



**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
This contract authorizes the professional services contractor to provide professional services.  
(Authority: Public Act 431 of 1984, as amended)

**CONTRACT FOR PROFESSIONAL SERVICES: Indefinite Scope – Indefinite Delivery**  
**Billing Rate – Not to Exceed**

THIS CONTRACT, authorized this 16<sup>th</sup> day of April in the year two-thousand and twenty-one (2021), by the Director, Department of Technology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, 3111 West St. Joseph Street, Lansing, Michigan, hereinafter called the Department, and

SmithGroup, Inc.  
201 Depot Street 2nd Flr  
Ann Arbor, MI 481044

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. 00897**

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:**

SmithGroup  
Firm Name  
**Tom Mroz** Digitally signed by Tom Mroz  
Date: 2021.05.03 11:33:26  
-04'00'  
Signature  
Senior Vice President  
Title

SIGMA Vendor Number  
5/3/2021  
Date

**FOR THE STATE OF MICHIGAN:**

  
Director, DTMB, State Facilities Administration

5/4/2021  
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.

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

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

## **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](mailto: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](mailto:hallt2@michigan.gov)

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

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



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

**REQUEST FOR PROPOSAL**  
**ADDENDUM NO. 1**

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

TO: 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**



MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

# 2021 ISID GENERAL PROFESSIONAL DESIGN SERVICES

SMITHGROUP

March 11, 2021



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March 11, 2021

RE: DTMB 2021 ISID - General Professional Design Services

## ANNE WATROS

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

Dear Ms. Watros and Members of the Selection Committee,

We are pleased to submit our qualifications for consideration to provide design and engineering services for the 2021 Indefinite-Scope Indefinite-Delivery services contract. SmithGroup is a nationally recognized firm with expertise in urban planning and design, landscape architecture, civil engineering, and architectural services. Our team draws from the full capabilities of our organization, bringing together the most experienced and talented professional matched to individual project needs. Our approach is based upon the fundamental principles of understanding opportunities and constraints developing a creative, responsive program, and integrating hands-on client involvement in finding optimal solutions.

At SmithGroup, we believe that...

- Excellence is best achieved through collaboration of diverse perspectives.
- Passionate creativity improves the quality of life.
- We have an obligation to contribute to our communities.
- We are responsible to future generations for the environments we create.
- The only way to serve our clients and one another is with integrity.

Our submittal includes examples of our wide-ranging experience focused on parks, open spaces, shorelines and community places, highlighting our ability to help client's realize their goals and objectives. These projects demonstrate our qualifications to provide landscape architecture, civil engineering, and site surveying services for projects involving bridges, fish passage structures, land planning, marine work, stormwater management, and trail design and development.

SmithGroup's working relationship with the Department of Technology, Management, and Budget goes back many years and includes projects such as the Oden State Fish Hatchery and Milliken State Park's master plan.

We look forward to continuing our long standing relationship with your organization. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



**Bob Doyle, PLA, ASLA**

Principal-in-Charge | Senior Landscape Architect  
734.669.2695 | Bob.Doyle@smithgroup.com

## SECTION 1

# UNDERSTANDING OF PROJECT & TASKS





# EXPERIENCE WITH OPEN-ENDED CONTRACTS



The unpredictable flow of work on task-order contracts is often a concern for owners. Based on our past experience with IDIQ/ISID contracts, we have developed procedures that have proven successful in providing quality service and work products in a timely manner on multiple, simultaneous projects. We have a simple organizational structure and strong project management and quality management programs that have proven successful in assigning responsibilities, delegating authority, and communicating to meet critical requirements.

SmithGroup's Ann Arbor office has managed several ISID contracts for a variety of client types and project work. While each agency/organization varies their procedures for procurement (requirements of competitive cost proposals from multiple pre-qualified firms versus sole-source cost proposals), our internal ISID contract organizational structures allow for prompt responses to the clients providing them with a well, thought-out scope of services and schedule that

will meet the client's objectives. Whether the project is a single task that involves a single discipline or a single or multiple task with multiple disciplines, our multidisciplinary ISID teams are staffed with experts who can work together on a mid-size or larger project or can manage a smaller-sized project.

With a successful track record on over 45 open-ended contracts, SmithGroup brings many advantages to the DTMB, including:

- Proven management experience and success in delivering ISID and other multi-task contracts for a range of federal and private sector clients.
- Capability and established track record in delivering projects throughout the region, the United States, and the world.
- Capacity to accomplish multiple task orders simultaneously. With 1,200 personnel nationwide, we can successfully support this contract's needs.

Below is a brief list of some of our relevant ISID contracts with task order projects varying in size and complexity:

**ANN ARBOR PARKS AND RECREATION ARCHITECTURE, LANDSCAPE ARCHITECTURE, AND ENGINEERING SERVICES IDIQ, 2-YEAR TERM, 2012-2014; 2021-2023**

- Master plan and phase 1 implementation
- 5-acre park concept to anchor a proposed greenway

**BUFFALO SEWER AUTHORITY GREEN INFRASTRUCTURE**

**CLEVELAND METROPARKS ON-CALL DESIGN SERVICES, 2021**

**DEARBORN DOWNTOWN IDIQ, 2021-2023**

**GREAT LAKES COASTAL AND NEARSHORE HABITAT ENGINEERING & DESIGN, 2021-ONGOING**

- Wetland Rehabilitation and Connectivity in Sawmill Cove, Sodus Bay in Lake Ontario, New York. This project will restore and enhance wetland connectivity, fish passage, and marsh bird habitat within the 42 acres of Lake Ontario embayment wetlands.
- Tiff Nature Preserve Aquatic Habitat Restoration and Connectivity in Lake Erie, New York. Restoration of 300 acres of degraded habitat restoration along the eastern Lake Erie basin.

