



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 16th 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

PARTNERS in Architecture, PLC

65 Market Street
Mt. Clemens, MI 48043

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. 0089393

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.

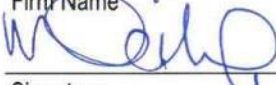
The Professional is not to provide any professional services or incur expenses until individual ISID Projects are assigned to this Contract. (See Article 2 – Compensation and the Project/Program Statement attached to this Contract.)

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:

PARTNERS IN ARCHITECTURE, PLLC
Firm Name
 MICHAELA HASKINS
Signature
PRINCIPAL & CO. MANAGER
Title

VPIA0207
SIGMA Vendor Number
4-21-2021
Date

FOR THE STATE OF MICHIGAN:


Director, Department of Technology, Management and Budget

4/22/2021
Date

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- 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.

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FOR THE PROFESSIONAL:

Firm Name

SIGMA Vendor Number

Signature

Date

Title

FOR THE STATE OF MICHIGAN:

Director, Department of Technology, Management and Budget

Date

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

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

Should litigation occur 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 Construction Contract.

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

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

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

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

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

Task 502

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

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

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

Task 503

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

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

Task 504

STRUCTURAL: Prepare and render complete structural final design documents.

- Task 505 MECHANICAL/HVAC/PLUMBING/UTILITIES: Prepare and render complete mechanical, plumbing, and utility system final design documents.
- Task 506 ELECTRICAL: Prepare and render complete electrical system final design documents.
- Task 507 ARCHITECTURAL/ENGINEERING: Prepare and render complete architectural and/or engineering final design documents. Assist the Department in the determination of and specification of furnishings, colors, and finish selections. Provide material finish and color board for final acceptance as required for the defined Project.
- Task 508 DRAFTING: Prepare complete final design architectural and/or engineering drawings for Bidding Documents on sheet size approved by Project Director using applicable State of Michigan standards as defined in the "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies and Professional Services Contractors." The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.
- The Project Bidding Documents derived from the Final Design drawings shall be made available and converted if necessary, to the AutoCAD computer drafting system. Bidding Documents shall be provided electronically in pdf format to the Department for advertisement by the Department.
- Provide one electronic copy of signed and sealed documents in addition to paper review and approval sets of the Contract Documents. The signed and sealed print sets are the controlling Contract Documents for this Project. The software name and release number used to produce the Design Contract drawings will be clearly identified on the electronic media.
- Task 509 CHECKING CONTRACT DOCUMENTS: Check and coordinate all proposed Bidding and Contract Documents for completeness and accuracy. Prepare Bidding and Contract Documents that will protect the Department from unexpected construction cost increases, schedule delays or claims for reason of defective or incomplete rendering of the Professional's design, or for any delinquency by the Professional for performance of the professional design services under this Contract. Check the adequacy of all spaces and clearances.
- Cross-check and coordinate the requirements of all proposed final design drawings between the architectural and/or engineering design disciplines for completeness, accuracy, and consistency, and conflict avoidance. Similarly, cross-check and coordinate all proposed final design drawings against the Project specifications. Mark each drawing with the name of the checker and with the written signature approval of the appropriate Professional "Key Principal Personnel/Employee."
- Task 510 CONSTRUCTION CODES AND PERMITS: The Professional's Contract Documents shall comply with the State of Michigan Construction Code, 1972 PA 230, as amended, the State of Michigan Energy Code, the Americans with Disabilities Act (ADA) Accessibility Guide requirements, the State of Michigan Barrier-Free Access Code requirements, and all Project related construction code requirements in effect at the time of award of this Contract. Assist the Department in obtaining approval of the Project and its design by appropriate governmental regulating and/or code enforcement authorities.
- Project Bidding Documents may not be advertised until plan review approval is obtained.
- Except as otherwise provided for in this Contract, code compliance and plan review approval(s) shall be performed by the, the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Plan Review Division, and the Bureau of Fire Services. Code compliance and plan review approval fees shall be paid by the Professional as a reimbursable expense, unless otherwise provided for. Submit all modeling, testing, design data, and appropriate drawings and applications for all permits, tests, and approvals, which the Department is required to secure as a prerequisite authorization for the Project's approval. Submit Soil Erosion and Sedimentation Control plans/drawings to the Department's Soil Erosion and Sedimentation Control Program as the enforcing authority for this Project, no later than at the 90 percent final design stage.
- Provide energy efficient design features and summary calculations to demonstrate Project compliance with the State of Michigan Sustainability requirements.

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

Incorporate all required modifications into the Bidding Documents. Follow through to ensure issuance of the construction codes and permits approvals. Secure all required design approvals before submitting the final design documents to the Project Team for the final design document review of Task 515.

Any approval secured in initial plan review and permitting does not relieve the Professional from complying with code official's construction field inspections enforcement requirements.

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

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

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

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

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

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

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

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

Task 516

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

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

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

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

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

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

Task 517

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

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

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

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

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

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

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

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

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

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

The Professional shall provide all required construction administration services and timely professional and administrative initiatives as the circumstances of the Project construction may require 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 Contract Documents/architectural and/or engineering drawings and specifications requirements.

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

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

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

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

Task 607 PUNCH LIST PROCEDURES: Prepare and distribute Punch Lists for each Construction Contract. Prescribe a reasonable time schedule for completion of all construction Punch List items and identify an additional amount to be withheld from payment should standard closeout schedule of values be deemed insufficient to assure the Department sufficient funds to cover all costs as may become necessary to complete the remaining delinquent work. Distribute Punch Lists within five (5) business days of the final Inspection. Notify the Construction Contractor of any delinquent Punch List construction corrections and take appropriate action in accordance with Tasks 604 and 606.

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

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

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

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

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

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

PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

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

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

- Task 701 COORDINATION: Coordinate the Professional's staff, Consultant firm's staff, Construction Contractors, and all other Project related resources.

- Task 702 PRECONSTRUCTION MEETING: Preside at and record preconstruction/organizational meetings for each Construction Contract. Issue meeting minutes and the completed "DTMB 0460, Project Procedures" documents package.

- Task 703 CONSTRUCTION INSPECTIONS: The Professional and their Consultants shall conduct and record the principal events and status of the work of all scheduled and other on-site Project activities. The construction field Inspections shall occur as the field conditions and the Project may require and during the regularly scheduled progress and payment meetings.

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

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

Task 704 **PROBLEM SOLVING MEETINGS:** Conduct and record problem solving meetings between the Professional and the Professional's Consultants, the Construction Contractor(s), their Subcontractors, the Department, the Project Director and the Department Field Representative, and any construction managers and other affected parties on-site or elsewhere to assess the construction work progress and provide design interpretation decisions to resolve problems affecting the construction work. These problem- solving meetings shall be scheduled as the construction field conditions and the Project may require, and/or shall be at such time as the Construction Contractor(s), the Professional, the Department, the Project Director, the Department Field Representative and any construction manager agree is appropriate to the Project construction work progress. Non-scheduled or emergency meetings shall be held at such time as necessary to maintain the schedule of various work items and to avoid delays in the Construction Contract completion date.

Task 705 **PROGRESS MEETINGS:** Conduct and record scheduled Project construction progress meetings (twice a month) with the Project Director, the Department Field Representative, the State/Client Agency, the Construction Contractor(s), and any construction manager. Assess Project construction work progress and provide timely, administrative actions as necessary to maintain the Project construction work on schedule and respond to and resolve all design related and construction items affecting the Project construction cost and be 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 non-salaried professional, technical, and non-technical support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the amount authorized for that Phase, unless authorized in writing by the Department's approved Contract Change Order.

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

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

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

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

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

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

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

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

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

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

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

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

2.3 RANGE OF EMPLOYEE HOURLY BILLING RATES: The Professional shall identify the service being provided and include the Professional's or Consultant's employee(s) full names and position classifications for the Project and their current hourly billing rates at the beginning and at the anticipated end of the Project. This hourly billing rate range shall reflect any anticipated pay increases over the life of the Contract. The range of hourly billing rates for any employee position or classification may not be changed without an approved Contract Modification.

2.4 DIRECT COST REIMBURSEMENT ITEMS: The Professional's Consultant services, and authorized reimbursable expenses shall be treated as an authorized reimbursable expense item at a direct cost times the firm's mark-up percentage amount approved by the Department, not to exceed 5%. Reimbursement of authorized expense items at direct cost times the firm's mark-up percentage amount is intended only to compensate the Professional for their direct costs.

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

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

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

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

ARTICLE III PAYMENTS

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

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

This includes, but is not limited to:

- 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 <http://www.michigan.gov/SIGMAVSS> to receive electronic funds transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy 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 <http://www.ambest.com>.

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

Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$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	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Professional must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	
Environmental and Pollution Liability (Errors and Omissions) ***	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Professional must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured.

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

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 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 Various	ACCOUNTING TEMPLATE Various	PROPOSAL DUE DATE 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 Tim Hall		TELEPHONE NUMBER 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 sigma-procurement-helpdesk@michigan.gov
- 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 MIOASHA), 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: ALL PROPOSERS	DATE ISSUED 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 Tim Hall	PROPOSAL DUE DATE: 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: ALL PROPOSERS	DATE ISSUED March 5, 2021
PROJECT NAME 2021 Indefinite Scope Indefinite Delivery Request for Proposal for General Professional Design Services (Architectural Engineering, Landscape Architecture)	FILE NUMBER
PROJECT DIRECTOR Tim Hall	PROPOSAL DUE DATE: 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

DATE: March 5, 2021

APPENDIX 2

PROFESSIONAL'S PROPOSAL

Request for Proposal

Professional Services for:

DTMB

2021 Indefinite-Scope Indefinite-Delivery

General Professional Design Services

Architecture, Engineering, Landscape

Various Locations, Michigan

State of Michigan

DEPARTMENT OF TECHNOLOGY

MANAGEMENT AND BUDGET

Department of Technology, Management and Budget

State Facilities Administration

Design and Construction Division

ATTN: ANNE WATROS

3111 West St. Joseph Street

Lansing, Michigan 48917



PARTNERS in Architecture, PLC

March 11, 2021

2021 INDEFINITE-SERVICE INDEFINITE-DELIVERY – REQUEST FOR PROPOSAL
GENERAL PROFESSIONAL DESIGN SERVICES (ARCHITECTURE, ENGINEERING, LANDSCAPE ARCHITECTURE)

Department of Technology, Management and Budget



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SECTION II PART I – TECHNICAL PROPOSAL

Tab #1	II-1. Understanding of Project and Tasks
Tab #2	II-2. Personnel
Tab #3	II-3. Management Summary, Work Plan, and Schedule
Tab #4	II-4. Questionnaire

SECTION III PART II – COST PROPOSAL

Tab #5	III-2. Identification of Personnel and Estimated Compensation Form III-2A
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Signature and Certification of Authorized Official Completing RFP.

I certify that the information contained in this herein is true and complete to the best of my knowledge.

Dated: March 11, 2021

Firm Name: PARNTERS in Architecture, PLC
Address: 65 Market Street
Mount Clemens, MI 48043
Phone: 586.469.3600
Email: mmalone@partnersinarch.com



Signed:

Michael A. Malone, AIA - Principal



We acknowledge receipt of Addendum No. 1, dated 2/2/21 and Addendum No. 2, dated 3/5/21.

II-1. UNDERSTANDING OF PROJECT AND TASKS



II-1 UNDERSTANDING OF PROJECT AND TASKS

PARTNERS in Architecture, PLC understands that the State of Michigan, Department of Technology, Management and Budget is looking to obtain a roster of multiple professional services firms prequalified to perform ISID contracts for general professional design services (architecture, engineering, landscape architecture) as State facilities require minor and/or routine improvements. Anticipated project types may include building alterations, additions, various facility upgrades, and special maintenance projects that may require, but not be limited to, the following phases of professional service:

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

The PARTNER Team has provided full Architectural and Engineering services through all of the above (7) phases to the DTMB participating in multiple projects over the last ten years and have held an ISID contract with the DTMB for the past three ISID contracting periods. We are currently working with the DTMB on several projects with the following State Agencies: Michigan State Police, Department of Corrections and the Department of Natural Resources. We have recently completed the new Maybury and Interlochen State Park Headquarters projects. We are quite familiar with the DTMB design and construction process and look to continue offering our services through the ISID format.

Through these successful experiences, we have developed a clear understanding of the procedures and expectations of the DTMB and the process of fulfilling the Administrative, Design, Technical services, and the Construction Inspection requirements of State Projects. Additionally, through this experience, the PARTNER Team understands and works within the DTMB, State Client Agency, and PSC relationship arrangement to maximize efficiency, communications and successful project delivery.

Our firm philosophy and approach is to provide unwavering service and to be there when needed. With this founding principal we have geared our staff to be flexible and responsive, and with ISID contracts the ability to react timely and completely with a proposal and engage in the project is sometimes as important as the project. At the end of the day we will provide DTMB; Design Excellence, Technical Precision, and Professional Service.

PARTNERS understands that project assignments will be located statewide, in both developed and undeveloped areas and welcomes and accepts performance responsibilities for all regions across the State.

It is understood that an ISID contract holder may be contacted by a DTMB Design and Construction Division (DCD) Project Director to provide specific proposals of services and fees for a variety of project types and scope sizes within the contract term period. **PARTNERS** understands that these proposals will be informal and require simpler preparation than the traditional RFP process and specific to a potential assignment. It is likely that the assignment response proposal will call for the completion of form DTMB-0410, and possibly an anticipated project schedule as with our recent ISID experience. We also recognize that more than one prequalified professional services provider may be invited to submit competitive proposals.

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PARTNERS is responsible for *all professional services* provided as part of this proposal – even those provided by consulting professionals outside of our corporate organization. We will serve as the sole point of contact and manage the entire effort from the project's inception to its completion. Both firm Principals are Licensed Architects, registered in the State of Michigan and are thus in compliance with the Occupational Code (PA 299 of 1980).

Governmental Design Expertise:

PARTNERS feels strongly that public architecture and governmental facilities are required to provide true value and functionality to their user groups and the constituents they serve. We have, in fact, dedicated our careers and organized our practice around this market sector with more than 95% of our work in the public realm serving government and institutional clientele. With this real focus the team is prepared for the unique requirements of government facility design, bidding, and construction requirements and protocols. We understand that public projects require special vision and careful stewardship of public monies.

We incorporate a value analysis program into the design of all our facilities that respond to capital outlay and long-term operating and maintenance procedures. As a part of that process, we place a great deal of emphasis on achieving realistic and cost-effective, *sustainable* design solutions. Whether we are focusing on the preservation, maintenance or alteration of a facility, or beginning from the ground up, we look to provide practical, cost-effective solutions that are environmentally sensitive, integrate harmoniously with the innate features of the existing conditions, consume less energy, accentuate natural daylight, and utilize materials that are derived from sustainable sources. As a result, our designs deliver lasting value, are easy to maintain and maximize available budgets.

As you become acquainted with the **PARTNERS'** portfolio, and with us, you will begin to appreciate the experience, expertise, and *PARTNERShip* we have to offer. We are competent, eager and prepared to consult with administrators and stakeholders regarding the facility issues of any given project.

PARTNERS in Architecture, PLC and their key personnel have provided full service architectural and engineering services to varying governmental agencies throughout Michigan. With this experience we have served many governmental clients in an ISID capacity, and as such we have spanned the spectrum of small short fused projects, messy existing renovations, sensitive preservation projects to new ground-up facilities, and all within the client's challenging schedule and budgetary requirements.

Overview of Public Sector Experience

A brief listing of our recent Governmental and Institutional project experience is listed below. The services that were provided are abbreviated in the right column and are as follows: Programming (PG), Schematic Design (SD), Design Development (DD), Construction Documentation (CD) and Construction Inspection (CI).

