Mounted on the divider wall between the boxes is a hydraulically powered horizontal axial flow pump rated at approximately 35,000 gallons per minute that can be operated to move flow in either direction so that it can selectively be used to fill units, or pump units down. The MDNR desires to replace the single large pump with two vertical 13,000 gallon per minute propeller/axial flow pumps.

The South Causeway is located at the south end of the Humphries Unit. Originally designed with 45 6-foot to 10-foot culverts that allowed free movement of water between Lake Erie and the management unit, 39 of these culverts were plugged during or prior to the early 1990's, and stop log control structures added to the remaining six. The remaining six culverts are beginning to fail and allow uncontrolled flow of water from Lake Erie into the management unit and causing the degradation of desired species within the unit. It is thought that lining the culverts could rectify the situation, and this will be further investigated during the project study phase.



# GRAND RIVER WATERSHED WETLAND MITIGATION DESIGN A portion of the berm also included vertical steel sho

### OTTAWA COUNTY, MICHIGAN

- **Owner** | Michigan Department of Transportation Grand Rapids Transportation Service Center
- Contact | Mr. Nick Jasinski, P.E. Project Manager (616) 451-6060

Completion Date | Ongoing

**Project Cost** | \$775,000

DLZ was retained to provide services for wetland mitigation design and preparation of construction plans, hydrology analysis, preparation of special provisions, cost estimating, CAD, and project management for creation of a 40-50 acre wetland mitigation site. The site has been farmed for decades and consists of primarily muck soils that are drained by a series of agricultural ditches and pumps.

DLZ prepared construction documents, including a containment berm on the perimeter that contained a bentonite geotextile curtain installed vertically in a trench to prevent lateral movement of water from the created wetland.

A portion of the berm also included vertical steel sheet piles to add stability and prevent the berm from being compromised by burrowing mammals. Approximately 50 acres of wetland will be created on the 82 acre parcel, with the site grading balancing and no soils being removed from the site.



# SAW GRANT IMPLEMENTATION - STORMWATER ASSET MANAGEMENT PLANNING

## FLINT, MICHIGAN

- Owner | City of Flint 1101 S. Saginaw Street Flint, Michigan 48502
- Contact | Mr. Mark Adas, PE City Engineer (810) 766-7135 x2603 madas@cityofflint.com

Completion Date | 2018

Project Cost | \$1,620,000

DLZ was contracted by the City of Flint to develop a Stormwater Asset Management Plan (SWAMP) using funds from their awarded Michigan Department of Environment, Great Lakes, and Energy (EGLE) Stormwater, Asset Management, and Wastewater (SAW) Grant. The SAW Grant application addressed the development of an analysis and planning methodology for Flint to obtain a functional work order system and sustainable approved asset management program for their stormwater system. DLZ located the existing manholes using Global Positioning System (GPS) to establish State Plane Coordinates (northing, easting, and elevation). An inspection report and asset photographs were recorded for each manhole. DLZ inventoried and inspected over 14,500 catch basins, 1,300 storm manholes, and 345 outfalls. The data was entered into collector for ArcGIS and then uploaded to the cloud for incorporation into GIS. Further Cityworks development and maintenance are ongoing. A stormwater model network was created that included all storm manholes and catch basins in the GIS system using historical information as well as information gathered during this project. Compiling data collected during the project, DLZ created a Storm Water Asset Management Plan (SWAMP), addressing deficiencies in the system and areas of concern. The Plan recommend repair strategies and prioritization of repairs with a suggested implementation schedule.





PROJECT TYPES AND SERVICES OFFERED

# THE SOUTH BEND CLINIC PARKING GARAGE INSPECTION AND REHABILITATION

South Bend, Indiana

- Owner | The South Bend Clinic LLP, 211 N. Eddy Street South Bend, IN 46617
- Contact | Ms. Debra Straw, Director Materials Management & Facilities (574) 239-1479 dstraw@southbendclinc.com

Completion Date | 2024 (estimated)

Project Cost | \$2,000,000



DLZ was hired to perform an arms-length visual inspection of the Clinic's two parking garages comprising of a total of 175,000 square feet which included chain dragging the top of all of the decks to find delaminations below the concrete surface. Once inspection was completed DLZ developed detailed construction documents for the repair and rehabilitation of the parking garages. Repair details included expansion joint replacement, precast double tee joint repair, structural repairs of precast double tee webs and flanges, crack repair, load transfer replacement, corbel repairs and surface sealing of concrete. In addition a detailed opinion of probable construction cost was developed to assist the Owner in setting priorities for a phase construction approach.

# DORT RESERVOIR REHABILITATION

# FLINT, MICHIGAN

- Owner | ICity of Flint 1101 S. Saginaw Street Flint, MI 48502
- Contact | Clyde Edwards (810) 766-7346 cedwards@cityofflint.com

Completion Date | 2021

Project Cost | \$2,150,000

This project was for the structural rehabilitation of a 20 MG finish water reservoir for the City of Flint. DLZ developed structural rehabilitation drawings and specifications based on an inspection report that was prepared by others. Rehabilitation details included crack repair, expansion joint repair, application of corrosion inhibitor, spall and delamination repair and structural strengthening of columns due to Alkalisilica reaction (ASR) in the columns. After the project was awarded and the reservoir was drained and cleaned. DLZ entered the tank and to perform a visual inspection and assessment to validate the previously issued repair details.