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION REDEVELOPMENT READY COMMUNITIES PROGRAM, 2014-ONGOING**

- Advising on the MEDC RRC program, a certification program that audits community's plans, codes and procedures.
- We have worked with over 30 communities to help them apply best practices for downtown, corridor and comprehensive plans; zoning ordinances and form-based codes; economic development; site prioritization and redevelopment; training programs; and development review process evaluations and recommendations.

**ST. CLAIR COUNTY PARKS & RECREATION IDIQ FOR LANDSCAPE ARCHITECTURE AND CIVIL ENGINEERING, 2021-2023**

**VETERANS ADMINISTRATION, NATIONAL CEMETERY ADMINISTRATION A/E SERVICES FOR ALL VA NATIONAL CEMETERIES, 5-YEAR TERM, 2006-2010; 2011-2016**

- 85 task orders at 38 national cemeteries
- Planning, schematic design, design documents, construction documents, and construction period services for existing, expansion, and new national cemeteries

In addition, although not an ISID contract, SmithGroup has been working with the Metroparks Toledo since 2010 to help them grow and strengthen their park system's legacy. The work has included 18 different planning, design, and implementation projects at 6 of their metroparks.

Included below is a chart demonstrating concurrent Multi-Task Order Nationwide Contracts that SmithGroup has maintained over the past 15 years.

### IDIQ CONTRACT EXPERIENCE – LAST 15 YEARS

CLIENT	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
ARCHITECT OF THE CAPITOL			30 TASK ORDERS												
DISTRICT OF COLUMBIA COURTS															9
ENVIRONMENTAL PROTECTION AGENCY								25 TASK ORDERS							
FEDERAL BUREAU OF INVESTIGATION							10 TASK ORDERS								
GENERAL SERVICES ADMINISTRATION INTERIORS IDIQ											18 TASK ORDERS				
INTERNAL REVENUE SERVICE	120 TASK ORDERS														
MICROSOFT CORPORATION			35 TASK ORDERS												
NATIONAL ARCHIVES & RECORDS ADMIN	42 TASK ORDERS														
NATIONAL INSTITUTES OF HEALTH											10 TASK ORDERS				
NATIONAL PARK SERVICE	12 TASK ORDERS							9 TASK ORDERS							
SMITHSONIAN INSTITUTION	18					16 TASK ORDERS									
SOCIAL SECURITY ADMINISTRATION	487 TASK ORDERS														
US ARMY CORPS OF ENGINEERS	26 TASK ORDERS														
US DEPARTMENT OF STATE			65 TASK ORDERS												
US DEPARTMENT OF VETERANS AFFAIRS	16 TASK ORDERS														
VA NATIONAL CEMETERIES			35 TASK ORDERS					39 TASK ORDERS							

### EXPERIENCE WITH STATE OF MICHIGAN AGENCIES

SmithGroup has extensive experience and working relationships with a variety of state agencies in Michigan. With the planning, design, and implementation of projects including corridor studies, master plans, wetland mitigation design, streetscapes, fish hatcheries, marinas, state parks, strategic plans, environmental impact statements, heritage route plans, trails, and stream relocations, SmithGroup