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Governmental Clients	Scope of Work	Services Provided (PG, SD, DD, CD, CI)
State of Michigan – DTMB (Completed Projects)	New Michigan State Police Emergency Operations Center; Michigan State Police Headquarters Relocation, Maybury State Park Headquarters / Maintenance Shop, Interlochen State Park Headquarters / Maintenance Shop, Woodland Correctional Facility – Bubble Gate Replacement, Saginaw Correctional Facility – Door Replacements & Masonry Repairs, Macomb Correctional Facility – Sliding Security Doors Replacement, DTMB Records Building Roof Replacement, Women’s Huron Valley Correctional Facility ADA Improvements; Multiple Renovations and Additions to the Flint, Saginaw, Midland, Port Huron & Washtenaw Armories; Renovations to the Selfridge Aircraft Maintenance Facilities (1416 & 1492); New Building for the Macomb / St. Clair Correctional Facility.	PG, SD, DD, CD, CI
State of Michigan – DTMB (Projects in Design or Construction)	Chippewa Correctional Facility – Sliding Security Doors Replacement, Baraga Correctional Facility – Sliding Security Doors Replacement, Muskegon Correctional Facility – Security Gate and Controls.	PG, SD, DD, CD, CI
County of Macomb	New County Operations Center (including emergency management, traffic operations, sheriff’s dispatch & IT Data center); New 42-2 District Court, New County Parking Structure, County Office Building Renovations, Old Parking Structure Demolition.	PG, SD, DD, CD, CI
Oakland County	Existing facility structure evaluation & feasibility study.	PG, SD
Village of Beverly Hills	Village Hall Renovation	PG, SD, DD, CD, CI
City of Eastpointe	<i>Indefinite Scope, Indefinite Quantity Contract</i> for multiple projects throughout the City, including: City-wide facility assessment; New City Hall, Police Station / Court Renovations, Community Center Renovations, Senior Center Renovations, Library Renovations, DPW Building Renovations, Water Board Building Renovations, DDA Wayfinding Signage (City Wide), and various asset preservation projects.	PG, SD, DD, CD, CI
City of Hamtramck	Existing facility assessment & accessibility study for grant qualification.	PG
City of Keego Harbor	New City Hall & Police building; New DPW building.	PG, SD, DD, CD, CI
City of Livonia	Renovations to (5) fire stations & library; Roofing replacements, Fire Station #5 Building Addition.	PG, SD, DD, CD, CI
City of Mount Clemens	Existing facility assessment of City Hall & Fire Station & Concept for new.	PG, SD
City of New Baltimore	Department of Public Services Building Addition and Renovation; Fire Department water safety building.	PG, SD, DD, CD
City of Rochester Hills	City wide ADA accessibility assessment & training program.	PG

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City of Warren	New Busch Library, New Civic Center South (Burnette Library, Police and Mini City Hall), Police Station 911 Dispatch Center Upgrades.	PG, SD, DD, CD, CI
City of Royal Oak	New Police Station	PG, SD, DD, CD, CI
Clay Township	New community park including splash pad, park buildings and other amenities.	PG, SD, DD, CD, CI
Clinton Township	Senior Center Addition and Renovations	PG, SD, DD, CD, CI
Lenox / Richmond Township	Addition and Renovation to the Richmond / Lenox Ambulance Authority Facility.	PG, SD, DD, CD, CI
Shelby Township	Energy Improvements to Township Hall & Police Building.	PG, SD, DD, CD, CI
City of Rochester	Fire Station Addition / Renovation	PG, SD, DD, CD, CI
Village of Blissfield	New Village Hall / Police Station.	PG, SD, DD, CD, CI
GSA	<u>Indefinite Scope, Indefinite Quantity Contract</u> for multiple projects, including: Senate Office Suite Renovation, Sanitary Piping Failure Investigation / Replacement (McNamara Bldg), Levin Courthouse Elevator Replacements, Homeland Security Generator Replacement, Rosa Parks Sally Port Building Addition (Immigration and Customs Enforcement), Forensic Analysis of Building Envelope (McNamara Bldg), Roofing / Energy Assessment – IRS Building Saginaw, Fire Sprinkler Upgrades (McNamara Bldg), GSA Office Renovations (McNamara Bldg), Fire Damper Upgrades (McNamara Bldg)	PG, SD, DD, CD, CI
Green Oak Township	New Police Station, Fire Station Addition / Renovation, New Community Center.	PG, SD, DD, CD, CI
City of Romulus	New District Court Building	PG, SD, DD, CD, CI
City of Grosse Pointe	\$12 million in projects including: New Public Safety complex, DPW and District Court.	PG, SD, DD, CD, CI
Canton Township	New Fire Station #2; Analysis and planning for expansion of Public Safety Building	PG, SD, DD, CD, CI
Highland Township	(2) New Fire Stations.	PG, SD, DD, CD, CI
Brighton Area Fire Authority	Fire Station #34 – Addition and Renovation; New Fire Station #33	PG, SD, DD, CD, CI
City of St. Clair Shores	Senior Center Addition and Renovation	PG, SD, DD, CD, CI
Commerce Township	Richardson Senior Center Addition and Renovation	PG, SD, DD, CD, CI

Institutional Clients	Scope of Work	Services Provided (PG, SD, DD, CD, CI)
Center Line Public Schools	High School Addition / Renovation, Middle School Addition / Renovation, Crothers Elementary School Addition / Renovation, District-wide facility assessment & master planning, Currently we are implementing \$50 million in facility improvements, new buildings, additions and renovations.	PG, SD, DD, CD, CI

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Fitzgerald Public Schools	<u>Indefinite Scope, Indefinite Quantity Contract</u> involving multiple projects of varying size and complexity including interior renovations, building additions, new facilities, mechanical & electrical infrastructure upgrades, asset preservation, etc. PARTNERS has been involved with over \$70 million in facilities improvements for this district.	PG, SD, DD, CD, CI
Hamtramck Public Schools	<u>Indefinite Scope, Indefinite Quantity Contract</u> involving multiple projects including: Elementary School Renovations; District-wide facility assessment; High School electrical upgrades, Kosciuszko MS Addition / Renovation, Multiple Roofing Replacements. We are currently in the early planning stages of approximately \$15 million in facility improvements.	PG, SD, DD, CD, CI
Lakeview Public Schools	Analysis, design and implementation of over \$20 million of facility improvements throughout the District to date. We are also currently working on design and implementation of a \$50 million bond program.	PG, SD, DD, CD, CI
Madison District Schools	District-wide facility assessment & master planning. Madison Elementary School Addition and Renovation.	PG, SD, DD, CD, CI
Mount Clemens Schools	New District owned Community Center; various facility improvements and upgrades.	PG, SD, DD, CD, CI
Van Dyke Public Schools	Analysis, design and implementation of over \$62 million of facility improvements throughout the District; various facility improvements and upgrades.	PG, SD, DD, CD, CI
Warren Consolidated Schools	Analysis, design and implementation of over \$40 million of facility improvements throughout the District.	PG, SD, DD, CD, CI
Crestwood Schools	Analysis, design and implementation of over \$20 million of facility improvements throughout the District.	PG, SD, DD, CD, CI
South Lake Schools	Analysis design and implementation of over \$25 million of facility improvements throughout the District.	PG, SD, DD, CD, CI
Roseville Public Schools	Analysis design and implementation of over \$20 million of facility improvements throughout the District.	PG, SD, DD, CD, CI

As with the project examples above, **PARTNERS** devises a project approach designed to meet the unique needs of each commission we undertake, whether it is a small energy improvement program, ADA restroom renovation, vehicle service facility upgrades or a or new building. The phases of work are scheduled appropriately for each project size and type and ALL stakeholders and team contributors gain a clear understanding of project goals, timelines, dependencies, and expectations. Specific methodologies and outcomes of all phases of professional services including programming, schematic design, design development, construction documentation, and construction administration can be found in section II-3 of the proposal response.

The PARTNER Team and all key members have successfully provided services to DTMB and various State Client Agencies over the last 13 years or more. This experience has included down and dirty existing conditions of small renovations / modifications, mechanical infrastructure focused projects, site design and engineering, building additions and new ground-up

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facilities. This variety of project experience with DTMB has provided insight and knowledge of the State process and relationships of working with DTMB, Client agencies and the PSC team.

The above DTMB experience and numerous other ISID contracts we serve with Municipal and other Institutional clients has prepared the PARTNER team to continue to excel in delivering outstanding on-call service. The internal value we place on accountability, integrity, and service, transcends from our office culture to our consulting staff to the relationships and projects we deliver to our clients.

The PARTNER studio as a medium sized firm has an extremely high percentage of Michigan licensed Architects with a total firm size of twenty-eight – ten of whom are licensed; averaging over 25 years of experience per member. This depth of experience allows PARTNERS to offer seasoned and experienced personnel to every project at a moment's notice. This ability is a strength built into our team particularly for the ISID project approach and the client service accountability that has become the hallmark of the PARTER Team. This factor as well as our overall governmental and Institutional project experience and the ongoing successful work we have with DTMB makes PARTNERS best suited to be considered for a DTMB ISID Contract award.

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REFERENCES:

We encourage you to speak to the clients we have served. Please contact the following individuals for a clear understanding of the **true partnership** that we offer.

State of Michigan – DTMB – Lansing, MI

Client Contacts:

David Sproul, Project Director
(517) 284.7917

Jan Miller, Project Director
(517) 284.7969

County of Macomb – Mount Clemens, Michigan

Client Contacts:

Mark Deldin, Deputy County Executive
(586) 469.7001

Vicki Wolber, Deputy County Executive
(586) 493.4987

City of Warren – Warren, MI

Client Contacts:

Oksana Urban, Library Director
(586) 574.4564

Tom Bommarito, Director of Economic Development
(586) 574.4519

Canton Township - Canton, MI

Client Contacts:

Chris Stoecklein, Deputy Director of Public Safety
(734) 394.5455

Brad Sharpe, Facility Services Manager
(734) 394.5363

Fitzgerald Public Schools – Warren, Michigan

Client Contacts:

Kimberly Pawlukiewicz, Superintendent
(586) 757.1750

Bill Rudd, Director of Operations
(586) 758.5502

Center Line Public Schools – Center Line, Michigan

Client Contacts:

Joseph Haynes, Superintendent
(586) 510.2001

Craig Anderson, Director of Facilities
(586) 510.2090

II-2. PERSONNEL

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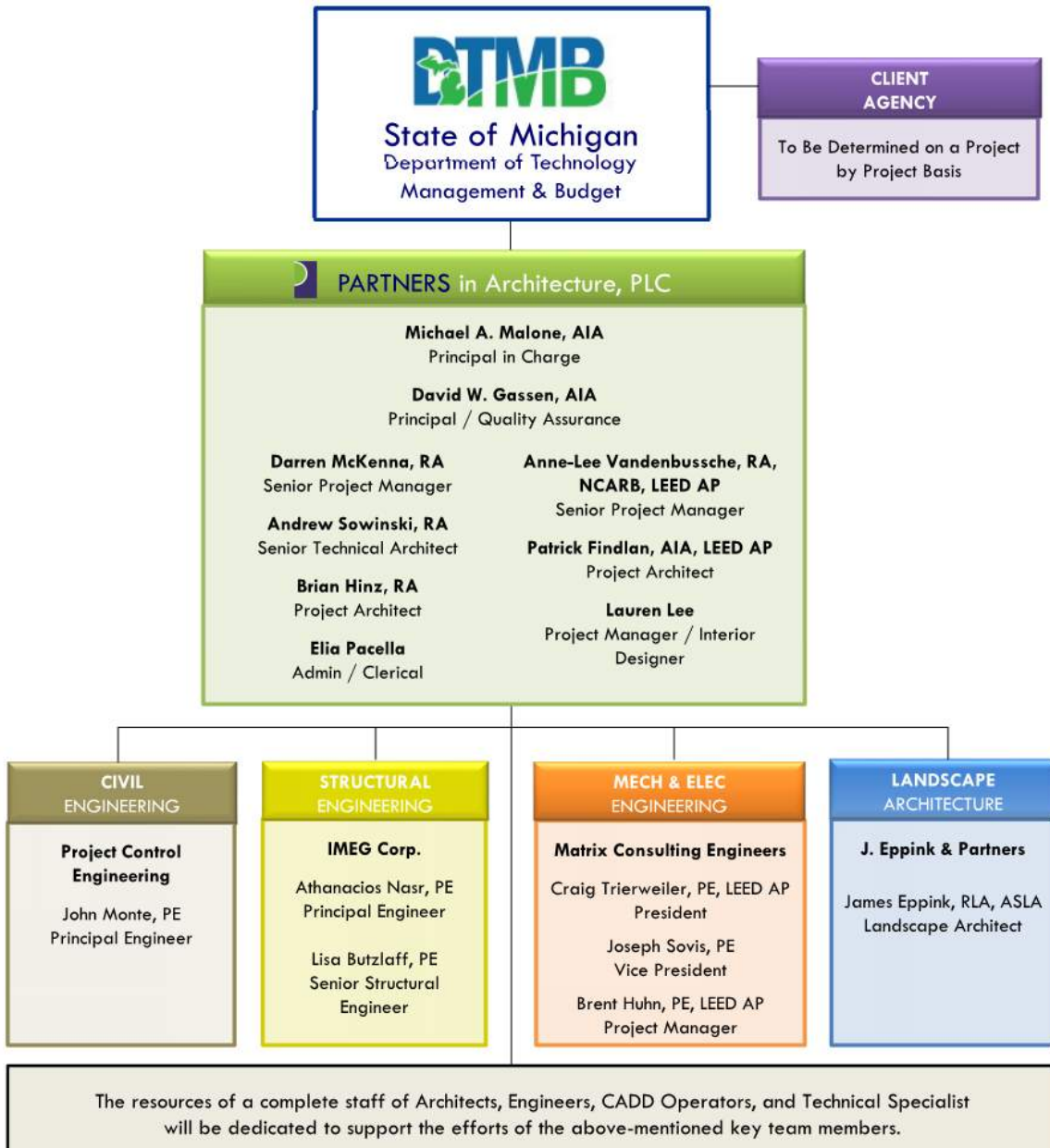
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II-2 PERSONNEL

The proposed **PARTNERS Team** is comprised of a diverse group of **professionals** specializing in the visioning, planning and design of 21st century public facilities. Our specialists include: dedicated, focused and involved firm principals; registered architects, project managers and designers; licensed professional engineers and LEED accredited professionals. All of our proposed team members are committed to delivering innovative, functional, safe and cost effective facility solutions.

The proposed key **PARTNERS Team Members** are summarized in the organizational chart below. Key team member qualifications and resumes can be found on the following pages.



To the best of our knowledge, PARTNERS in Architecture, PLC affirms that the named team members will fulfill the assigned roles for the duration of contract.

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NAME	PROJECT ROLE
Michael A. Malone, AIA	Principal in Charge



Michael will serve as the Principal in Charge for the ISID projects. Michael will be personally accountable to the State of Michigan DTMB and corresponding State Agency for the full performance of our team with the project assignment of programming, design, and collaboration facilitator. He provides organization, leadership and a positive environment for project successes, project team leadership, design oversight, schedule and budget management.

Michael earned his Bachelor of Architecture degree with *Distinction* from Lawrence Technological University in 1996 and is a registered Architect in the States of Michigan, Indiana, Minnesota, Ohio, Pennsylvania, Arizona, Georgia, New Jersey, Virginia and Texas.

During the past twenty-eight years, he has assumed responsibilities of increasing complexity and size - all the while, earning a reputation for thoroughness and responsiveness. His portfolio of work and the quality of his client relationships distinguish his performance. Mike's priorities include professional growth and industry interaction, with participation in the Detroit Chapter of the American Institute of Architects and the AIA Detroit Building Codes and Regulations Committee for six years, two of them as vice chairperson. He is an active member in the Association for Learning Environments (A4LE). Michael is also a member of the Selfridge Base Community Council, International Code Council (ICC) and the Associated General Contractors of America (AGC).