# GLWA WRRF AERATION DECKS 1 & 2 IMPROVEMENTS PROJECT

### DETROIT, MICHIGAN

- **Owner** | Great Lakes Water Authority 9300 W. Jefferson Avenue Detroit, Michigan 48209
- Contact | Ali Khraizat Capital Improvement Program Director ali.khraizat@glwater.org

**Completion Date** | 2023 (estimated)

Project Cost | TBD



DLZ is part of the AECOM team to provide staff augmentation to GLWA for implementation of their Capital Improvements Program. As part of our scope of work for this task assignment we performed a visual inspection of approximately 150,000 SFT of the precast concrete and cast-in-place concrete covers for the high purity aeration decks 1 & 2. Based on the findings of that inspection 30% scoping documents and a basis of design report will be developed for the purpose of soliciting a design/build contractor.

# KALAMAZOO DEPARTMENT OF PUBLIC SAFETY, STATION 01

### Kalamazoo, Michigan

- Owner | Kalamazoo Department of Public Safety 415 E. Stockbridge Avenue Kalamazoo, Michigan 49001
- Contact | Ms. Rebekah Kik Director Community Planning & Economic Development (269) 337-8893 kikr@kalamazoocity.org

Completion Date | 2019

Project Cost | n/a

The City of Kalamazoo was interested in renovating their abandoned fire station and put it back into service. As part of DLZ's scope of work, a visual inspection and structural assessment was performed to evaluate the feasibility of this request.

In addition, due to the potential that this fire station would be classified as an essential facility in accordance with the Michigan Building Code, our evaluation involved researching the required impacts to the structure and feasibility of implementing the tornado shelter requirements of ICC500 "Standard for Design and Construction of Storm Shelters".





# **PROJECT TYPES AND SERVICES OFFERED**

# UNITED STATES POSTAL SERVICE LIMA, OHIO RESTROOM RENOVATION

## LIMA, OHIO

- Owner | United States Postal Service 350 W High St Lima, Ohio 45801
- Contact | Mr. Donald Kandl Project Manager (630) 295-6239 donald.w.kandl@usps.gov

Completion Date | 2020

Project Cost | \$163,000

DLZ provided construction administration for the renovation of employee restrooms. The project includes a reconfiguration of the restrooms to achieve ADA compliance, all new finishes, fixtures, and toilet compartments, accessories, and plumbing. The project is compliant with USPS Standard Design Criteria and ADA.



# MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY YOUTH Services Remodel with New Restrooms

### Mishawaka, Indiana

- Owner | Mishawaka-Penn-Harris Public Library 209 Lincoln Way Mishawaka, Indiana 46544
- Contact | Ms. Dena Wargo (574) 259-5277 D.Wargo@MPHPL.ORG

Completion Date | 2018

**Project Cost** | \$352,093

Based on the initial Facility Assessment Report prepared by DLZ, a \$2,000,000 General Obligation Bond identified multiple priority projects. DLZ worked closely with the Mishawaka-Penn-Harris Public Library to determine the best use of the monies available and identified those projects that had the most significant impact on the patron services and establishing the long term goals and objectives of the Library. The project included the creation of a new Youth Services space. This project also addressed the programmatic needs, patron safety, and the patron experience at the Mishawaka Library for the Children and Young Adult Services.

A new entrance area with Family-friendly restrooms, flexible soft seating, and activity space leads into the Youth Services area. A central circulation desk offers visual control of both the Children's and Young Adult Sections. Geometric shapes, lighting, colors, and finishes provide new and exciting visual stimulation while connecting to the design of the existing facility.



# GERALD R. FORD INTERNATIONAL AIPORT RESTROOM RENOVATION

### GRAND RAPIDS, MICHIGAN

- **Owner** | Gerald R. Ford International Airport 5500 44th Street SE Grand Rapids, Michigan 49512
- Contact | Mr. Casey Riles, P.E. Engineering & Planning Director (616) 233-6040 cries@grr.org

Completion Date | 2020

Project Cost | \$5,000,000

DLZ was contracted by the Gerald R. Ford International Airport Authority (GFIAA) to provide A/E design services for the relocation and consolidation of the airport's Primary Communications Center (PCC), Operations, Police, Badging, Transportation Security Administration (TSA) services and restroom renovation. DLZ conducted a Needs Assessment, Programming, and Feasibility Study to investigate options to meet the diverse and complex public service and safety needs of the Client. Planning options considered had to account for large, concurrent renovation projects, as well as an evolving Airport Masterplan. The selected solution was a phased approach that includes both

renovation and new construction in public and secure areas. The first phase provided new space for TSA, which was complicated by a federal government furlough in the middle of construction. The second phase was completed in March 2020, and provided new space for Police, Badging, Conference Rooms and Restrooms.