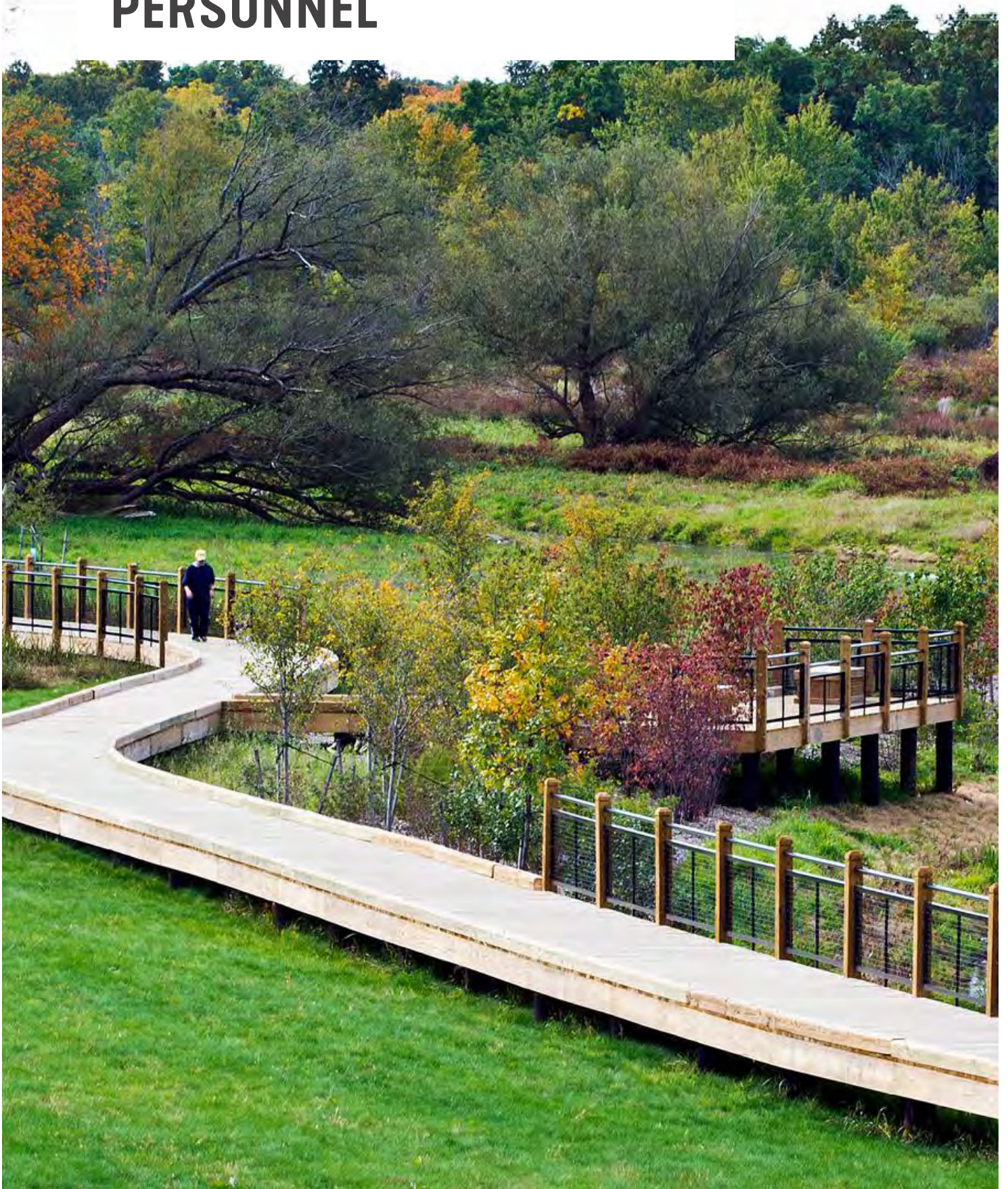
has demonstrated experience in the successful planning and execution of maintenance, alteration, and construction projects in full accordance with all applicable Local, State, and Federal regulations, consistent with the schedule and budget, accurately and with efficient interaction with State of Michigan client agencies and the DTMB Design and Construction Division.