NAME	PROJECT ROLE
David W. Gassen, AIA	Principal / Quality Assurance



David will be involved in the project from inception through completion with his primary role of Quality Assurance and documentation oversight. David will be responsible for leading the entire team's efforts in ensuring that all Firm and State of Michigan quality assurance methodologies and standards are followed throughout each project phase. He will ensure that established Quality Control Practices are strictly adhered to and that the design documents are thorough, complete and coincide with the defined needs and project goals. He will also integrate all Building Code requirements into the documents, as well as, meet with Local Building Code Officials during the design process so as to avoid costly oversights during later project phases.

David has over 35 years of professional experience with planning and architectural firms throughout the United States and he has a diverse background in project management and technical services. David's background also involves both new and renovation projects, on both large and small scale commissions. His communication skills and dedication, technical precision, and attention to detail, have allowed him to demonstrate particular expertise in the areas of project team direction, project design, documentation management, consultant coordination, conflict resolution & construction oversight.

David received his Bachelor of Architecture degree from the University of Louisiana and is a registered Architect in Michigan and New York. David is an active member of the American Institute of Architects, Michigan Architectural Foundation, Michigan

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Association of Planning, has served on Detroit’s Chapter of AIA Building Codes and Regulations as committee member. David’s community involvement includes 20 years on the City of Rochester Planning Commission and currently serves as Chairman. He is also serving on the City of Mount Clemens Downtown Development Authority, and has previously served on Rochester’s Downtown Development Authority’s Site Committee, and the Evangelical Homes of Michigan- Macomb Advisory Board. He volunteers for Habitat for Humanity, and is currently serving Oakland County Tri-City Sustainability Plan Workgroup as member for Green Buildings, Waste, and Energy.

NAME	PROJECT ROLE
Darren McKenna, RA	Senior Project Manager



Darren has successfully and effectively managed team resources for major projects in a team format. Darren has recently filled the role as Project Manager on the Michigan State Police Emergency Operations Center, Michigan State Police Headquarters Relocation as well as the Maybury and Interlochen State Park Headquarters projects.

Darren has demonstrated strong leadership and organizational skills as evidenced by the successful efforts of his teams and project outcomes in regard to innovation, schedule, budget adherence and overall program satisfaction. Darren earned a Master of Architecture with Distinction from Lawrence Technological University and has been collaborating with teams and clients to achieve great projects ever since. Darren has over 20 years of professional experience and is a registered Architect in the State of Michigan. During his career he has tackled many different project types and has a concentration in public architecture and institutional facilities. Darren continues his professional growth as a founding and current member of the **Building Enclosure Council of Southeast Michigan** and strives to incorporate sound, energy efficient concepts into each project. He has also been involved in various sustainable projects that have achieved LEED status.

NAME	PROJECT ROLE
Anne-Lee Vandebussche, RA, NCARB, LEED GA, CFP	Senior Project Manager



Anne has earned architectural degrees from Lawrence Technological University and is an NCARB certified registered architect. She has 35 years of professional experience in the construction industry managing project work for institutional, higher education, and historic preservation clients throughout Michigan.

As Project Manager, Anne is responsible to the owner and full team for complete and effective communication for the A/E design efforts from project inception to beyond project close-out and occupancy. Anne provides hands on, proactive leadership to assure project teams are effective in aligning project scope with budget and schedule throughout project development, with the goal of delivering design solutions that exceed our client expectations. She is effective in planning and managing all aspects of team communication, understands permitting requirements with government agencies, and has experience coordinating work with local utility providers. Much of Anne’s career has been working with institutional clients, so she is sensitive to the unique issues associated with phased construction

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and working in and around occupied facilities, and works to assure safety is a priority. Anne has managed multiple award-winning projects, and is proud to have delivered projects recognized by LEED with both silver and gold certifications.

NAME	TITLE / PROJECT ROLE
Andy Sowinski, RA	Senior Technical Architect



As Senior Technical Architect, Andy will be responsible to oversee the technical documentation and technical direction of the DTMB projects. He will perform building code / life safety code analyses, outline documentation standards and organize and define the overall technical drawings and project specifications. Andy’s experience includes working with municipal, and other institutional and government clients throughout Michigan including serving as Project Manager and Architect for five (5) DTMB and DVMA facility addition / modification projects, DTMB Records Building roofing and was the technical architect for the Michigan State Police Emergency Operations Center. His exceptional project coordination and follow through has earned him a reputation for thoroughness and accountability. Andy understands that the partnership created between the client, design and construction team is vital to a fully

collaborative and successful project. At the same time, Andy views the role of *architect as a steward of the project priorities* including budget, schedule, standards and quality.

Andrew received his Bachelor of Architecture degree from Lawrence Technological University in 1990, graduating with honors. He earned undergraduate degrees from Lawrence Institute of Technology and Associates of Applied Sciences in Architecture with a Civil Construction Specialty from Macomb Community College. During his 30+ year career in the architectural field, project responsibilities and roles have ranged from Staff Architect to Project Manager for a variety of Building complexities and sizes for both renovations and new building projects. Andrew provides the highest level of commitment, responsiveness, and service to each client’s project.

NAME	TITLE / PROJECT ROLE
Brian Hinz, RA	Project Architect



As Project Architect, Brian will be responsible for performing day to day operations of in-house and overall team documentation. He will manage coordination between consultants. Brian is also responsible for producing presentable reproductions of research, programming, data sheets, conceptual design documents in all forms of illustrations and 3d graphics, preparation of all project correspondence including meeting agendas and minute reports. Brian has extensive experience working with the local and state’s plan review bureaus, and will ensure timely submittals and responses to keep the project on schedule.

Brian earned his Masters of Architecture degree from the University of Detroit Mercy and is registered Architect in the State of Michigan. He recently served as Vice President of the University of Detroit Mercy - School of Architecture Alumni Council for two consecutive years. During the past 8 years, Brian has performed in many complex roles

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in projects varying in all degrees of development, complexity, and sizes. He has produced strong working relationships with his clients, consultants and co-workers. Brian has an incredible positive attitude and fosters a team environment that produces success while bringing out the best in all of those around him.

NAME	PROJECT ROLE
Patrick Findlan, AIA, LEED AP	Project Architect



As Project Architect, Patrick will be responsible for the development of the technical aspects of the design, outlining documentation standards as well as creating the technical drawings and details necessary for the project. Patrick has a diverse experience of working with municipal, and other institutional and government clients throughout Michigan. Patrick has recently worked closely with the DTMB and the Michigan Department of Corrections on various projects throughout Michigan.

Patrick is a registered Architect in the State of Michigan and he received a Bachelor’s of architecture Degree from the University of Detroit. Patrick is also an NCARB record holder, a member of the American Institute of Architects and is a LEED Accredited professional.

NAME	PROJECT ROLE
Lauren Lee	Project Manager / Interior Designer



Lauren earned a Master of Architecture from Lawrence Technological University and since has been collaborating with teams to achieve great projects. She has 10 years of professional experience managing client relationships, expertise in interior design, and a keen sense for finish materials. Throughout her career responsibilities and roles have ranged from design and construction administration to design build. She has tackled many different project types and has a concentration in public architecture and institutional facilities. Lauren continues her professional growth striving to become a licensed architect, and is a dedicated designer who is committed to producing strong partnerships with clients to assure project success.



CONSULTANTS:

PARTNERS in Architecture, regularly utilizes the expertise of specialized engineering consultants and have developed strong working relationships which benefit our clients and project outcomes. **PARTNERS** has successfully utilized the services of the consulting engineers listed below on several projects and have chosen them for this contract, based on their expertise, availability and overall past project success. We also have the ability to contract with other specialty consultants as future project needs may require.

Structural Engineering

IMEG Corp.

6765 Daly Road
West Bloomfield, MI 48322



Jay Desai, P.E., S.E., SECB, Principal-in-Charge

IMEG is one of the Detroit area's largest structural engineering firms offering comprehensive structural engineering services including condition assessments, building code investigations, foundation systems, vibration analysis, special structural investigations, value engineering, structural analysis and design, failure investigations, equipment foundations, finite element analysis, shoring and bracing design, fabrication and erection studies, glass and glazing design, forensic engineering and expert witness testimony.

IMEG's service and design philosophy is to utilize leading edge technology to develop the optimal design solutions for each project. They strive to provide innovative and cost-effective solutions for exceptional designs. The principals of the firm stay involved in each project from inception to completion to assure product quality through leadership, technical expertise, consciousness for budget and schedule and coordination with other disciplines.

IMEG applies Building Information Modeling (BIM) to optimize design, increase coordination between design disciplines, increase contractor understanding of design requirements and reduce costly field modifications due to unforeseen conflicts between design disciplines requirements.

Landscape Architecture

J. Eppink Partners, Inc.

39 S. Main Street
Clarkston, MI



J Eppink Partners (JEP) is a locally based, but nationally recognized Landscape Architecture and Urban Design firm that brings innovative design ideas and a track record of success to each project. JEP works closely with its clients and strives to understand the needs of the end-users when developing creative solutions for Mixed-Use, Campus, Residential, Commercial, Town Center and Revitalization projects. The Landscape Architects and Planners at JEP specialize in creating landscapes that bring together the built environment with the natural systems around it. JEP is recognized for planning new and existing landscape.

2021 INDEFINITE-SERVICE INDEFINITE-DELIVERY – REQUEST FOR PROPOSAL
GENERAL PROFESSIONAL DESIGN SERVICES (ARCHITECTURE, ENGINEERING, LANDSCAPE ARCHITECTURE)

Department of Technology, Management and Budget



Civil Engineering

Project Control Engineering, Inc.

2420 Pte. Tremble Road
Algonac, MI 48001



John T. Monte, P.E., Principal-in-Charge

Project Control Engineering, Inc. (PCE) is a professional corporation licensed to in the State of Michigan to provide Civil Engineering and Land Survey Services. They specialize in municipal site development including: feasibility studies, estimating, planning, utilities, paving, grading, drainage, land division, surveying, construction layout, and GIS services. Project Control Engineering strives to keep abreast of advances in engineering and surveying techniques, utilizing the latest technology. Management personnel employ project management software to track and monitor project costs and scheduling. Document scanning and printing is accomplished with a high-speed printing and collating plotter. With these combinations, PCE can produce cost effective, quality driven design for any size project.

Mechanical, Electrical and Plumbing Engineering

Matrix Consulting Engineers, Inc.

1601 E. Cesar E. Chavez Avenue
Lansing, Michigan 48906



Craig Treirweiler, PE, LEED AP, CxA President
Joseph Sovis, PE Vice President

Matrix Consulting Engineers provides creative, client-focused mechanical and electrical engineering services to the private and public sectors. Since 1999, Matrix Consulting Engineers have prided themselves on innovative design solutions that are on time, within budget, and match the needs of their clients. They are a core-value driven company that works together to provide their clients with expert engineering services. They pride themselves on growing the expertise of their team to give successful outcomes where their clients can learn, work and grow.



Michael A. Malone, AIA, NCARB, ALEP
Principal

SELECT PROJECT EXPERIENCE:

EDUCATION

Bachelor of Architecture with Distinction
Lawrence Technological University

REGISTRATION

Registered Architect – MI, AZ, IN, OH,
MN, NJ, PA, GA, TX, VA
NCARB Record
Accredited Learning Environments
Planner (ALEP)

AFFILIATIONS

American Institute of Architects
AIA Detroit
Association for Learning Environments
Associated General Contractors
Masonry Institute of Michigan

DTMB - Maybury State Park Headquarters - Northville, MI

New 11,000 SF State Park Headquarters and Maintenance Shop will provide much needed space to the park and it's team members. A large portion of the facility is being designed as a FEMA safe room and will have the ability to accommodate up to 300 people. Principal in Charge.

DTMB Records Building Roofing Replacement - Lansing, MI

Multiple systems were evaluated by the design team and presented to the DTMB for consideration. A detailed cost analysis and list of pros and cons of each system were also assembled. Project included removal and replacement of approximately 126,000 SF of roof area. Principal in Charge.

Macomb County Emergency Operations Center - Mount Clemens, MI

Development of a new centrally located Emergency Operations Center (EOC) for the County of Macomb. New facility was outfitted with the latest technology and necessary amenities to allow efficient response and deployment in the event of an emergency. This facility combined the County's E-911 Dispatch, Emergency Management and Operations, Traffic Operations and the County's Information Technology (IT) Department.

City of Warren Civic Center South – Police / Library - Warren, MI

The New 11,500 SF building incorporates a new library, satellite police station and flexible city hall office space for use by the Mayor. The site development provides a handicap accessible play area, story walk and garden. Plans to add a new fire station on this campus are currently in the works.

Macomb County 42-2 District Court – New Baltimore, MI

The new 40,000 SF District Court facility contains (2) courtrooms, as well as a magistrate court, probation department, holding areas, secure underground parking and sally port and secured archival storage. The design features a large open dome highlighting a classical theme and gracious, naturally lit public spaces. The building function is clear and apparent and anticipates future growth.

ADDITIONAL PROJECT EXPERIENCE:

DTMB – Interlochen State Park Headquarters – Interlochen, MI

DTMB – Woodland Correctional Facility – Whitmore Lake, MI

DTMB – Women's Huron Valley Correctional Facility – Ypsilanti, MI

Canton Township New Fire Station #2 – Canton, MI

City of Eastpointe – New City Hall – Eastpointe, MI

City of Warren Busch Library – Warren, MI



David W. Gassen, AIA
Principal

SELECT PROJECT EXPERIENCE:

EDUCATION

Bachelor of Architecture
University of Southwestern Louisiana

REGISTRATION

Registered Architect – MI, NY

AFFILIATIONS

American Institute of Architects
AIA Detroit
American Planning Association
Michigan Society of Planners
Rochester Planning Commission

DTMB - Michigan State Police Emergency Operations Center – Diamondale, MI
This project consolidates the operations of the State Emergency Operations Center (SEOC), Michigan Cyber Command Center (MCCC), Michigan Public Safety Communications System (MPSCS), Network Communications Center (NCC) and Michigan Intelligence Operations Center (MIOC) into a new “State Emergency Operation Center” (SEOC), constructed as a Hardened Addition to and Renovations of the General Office Building.

Macomb County Emergency Operations Center - Mount Clemens, MI
Development of a new centrally located Emergency Operations Center (EOC) for the County of Macomb. New facility was outfitted with the latest technology and necessary amenities to allow efficient response and deployment in the event of an emergency. This facility combined the County’s E-911 Dispatch, Emergency Management and Operations, Traffic Operations and the County’s Information Technology (IT) Department.

City of Royal Oak Police Department – Royal Oak, MI
A new 40,000 SF police facility, connected to the adjacent existing District Court building. The new facility would accommodate all of their current needs, but be flexible to allow the station to evolve in the future. Uses accommodated are Criminal Investigations, Processing and Holding, Records & Evidence Processing, Community and Training Room areas and space for a future Gun Range. Secured site areas were also incorporated into the design for patrol parking and prisoner vehicular transfers.

Detroit Police Emergency Operations Center – Detroit, MI
Creation of a new Emergency Operations Center within an existing building. To provide adequate sightlines to the new video wall the volume of the space was increased by raising the existing roof and depressing the existing floor slab. The project was completed for \$1.8 million and was designed and built within a 5-month period

New 34th District Court – Romulus, MI
The new 50,000 SF, 2 story District Court facility contains (4) courtrooms. The state-of-the-art facility optimizes detainee circulation via a separate, secure circulation route controlled from arrival at the vehicular sally port, through intake, general holding and courtroom holding.