# LANSING COMMUNITY COLLEGE GANNON BUILDING LOCKER ROOM AND SHOWER RENOVATIONS

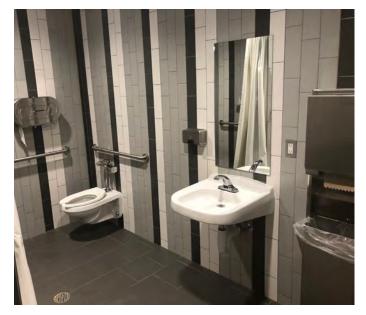
### LANSING, MICHIGAN

- Owner | Lansing Community College 7230 Physical Plant P.O. Box 40010 Lansing, Michigan 48901-7210
- Contact | Mr. Timothy Martz Director of Facilities (517) 483-1808 martzt@lcc.edu

Completion Date | 2017

Project Cost | \$1,000,000

DLZ is provided Professional Design Services to renovate areas of the existing Gannon Building Second Level Locker Rooms. These renovations include improvements to the locker control room, men's and women's core restrooms, coach's locker rooms, DPS locker rooms, all-gender restrooms, privacy showers, and lactation room. The project is being implemented as a quasi Design-Build project in coordination with Granger Construction.



# PROJECT TYPES AND SERVICES OFFERED **WDLZ** TRAIL DESIGN AND DEVELOPMENT

# MAPLE ROAD NON-MOTORIZED SHARED USE PATH

### West Bloomfield, Michigan



DLZ has been contracted by West Bloomfield Township (Township) Planning & Development Services Department to prepare plans and perform the construction administration to complete a new non-motorized shared use path along the north side of West Maple Road between Glenway Drive and Country Club Lane. As part of the design process, DLZ worked closely with representatives from the Road Commission for Oakland County and property owners to address topographic issues while **Owner** | Planning & Development Services 4550 Walnut Lake Road West Bloomfield, Michigan 48325

Contact | Ms. Amy Neary, Director of Planning & Development Services (248) 451-4833 aneary@wbtownship.org

Completion Date | 2020

**Project Cost** | \$542,000

maintaining compliance with Americans with Disabilities Act (ADA) standards. Steep slopes along the shared use path were mitigated with construction and post-construction SWPPP best management practices (BMPs) to ensure soil erosion was contained and kept to a minimum. DLZ developed project plans and specifications in accordance with the requirements of the Michigan Department of Transportation and the American Association of State Highway and Transportation Officials for pathways and to ADA design standards.

# TAPPAN LAKE PARK - BEACH TRAIL AND UTILITY EXTENSIONS Owner | Muskingum Watershed Conserva

## DEERSVILLE, OHIO

Tappan Lake is a man-made reservoir that features over 2,350 acres of surface water with 30 miles of shoreline surrounded by 5,000 acres of protected land in Harrison County, Ohio. Over the last few years, DLZ has worked with MWCD staff to develop numerous new tent & RV campground sites with full utility service hookups in addition to utility upgrades and other amenities such as shelters, shower houses and playgrounds throughout Tappan Lake Park. This project continues the utility upgrades and provides a multi-use trail connecting the different areas of the park. The main recreational feature of the improvements is a 3,500 linear feet asphalt multi-use trail that runs along the shoreline of Tappan Lake and then along the hillside of a narrow valley. This trail will serve as a major pedestrian and bicycle link for areas of the park on opposite sides of the lake



Owner | Muskingum Watershed Conservancy District 1319 3rd Street NW P.O. Box 349 New Philadelphia, Ohio 44663

Contact | Mr. Jeff Yohe (234) 801-7025 jyohe@mwcd.org

Completion Date | 2022 (estimated)

Project Cost | \$867,000 (estimated)

and is also accessible from the main parking lot. Smaller trail sections connect 2 pedestrian bridges to the main trail. Lighted wayfinding bollards are also provided along the trail. DLZ provided the complete design and construction documents of site features including demolition, grading, horizontal controls, trail plan and profiles, utility profiles, and erosion control features. Design services provided include landscape architecture, site/civil engineering, electrical distribution, and campground lighting engineering. Permitting included OEPA PTI for Water and Wastewater System, OEPA NPDES Storm Water Permit, and a County Floodplain Permit.