## SECTION 2

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# PERSONNEL

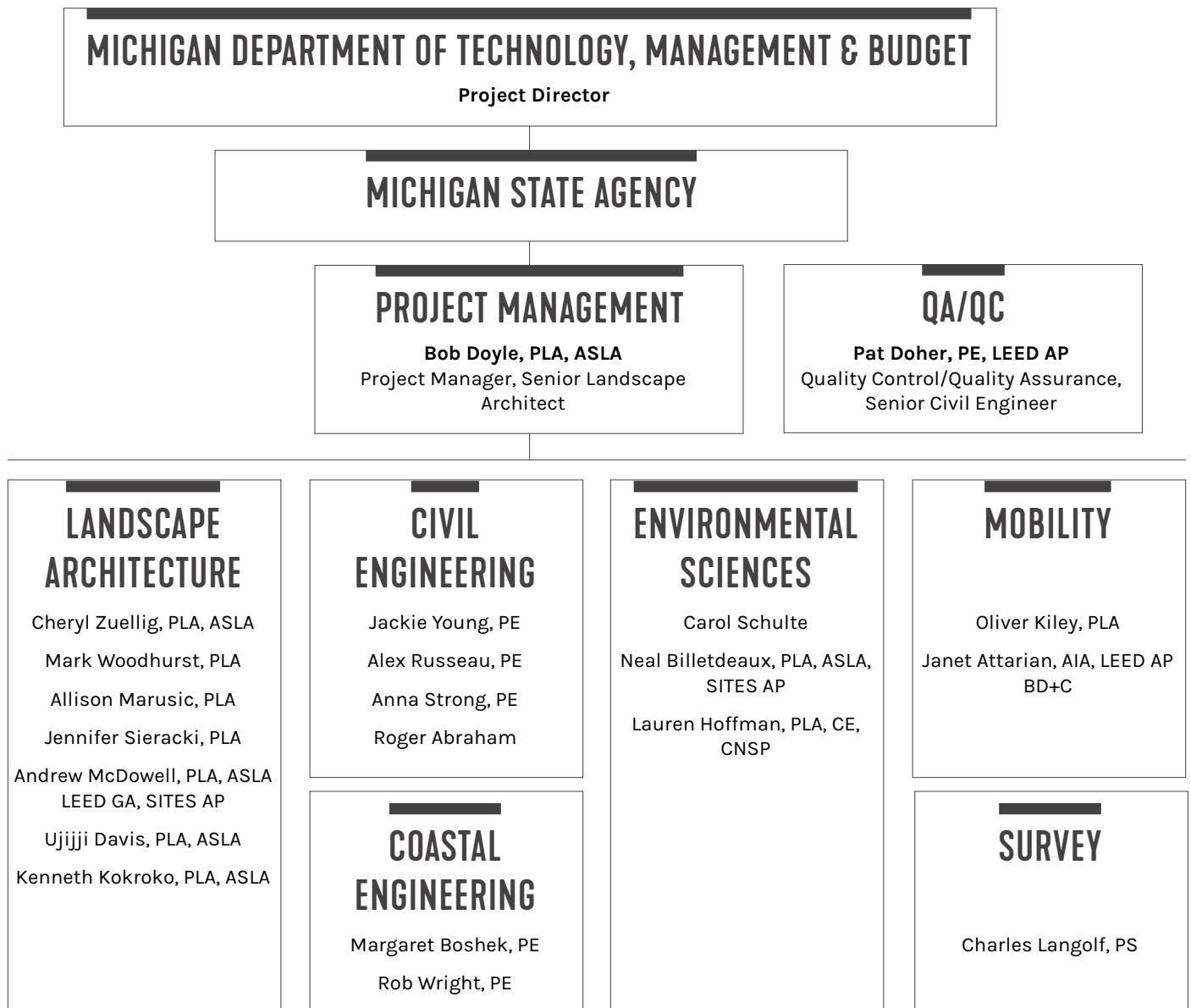




# TEAM ORGANIZATION

SmithGroup has assigned the following multi-disciplinary team of landscape architects, civil engineers, surveyors, and environmental specialists to complete the range of project assignments carried out under the DTMB's ISID contract.

Key personnel are identified below and their resumes are included. The organizational chart below outlines authority and communication lines for SmithGroup, the State Agency and the DTMB.



## PROJECT MANAGER, SENIOR LANDSCAPE ARCHITECT

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### BOB DOYLE

PLA, ASLA



With over 30 years of professional experience, Bob has managed and designed projects for parks and recreation, campus planning and improvements, community planning and urban design, brownfield redevelopment, and waterfronts. His broad knowledge and skill base, coupled with his talents as a community facilitator, give him the ability to successfully move complex, multifaceted projects from initial planning through implementation.

- William G. Milliken State Park & Harbor Master Plan, Multi-Use Trail Extension, Lowlands Park, Master Plan Update, Detroit, MI
- Port Huron Shoreline Stabilization & Habitat Restoration, Port Huron, MI
- Downtown Streetscape Redevelopment Study Phases, 1-3, Midland, MI
- Village of Lexington, Master Plan Update, Lexington, MI
- Fifth Avenue & Detroit Street Streetscape, Ann Arbor, MI

## QUALITY CONTROL/QUALITY ASSURANCE, SENIOR CIVIL ENGINEER

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### PATRICK DOHER

PE, LEED AP



Pat has extensive experience managing large-scale urban design, waterfront, and civil engineering projects that involve river and lakefront development, public and private development, recreational facilities, parks, corporate and college campuses, and residential communities. He successfully works with clients from the concept phase, through permitting, to implementation and completion of construction. Pat often serves as the principal-in-charge and project manager for many largescale projects.

- Detroit East Riverwalk, Detroit, MI
- William G. Milliken State Park and Harbor, Detroit, MI
- Detroit Riverwalk Riverfront Towers Parcel, Detroit, MI
- Dequindre Cut Greenway, Detroit, MI
- Chicago Park District Northerly Island Framework Plan, Chicago, IL
- Navy Pier Marina Revitalization, Chicago, IL
- South Bend Riverfront Parks and Trails Master Plan, South Bend, IN



## SENIOR LANDSCAPE ARCHITECT

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# CHERYL ZUELLIG

PLA, ASLA



Cheryl works with communities and multiple stakeholder groups to develop sustainable solutions that benefit the economy, improve the environment, and enhance the quality of life for residents and visitors. Cheryl has over 30 years of experience in the planning, urban design, and project management of community, recreational, and commercial projects. Cheryl has the ability to understand client objectives and effectively translate creative ideas into reality.

- Gallup Park Universal Access Playground & Site Improvements, Ann Arbor, MI
- Middlegrounds Metropark, Toledo, OH
- Leslie Science & Nature Center, Master Plan & Phase I Implementation, Ann Arbor, MI
- Dequindre Cut Greenway, Detroit, MI
- Toledo East Riverfront Glass City Metropark, Toledo, OH
- Toledo Nautical Mile Conceptual Design Plan, Toledo, OH
- Warren City Center, Warren, MI

## LANDSCAPE ARCHITECT

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# MARK WOODHURST

PLA



As a landscape architect Mark has experience with a broad range of project types and scales, including design for streetscapes, campuses, parks and open spaces. With a keen interest in the detailing and implementation of built landscapes, he has technical experience with construction documents, construction administration and observation, schematic designs, site assessments, hand and Photoshop renderings, and cost estimating.