ADDITIONAL PROJECT EXPERIENCE:

DTMB – Michigan State Police Headquarters – Diamondale, MI
City of Grosse Pointe Department of Public Service – Grosse Pointe, MI
Green Oak Township Police Department – Green Oak Township, MI



Darren McKenna, RA
Project Manager

SELECT PROJECT EXPERIENCE:

EDUCATION

Master of Architecture with Distinction
Lawrence Technological University

REGISTRATION

Registered Architect – MI

AFFILIATIONS

Building Enclosure Council of Greater
Detroit

DTMB - Michigan State Police Emergency Operations Center – Diamondale, MI
This project consolidates the operations of the State Emergency Operations Center (SEOC), Michigan Cyber Command Center (MCCC), Michigan Public Safety Communications System (MPSCS), Network Communications Center (NCC) and Michigan Intelligence Operations Center (MIOC) into a new “State Emergency Operation Center” (SEOC), constructed as a Hardened Addition to and Renovations of the General Office Building.

DTMB - Michigan State Police Headquarters – Diamondale, MI
As a part of the Capitol Area Reconfiguration project the State Police needed to move from their headquarters in downtown Lansing to an existing 245,000 square foot building at the State’s Secondary Complex in Dimondale, MI. Approximately 450 State Police Personnel were moved into renovated office space. Support areas were created where not available. Locker and fitness, mail processing, biometrics and fingerprint processing, high density filing and evidence storage facilities were incorporated into the existing building to meet the specialized needs of the State Police. The programming effort was significant since almost all divisions of State Police were consulted to determine their current and future needs as well as to work through the design and construction details of the project.

City of Royal Oak Police Department – Royal Oak, MI
A new 40,000 SF police facility, connected to the adjacent existing District Court building. The new facility would accommodate all of their current needs, but be flexible to allow the station to evolve in the future. Uses accommodated are Criminal Investigations, Processing and Holding, Records & Evidence Processing, Community and Training Room areas and space for a future Gun Range. Secured site areas were also incorporated into the design for patrol parking and prisoner vehicular transfers.

Wayne State University – Student Center Restroom Renovations – Detroit, MI
Project architect and manager for the Interior renovations to the main toilet room facilities on 7 floors of the campus student center. The restrooms were demolished to the superstructure and redesigned for ADA accessibility, code compliance, new infrastructure, ventilation and finishes. The project design and construction were completed within 4 months.

ADDITIONAL PROJECT EXPERIENCE:

- DTMB – Maybury State Park Headquarters** – Northville, MI
- DTMB – Interlochen State Park Headquarters** – Interlochen, MI
- DTMB – Woodland Correctional Facility** – Whitmore Lake, MI
- Canton Township Public Safety Headquarters** – Canton, MI



Anne-Lee Vandebussche, RA, LEED GA, NCARB, CFP
Project Manager

SELECT PROJECT EXPERIENCE:

EDUCATION

Lawrence Technological University

REGISTRATION

Registered Architect – MI

AFFILIATIONS

The Society of College and University
Planning

Lakeview Public Schools 2019 Bond Program

Project Manager for a three-year bond program to provide various improvements throughout the district. Responsibilities include managing project teams through programming, design, and construction administration activities. The project scope includes infrastructure improvements, improvements to technology, HVAC controls and security throughout the district, new construction to support academic spaces and updating finishes and furniture.

Fitzgerald Public Schools 2019 Bond Program

Project Manager / client contact for multiple projects supported by a public bond. Responsibilities include programming to delegate funds for multiple projects to be completed over three years, and leading project teams through project development. Work includes repurposing an existing classroom building to support administrative services for the district including interior and exterior improvements, and new construction of a Weight Room to support the Athletics Department.

Renaissance High School – Detroit Public Schools, Detroit, MI

Project Director to replace an outdated hazardous facility. Worked through requirements to abate and demolish an existing facility, including removal of asbestos and contaminated soils. Responsibilities included managing programming, design and construction activities. Project highlights included new class rooms and computer labs with state-of-the-art technology, athletic facilities including a new pool facility, a football field including spectator seating, and a gymnasium.

Integrative Biosciences Center – Wayne State University, Detroit, MI

Project Director to program and existing decapitated facility into a higher education research lab. Worked through early programming to secure state funding, design and construction activities to repurpose an existing 1920 parking structure. The project included a major addition resulting in a 230,000 sf facility to support both wet and dry lab space, an auditorium, and a multipurpose space.

Chemistry Lab Renovation and Addition – Wayne State University, Detroit, MI

Project Director to renovate an existing wet lab facility to support higher education research. Managed a project team to develop a phased solution to allow the existing facility to remain occupied during construction. Coordinated state funding efforts, and managed design, construction and move-in activities including multiple sophisticated lab equipment installations. The project included renovating over 130,000 of wet lab space and a major addition to support an auditorium with pre-function space, offices, and conference space.



Andrew Sowinski, RA
Senior Technical Architect

SELECT PROJECT EXPERIENCE:

EDUCATION

Bachelor of Architecture
Lawrence Technological University

REGISTRATION

Registered Architect – MI

DTMB - Michigan State Police Emergency Operations Center – Diamondale, MI
This project consolidates the operations of the State Emergency Operations Center (SEOC), Michigan Cyber Command Center (MCCC), Michigan Public Safety Communications System (MPSCS), Network Communications Center (NCC) and Michigan Intelligence Operations Center (MIOC) into a new “State Emergency Operation Center” (SEOC), constructed as a Hardened Addition to and Renovations of the General Office Building.

DTMB – Port Huron National Guard Armory – Port Huron, MI
Interior renovations and 4000 square foot addition to the existing armory facility providing a new two bay drive through service area, service storage area, service office, secure storage room the extensive renovation portion of the project included new kitchen, Women’s toilet and locker facilities, new office area ceiling and lighting, new HVAC system installation in the office and armory support areas.

DTMB - Maintenance Shop Repairs – Washtenaw Armory
Renovations at the Washtenaw facility included a 980 square foot addition to provide additional meeting room, expanded locker rooms, and service areas to support current and future expanded staffing. The renovations provided plan changes in support of future HETS vehicle maintenance programming.

DTMB - Maintenance Shop Repairs – Flint / Midland Armories
Project involves renovations at two Michigan National Guard Armory facilities with a total of four buildings. The project scope includes interior architectural renovations and mechanical system upgrades.

Detroit Police Real Time Crime Center – Detroit, MI
The City of Detroit Police Department, “Green Light Project” was a Design-Build delivery with an extremely tight budget and very short timeline with specific objectives and goals to be achieved. The renovations involved creating new clear span space within a multi-story building where existing columns were removed and creative re-structuring of the building was necessary to provide open sight-lines. The project was completed for \$2.8 million and was designed and built within an 8-month period.

ADDITIONAL PROJECT EXPERIENCE:

DTMB – Records Building Roofing – Lansing, MI

DTMB – Maintenance Shop Repairs – Selfridge ANGB Building 1492

DTMB – Maintenance Shop Repairs – Selfridge ANGB Building 1416

GSA – McNamara Building – Sprinkler and Piping Upgrades – Detroit, MI

GSA – Levin Courthouse – Elevator Upgrades – Detroit, MI



Patrick Findlan, AIA, LEED AP BD+C, NCARB
Project Architect

SELECT PROJECT EXPERIENCE:

EDUCATION

Bachelor of Architecture
University of Detroit

REGISTRATION

Registered Architect – MI

AFFILIATIONS

American Institute of Architects

AIA Detroit

National Council of Architectural

Registration Boards – Record Holder

Member of Macomb Township Building
Board of Appeals

DTMB - Saginaw Correctional Facility – Saginaw, MI

This existing correctional facility was in need of replacement to the exterior doors at all of the campus buildings, upgrading of the sliding security gates in main administration building and masonry repairs to deteriorated exterior walls. Project was completed with a control system upgrade for the sliding security gates. This provided a reliable control & security door system meeting Michigan Department of Corrections new standards.

DTMB - Woodland Correctional Facility – Whitmore Lake, MI

This correctional facility was in need of replacement to most exterior doors, replacement of the sliding security gates in the administration building and upgrades to the security gate control system meeting Michigan Department of Corrections new standards.

City of Royal Oak – Police Department

The new 60,000 SF police department building will replace the city's existing 53-year-old facility, whose construction type was such that renovations would have been costly and difficult. In addition, the existing building's location was inconvenient, not allowing for a smooth and secure transfer of prisoners. The new facility (currently under construction), has been located directly adjacent to the city's existing district courthouse, to resolve this issue. This state-of-the-art facility has been designed accommodate all current and projected future needs for the police department. It includes many different uses and space types, including: Prisoner processing and holding, Records and Evidence processing, Community and Training rooms, as well as locker rooms, offices, and similar space as required for daily operations

St. Clair Shores Senior Center – St. Clair Shores, MI

This project includes an approximately 3,200 SF addition and an 8,000 SF renovation of the existing building. The proposed improvements will provide space for an enlarged fitness center, café and gathering space, restrooms, two healing arts spaces, multi-purpose space, arts and crafts space, office and a multi-purpose room.

ADDITIONAL PROJECT EXPERIENCE:

DTMB – Baraga Correctional Facility – Baraga, MI

DTMB – Muskegon Correctional Facility – Muskegon, MI

DTMB – Chippewa Correctional Facility – Kincheloe, MI

DTMB – St. Louis Correctional Facility – St. Louis, MI

The Salvation Army – Detroit Harbor Light – Detroit, MI

The Salvation Army – Conner Creek Corps – Detroit, MI



Brian Hinz, RA
Project Architect

SELECT PROJECT EXPERIENCE:

EDUCATION

Master of Architecture
University of Detroit

REGISTRATION

Registered Architect – MI

City of Royal Oak Police Department – Royal Oak, MI

A new 40,000 SF police facility, connected to the adjacent existing District Court building. The new facility would accommodate all of their current needs, but be flexible to allow the station to evolve in the future. Uses accommodated are Criminal Investigations, Processing and Holding, Records & Evidence Processing, Community and Training Room areas and space for a future Gun Range. Secured site areas were also incorporated into the design for patrol parking and prisoner vehicular transfers.

New Peck Elementary School – Center Line, MI

As part of the District's \$54 Million bond program, the New Peck Elementary School is a 68,000SF new facility, housing Pre-K through 5th Grade Students. This new invigorating learning environment provides exceptional spaces to support diverse learning needs. This new school represents the first new building within the District in over 60 years. It has been constructed on the High School and Middle school campus, providing Pre-K through 12th grade learning on a single site.

Green Oak Police Department – Green Oak, MI

A new 17,100 SF police facility, on the North West corner of the Silver Lake Road and M23 intersection in Brighton MI. The new facility is the second piece to the Township's master plan to create a campus of public service that fits the needs of the growing population. Uses accommodated are Criminal Investigations, Processing and Holding, Records & Evidence Processing, Training room, locker rooms, and a Community Multi-purpose room.

New 34th District Court – Romulus, MI

The new 50,000 SF, 2 story District Court facility contains (4) courtrooms. The state-of-the-art facility optimizes detainee circulation via a separate, secure circulation route controlled from arrival at the vehicular sally port, through intake, general holding and courtroom holding.

Macomb County Community Services Agency – Clinton Township, MI

This project included much needed improvements and renovations to the multi-purpose / auditorium room within the Office of Senior Services. This room is used by the department to host various activities and functions for Seniors. Current technology was added, complete with sound system, LED projector with screen and wall mounted LED monitors. In-floor power and data were designed to accommodate multiple room configurations and new energy efficient lighting was installed. A large storage room was added as well as built-in millwork which provides much needed space to support their active agenda. New room finishes and new furniture were also provided.



Lauren Lee
Project Manager / Interior Designer

SELECT PROJECT EXPERIENCE:

EDUCATION

Master of Architecture
Lawrence Technological University

Bachelor of Arts in Interdisciplinary
Humanities – Michigan State University

Grosse Pointe Municipal Buildings – Grosse Pointe, MI

Oversaw a project consisting of three separate buildings on two sites containing the City's new Department of Public Safety building, new Department of Public Works facility, and a renovation of a 1920's building into a Courtroom and offices. The new 19,000 sf DPS building contains two holding areas, evidence processing lab, a sally port, Fire Department apparatus bay, decontamination areas, and support spaces for the staff. A new 25,000 sf building is proposed as a fully enclosed DPW garage, yard and office, including a mechanics bay, circulation and parking for 10 large vehicles, staff breakroom, and locker rooms. The third portion of this project, is a renovation to an existing building, retrofitting the space from a fire and police station to a court and administration building, including court chambers, meeting rooms, secured front desk, and support offices. The design for each building has been with consideration to green design principles.

Stepping Stones Montessori – Mount Clemens, MI

Managed the renovation and use change of a 1,000 sf residential duplex into a 1,400 sf Montessori School for older elementary and middle school students. The project was managed as design-build, covering initial conceptual design, construction documentation, and construction administration. The coordination effort was significant requiring coordination for city and state approvals, consultants, general contractor, and the customer.

Royal Oak Police Station – Royal Oak, MI

Served as interior selection and documentation organizer for a new police station for the City of Royal Oak. The existing building was approximately 53 years old and its construction was such that renovations would be costly and difficult due to the construction type of the building. The new facility will accommodate all of their current needs, while remaining flexible to allow the station to evolve in the future, and the finishes were selected with the same intent in mind. The finishes supported the modern technologies and advanced practices implemented by Royal Oak, while also maintaining a timeless style that will endure future trends.

ADDITIONAL PROJECT EXPERIENCE:

Highland Township Fire Stations #1 and #2 – Highland Township, MI

Brighton Area Fire Authority Stations #33 & #34 – Brighton, MI

City of Madison Heights – City Center Evaluation / Study – Madison Heights, MI

John T. Monte, P.E.
Principal, President

Years of Experience: 34 years

Experience Summary:

Mr. Monte is president and owner of Project Control Engineering (PCE). He will serve as principal contact person handling routine activities and coordination of projects.

John has over 34 years of experience encompassing engineering, building and underground utility construction. Growing up in the excavating business, he has experienced the full evolution of business activities. Beginning as a laborer and pipe layer, he progressed to heavy equipment operator, estimator, superintendent and eventually president of all operations. This experience provided practical hands-on working knowledge of the very items he has designed.

Career training as an engineer followed a similar progression. Early work included construction inspection, testing, and preparation of contract documents and specifications. With his construction background, work rapidly accelerated to value engineering, constructability reviews, project management and ultimately creating his own engineering firm.

John's common sense approach and commitment to extended customer service has kept clients returning year after year.



Education & Associations

Bachelor of Science in
Civil Engineering,
Michigan Tech University

Professional Engineer
State of Michigan

Licensed Residential Builder
State of Michigan

Member of
Michigan Society of
Professional Engineers
(M.S.P.E.)

American Society of
Civil Engineers
(A.S.C.E.)

Relevant Experience:

Surveying

Topographic Surveys
Construction Layout

Municipal Project Engineer

Inspection
Contract Administration
Preparation of Contract Documents & Specifications
Road Rehabilitation Projects
Water, Sanitary and Storm Sewer Projects
Development of Engineering Standards
Water Rate Analysis
Water Consumption Study
Project Budgets & Cost Estimates
Plan Reviews
Grant Applications
MDEQ/USACE Permit Applications
Requests for Proposals
Project Oversight
Constructability Reviews

Private Development

Subdivisions, Condominiums, Mobile Home Parks
Commercial & Industrial Sites
Industrial Subdivisions
Contract Administration
Feasibility Studies
Client Representation at Planning/Board Meetings



Athanacios Nasr, PHD, PE, SECB

MANAGING PRINCIPAL/PROJECT EXECUTIVE



Nasr is currently Managing Principal/Project Executive with Desai/Nasr now IMEG. Since 1974 he has been involved in Academia on a part time basis. University of Alexandria, Egypt (Instructor 1975-1980), Wayne State University, Detroit, MI (Instructor 1981-1986) University of Detroit, Detroit, MI (Adjunct Professor 1987-1989), University of Windsor, Windsor, Ontario, Canada (Post Doctor Fellow 1987-1989), Lawrence Tech University, Southfield, Michigan (Adjunct Professor 1992-2000) teaching graduate and undergraduate courses, including theory of structures, steel design, concrete design, foundation design, geotechnical engineering, surveying and engineering drafting.