# BIG WALNUT TRAIL

## COLUMBUS, OHIO

- **Owner** | City of Columbus Department of Recreation and Parks 1111 East Broad Street Columbus, Ohio 43205
- Contact | Mr. Brad Westall and Nic Sanna Planning Manager (614) 645-3300 BRWestall@Columbus.gov NJSanna@columbus.gov

Completion Date | 2020

Project Cost | \$875,000

DLZ performed an engineering study and preparing construction documents for the City of Columbus Department of Recreation and Park's Big Walnut Trail, which travels along Big Walnut Creek. Big Walnut Creek is one of the more scenic and high-water quality streams in the Columbus area and the proposed recreational trail will result in an important improvement to the park system. The original study area for the new trail was an approximate 0.7-mile long greenway trail along a wooded corridor that runs east of Big Walnut Creek from Williams Road to Three Creeks Park. Ecological studies determined that several wetlands existed within the trail corridor and the City elected to study a second trail



alignment along another portion of Big Walnut Creek from Elk Run Park to Winchester Pike. The second study area consists of an approximate 0.7 mile-long, 10-foot wide asphalt trail along a wooded corridor area that is within the floodway of Big Walnut Creek. The engineering study includes field survey and mapping, a limited geotechnical investigation, a hydraulic study, completion of an OHPO Project Summary Form, a Level 1 Ecological Survey, and a preliminary route study and report. The purpose of the study is to evaluate environmental and cultural resources, as well as hydraulic impacts of the proposed trail, and to estimate structure requirements and preliminary construction costs.

DLZ prepared construction documents and permitting packages for the Big Walnut Trail within the second study area. The final alignment consists of a 10' wide, 4,262' long multi-use trail located almost completely within the 100-year floodplain of Big Walnut Creek. The design of the trail must overcome several challenges. The first major challenge is passing under US 33's bridges over Big Walnut Creek, which will be widened and under construction until 2019. Another major challenge is balancing cut and fill requirements within the floodlain. The trail is being designed so that no new fill is created within the floodplain. A third major challenge is preserving as many of the corridor's mature trees as possible, including an 84" sycamore which the trail will pass in close proximity. Multiple wetlands are also located along the trail alignment. Permitting also provides an extra challenge as DLZ is coordinating with the City of Columbus, ODOT, U.S. Army Corps of Engineers, Ohio EPA, and Franklin County.

GENESEE COUNTY TRAIL DESIGN AND ENGINEERING SERVICES

## GENESEE COUNTY, MICHIGAN

- Owner | Genesee County Parks 5045 Stanley Road Flint, Michigan 48506
- Contact | Mr. Barry June Deputy Director (810) 249-3817 bjune@gcparks.org

Completion Date | 2016

**Project Cost** | \$6,000,000

DLZ conducted preliminary investigations of constraints and costs for a new multiuse pathway commencing at Richfield Park in Richfield Township, Genesee County, and ending at the Southern Links Trail near the Village of Columbiaville in Lapeer County. The total trail length is approximately 12 miles.

DLZ obtained existing information on property ownership and parcel lines, wetlands, topography, floodplains, and other data to allow for an assessment of the viability of various alignments and preliminary impacts and costs of each. A major constraint along the alignment is the Holloway Reservoir. Genesee County and the City of Flint own a number of parcels along the potential alignments but there will likely need to be options that follow existing road right-of-way and follow private property lines to connect these parcels and provide a contiguous trail.

DLZ worked with project stakeholders to identify the alignment that best met the project goals at the lowest construction cost and least amount of impact to private property and sensitive environmental features. DLZ prepared plans of the preliminary alignment and profile for the full length of the project, while breaking out the plans into \$1 million segments deemed fundable by Genesee County.

# PROJECT TYPES AND SERVICES OFFERED WASTEWATER SYSTEMS

# NORTHWEST PUMP STATION IMPROVEMENTS

## FLINT, MICHIGAN

- Owner | City of Flint 3310 E Court St Flint, Michigan 48506
- Contact | Ms. Jeanette Best WPC Manager (810) 766-7210 jbest@cityofflint.com

Completion Date | 2020

Project Cost | \$1,700,000



The pumps and other equipment, including valves and control equipment, at the Northwest Pumping Station (NWPS) have reached the end of their useful life, are oversized for current operating flows and in need of replacement. As a result, the NWPS is being rehabilitated to support lower flowrates while still being able to meet peak demands. Right sizing of the pumps allows the station to better match current and projected flow rates with improved efficiency and flexibility in operation. The existing three pumps are replaced with new six MGD pumps configured to run as a conventional triplex operation with pump alteration programming to ensure equal runtime for each pump. New PLC controls allow for adjustments to the operational settings of the wet well to take advantage of potential wet well storage in the 48-inch influent sewer to reduce pump cycling and to provide higher pumping capacity during wet weather events. Pumps are being sized based on the minimum, average and peak dry weather flow as well as the peak hourly wet weather flow. Variable speed pumping ranges were set to match this carrying inflow rate range to minimize pump cycling. The force main rehabilitation sizing is being designed to select an optimum diameter

and material to maintain the necessary cleansing velocities during dry weather conditions, while minimizing friction losses under peak hourly pumping rates estimated to be approximately 11.8 MGD. A hydraulic model is being used to evaluate the various materials and pipe sizes to achieve the most efficient force main size.

The final plans will include the Basis of Design, pump sizing, piping, meter installation, valves, electrical and control improvements and force main resizing as well as recommended pumping control strategies. A plan for operating and maintaining the new equipment at the NWPS will also be prepared as well as as-built records in electronic format.