- City of Dearborn North & South Streetscapes, Dearborn, MI
- Jackson County Fairgrounds, Jackson, MI
- Wayne State University Rec Field, Detroit, MI
- MDOT M-5 Streetscape, Detroit, MI
- Chicago Park District, Jackie Robinson Park, Chicago, IL
- Chicago Park District, La Villita Park, Chicago, IL
- AT&T Performing Arts Center, Dallas, TX

## LANDSCAPE ARCHITECT

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# ALLISON MARUSIC

PLA



Allison brings a wide range of planning, design and construction of institutional, workplace, cultural and urban landscape architecture projects. Throughout her varied portfolio of work, Allison maintains a commitment to placemaking, sustainability, and operational and economic efficiency. Allison is especially adept at collaborating with owners, stakeholders, contractors and design teams to bring complex projects to life.

- Detroit Riverfront Conservancy, May Creek Study, Detroit, MI
- Toledo East Riverfront Glass City Metropark & Nautical Mile, Toledo, OH
- Belle Isle Boathouse Assessment & Strategic Plan, Detroit, MI
- Treeline Trail Phase I Alignment Study, Ann Arbor, MI
- Cumberland Park, Nashville, TN\*
- Public Square, Nashville, TN\*
- Gaillard Center Arts Precinct, Charleston SC\*

*\* Experience Prior to SmithGroup*

## LANDSCAPE ARCHITECT

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# JENNIFER SIERACKI

PLA



Jennifer has over 15 years of landscape architecture and planning experience in both the public and private sectors. Her comprehensive skills range from master land planning and suitability analysis to government review submittals and construction document preparation. Jennifer effectively manages several projects while contributing her expertise in presentation graphics, report composition and CAD documentation to the project teams.

- Joe Louis Greenway Framework Plan, Detroit, MI
- Toledo East Riverfront Glass City Metropark, Toledo, OH
- Little Caesars Arena Plazas, Detroit, MI
- Jackson County Fairgrounds, Jackson, MI
- Fifth Avenue & Detroit Streetscape, Ann Arbor, MI
- South University Streetscape, Ann Arbor, MI
- Edsel & Eleanor Ford House, Visitor Center & Administration Building, Grosse Pointe, MI

## LANDSCAPE ARCHITECT

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# ANDREW MCDOWELL

PLA, ASLA, LEED GA, SITES AP



Andrew has nearly ten years of experience as a designer and technical team leader on projects oriented towards green infrastructure, ecological restoration/mitigation, alternative stormwater management, and landscape architectural improvements. He is skilled in design development, construction drawings, native planting plans, and construction management. Andrew's specific area of interest is creative problem solving with an emphasis on water and natural systems.

- Belle Isle Lake Okonoka Restoration, Trail Master Plan & Iron Belle Trailhead, Detroit, MI
- Dossin Great Lakes Museum Site Improvements, Detroit, MI
- Eastern Market, Market Garden Site Plan, Detroit, MI
- Sacred Heart Church, Green Stormwater Infrastructure, Detroit, MI
- St. Clair County Coastal Wetland, Port Huron, MI
- Toledo East Riverfront Glass City Metropark & Nautical Mile, Toledo, OH

## LANDSCAPE ARCHITECT

---

# UJIJJI DAVIS

PLA, ASLA



Ujijji focuses on Detroit-based design and planning efforts including landscape and urban design, master planning, and strategic implementation. She is driven by a passion for authentic community engagement and research as foundational to successful design. Her research includes topics on anti-gentrification, environmentalism and the African-American experience, and the relationship between arts and the economic success of cities.

- Milliken State Park Master Plan Update, Detroit, MI
- Joe Louis Greenway Framework Plan, Detroit, MI
- City of Detroit, Campau Banglatown Neighborhood Planning, Detroit, MI
- South Bend Riverfront Parks and Trails Master Plan, South Bend, IN
- Midland Riverfront Park Area 2, Midland, MI
- City of Toledo Strategy Framework Plan Exploratory Assessment, Toledo, OH

## LANDSCAPE ARCHITECT

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# KENNETH KOKROKO

PLA, ASLA



Kenneth is a landscape architect with experience leading the conceptual design process through document preparation for a variety of projects types. His academic and research background in anthropology, environmental science, and community development brings a fresh, holistic perspective to his design approach. Through his work in community-based and applied anthropology projects, Kenneth became passionate about connecting people with landscape as a means to solve ecological and social issues.

- Milliken State Park Master Plan Update, Detroit, MI
- Joe Louis Greenway Framework Plan, Detroit, MI
- Connecting The Rouge Framework Plan, Wayne County, MI
- City of Detroit, Campau Banglatown Neighborhood Planning, Detroit, MI
- Fitz Forward Strategic Implementation Plan, Detroit, MI
- MEDC Redevelopment Ready Communities Community Planning, Various Locations, MI

## CIVIL ENGINEER

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# JACKIE YOUNG

PE



Jackie has 10 years of experience providing civil engineering and planning services for an assortment of projects ranging from community and parks and recreation to academic and corporate campuses. She has a specialty in the design of small structures such as retaining walls and custom hand rails, as well as utility systems, streetscape/roadway improvements, and stormwater management systems. Jackie is also highly proficient in AutoCAD/Civil 3D.