Nasr's work experience includes geotechnical engineering, structural hydraulic construction engineering, special foundation design, noise and vibration control. Project types extend from office buildings, school and hospital buildings, hotels and convention centers, shopping centers, housing and educational facilities, religious facilities, sports and recreation facilities, to industrial complexes such as auto and semi-conductors facilities, as well as major renovations and structural investigations and legal expert witness. Personal responsibilities for the structural engineering projects extend from schematic phases, preparation of construction documents to construction phases and field supervision.

PROJECT HIGHLIGHTS

- Dept. of Military & State Police, Lansing, MI, Support & Maintenance Facility
- Wayne County Airport Authority, Romulus, MI, Ground Transportation Center North Terminal
- Oakland Airport, Waterford, MI, Terminal Expansion
- City of Troy, Troy, MI, New Fire Station
- City of Monroe, Monroe, MI, Fire Station Structural Inspection & Evaluation
- Chesterfield Township, Chesterfield, MI, New Fire Station
- Waterford Township, Waterford, MI, New Fire Station
- Macomb Township, Macomb Township, MI, New Town Hall
- City of Southfield, Southfield, MI, Various Renovation & Upgrade Projects
- City of Novi, Novi, MI, New Police Gun Range
- City of Troy, Troy, MI, Police & Fire Station Administration
- Lansing Exhibition Center, Lansing, MI
- Northlake Michigan Correctional Facility, Baldwin, MI, East Expansion
- Greektown Casino Underground Parking & Parking Deck, Detroit, MI
- Wayne State University, Detroit, MI, Student Center Renovations
- Northern Michigan University, Marquette, MI, University Center Renovation
- Michigan State University, East Lansing, MI, Agricultural & Livestock Ed Ctr
- Michigan State University, East Lansing, MI, Lyman Briggs Building Renovations

Experience

46 Total, 32 with IMEG

Education

University of Alexandria, Egypt, BSCE
University of Alexandria, Egypt, MS
Geotechnical Engineering
Wayne State University, Ph.D. Civil
Engineering

Registrations

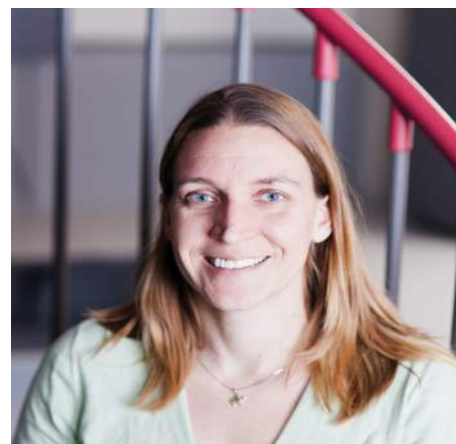
Professional Engineer
Michigan (62010-30603)
Pennsylvania (PE074034)
Texas (99038)

Affiliations

ASCE
EICE

Lisa Butzlaff, PE

SENIOR STRUCTURAL ENGINEER



Lisa has been with Desai/Nasr now IMEG since December, 2012, as Senior Structural Engineer. She was previously employed by Penhale & Yates, Inc. in Southfield, as Structural Engineer.

Lisa is responsible for the analysis and design of building structures, including building renovations as well as new structures. Additional responsibilities include review or analysis of structural elements or components for construction projects. Most of the design work done is with steel, concrete and masonry as the main building elements. Associated responsibilities include computer analysis and modeling, preparation of contract documents, coordination with other disciplines, review of shop drawings, and construction administration. Project types include mainly institutional, educational, office, retail and industrial.

PROJECT HIGHLIGHTS

- State of Michigan Emergency Operations Ctr Secondary Complex, Dimondale, MI
- Cobo Center Renovations, Detroit, MI
- Oakland County Vehicle Operations Expansion, Pontiac, MI
- Michigan State University Abrams Planetarium Addition, East Lansing, MI
- Oakland Community College Building C, Auburn Hills, MI, Addition & Renovation
- Northern Michigan University, Jamrich Hall Replacement, Marquette, MI
- Ferris State University, Big Rapids, MI, University Center Renovation
- Walsh College, Jeffrey W. Barry Center, Troy, MI
- Northern Michigan University Arts & Design Building Addition, Marquette, MI
- Michigan State University, Spartan Village, East Lansing, MI
- Oakland University Student Housing and Dining Facility, Rochester, MI
- Shelby Macomb Medical Mall, Shelby Township, MI
- Crittenton Medical Office Building, Rochester, MI
- Wellbridge of Rochester Hills, Formerly Medilodge, Rochester Hills, MI
- Mid-Michigan Health Medical Education Building, Midland, MI
- Detroit Prep School, Detroit, MI
- Howell Parker High School, Howell, MI
- Marysville High School, Marysville, MI
- Allen Park High School, Allen Park, MI, Renovations and Performing Arts Center
- Kettering High School Additions & Renovations, Waterford, MI

Experience

19 Total, 8 with IMEG

Education

University of Michigan, BSCE

University of Michigan, MSCE

Registrations

Registered Professional Engineer, Michigan
(62010-55549)



CRAIG TRIERWEILER, P.E. LEED AP, CxA
PRESIDENT

BACKGROUND

Mr. Trierweiler's role as president includes client contact, systems design, and staff supervision. Mr. Trierweiler has broad experience with office buildings, schools, and health care projects applying a wide variety of HVAC systems. His design experience includes, HVAC, plumbing, fire protection, building automation systems, medical gas systems, laboratory design, and computer room systems.

EDUCATION

BSME, Western Michigan University, 1998 //

EXPERIENCE

Matrix Consulting Engineers, Inc. (July, 2003 - present)
Clark•Trombley•Randers (1998 - 2003)
Kingscott Associates, Inc. (1996 - 1998)
Soil and Water Management (1994 - 1996)
Wirth and Fedewa Construction (1993 - 1994)

REGISTRATION/AFFILIATIONS

Registered Engineer, Michigan & 8 Additional States
The National Council of Examiners for
Engineering and Surveying
LEED Accredited Professional
American Society of Heating, Air Conditioning
& Refrigeration Engineers (ASHRAE)

SELECTED PROJECT EXPERIENCE:

ADRIAN DOMINICAN SISTERS//

Adrian, MI

The campus of Adrian Dominican Sisters is made up of several building types that primarily consist of living areas for the sisters and retreat centers for the public. Matrix performed a facility assessment that focused on the smart building program audit with the following buildings: Regina Hall (104,659 sq. ft.), North Maria (96,000 sq. ft.), South Maria (58,226 sq. ft.), Madden Hall (80,000 sq. ft.), Holy Rosary Chapel (16,100 sq. ft.), and the Weber Retreat Center (66,500 sq. ft.). Matrix performed a campus wide energy audit on these buildings that primarily focused on measures with faster payback to recovery costs in less than one and a half years.

CLINTON COUNTY ASSESSMENT AND MASTER PLAN //

Clinton County Michigan

Matrix performed an ASHRAE Level 2 energy audit and facility assessment and provided designs for the campus of Clinton County, which is made up of several building types. The buildings that Matrix focused on for the energy audit and facility assessment were: Clinton County Jail (48,400 sq. ft), Clinton County Courthouse (144,000 sq. ft), Clinton County Health Department (13,500 sq. ft), Maintenance Building (9,600 sq. ft) and Smith Hall (8,800 sq. ft). Matrix performed a campus wide study, assessment, and evaluation on these buildings to provide a master plan for the campus forward. The following systems were evaluated for the overall county and individual buildings: Air Handlers, Chiller System, Boiler System, Variable Air Volume Systems, Exhaust Systems, BAS Systems, Lighting Control System, and Electrical Systems.

MICHIGAN STATE UNIVERSITY, WONDERS HALL //

East Lansing, Michigan

Matrix performed an energy audit and assessment design at Michigan State University to evaluate renovations on the first and second floor of the core area in the Wonders Hall Facility. Part of this study included a chiller system study. During this study Matrix evaluated 6 different chiller options including air cooled chiller, electric chiller, and absorption chillers. The study also included different extents of chiller options including just add chillers to serve part of Wonders hall up to create a remote chiller plant to serve multiple buildings, included in our study was cost estimating.





JOSEPH F. SOVIS

VICE PRESIDENT, P.E.

BACKGROUND

Mr. Sovis is a Principal responsible for all electrical power, lighting, fire alarm systems, and sound & communication systems. He has extensive experience with high technology buildings and specialized systems, engine test cell facilities, security systems, sound reinforcing, uninterruptible power and emergency power generation systems.

EDUCATION

Bachelor of Science, Electrical Engineering, MSU, 1992 //
Attended Lansing Community College, 1988 - 1990 //
Associate of Applied Science, Architecture Ferris State University, 1986 //

EXPERIENCE

Matrix Consulting Engineers, Inc. (1999 - present)
Clark • Trombley • Randers (1986 - 1999)
Nequist & Son Electrical Contractors (1984 -1985)

REGISTRATION/AFFILIATIONS

Registered Engineer, Michigan, 1996
Registered Engineer, Wisconsin, 1996
Registered Engineer, North Carolina 2006
National Society of Professional Engineers
Illuminating Engineering Society

SELECTED PROJECT EXPERIENCE:

STATE OF MICHIGAN – Richard H. Austin Building// Lansing, MI

Matrix evaluated the physical condition of the sanitary, vent and domestic water piping for eight existing bathrooms and surrounding areas to bring them up to code. Matrix evaluated the plumbing system and determined the best way to modify the piping while maintaining part of the bathrooms in operation. A design was provided to replace the existing domestic water, vent, and sanitary piping from the basement up to the penthouse through the rest of the building while also changing the plumbing fixtures.

STATE OF MICHIGAN – Secondary Complex// Dimondale, MI

255,000 square foot project to upgrade the mechanical and electrical infrastructure for the 3-story building. HVAC system consisted of replacing and rezoning 175,000 square feet of office space with new VAV boxes to match the new floor layout. The heating system central equipment was completely replaced, controls valves were replaced in both the heating and chilled water systems and new air handlers were installed. The HVAC system was also installed to eliminate the pressure problems that were occurring in the building. Matrix Consulting Engineers, Inc. responsibilities also included plumbing, fire protection, lighting, power, fire alarm and data.

USPFO Readiness Center// Lansing, MI

120,000 square foot project which completely retrofits the mechanical and electrical systems of an existing three-story state office building into a multi-military unit readiness center for the Michigan Air National Guard, and Homeland Security. HVAC systems consist of four VAV air handlers utilizing central chilled water from a salvaged centrifugal chiller and new high efficiency condensing boiler for heating and domestic hot water. Six design alternates were included in the project to allow conformance to a strict budget. Matrix Consulting Engineers, Inc.'s responsibilities included all HVAC, plumbing, fire protection, lighting, power, fire alarm, technology, and raceway systems for data, security, and telecom systems, and data wiring.



BRENT HUHN, P.E., LEED AP BD+C

MECHANICAL ENGINEERING PROJECT MANAGER

BACKGROUND

Mr. Huhn's role as Mechanical Project Manager includes client contact and systems design. Mr. Huhn has broad experience with office buildings, schools, correctional facilities, and health care projects applying a wide variety of HVAC systems. His design experience includes, HVAC, Plumbing, Fire Protection, Medical Gas Systems, Geothermal Systems, and Data Room Systems. In addition to design Mr. Huhn is greatly involved in commissioning buildings HVAC, Plumbing, and Control systems. Mr. Huhn has contributed to multiple LEED certified buildings.

EDUCATION

BSME, Mechanical Engineering, Michigan State University, 2004, graduated with High Honors //
Attended Lansing Community College, 2000-2002 //

EXPERIENCE

Matrix Consulting Engineers, Inc. (2006 - present)
Innotec, Incorporated (2005)
Reed Computer Aided Design, Inc. (2000-2004)

REGISTRATION/AFFILIATIONS

Registered Engineer, Michigan, 2009 //
LEED AP BD+C, 2010 //
ASHRAE Member //
Tau Beta Pi Honors Society Member //
Pi Tau Sigma Honors Society Member //

SELECTED PROJECT EXPERIENCE:

STATE OF MICHIGAN – Stevens T Mason Building// Lansing, MI

Stevens T Mason Building project consists of renovating an eight-story building plus basement area that is approximately 253,000 square feet gross area. The HVAC, plumbing, electrical, and fire protection design consisted of evaluating the existing systems to determine the condition of the associated equipment. The mechanical and electrical systems were replaced and upgraded both due condition age and to assist in achieving LEED silver. Throughout the project matrix helped with value engineering ideas to keep the project in budget. The design was performed in Revit with clash detection performed and adjusted as needed.

STATE OF MICHIGAN – Constitution Hall// Lansing, MI

Project consists of renovating-7 stories plus Atrium totaling approximately 500,000 square feet. Mechanical and electrical systems were modified, changed, and added to accommodate major floor plan changes to many areas of the building. The design was performed in Revit with clash detection performed and adjusted as needed.

STATE OF MICHIGAN – SECONDARY COMPLEX// Dimondale, MI

340,000 square foot project to convert existing warehouse to a two-story office building. HVAC systems consist of VAV with 12 air handlers utilizing central plant chilled water and high-pressure steam. Building is designed with an 8000-sf computer room and provisions for future mainframe computer room of up to 24,000 sf. Matrix Consulting Engineers, Inc.'s responsibilities included all HVAC, plumbing, fire protection, lighting, power, fire alarm, and raceway systems for data, security, and telecom systems.

James Eppink
Registered
Landscape Architect,
ASLA - Principal



James Eppink established J EPPINK PARTNERS, INC (JEP) with a foundation in Traditional Planning Principles based in the tenets of a long-established landscape design philosophy, the New Urbanism and the belief that better communities are built through inspired design and an understanding of how people live within a system that integrates the landscape with human needs and experiences. Mr. Eppink has extensive traditional design, urban planning and landscape architectural experience, and during the last seventeen years he has been active in aiding clients with practical solutions that result in superior projects and better built environments.

Mr. Eppink has successfully completed Neighborhood Design, Town Center and Landscape Architectural Design projects throughout Michigan and the United States. Mr. Eppink is at the forefront of combating suburban sprawl in our communities by designing and developing cohesive neighborhoods aimed at inspiring civic pride. Beautiful and functional Landscapes and public spaces are critical components of successful communities, civic spaces and neighborhoods. Currently, JEP is designing and performing construction observation services for several significant landscape architectural projects including Woodbridge Estates located in Detroit, MI, Farmington Hills Corporate Campus and College Park; located in Livonia Michigan and Fitzgerald High School in Warren Michigan.

Professional Experience

Mr. Eppink is a Town Planner and Registered Landscape Architect and has earned the degree of Master of Landscape Architecture from the University of Michigan and a Bachelor of Science in Ornamental Horticulture from Michigan State University. He has also received advanced training in computer design from Michigan State University Management Education Center. Mr. Eppink is a member of The Congress of The New Urbanism, the American Society of Landscape Architects, Sigma Lambda Alpha International Honor Society of Landscape Architects, and was awarded the University of Michigan's Landscape Architecture Alumni Award. Mr. Eppink has been a visiting instructor at Michigan State University; teaching advanced community planning, and also a guest lecturer at the University of Michigan.