# EAST GATE LIFT STATION AND SANITARY FORCEMAIN REPLACEMENT

# South Bend, Indiana

DLZ was retained by the Board of

Public Works for design, bidding, and construction administration services for this lift station and sanitary forcemain replacement project. DLZ prepared the City of South Bend's Feasibility Study Report which determined the lift station location, new forcemain alignment, incoming sewer flow rates, equipment size, and easement acquisition necessary to complete the project. The East Gate Lift Station and Forcemain Replacement consisted of demolishing the existing 250 GPM lift station which had exceeded its useful life and abandoning the associated forcemain. The project included

- Owner | City of South Bend 1316 County City Building 227 W. Jefferson Blvd South Bend, IN 46601
- Contact | Mr. Jacob Klosinski, PE Assistant City Engineer (574) 235-9496

Completion Date | 2016

**Project Cost** | \$597,000

construction of a 340 GPM submersible duplex lift station which was designed to handle the flows from the adjacent neighborhood. The area surrounding the lift station was designed to accommodate the City's large service vehicles and included an oversized driveway approach for ease of maintenance. The new lift station also included construction of a new flow meter vault which was tied into the system control panel for remote monitoring. A new ½ mile length of upsized forcemain pipe was constructed and installed using directional drilling methods. The use of directional drilling method allowed the City to save on costs, quicker installation and less disturbance to the residential area surrounding the lift station. A new control panel with integrated SCADA and telemetry was constructed alongside the lift station for monitoring and control. Due to the size of the new lift station, an easement and partial property acquisition was required. DLZ assisted the City of South Bend throughout the process of the acquisition in order to complete the project in the accelerated timeframe which was required. The exterior of the lift station was designed by DLZ's Landscape Architects to give it curb appeal from the surrounding residential area and to protect the equipment from any potential damage. DLZ also assisted the City of South Bend through the permit, bidding and construction administration phases. The project hit the target schedule for construction and was completed on time and within budget.



# CITY OF AKRON NSIT GORGE SEWER SEPARATION Advanced Facilities Plan

### AKRON, OHIO

- Owner | City of Akron 166 S. High Street, Room 701 Akron, Ohio 44308
- Contact | Mr. John Moore Director of Public Service (330) 375-2270 jmoore@akronohio.gov

Completion Date | 2017

Project Cost | \$183,451,075

The purpose of the Gorge Sewer Separation AFP project was to verify some of the assumptions used to develop the preferred Integrated Plan alternative to the 24-foot diameter Northside Interceptor (NSI) Tunnel in the Long Term Control Plan (LTCP). This alternative consists of the following components: complete sewer separation in the CSO Rack 34 and 35 Service Areas with inline storage, upsizing of the existing NSI Sewer, and other hydraulic modifications to Racks tributary to the NSI. DLZ's project includes only the sewer separation component. Stormwater Quality BMP requirements will also be considered, per guidance in the City of Akron's Green Infrastructure toolbox.

Tasks included review of project feasibility, layout of the separated sewers, cost estimate development, and review of flow rate assumptions for the sewer separation of all combined sewers within the Rack 34 and Rack 35 area. Some work

was expedited in advance of City coordination meetings with the EPA. One of the key elements of the expedited task was to verify sewer separation costs, as the City's experience was that final design costs were greatly exceeding estimates in the Integrated Plan. Ultimately, the complexity of the hydraulic modeling modified the task of estimating Rainfall-Derived Inflow and Infiltration (RDII) peak flow rates, which was to be used to determine whether the RDII reduction in the model was realistic. DLZ is also tasked with preparing a sewer rehabilitation plan, costing lead water service lateral replacement, evaluating construction phasing and community and stakeholder impacts, coordinating with known future develop projects, developing a limited smoke and dyed water testing program, preparing a geotechnical literature review, performing preliminary environmental investigation, and performing an historical and cultural resources assessment. Optional tasks include collection of geotechnical and survey data, including SUE Level A data collection.

# OAKLAND COUNTY WATER RESOURCES COMMISSIONER AS-NEEDED SERVICES

### OAKLAND COUNTY, MICHIGAN

- Owner | Oakland County Water Resources Commissioner One Public Works Drive Building 95 West Waterford, Michigan 48328
- Contact | Mr. Tim Prince, Chief Engineer (248) 858-0958 prince@oakgov.com

Completion Date | Ongoing

Project Cost | \$1,000,000

Since 2012, DLZ has been providing the Oakland County Water Resources Commissioner (WRC) with professional services related to asset management. DLZ was initially tasked with



information technology projects related to system Geographical Information System (GIS), the Computerized Maintenance Management System (CMMS), and WinCAN Televising software. In 2014 DLZ was asked, along with CH2M Hill, Inc., to assist the WRC with the development of the overall asset management templates "common to all" for the implementation of the

numerous Stormwater, Asset Management, and Wastewater (SAW) Grants received by the WRC on behalf of their numerous customer communities. These templates have been rolled out to five consultants representing many of these communities.