- Fifth Avenue & Detroit Streetscape, Ann Arbor, MI
- Gallup Park Universal Access Playground & Site Improvements, Ann Arbor, MI
- 1001 Woodward Avenue Ground Floor & Plaza Improvements, Detroit, MI
- Little Caesars Arena Plazas, Detroit, MI
- Midtown Loop Greenway, Detroit, MI
- Dearborn Streetscapes, Dearborn, MI
- Middlegrounds Metropark, Toledo, OH
- Toledo East Riverfront Glass City Metropark, Toledo, OH

## CIVIL ENGINEER

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# ALEX RUSSEAU

PE



Alex's professional experience includes civil engineering and planning for an assortment of projects ranging from educational and transportation projects to campus and waterfront planning. Alex's experience includes the design of roadways, utility systems, parks and recreation, stormwater management and property development, while providing computer skills in AutoCAD and Civil 3D.

- Joe Louis Greenway Framework Plan, Detroit, MI
- Joseph Campau Greenway, Detroit, MI
- Midtown Loop Greenway, Detroit, MI
- Islandview Greater Villages Urban Design Neighborhood Revitalization, Detroit, MI
- Dearborn Streetscapes, Dearborn, MI
- Port Huron Shoreline Stabilization & Habitat Restoration, Port Huron, MI
- South University Streetscape, Ann Arbor, MI
- Toledo East Riverfront Glass City Metropark, Toledo, OH

## CIVIL ENGINEER

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# ANNA STRONG

PE



Anna's experience in civil engineering includes an assortment of projects ranging from urban design, parks and recreation to academic and corporate campuses. With a broad understanding of site and urban design to complement her technical expertise, she integrates innovative approaches to stormwater management and green infrastructure, and is a collaborative member of each project team.

- Milliken State Park Master Plan Update, Detroit, MI
- Joe Louis Greenway Framework Plan, Detroit, MI
- Huron River Watershed Council Flood Dam Canoe-Kayak Facilities, Dexter, MI
- Dossin Great Lakes Museum Site Improvements, Detroit, MI
- South Bend Seitz Park, South Bend, IN
- Edsel & Eleanor Ford House, Visitor Center & Administration Building, Grosse Pointe, MI

## CIVIL ENGINEERING SUPPORT

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# ROGER ABRAHAM



Roger is a lead civil engineering and CAD technician, and serves as project manager for many large-scaled projects. His background includes road and street layout, utility layout and design, earthwork balances, grading and drainage plans, as well as planning, organizing and drafting plans for sizeable projects. He is proficient with AutoCAD, MicroStation, EaglePoint Software, and other computer graphics applications.

- Milliken State Park Master Plan Update, Detroit, MI
- William G. Milliken State Park and Harbor Master Plan and Trail, Detroit, MI
- Detroit Riverwalk, Detroit, MI
- Belle Isle Blue Heron Lagoon Habitat Restoration, Detroit, MI
- Black Lagoon Restoration, Trenton, MI
- Middlegrounds Metropark, Toledo, OH
- Midtown Loop Greenway, Detroit, MI
- Mill Creek Park, Dexter, MI
- Huron River Watershed Council (HRWC) Canoe/Kayak Landings, Ann Arbor, MI

## COASTAL ENGINEER

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# MARGARET BOSHEK

PE



Margaret has over 13 years of national and international experience in the coastal engineering and design field. Her professional experience covers a myriad of coastal and ocean related topics including shoreline stabilization, brownfield rehabilitation, ice engineering, flood defense, coastal management, permitting, port planning and terminal design, mooring layout and loading, harbor tranquility, damage forensics, risk analysis and management, and resort operations.

- Ashland City Dock Repair, Ashland, WI
- Ashland Ore Dock Park, Ashland, WI
- Saxon Harbor Upland Marina, Saxon, WI
- South Bend Seitz Park, South Bend, IN
- Toledo East Riverfront Glass City Metropark, Toledo, OH
- Sugar Island Habitat Restoration, Trenton, MI
- Euclid Waterfront Plan, Euclid, OH
- Caesar Creek Marina, Warren County, OH
- Milwaukee County South Shore Park Beach, Milwaukee, WI



## WATERFRONT ENGINEER

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# ROB WRIGHT

## PE



Rob has over 24 years of experience with municipal, heavy-civil, and waterfront projects. His experience includes engineering design and project management on a variety of diverse, multi-disciplinary, and complex projects. The projects include feasibility studies, inspections, civil and waterfront engineering design, construction document preparation, stormwater management and modeling, contract administration, field assessments and client coordination.

- Ashland Ore Dock Park, Ashland, WI
- Illinois Beach State Park Restoration, Zion, IL
- Edgewater Marina Rehabilitation, Cleveland, OH
- Euclid Waterfront Plan, Euclid, OH
- Caesar Creek Marina, Warren County, OH
- Sister Bay Waterfront District Master Plan, Sister Bay, WI
- Milwaukee County South Shore Park Beach, Milwaukee, WI
- Milwaukee South Shore Park, Milwaukee, WI

## SENIOR ENVIRONMENTAL SPECIALIST, HORTICULTURIST

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# CAROL MACZKO SCHULTE



Carol's extensive horticultural knowledge in native ecosystems and the role they play in the built environment gives her the unique capability of being an expert in both natural and planted landscapes. She is an expert in compiling dozens of successful native seed mixes; restoring wetlands, prairies, and forested areas; eradicating invasive species; and specifying and locating healthy plant materials.