39 S. Main Street Suite 22
Clarkston, Michigan 48346
248-922-0789 jim@jeppink.com

II-3. MANAGEMENT SUMMARY, WORK PLAN, and SCHEDULE



II-3 MANAGEMENT SUMMARY, WORK PLAN AND SCHEDULE

As a full service Architecture and Design firm, we pride ourselves on our unique service approach of becoming an extension of each of our Client's Staff. We will provide insight, support, leadership, technical expertise and well intentioned advice from the initial development of every project to well beyond final occupancy.

We are accustomed to working with tight timelines and are able to dedicate the appropriate staff and resources necessary to meet demanding schedules. Our approach relies upon collaboration, communication, and follow-through, ensuring that the needs and objectives of projects and the client are achieved.

PARTNERS is able to commit and successfully deliver exceptional service on varied size and types of projects from the simple to very complex. We are able to consistently meet schedules and budgets and create a team environment through clear and consistent communication. Communication is a hallmark of the firm and a critically important element of well executed projects. Our team is committed to open communication with vested stakeholders and user group staff when engaged in the project communication protocol. We also understand that caution is to be exercised when communicating with personnel not involved in the project decision process, and our team is well versed with courteous dialog and filters to know that formal project communication is to take place only with designated DTMB or Client Agency representatives. All PARTNER Team members are accessible by cell phone and office communications and emails to satisfy all client initiated communication, we strive to be available as an extension of your staff and offer real Professional PARTNERSHIP. The State may rely on the following communication scenarios.

PARTNERS will:

- Conduct project planning meeting with appropriate DTMB and Client Agency representatives at the project kick-off and definition phase.
- Confirm project goals, objectives, and expectations with all involved.
- Agree upon shared understanding of standards to be followed.
- Develop project milestone schedules to be used as a tool of communicating the process and overall team member expectations. The schedule is a dynamic and powerful tool that is distributed, monitored and adjusted to present a realistic picture of project flow and to maintain accountability.
- Provide agendas and minutes of meetings in written form.
- Provide overall project(s) report status on monthly basis or other determined timetable.
- Conduct progress briefings and provide draft or phase review documents at agreed upon intervals.
- Obtain sign-off acceptance of work product by DTMB and/or the Client Agency at milestones agreed in project schedules.
- Present deliverables and an oral executive summary of projects in forums desired by DTMB.
- Conduct project close-out meetings of all projects with appropriate staff, vested stakeholders, and DTMB representatives.

PARTNERS pledges to the state and DTMB:

- The leadership, insight and creative vision, of firm Principals,
- Open communication and unmatched responsiveness,



- Dedication to a collaborative work process,
- Sustainable, innovative and imaginative solutions,
- Design excellence,
- Technical precision,
- Function and value driven solutions,
- Accountability
- And above all Service, Service, Service

PARTNERS has a tested experience working with the DTMB on various projects types and sizes including minor modifications, complex renovations, additions and new building solutions.

Over the years working on several projects, we have acquired a practical and lessons learned experience within the State contract structure and delivery process. The PARTNERS project management and quality control process has been fine tuned to best support the State and continues to be refined with the changing approach and methodologies the State is establishing to improve efficiencies, service and project outcomes.

The PARTNER Team organization is simple and clear and allows for concise communications and expectations – resulting in successful project outcomes; a true hallmark of the firm. Our Principal-in-Charge is responsible for all contractual administration, design, programming and Team accountability. Our Principal of Quality Assurance has a beginning-to-end responsibility for document quality and budget adherence. Our Project Managers and Architects are the Day to Day leaders and organizers of the project teams and become the overall nucleus for clear and concise communication. They will direct in-house operations, consultant coordination and owner interface from project inception through project close-out. They will be the direct contacts for project related issues and progress.

PARTNERS' management approach includes three, distinct initiatives. These phases correspond to a logical sequence of events which are outlined as follows:

Task 1-Project Definition (Phases 100 and 200)

Task 2-Design and Construction Documentation (Phases 300, 400, and 500)

Task 3-Building Construction and Field Administration (Phases 600 and 700)

TASK 1 - PROJECT DEFINITION

(Including Phase 100 Study and 200 Program Analysis)

PHASE 100 - STUDY

Based on our experience, this phase is one of the most critical parts of the project. Our first task will be to establish and outline communication protocols and team member responsibilities. We will highlight our firm's mission, which is to lead you to your goals. We will achieve this through strong leadership, effective collaboration and clear communication.

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It will be necessary to confirm earlier assumptions and ideas regarding the targeted improvements of each project as well as any special circumstances that may exist. To address these issues, we will ask questions and have open team discussions focused on the goals and objectives of the project and conduct detailed site evaluations to firmly establish a record of existing conditions. We anticipate that this effort will be accomplished by working closely with the DTMB Project Director, personnel from the facility requesting the improvements as well as representatives from the respective Client Agency.

We will also work to establish a mutual understanding of affordable quality levels for building construction, interiors, equipment, and special systems and the priority in which these items fit into the project budget.

The results of these efforts will establish an overall direction for the project.

Typical Phase Deliverables will include a written project statement in the form of a report with existing conditions research and findings, preliminary code compliance issues regarding existing uses and contemplated modified use areas, and recommendations. The report will also include limited cost data for information known at this time.

PHASE 200 - PROGRAM

(Quantity of Owner Meetings to be Determined per Project)

This phase will test and confirm functional and technical design criteria, operational characteristics and highlight project outcomes expected. These efforts will also have a positive influence on initial and life-cycle costs of the project. More importantly, this will provide the Team with the data necessary to make informed decisions.

As our initial step we will conduct a project “kick off” meeting with the respective representatives from the DTMB and respective Client agency on-site personnel to further define and document the goals, objectives and scope so the entire team moves forward on sure footing. The kick-off provides an opportunity to confirm earlier assumptions, ideas and program goals for the proposed modifications and identify any limitations or sequencing considerations that may be needed. This will also allow us to gain a complete understanding of the previous steps that have been taken up to this point. Once completed, we will have a solid understanding of the expectations and project objectives and will refine our proposed work plan to accommodate the needs, thoughts and desires of DTMB and Client Agency to best accomplish the project.

We will also work to establish a mutual understanding of finish standards, operational factors and maintenance considerations which will all aid in the development of the Preliminary Design and overall construction budgets.

Schedule control is a product of careful planning at the outset of a project. Our process for developing a project schedule includes several steps that begin before the actual start of the project. During the contract preparation stage, schedule expectations are discussed. Prior to beginning the work, we prepare a “big picture” schedule that will define the overall project duration and key milestone dates. This schedule will be further developed and refined in Phase 300. In this phase we will also account for the possibility of scope modification to include items that may be possible in the event the budget will allow for scope expansion without jeopardy of exceeding the budget.

The Project Schedule is easily updated at appropriate intervals so that adjustments and new information can be accommodated if necessary to maintain important completion dates. This becomes one of the more important tools



PARTNERS uses to manage projects, while maintaining the level of performance you expect, as well as meeting our standards and expectations.

Typical Progress Deliverables will include 50% and 90% complete program documents with functional space data obtained through workshop sessions with the Agency User Groups and the DTMB. The draft progress documents will serve as a verification process for the overall spaces needed in the modification and the functional uses within each of the spaces including personnel counts and equipment needs.

Typical Phase Deliverables will include a complete written program and program analysis report stating concisely the spaces to be provided in the modification and the specifics for each of the spaces with a statement of probable cost.

TASK 2- DESIGN AND CONSTRUCTION DOCUMENTATION

(Including Phase 300 Schematic Design, 400 Preliminary Design, and Phase 500 Final Design)

PHASE 300 - SCHEMATIC BUILDING DESIGN

(Quantity of Owner Meetings to be Determined per Project)

In this Phase we will test design concepts, clarify intentions, and translate program data into tangible graphic documentation that includes demolition plans, floor plans, ceiling plans, elevations, and appropriate documentation for lighting and mechanical engineering disciplines as well as structural improvements.

Several design concepts will be prepared to establish the most appropriate solution to meet the facility needs. The State's participation at this stage of the process is crucial because decisions made at this point affect everything that follows. This phase concludes with hard-line computer generated drawings of floor plans, ceiling plans, lighting / power plans, HVAC plans, and general outline of specifications.

Within this phase, **PARTNERS** will perform a thorough investigation of all the governing state codes and local ordinances / requirements having an impact on the project. We comply with all State of Michigan and ADA accessibility requirements (except where discussed and decided otherwise) and keep in touch with all revisions as they are legislated. Our code compliance also includes fire marshal jurisdictions and other life safety considerations. In tandem with our team members, we perform code compliance checks on structural, mechanical and electrical issues.

Typical Progress Deliverables will include 50% and 90% complete Schematic Design Documents with; demolition plans, floor plans, ceiling plans, elevations, and appropriate documentation for lighting and mechanical engineering disciplines as well as structural improvements in computer generated paper and electronic format.

Typical Phase Deliverables will include 100% complete Schematic Design Documents with budget, calculations, and outline specifications including owner incorporated comments and a final presentation for approval to proceed to the next phase.



PHASE 400 - PRELIMINARY DESIGN

(Quantity of Owner Meetings to be Determined per Project)

This process begins with owner authorization once Phase 300 is completed. We will begin refinement of the Schematic Design documents that is approved by the State. The design will be modified in accordance with the direction given from the DTMB and Client Agency. We will test various solutions and design options (if desired) which will result in the best possible solution for the State. As the design is developing, we will update our initial project schedule to include key dates and project milestones for the design and documentation phase as well as the bidding and construction phase. This schedule will be presented to the State for review and approval.

During the Preliminary Design Phase, the major building systems and materials are defined, the building's layout and design intent are more precisely delineated, and the interior design begins with the development of interior finish materials. In this phase, we will address any special concerns that are unique to this project which may include but are not limited to security systems, life cycle costs analysis and value engineering. This information will be thoroughly analyzed and recommendations formulated for a clear project direction. These recommendations will be translated into design documents and become part of the final Preliminary Design Package. Outline specifications will be further developed as this point in the project.

Within this phase, **PARTNERS** will continue investigation of all the governing state codes and local ordinances / requirements having an impact on the project. Our Principal of Quality Assurance will review the team's progress and project documents at multiple stages during this phase to ensure our quality standards and the DTMB's standards are being upheld. He will continue this effort through the upcoming phases (500, 600, and 700) to maintain consistent input and oversight.

We typically will transmit and present progress drawings and documents at the 50% and 90% complete stages in this Phase. We will solicit feedback from the Owner team and incorporate the received comments / information into the final Phase 400 documents. Prior to the completion of this phase, we will prepare a detailed cost estimate to confirm the overall project budget.

The State's participation at this stage of the process is crucial because decisions made at this point affect everything that follows.

Typical Progress Deliverables will include 50% and 90% complete Preliminary Design Documents with; demolition plans, floor plans, ceiling plans, elevations, details, material selections, and appropriate documentation for electrical and mechanical equipment and system selections with lighting plans, and HVAC plans as well as structural calculations as maybe necessary. Documents will be in computer generated paper and electronic format.

Typical Phase Deliverables will include 100% complete Preliminary Design Documents with budgets, calculations, material cut-sheets, and outline specifications including owner incorporated comments and a final presentation for approval to proceed to the next phase.



PHASE 500 – FINAL DESIGN

(Quantity of Owner Meetings to be Determined per Project)

At the completion of the Preliminary Design Phase, **PARTNERS** will present to the State a set of design documents for your review and approval. They will consist of drawings, outline specifications, reports and samples as required which collectively describe the size and character of the entire project regarding architectural and interior design, structural, mechanical, and electrical systems, materials and other elements as appropriate.

PARTNERS will prepare the Construction Documentation based on the approved Preliminary Design package. The complete set will consist of construction drawings and specifications which describe in detail the requirements for construction of the project. We will finalize the architectural and interior design of the entire project during this phase including final selection of all finishes and materials. It will also include the design of any special lighting, and all interior graphics and signage for the project, if appropriate.

We will typically transmit and present progress drawings and documents at the 50% and 90% complete stages in this Phase. We will solicit feedback from the Owner team and incorporate the received comments / information into the final Phase 500 documents. Prior to bidding, we will update the cost estimate to confirm the project's cost is within the defined project budget. If it is discovered that the cost estimate exceeds the defined project budget, we will evaluate and identify what may be contributing to this overage and possibly suggest modifying the overall scope and/or create bid alternates to control bid award recommendation amounts.

Prior to issuing the documents for bidding, our Principal of Quality Assurance will review the complete set of documents for completeness and clarity of scope. He will confirm that all of the defined project goals and objectives are being met. The documents will not be issued for bid, unless they pass our stringent review process.

PARTNERS will prepare final bid documents and will assist in preparing the necessary bidding information with DTMB including the front-end, bid forms, conditions of the contract, and the forms of agreement between the Owner and Contractor. **PARTNERS** will also assist in facilitating the competitive bidding process and promote the project in the market place to help ensure the State that more than adequate bid coverage will be realized.

TASK 3- BUILDING CONSTRUCTION AND FIELD ADMINISTRATION

(Including Phase 600 Office Services and Phase 700 Field Services)

PHASE 600 CONSTRUCTION ADMINISTRATION – OFFICE SERVICES

The Construction Administration phase includes monitoring construction progress and administering the process from the office on behalf of the State. This consists of maintaining a log book, processing shop drawings and samples, reviewing and approving requests for payment, and ensuring compliance with the contract documents. The final stages of this phase include the coordination and compilation of close-out documents with operation and maintenance manuals, preparation and transfer of As-Built documents, and coordination of all owner training. This is a proactive effort of coordination conducted by **PARTNERS**, which involves the engineers, contractor and owner.



PHASE 700 CONSTRUCTION ADMINISTRATION - FIELD SERVICES

This phase includes: site visits, participation in project meetings, problem solving and issuing clarifications and instructions for changes to the work in response to special circumstances or field conditions that may arise during construction. Onsite weekly (or as otherwise designated and needed) inspection of project progress with written status reports to the contractor and owner. Review of testing and inspection reports as provided by the contractor. At project completion, a detailed punch list will be performed with the owner and contractor and issued by the architect. A follow-up review will be conducted to close-out construction and a certificate of substantial completion will be issued in coordination with DTMB. After work is satisfactorily completed, we will issue a certificate for final payment. Upon completion of the work, if necessary we will assist the occupants with move-in procedures and in taking occupancy of the building. This includes a review of startup, operating and maintenance procedures. Close-out documents will be compiled including warranty and maintenance binders, operation manuals, and as built drawings and issued to the State. A post occupancy review will be conducted (11) months following substantial completion to close the warranty period and address any issues that may have arisen.

Schedule

A critical tool in the work plan is the schedule, and schedule control is a product of careful planning at the outset of a project. Our process for developing a project schedule includes several steps that begin before the actual start of the project. During the contract preparation stage, schedule expectations are discussed. Prior to beginning the work, we prepare a “big picture” schedule that will define the overall project duration and key milestone dates. The schedule will be refined as required through the project definition process considering the possibility of scope modification without jeopardy of exceeding the budget.

The Project Schedule is easily updated at appropriate intervals so that adjustments and new information can be accommodated if necessary to maintain important completion dates. This becomes one of the more important tools **PARTNERS** uses to manage projects, while maintaining the level of performance you expect, as well as meeting our standards and expectations.

Depending on the project assignment scopes all or part of the established state project phases (100 through 700) will be implemented and a detailed schedule will be prepared by the project team. In any project scope all state protocols and phase requirements will be adhered to and performed successfully by the PARTNER Team. Project deliverables will follow the DTMB requirements and indicated with each project proposal and schedule to include appropriate time for DTMB and Client Agency review, comments and approval.

Quality Assurance

Quality Control begins when the project begins. It is not a phase at the end or near the end when documents are checked, but it is a constant stream of thought and mode of operation.