DLZ is also currently tasked with the implementation of the Asset Management plan for the City of Walled Lake on behalf of the WRC. This project is funded through the Michigan Department of Environmental Quality (MDEQ) SAW Grant Program, and includes fieldwork involving four lift stations and review of 98,000 lineal feet of sanitary sewer that is just getting underway. Final deliverables will include a fully developed Asset Management Plan and Business Risk Analysis performed using Riva Software being purchased by the WRC for use by its customer communities.

# PROJECT TYPES AND SERVICES OFFERED WATER SUPPLY SYSTEMS

# FRANKLIN VALLEY WATER MAIN REPLACEMENT

## WEST BLOOMFIELD TOWNSHIP, MICHIGAN

- Owner | City of Midland 333 West Ellsworth Road Midland, Michigan 48640-5132
- Contact | Mr. Edwin Haapala, Director Water Utilities Department (248) 451-4785 ehaapala@wbtownship.org

Completion Date | 2016

Project Cost | \$2,448,000

As part of a continuing effort to upgrade its water distribution system West Bloomfield Township contracted with DLZ Michigan, Inc. to perform design and construction engineering services for water system improvements in the Franklin Valley subdivision located in Section 36. Developed numerous concepts for various project aspects of the project, with significant emphasis on the sanitary sewer, water main and roadway alignment. DLZ completed a topographic survey of the right-of-way and prepared plans and specifications for pre-chlorinated pipe bursting of 7,500 feet of 6-inch cast iron water main to 8-inch diameter HDPE water main, and 4,900 feet of 8-inch cast iron water main to 8-inch diameter HDPE water main. The design included new hydrants, gate valves and wells, and HDPE water services with new curb stops for each residence at the private property line. New hydrants and gate valves were placed at EGLE required distances applicable for a residential water distribution system. DLZ acquired permits for construction including an EGLE permit for water main construction, a Road Commission for Oakland County permit for work in the right-ofway, and an approved Township Soil Erosion and Sedimentation Control (SESC) plan and permit. DLZ also provided full-time

construction inspection as well as contract administration, while greatly contributing to assistance with respect to all facets of support regarding public relations during the construction and restoration phases of the project.



# MUSKEGON COUNTY CHANNEL CROSSING

# MUSKEGON COUNTY, MICHIGAN

- Owner | Muskegon County DPW 131 E. Apple Ave Muskegon, Michigan 49442
- Contact | Muskegon County DPW 131 E. Apple Ave Muskegon, Michigan 49442

Completion Date | 2021

Project Cost | \$9,600,000 (estimated)

DLZ was contracted by Muskegon County to perform design and construction engineering services to facilitate a new water crossing of the Muskegon Channel, a major shipping lane between Muskegon Lake and Lake Michigan. The project will construct approximately 3 miles of large diameter water main, constructed in three phases. Phase I, bid and awarded in January of 2020, will extend water main north from the Muskegon Water Filtration Plant to a point just south of the Muskegon Channel. The project involves multiple tasks such as water main connections to side streets, lead water service replacements to a point inside the home for all residents, as applicable, complete road reconstruction, reconfiguration of the existing cross-section, and new sidewalks and ADA ramps. Phase II will focus on crossing the channel via directional drill. Phase III is currently undergoing a route study and will complete the connection of Phases I and II to the existing watermain in Laketon Township. The majority of Phase III will be constructed in Muskegon State Park. Routes for the watermain being analyzed are possibly following the existing road or directionally drilling the watermain through forested and dune lands, a more direct route. Once all phases are complete, this water main project will provide a secondary water feed to the north side of the County, a long desired and anticipated project.

This project includes significant coordination with several entities such as: the Michigan Department of Environment, Great Lakes, & Energy (EGLE), United States Army Corps of Engineers, Michigan Department of Natural Resources, City of Muskegon, Muskegon County Road Commission, the State Historical Preservation Office, Laketon Township, and many others.





# ST. JOSEPH ENERGY CENTER WATER TREATMENT PLANT

### New Carlisle, Indiana

- Owner | St. Joseph Energy Center, LLC Power Plant Management Services, LLC 1155 Dairy Ashford, Suite 500 Houston, Texas 77079
- Contact | Mr. Jim Trotter Site Construction Manager (908) 910-2790

Completion Date | 2017

**Project Cost** | \$9,500,000

St. Joseph Energy Center retained DLZ to provide design services for a \$9.5 million water treatment plant. The new water plant was required to treat groundwater for use in the Energy Center's cooling towers for the 1,360 megawatt combined cycle power plant. The water treatment plant includes:

- 7.8 MGD (expandable to 15.6 MGD) water treatment capacity, designed for the removal of iron and manganese.
- Construction of a new 13,300 sf pre-engineered metal building to house high-service pumps, 6 pressure filters, air blower skid assemblies, electrical equipment, offices, breakroom, laboratory, control room and storage areas.
- Sodium Hypochlorite storage area and chemical feed system.
- Construction of a new above ground 500,000-gallon welded

steel water storage tank.