- Belle Isle Lake Okonoka, Blue Heron Lagoon Natural Area Restoration, South Fishing Pier Habitat Restoration, Detroit, MI
- Blue Water River Walk, Port Huron, MI
- Canton Township Parks Tree Management Program, Canton Township, MI
- Toledo East Riverfront Glass City Metropark, Toledo, OH
- Elizabeth Park Northpointe Riverwalk, Trenton, MI
- Gilkey Creek Relocation & Restoration, Flint, MI

## ENVIRONMENTAL RESOURCES SPECIALIST, LANDSCAPE ARCHITECT

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# NEAL BILLETDEAUX

PLA, ASLA, SITES AP



Neal's strong background in ecology gives him a unique understanding of how environmental issues play an important role in today's planning projects. He has worked on projects ranging from habitat restoration of terrestrial and aquatic ecosystems to site planning and design at multiple scales with an emphasis on ecosystem and stormwater management.

- William G. Milliken State Park & Harbor, Detroit, MI
- Detroit East Riverwalk, Detroit, MI
- Belle Isle Trail Lake Okonoka Picnic Area, Trail Master Plan And Iron Belle Trailhead, Detroit, MI
- Joe Louis Greenway Framework Plan, Detroit, MI
- Dequindre Cut Greenway, Detroit, MI
- Downtown Streetscape First, Ashley & Williams Streets, Ann Arbor, MI
- Cleveland Lakefront Master Plan, Cleveland, OH

## ECOLOGIST

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# LAUREN HOFFMAN

PLA, CE, CNSP



Lauren brings a wealth of experience assessing and enhancing natural resources through design. She has worked on projects ranging from urban centers and state parks, to forests, Great Lakes shorelines, and brownfield sites. Lauren has developed creative solutions for issues surrounding water quality, accessibility, recreation, parking, circulation, education, and contamination.

- Joe Louis Greenway Framework Plan, Detroit, MI
- Midtown Detroit Art Center Community Garden Relocation, Detroit, MI
- Lower Rouge River Trail Extension, Canton, MI
- Rossford Waterfront Park & Marina Improvements Framework Plan, Rossford, OH
- Chandler Park Ecological Stormwater Master Plan, Detroit, MI\*
- The Nature Conservancy, Green Infrastructure Analysis, Detroit, MI

\* Experience Prior to SmithGroup



## STREET DESIGN, LANDSCAPE ARCHITECT

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# OLIVER KILEY

PLA



With over 10 years of experience as a landscape architect, Oliver practices at the intersection of community planning, green infrastructure, mobility/street design, and public engagement – all in complex urban environments. He excels at working across scales and in bridging the gap between deep planning-level study and physical implementation, with a special emphasis on urban mobility and greenway projects.

- William G. Milliken State Park & Harbor Master Plan & Trail, Detroit, MI
- Joe Louis Greenway Framework Plan, Detroit, MI
- Downtown Streetscape First, Ashley & Williams Streets, Ann Arbor, MI
- Fifth Avenue & Detroit Streetscape, Ann Arbor, MI
- St. Clair County Trails Strategy & Action Plan, St. Clair County, MI
- Middlegrounds Metropark, Toledo, OH

## MOBILITY SPECIALIST

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# JANET ATTARIAN

AIA, LEED AP BD+C



Janet has over 20 years of experience in creating beautiful, livable cities with a focus on neighborhood placemaking, transportation, and sustainable design. In her leadership role as the Senior Mobility Strategist in the Detroit Urban Design Studio, as well as working with the Urban Design Studios nationally, she will be helping craft SmithGroup's vision for smart, sustainable urban places across a wide spectrum of environments.

- Joe Louis Greenway Framework Plan, Detroit, MI
- DTE Energy Development & Streetscape, Detroit, MI
- Pittsburgh Downtown Mobility Plan, Pittsburgh, PA
- Strategic Plan For Transportation, Detroit, MI\*
- Kercheval Streetscape, Detroit, MI\*
- City Of Detroit, East Side Protected Bicycle Network, Detroit, MI\*