Our Principal of Quality Assurance will direct the Quality Control efforts for every project through its completion and will provide Quality Assurance reviews at the end of each phase of document development. In addition, over many years of practice, having executed very large, complex and phased projects, the team has developed, and continuously updates, a Quality Assurance Manual. Its purpose is to set and maintain standards for performance on all commissions undertaken. This document outlines procedures, tasks, schedules, checklists, and other

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managerial devices which insure that a complete, comprehensive, and thorough effort is put forth by our staff and consultants through all stages of a project. In this manner, we are able to directly apply the benefits of experience gained in previous projects, large and small.

We know most successful projects are those in which we can apply comprehensive quality control procedures, working to everyone's advantage. It is to our benefit, as well as to our client's, to prepare high-quality documents. It is common knowledge that clear, concise, high-quality bidding documents will usually attract the best contractors and bring in more competitive bids. However, having complete and well-coordinated documents is not the end of a quality assurance program. Quality control is the responsibility of each and every member of the **PARTNERS** team.

During the preparation of construction documents, **PARTNERS** will be in constant contact with our outside consultants, assuring that the materials and building processes are well detailed and consistent across all disciplines. When construction documents are complete, fresh eyes and peer reviews are performed, ensuring that the completed construction document set is well coordinated and delineated. The construction documents are in essence, a "set of instructions" used for the purposes of competitive bidding and implementing the desired improvements. We understand that these "instructions" must be thorough, easy to understand, and well-coordinated. With all three of these aspects provided, there is very little room for project scope questions or contractor confusion. Our documents clearly communicate the project's scope of work and our project management approach insures that the State's program requirements are included.

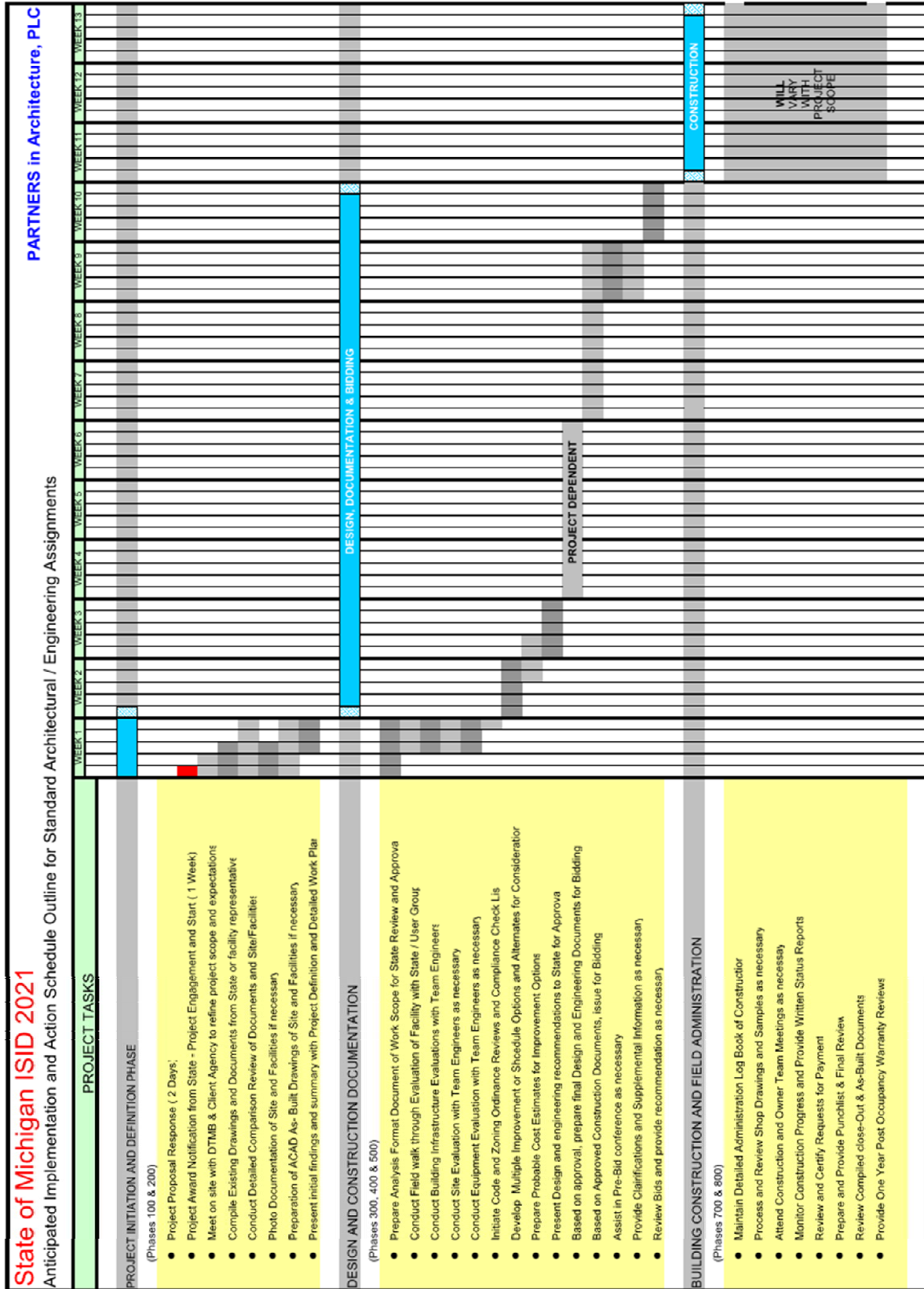
Our quality control does not stop at the end of our documentation phase. We remain very involved during the construction phase and thus are quick to react to contractor questions, concerns as well as differing site conditions. We give top priority to projects under construction and remain accessible at a moment's notice.

The schedule on the following page is an example schedule for a small standard project that would be customized and prepared during the project proposal step for every individual assignment opportunity.

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PROJECT OVERALL TIMELINES WILL VARY WITH THE DIFFERENT SCOPES AND TYPE OF WORK. THE INTENT OF THIS PROPOSAL IS TO ILLUSTRATE THAT THE STATE IS AN IMPORTANT CLIENT AND THAT THE PARTNER TEAM WILL PROVIDE AN ON CALL APPROACH TO PROJECTS IN THIS CONTRACT WITH IMMEDIATE ACTION.

II-4. QUESTIONNAIRE



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

1. Full Name: PARTNERS in Architecture, PLC
Address: 65 Market Street, Mount Clemens, MI 48043
Telephone and Fax: (586) 469-3600; (586) 469-3607
Website: www.partnersinarch.com E-Mail: mmalone@partnersinarch.com
SIGMA Vendor ID: VP1A0207

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: All projects will be managed from our office in Mount Clemens, MI. We will utilize the following professional engineering consultants: Project Control Engineering, Inc. (Civil), J Eppink Partners (Landscape Architecture), IMEG Corp. (Structural) and Matrix Consulting Engineers, Inc. (Mech / Elec).

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)? 65 Market Street, Mount Clemens, MI 48043

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. Michael A. Malone, AIA – Principal; David W. Gassen, AIA - Principal

2. Check the appropriate status:

Individual firm Association Partnership Corporation, or Combination – Explain: We are a full service architecture & design firm and will provide full A/E services in association with our professional engineering consultants.

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: Michigan; Date of incorporation: 1/27/2005.

Include a brief history of the Professional’s firm: PARTNERS in Architecture, PLC is a Professional Limited Liability Company, registered in Michigan. The two Principals of the Firm, David W. Gassen, AIA and Michael A. Malone, AIA own the firm which is conveniently located in downtown Mount Clemens. Both firm principals are registered Architects licensed to practice Architecture in the State of Michigan. Firm principals, David and Michael have centered their practice around public architecture with a focus on inventive, sustainable and cost effective, long term solutions. David and Michael’s strong leadership and forward thinking have built

an insightful and expert team of professionals driven by a passion for the profession. Our professional staff has developed a solid foundation for delivering innovative solutions that our public clients desire today and will most definitely need in the future. Our team is tested and successful as preferred vendors, achieving tight schedules and budgets and does so with technical precision, design excellence, and an attitude of Service.

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

Refer to Section II-2 of the proposal response for the Organization Chart.

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

Refer to Section II-2 of the proposal response for 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. There has not been a change in our organizational structure.

6. Provide a four year rate schedule per position.

Refer to Section III of the proposal response for the rate schedule.

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

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

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

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

ARTICLE 3: PROJECT LOCATION

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

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

ARTICLE 4: CONTRACT UNDERSTANDING

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

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

If yes, explain: Yes, we are intricately familiar with both the MICH Spec (used for projects over \$1 million) and DC Spec (used for projects under \$1 million). We have completed multiple projects with the DTMB with both specs and we understand the interworkings of the contracting / procurement phases, construction phase as well as the closeout processes.

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

Yes No

If yes, explain: Yes, our firm has been working with the State of Michigan for many years and have held multiple ISID contracts with the DTMB. We have been fortunate to have had several successful projects with the DTMB as well as several State Agencies.

ARTICLE 5: CAPACITY AND QUALITY

5.1 Briefly describe your firm's methods and procedures for quality control for your deliverables and services. The PARTNERS team applies a high standard of care to all tasks, at all times and is always searching for improvement opportunities and ways to enhance delivery of services and Quality within our process and products of service. In an effort to minimize surprises and the complication of inaccuracies in documentation we assign a Quality Control principal to every project, which is in addition to the Principal in Charge. The role of quality control is not a phase in project development, it is a constant stream of thought that begins with the project inception and continues every step of the way through occupancy and owner satisfaction. As a methodology, we use written standards, quality control guidelines and check lists to systemize the design and production process to improve project outcomes and help develop young talent in our firm. It is the firm's practice to encourage and support continued education among the members of the team and to actively participate in workshops, local, state and national seminars and conferences with a focus on public facilities. Schedules, delivery method, and market place conditions are other factors which can impact quality. PARTNERS works with the contracting entity through open communication and mutual respect as a partner to achieve the common objective of Owner Satisfaction. We stand ready to partner with The State of Michigan Department of Technology, Management and Budget and to become a vested member of the team. We welcome the opportunity and the challenge to produce exceptional and functional designs, delivering technical documentation with a service standard that will undoubtedly raise the bar.

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

Yes No

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

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

Yes No

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

As an agent of the State of Michigan, PARTNERS understands that we are to become an extension of the State's Administrative staff. We are to provide insight, support, leadership, technical expertise and well intentioned advice from the initial discussion of a project to well beyond final occupancy. We are also to manage the entire project team, including State contracted consultants. We will coordinate, clarify and follow-up on all team member's roles and responsibilities, which will reinforce our quality control methodologies. We understand that the contracting entity is the DTMB and that we must communicate and coordinate all of our efforts

through the DTMB. We understand that the projects will be developed for various State Agencies, and thus we will need to clearly communicate to the respective State Agencies as well as the DTMB.

- 5.5 Describe your approach if a bidder proposes a substitution of a specified material during bidding.
We welcome the opportunity to review bidder substitution requests during the bid phase of the project. We believe that this promotes open competition and supports a fair and equitable bid process. We require the respective bidder to submit their substitution request in writing, utilizing the substitution forms provided in the project manual. These forms ask for detailed information on the requested substitution and may request a detailed comparison between the specified product(s) and requested substitute product(s). We thoroughly review this submitted information and if we find it to meet or exceed the project specification, we will recommend to the Owner that the requested substitution be accepted. Once the Owner acknowledges acceptance of the request, we will issue an addendum to the project manual incorporating the substitution. This ensures that all bidders are aware of the acceptable substitution.
- 5.6 Describe your approach if a contractor proposes a substitution of a specified material or detail with shop drawing submittals or in construction.
Our approach is to be a "team player" and to always have an open mind in considering alternatives. With that said, we proceed with extreme caution as we clearly understand that the proposed substitution cannot decrease the quality level of the project nor can it have an adverse effect on the expectations of the Owner. Before considering a substitution during construction, we must truly understand the reasoning behind the Contractor's request. If we feel the reasoning to be legitimate, we will proceed to listening to the request. We ask that the Contractor make their request in writing, utilizing the substitution request forms provided in the project manual. We also request that the Contractor identify the benefit to the Owner by considering the substitution. Sometimes there is a cost or time savings which may benefit the project. If there is no real obvious benefit to the Owner, the request will not be considered. Prior to accepting a request, we will formalize an opinion to the Owner outlining our position and recommendation. The Owner will ultimately accept or reject the request. If accepted, the necessary project documentation acknowledging the change will be issued to the Contractor.
- 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?
PARTNERS believes that clear, open and ongoing communication is the single most important factor in achieving a successful project. We will assign a Senior Project Manager to each project whom will remain on the project through its entire duration (from the project startup through owner occupancy). This allows us to ensure that consistency is maintained throughout the project. We feel that the more consistency that we can bring to a project, the more successful the project will be. Our Senior Project Manager will be responsible for maintaining all project correspondence (meeting agendas, meeting minutes, project memos, design documents, project documentation schedules, etc.) as well as be responsible for coordinating the efforts of all team members (including State contracted consultants - if any) and to ensure that the project milestones are being achieved. Our Senior Project Manager will be the main point of contact for the State and thus will attend all necessary project meetings. In addition to the Senior Project Manager, we will also assign a Principal in Charge of the project whom will also remain involved throughout the entire project duration. The Principal in Charge will attend many (if not all) of the necessary project meetings and thus serve as a backup to the Senior Project Manager. Both the

Senior Project Manager and the Principal in Charge are accessible to the State at a moment's notice – they are reachable at the office, on their mobile phones or even at their homes.

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.

PARTNERS has developed a consistent and well established method for estimating construction costs prior to bidding. This method includes a cost estimate at each step of the design process and includes such information as is available at that time. An informed assumption is made for information that is not yet available at the time of the estimate so all items are represented. We then utilize construction industry data, as well as our own historical data, for cost trending that establishes our sequence of cost estimates. Our process has remained a true prediction of project costs and is summarized as follows:

- Conceptual Budget Analysis

A thorough analysis of program material, including detailed discussions of space and functional programs, quality levels, value analysis strategies, site conditions (including soils, utilities, drainage conditions and requirements, roads and parking requirements, etc.), and construction environment.

- Conceptual Cost Estimates

We will work early in the conceptual design phase to develop preliminary cost estimates and provide life cycle cost analyses of major systems to assist in the evaluation of various options. These options will be reviewed and discussed with the Owner team in detail with the goal of defining an acceptable project program and overall budget. We will assist the you in the prioritization of needs to best fit your established goals and budget.

- Schematic Cost Analysis

We prepare a detailed cost estimate based on the final schematic design documents. An outline specification is prepared as well which highlights major project compenents and building systems. The Team tracks costs and, as the project progresses, brings in various systems vendors to provide information not covered by the documents to complete a comprehensive schematic cost estimate.

- Design Development Cost Estimate

Cost information from all disciplines continues to be coordinated by the Team and is used to update the schematic budget. Interviews of vendors, fabricators, contractors, and subcontractors, during this stage, help establish costs for wall systems, mechanical systems, roofing, finishes, structural frame, site work, utilities systems, etc. These costs are used to update the overall information to further tighten the cost estimate. As selections are made and the design is advanced, the budget will continue to be refined to quantify the impact of design decisions and ensure compliance with overall project objectives. Design / Program options are also evaluated & estimated during the Design Development Cost Estimate. Final program decesions will be made with this information

- Construction Documents

At a point when construction documents are 75% complete, the Team will prepare a final cost estimate. This will serve as a final check, enabling last minute adjustments without impacting project timetables.