- Onsite lagoons for settling of backwash water prior to discharge to municipal sanitary sewer system via 6" forcemain (1,650 L.F).
- Onsite sanitary sewer lift station, and sampling station.
- 1,800 L.F. of 12-inch through 20-inch raw water piping.
- 1,000 L.F. of 8-inch through 20-inch treated water piping.
- Emergency Generator.

The project included the early procurement of greensand filters, which were turned over to the contractor upon delivery. The early arrival of the filters allowed for an accelerated construction schedule of 10-months. In addition, early procurement of the Instrumentation and Controls contractor allowed for selection of equipment and input from the I&C contractor during design.





# **PART II: COST PROPOSAL**



# SECTION I BILLABLE RATES



### POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

2021 Indefinite-Scope Indefinite-Delivery – Request for Proposal General Professional Design Services (Architecture, Engineering, Landscape Architecture)

Firm Name	DLZ Michigan, Inc.
Yearly Hourly Billing Rate Increase	4%
Mark-up for Sub-Consultants (not to exceed 5%)	5%
Mark-up for Reimbursables (not to exceed 5%)	5%

Position/Classification	Rate Ranges						
Position/Classification	Year 1	Year 2	Year 3	Year 4			
Principal / Division Manager	\$219.00	\$228.00	\$237.00	\$246.00			
Department Manager	\$186.00	\$193.00	\$201.00	\$209.00			
Senior Project Manager	\$186.00	\$193.00	\$201.00	\$209.00			
Project Manager	\$169.00	\$176.00	\$183.00	\$190.00			
Engineer VI / Architect VI	\$174.00	\$181.00	\$188.00	\$196.00			
Engineer V / Architect V	\$163.00	\$170.00	\$176.00	\$183.00			
Engineer IV / Architect IV	\$152.00	\$158.00	\$164.00	\$171.00			
Engineer III / Architect III	\$141.00	\$147.00	\$153.00	\$159.00			
Engineer II / Architect II	\$118.00	\$123.00	\$128.00	\$133.00			
Engineer I / Architect I	\$101.00	\$105.00	\$109.00	\$114.00			
Designer III	\$123.00	\$128.00	\$133.00	\$138.00			
Designer II / Intern Architect	\$101.00	\$105.00	\$109.00	\$114.00			
Designer I	\$90.00	\$94.00	\$97.00	\$101.00			
Technician	\$84.00	\$87.00	\$91.00	.00 \$94.00			
Construction Observer Manager	\$129.00	\$134.00	\$140.00	\$145.00			
Construction Observer	\$101.00	\$105.00	\$109.00	\$114.00			
Clerical	\$67.00	\$70.00	\$72.00	\$75.00			

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

\*\* Key Project Personnel



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### POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

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Desition/Classification		Rate Ranges						
Position/Classification	Year 1	Year 2	Year 3	Year 4				
Geologist	\$90.00	\$94.00	\$97.00	\$101.00				
Senior Geologist	\$141.00	\$147.00	\$153.00	\$159.00				
Environmental Scientist	\$118.00	\$123.00	\$128.00	3.00 \$133.00				
Senior Environmental Scientist	\$141.00	\$147.00	\$153.00	\$159.00				
Planner	\$118.00	\$123.00	\$128.00	\$133.00				
Senior Planner	\$163.00	\$170.00	\$176.00	\$183.00 \$153.00 \$120.00				
Surveyor, Registered	\$136.00	\$141.00	\$147.00					
Survey, Party Chief	\$107.00	\$111.00	\$116.00					
Survey, Instrument Person	\$96.00	\$100.00	\$104.00	\$108.00				

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

\*\* Key Project Personnel

**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):

- ☐ <u>Filed a Michigan single business tax return</u> 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
- X <u>Filed a Michigan income tax return</u> 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: <u>48911</u>)

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: DLZ Michigan, Inc.

Manoj Sethi

Authorized Agent Name (print or type)

Manoj Sethi Apr 29 2021 9:35 AM

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: DLZ Michigan, Inc.

Manoj Sethi

Authorized Agent Name (print or type)

Manoj Sethi Apr 29 2021 9:35 AM

Authorized Agent Signature & Date

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 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 of the Professional's Consultant services hourly billing rates, not to exceed 5%, 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 such items are provided in house by the professional.

#### 2021 HOURLY BILLING RATE

Based on 2020 Expenses

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

#### SALARIES:

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

#### OFFICE FACILITIES:

Rents and Related Expenses Utilities Cleaning and Repair

#### SUPPLIES:

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

#### SERVICES (PROFESSIONAL):

Accounting Legal Employment Fees Computer Services Research

FINANCIAL: Depreciation

#### EQUIPMENT RENTALS:

Computers Typewriter Bookkeeping Dictating Printing Furniture and Fixtures Instruments

### TRAVEL:

All Project-Related Travel\*

### MISCELLANEOUS:

Professional Organization Dues for Principals and Employees Licensing Fees

### SERVICES (NONPROFESSIONAL): Telephone and Telegram

Messenger Services

### TAXES: Franchise Taxes Occupancy Tax Unincorporated Business Tax

Property Tax Single Business Tax Income Tax

### INSURANCE:

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

#### EMPLOYEE BENEFITS:

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

#### PRINTING AND DUPLICATION:

Specifications (other than Contract Bidding Documents) Drawings (other than Contract Bidding Documents) Xerox/Reproduction Photographs

### LOSSES:

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

### DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2020

#### MICHIGAN SELECT CITIES \*

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

#### MICHIGAN IN-STATE ALL OTHER

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

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

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

#### **OUT-OF-STATE ALL OTHER**

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$95.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

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

#### **Mileage Rates**

Premium Rate Standard Rate \$0.575 per mile \$0.360 per mile

\* See Select Cities Listing

\*\* Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

### SELECT HIGH COST CITY LIST

#### TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2020

#### **Michigan Select Cities/Counties**

Counties
All of Grand Traverse, Oakland and Wayne

#### Out of State Select Cities/Counties

State	City/County	<u>State</u>	<u>City/County</u>
Arizona	Phoenix, Scottsdale, Sedona	Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford
California	Los Angeles (Los Angeles, Orange, Mendocino & Ventura Counties, and	Maryland	Counties of Montgomery & Prince Georges, Baltimore City, Ocean City
	Edwards AFB), Eureka, Arcata, Mckinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey,	Massachusetts	Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
	Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee,	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
	Yosemite National Park	Nevada	Las Vegas
		New Mexico	Santa Fe
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	New York	Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Riverhead, Ronkonkoma, Melville,
Connecticut	Bridgeport, Danbury		Suffolk County, Tarrytown, White Plains, New Rochelle
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax,	Ohio	Cincinnati
Columbia	and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and	Pennsylvania	Bucks County, Pittsburgh
	Virginia)	Rhode Island	Bristol, Jamestown/Middletown/ Newport (Newport County) Providence
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Texas	Austin, Dallas, Houston, L.B. Johnson Space Center
Georgia	Jekyll Island, Brunswick	Utah	Park City (Summit County)
Idaho	Sun Valley, Ketchum	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
Illinois	Chicago (Cook and Lake counties)	Virginia	Àlexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
Kentucky	Kenton	Wyoming	Jackson, Pinedale
Louisiana	New Orleans		

### **APPENDIX 5**

### **CERTIFICATES OF INSURANCE**

ACCORD.         CERTIFICATE OF LIABILITY INSURANCE         Name           This CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLESES         Name		Client#: 25256 DLZCORPO													
CERTIFICATE DOES NOT AFRIMATIVELY OR NEGATIVELY ANEAD, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE ON RODUCER, AND THE CONTENTS THE COVERAGE AFFORDED BY THE POLICIES BERNERSENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT IF the conflicts holder is an ADDITONAL INSURPED, provisions or be endorsed. If SUBROATION IS WAIVED, subject to the terms and conditions of the policy(es) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROATION IS WAIVED, subject to the terms and conditions of the policy(es) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROATION IS WAIVED, subject to the terms and conditions of the policy(es) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROATION IS WAIVED, subject to the terms and conditions of the policy(es) must have ADDITIONAL INSURED ADDITIONAL INSURED STATEMENT ADDITIONAL INSURED A	ACORD. CERTIFICATE OF LIABI														
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State of Michigan Department of       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE         Technology       THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN         Management & Budget       ACCORDANCE WITH THE POLICY PROVISIONS.         3111 West St. Joseph Street       AUTHORIZED REPRESENTATIVE	(56	e A	nached Descrip	uons)											
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Lansing, MI 48917			-	-	reet			AUTHORIZED REPRESENTATIVE							
			Lansing, N	II 48917				DAN. Collinge							

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### **DESCRIPTIONS (Continued from Page 1)**

liability are primary & non-contributory where required by written contract.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY -OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

04/01/2021

04/01/2022

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

#### SCHEDULE

Name Of Person(s) Or Organization(s): PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

#### ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. CA4489714 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

#### SCHEDULE

ADDITIONAL INSURED: ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

- I, SECTION II LIABILITY COVERAGE, A. Coverage, 1. Who is insured, is amended to add:
  - d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
    - (1) The coverage and/or limits of this policy, or
    - (2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or

Alithorized Representative or Countersignature (in States Where Applicable)

#### ENDORSEMENT

This endorsement, effective 12:01A.M. 04/01/2021

forms a part of

policy No. CA4489714 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

#### ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2021

forms a part of

policy No. CA4489714

issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

HORIZED REPRESENTATIVE

04/01/2021

04/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations					
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

- A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2021 forms a part of Policy No. WC015893783

Issued to DLZ CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 any one not named in the Schedule.

#### Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13 (Ed. 04/84) Countersigned by

/ospgada

Authorized Representative

# **APPENDIX 6**

# FEDERAL PROVISIONS ADDENDUM

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



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> Order 11246 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 (<u>40 USC 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "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 forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty 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 forty 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.



# **EXHIBIT 1 - BYRD ANTI-LOBBYING CERTIFICATION**

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