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

PARTNERS considers cost control to be one of the most crucial aspects of project success. As such, we have developed an accurate and dependable method of cost control which has repeatedly proven successful on numerous completed projects. PARTNERS' method involves an effort that is a constant stream of thought by the entire project team, beginning at the onset of the project and continuing through the construction period. The PARTNERS Team leads this effort as well as works in a collaborative effort with construction industry leaders, manufacturers and trades people, as well as the prime contractor during the construction phase, to ensure an accurate budget tool for maximizing benefits for our clients and fiscal responsibility.

Immediately upon project startup, PARTNERS will prepare a conceptual budget and an analysis of the budget will be conducted. Through detailed discussions, research and comparison to similar projects, we will build a database of relevant cost information. This includes Client input, our consultants and our own experience regarding quality levels, functional and performance requirements, specific site conditions, unusual construction circumstances, and the current cost environment. The preliminary budget and scope may need to be adjusted and this should occur as early as possible to ensure alignment with the State's expectation.

Once the preliminary budget and scope are in agreement, PARTNERS will sit down with the DTMB and associated State Agency's key representatives to evaluate the needs for the project and thoroughly define the scope of work. This discussion will also include prioritization of the needs and the identification of the desired quality level of materials. The resulting detailed information will provide a basis for the project program, space and functional relationships, handling of site conditions and further value analysis strategies. The project scope and budget should be adhered to closely, with a measured balance between give and take to maintain budget and the desired outcome.

A continuous estimation of the project construction cost needs to be developed and maintained. The PARTNERS estimation method is well tested through several years of experience and has integral benchmarks with checks and balances at each important design process phase. This estimation method is further explained in the previous question #5.9. At each benchmark or important revisions to the budget or project design are discussed with the client to ensure an open line of communication. PARTNERS listens to the Clients needs and helps to shape the project in a way that achieves the goals established by the Client as well as finds real value and implementing cost savings ideas.

Value engineering may be required to bring a project back within budget. The PARTNERS team will review the areas of estimated budget overruns and evaluate other systems, designs or materials to provide the same quality but resulting in a better value for the State. This approach may require a life cycle cost workshop whereby the Team analyzes numerous options for specific building systems as required to bring the project back within budget.

PARTNERS knows that the best conceived design and project scope that is ill-communicated to the construction team can still create an unsuccessful project. That is why PARTNERS strives for an excellent documentation and specification package and to continuously improve our method. We view the construction documents as an essential “set of instructions” used for the purposes of competitive bidding and implementing the desired improvements. We understand that these “instructions” must be thorough, easy to understand, and well coordinated. With all three of these aspects provided, there is very little room for project scope questions or contractor confusion. Our documents clearly communicate the project’s scope of work and our project management approach ensures that the State’s program requirements and project objectives will be achieved. Our documentation process is rigorous and is concluded by our PARTNERS’ Quality Control review which is briefly described in question #5.1.

PARTNERS believes there are five key components that contribute to minimizing the amount of change orders – Communication, Coordination, Leadership, Management, and Review. We provide effective project leadership and consistent project management throughout all aspects of each project. Effective project leadership supports the firm’s position to ensure the Clients best interests are being looked after. By leading each project and fostering open communication, our project managers understand the overall goals and objectives of each project and the responsibilities of each team member.

Finally, PARTNERS reviews all requests by the contracting entity for changes in the contract price. There may be necessary changes due to the project conditions which are valid cost changes. PARTNERS conducts a thorough review of these requests to ensure the procedures are correct, the scope of work is accurately defined and the cost is fair to the market value, as they should be.

- 5.11 What percentage of the PSC cost should be devoted to construction administration (office and field)?
It will vary on a project by project basis, but typically 22 -25% of the A/E fee will be devoted to our construction administration services.
- 5.12 What portion of the assigned work will be performed with your staff and what portion will be provided by sub-consultants?
On a typical project, we would anticipate that our firm would perform approximately 75% of the work and we would thus use outside consulting engineers to perform the balance of the work for a complete project.
- 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.)
Approximately 5 to 7 Days.
- 5.14 How do you assess whether a construction bidder is responsive and responsible?
We typically undergo a detailed post bid review process with the low two or three bidders. We evaluate and compare their proposed schedule of values of these bidders and review the overall project scope with them. We interview their proposed project manager, site superintendent and project cost estimator to determine if they clearly understand the project scope, schedule and project expectations. We contact the bidder’s recent references, bonding company and suppliers to determine the credibility of the company as well as their ability to perform the proposed scope

of work. Most of the projects that we handle are “public projects” and therefore we are accustomed to determining the “lowest responsible bidder”.

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

From the inception of our business, PARTNERS has emphasized the need to be good stewards of the environments we design with our clients. Our firm demonstrates sustainable design practices and environmental sensitivity as a normal course of business on every project we design.

Multiple staff members from the various disciplines of our Team have been trained and are LEED accredited professionals.

We regularly utilize LEED criteria to assist us in developing goals and strategies to accomplish sustainability in new and renovated facilities. We balance the multiple bottom-line of environmental, social and economic concerns in such facility elements as occupant wellness, productivity, life cycle costs, energy efficiency and budget. Sustainable building design requires an integrated architectural and engineering approach that considers the whole building and site as interrelated systems. The LEED system is based on a comprehensive set of criteria that can be used to measure the degree of compliance of any building design to an idealized set of sustainability principles.

5.16 Describe your experience with similar open-ended contracts.

We currently have an expiring open-ended contract with the State of Michigan and we also have current open-ended contracts with the City of Eastpointe, Fitzgerald Public Schools, the General Services Administration (GSA), Wayne State University, Hamtramck Public Schools, the Mount Clemens Housing Commission, Canton Township and the Canton Township Public Safety Department. We have held most of these for many, many years. These contracts result in multiple, diverse project commissions which vary in size and complexity each year. We typically average 3 – 5 projects each year, per contract. This year we have multiple project scopes including: accessible toilet room upgrades, office renovations, parking lot repairs, roof replacements, mechanical upgrades, carpet replacement, commercial kitchen renovations, exterior envelope improvements and interior building reconfiguration / renovations. Our team is adaptable, flexible and accustomed to working within these contract types.

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

We typically begin by gathering any existing building drawings or other documentation that may be available for the facility. We review these documents in detail and focus on the areas of the building that may / will be impacted by the proposed upgrades. These areas are field reviewed by our team of architects and engineers. We perform a detailed assessment of the existing conditions and take extreme care in photographing all areas of which we can gain access to. We will document equipment types and model numbers, sizes, etc. for the equipment that may be impacted as well. We also like to interview the facility maintenance staff and walk the facility with them to gain their perspective of the issues that they may have encountered with the systems or components in the past. We document this activity and use this information to improve the overall solution that we will bring forward.

- 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.
Water and waste water projects are designed to meet the regulation and permitting requirements under the Clean Water Act, part 399, part 41 and NPDES discharge Permit. Recommendation standards for both "Water Works and Wastewater Facilities project are through the Great Lakes – Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers.
- 5.19 Describe your approach to a construction contractor's request for additional compensation for a change in the project scope.
We represent the Owner's best interests at all times. We will fairly evaluate the contractor's request for additional compensation and request that a detailed labor and material breakdown be provided for our review. We also ask that a clear explanation be given with the request so we do not inadvertently overlook something that should be taken into account. Once all of this information is provided, we objectively review the request and formulate an opinion. Our opinion will be supported with facts supporting our assessment. We will thoroughly investigate the proposed costs (labor and material) to determine if the charges are "fair" and "consistent" with the type of work and conditions that are in place. Our assessment will result in three possibilities which are as follows: (1) we may determine that the submitted request is acceptable "as is" and recommend approval of the request; (2) we may determine that the proposed costs are "inflated" and request that they be reduced; (3) we may determine that the request is "unacceptable" and thus recommend rejection of the request.

III-2. COMPENSATION

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	<u>PARTNERS in Architecture, PLC</u>
Yearly Hourly Billing Rate Increase	<u>three percent (3%) annual rate increase</u>
Mark-up for Sub-Consultants (not to exceed 5%)	<u>five percent (5%)</u>
Mark-up for Reimbursables (not to exceed 5%)	<u>five percent (5%)</u>

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
Principal Architect **	\$140.00	\$144.20	\$148.53	\$152.98
Senior Project Manager **	\$115.00	\$118.45	\$122.00	\$125.66
Project Manager **	\$110.00	\$113.30	\$116.70	\$120.20
Senior Technical Architect	\$110.00	\$113.30	\$116.70	\$120.20
Project Architect **	\$98.00	\$100.94	\$103.97	\$107.09
Project Designer	\$88.00	\$90.64	\$93.36	\$96.16
Interior Designer	\$88.00	\$90.64	\$93.36	\$96.16
CAD Technician	\$75.00	\$77.25	\$79.57	\$81.95
Clerical	\$52.00	\$53.56	\$55.17	\$56.82
Landscape Architect	\$110.00	\$113.30	\$116.70	\$120.20

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

** Key Project Personnel

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

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

Firm Name Yearly Hourly Billing Rate Increase Mark-up for Sub-Consultants (not to exceed 5%) Mark-up for Reimbursables (not to exceed 5%)	Matrix Consulting Engineers, Inc.
	three percent (3%) annual rate increase
	five percent (5%)
	five percent (5%)

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
Principal / Senior Engineer **	\$159.00	\$163.77	\$168.68	\$173.74
Principal / Senior Technician**	\$159.00	\$163.77	\$168.68	\$173.74
Engineering Project Manager **	\$134.00	\$138.02	\$142.16	\$146.43
Lead Project Engineer **	\$116.00	\$119.48	\$123.06	\$126.76
Project Engineer	\$107.00	\$110.21	\$113.52	\$116.92
Design Engineer II	\$97.00	\$99.91	\$102.91	\$105.99
Design Engineer I	\$86.00	\$88.58	\$91.24	\$93.97
Designer IV	\$110.00	\$113.30	\$116.70	\$120.20
Designer III	\$92.00	\$94.76	\$97.60	\$100.53
Designer II	\$82.00	\$84.46	\$86.99	\$89.60
Designer I	\$67.00	\$69.01	\$71.08	\$73.21
CAD Operator II	\$60.00	\$61.80	\$63.65	\$65.56
CAD Operator	\$50.00	\$51.50	\$53.05	\$54.64
Clerical	\$48.00	\$49.44	\$50.92	\$52.45

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

** Key Project Personnel

POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

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

Firm Name	<u>IMEG Corp.</u>
Yearly Hourly Billing Rate Increase	<u>three percent (3%) annual rate increase</u>
Mark-up for Sub-Consultants (not to exceed 5%)	<u>five percent (5%)</u>
Mark-up for Reimbursables (not to exceed 5%)	<u>five percent (5%)</u>

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
Project Executive **	\$230.00	\$236.90	\$244.01	\$251.33
Senior Engineer / Technical Specialist	\$215.00	\$221.45	\$228.09	\$234.94
Senior Engineer **	\$160.00	\$164.80	\$169.74	\$174.84
Project Engineer II	\$150.00	\$154.50	\$159.14	\$163.91
Project Engineer	\$130.00	\$133.90	\$137.92	\$142.05
Senior Designer	\$150.00	\$154.50	\$159.14	\$163.91
Designer III	\$115.00	\$118.45	\$122.00	\$125.66
Designer II	\$110.00	\$113.30	\$116.70	\$120.20
Designer	\$105.00	\$108.15	\$111.39	\$114.74
Administrative Assistant	\$80.00	\$82.40	\$84.87	\$87.42

*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):

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

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

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

Bidder shall also indicate one of the following:

- Bidder qualifies as a Michigan business (provide zip code: 48043)
- 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: PARTNERS IN ARCHITECTURE, PLC

NICHOLAS A. MALONE

Authorized Agent Name (print or type)

4-21-2011

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.



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 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:

PARTNERS IN ARCHITECTURE, PLC

Michael A. Malone

Authorized Agent Name (print or type)

[Signature]

4.21.2021

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)

SELECT HIGH COST CITY LIST

TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES

Effective October 1, 2020

Michigan Select Cities/Counties

<u>Cities</u>	<u>Counties</u>
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	All of Grand Traverse, Oakland and Wayne

Out of State Select Cities/Counties

<u>State</u>	<u>City/County</u>	<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 Edwards AFB), Eureka, Arcata, Mckinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Maryland	Counties of Montgomery & Prince Georges, Baltimore City, Ocean City
		Massachusetts	Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
		Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
		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, Suffolk County, Tarrytown, White Plains, New Rochelle
Connecticut	Bridgeport, Danbury	Ohio	Cincinnati
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia)	Pennsylvania	Bucks County, Pittsburgh
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Rhode Island	Bristol, Jamestown/Middletown/Newport (Newport County) Providence
Georgia	Jekyll Island, Brunswick	Texas	Austin, Dallas, Houston, L.B. Johnson Space Center
Idaho	Sun Valley, Ketchum	Utah	Park City (Summit County)
Illinois	Chicago (Cook and Lake counties)	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
Kentucky	Kenton	Virginia	Alexandria, Falls Church, Fairfax
Louisiana	New Orleans	Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

APPENDIX 5

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Meadowbrook Insurance Agency 26255 American Drive Southfield MI 48034	CONTACT NAME: Ann Starking PHONE (A/C, No, Ext): 248-204-8213 FAX (A/C, No): E-MAIL ADDRESS: ann.starking@meadowbrook.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Citizens Insurance Co.</td> <td>31534</td> </tr> <tr> <td>INSURER B : Gemini Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C : Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizens Insurance Co.	31534	INSURER B : Gemini Insurance Company		INSURER C : Massachusetts Bay Insurance Company	22306	INSURER D :		INSURER E :		INSURER F :
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INSURER C : Massachusetts Bay Insurance Company	22306													
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Partners in Architecture, PLC 65 Market St, Ste 200 Mount Clemens MI 48043	PARTINA-01													

COVERAGES

CERTIFICATE NUMBER: 529751669

REVISION NUMBER:

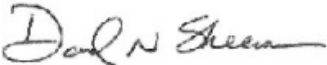
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ODHH182135-02	2/15/2021	2/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ODHH182135-02	2/15/2021	2/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ODHH182135-02	2/15/2021	2/15/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W2HH182141	2/15/2021	2/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			HPMDP00245	2/15/2021	2/15/2022	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Indefinite-Scope, Indefinite Delivery Contract #00893, Department of Technology, Management and Budget, State Facilities Administration, Design Construction Division; Professional Architectural and Engineering Indefinite-Scope, Indefinite Delivery Contract (ISID) for minor projects -The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are additional insureds per written contract with respect to the general liability. They are also additional insureds under the auto liability if they become liable for the conduct of the named insured. The general liability and auto liability are primary & non-contributory. The umbrella excess follows the form of the primary insurance. A Waiver of Subrogation applies under the workers compensation.

CERTIFICATE HOLDER**CANCELLATION**

State of Michigan Department of Technology, Management & Budget 3111 W. St Joseph Street Lansing MI 48909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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APPENDIX 6

FEDERAL PROVISIONS ADDENDUM

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

FEDERAL PROVISIONS ADDENDUM

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

1. Equal Employment Opportunity

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

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

FEDERAL PROVISIONS ADDENDUM

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

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

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

FEDERAL PROVISIONS ADDENDUM

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

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

2. Davis-Bacon Act (Prevailing Wage)

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

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.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-

FEDERAL PROVISIONS ADDENDUM

Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

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

4. Contract Work Hours and Safety Standards Act

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

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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

FEDERAL PROVISIONS ADDENDUM

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

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

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

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

FEDERAL PROVISIONS ADDENDUM

Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

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

7. Debarment and Suspension

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

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

FEDERAL PROVISIONS ADDENDUM

throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

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

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

10. Additional FEMA Contract Provisions.

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

- a. **Access to Records.** The following access to records requirements apply to this contract:
 - i. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of

FEDERAL PROVISIONS ADDENDUM

- 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, **enter contractor name here**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date