\* Experience Prior to SmithGroup

# CHARLES LANGOLF

PS

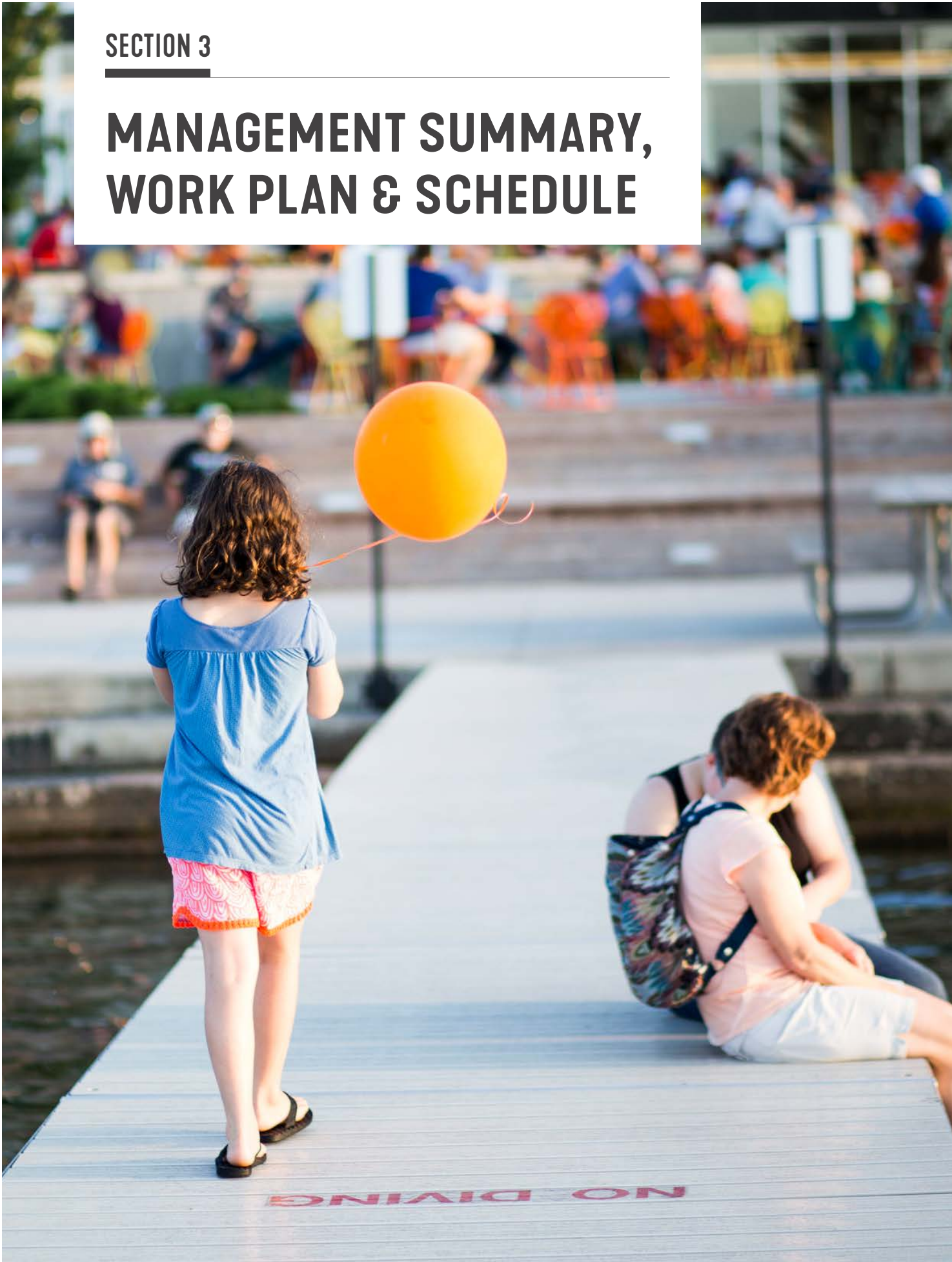


Charlie's 24 years of surveying experience includes ALTA/NSPS Land Title, boundary, construction layout, geodetic control, hydrographic surveys, right-of-way, and topographic surveys. Charlie is responsible for project planning, field coordination, boundary computations and quality oversight on all survey matters. As a licensed surveyor in the State of Michigan, Charlie oversees a variety of project scales in various locations.

- Midtown Loop Greenway, Detroit, MI
- Dearborn Streetscapes, Dearborn, MI
- Belle Isle Lake Okonoka Restoration, Topographic Mapping, Detroit, MI
- Downtown Streetscape First, Ashley & Williams Streets, Ann Arbor, MI
- Fifth Avenue & Detroit Streetscape, Ann Arbor, MI
- Toledo East Riverfront Glass City Metropark, Toledo, OH

**SECTION 3**

**MANAGEMENT SUMMARY,  
WORK PLAN & SCHEDULE**



# PROCESS

As previously explained in Section 1: Understanding of Project and Tasks, SmithGroup is very familiar with the seven phases of work outlined in the DTMB's Contract For Professional Services: Infinite Scope-Indefinite Delivery (Agreement). We also understand, based on working on past projects with the DTMB, that services requested under this ISID contract may range in scope from one to multiple phases.

Regardless of whether SmithGroup is engaged to provide services for one or multiple phases on a project, we will adhere to the following process:

## CONTRACT EXECUTION

Prior to signing the contract, SmithGroup will ensure that all critical project deliverables are documented in detail by phase and task. We have found that the standard language identified in each Agreement under each phase contains boilerplate language and descriptions of tasks that are not always applicable or are redundant between phases. The scope of services developed by SmithGroup will be clearly described and presented to the project director in draft format prior to formal execution. The draft will focus on the elimination of non-applicable tasks and identify actual deliverables to be included under each phase.

## WORK PLAN AND SCHEDULE DEVELOPMENT

The project work plan is a project-specific approach and detailed schedule pertaining to all required phases, tasks, and project deliverables. The work plan includes a detailed description of all deliverables by phase and task, the duration of time to complete each task and develop each deliverable (presented in total hours for staff members per phase and per task), and critical milestone/deliverable dates.

## STAFF ASSIGNMENTS

Staff assignments are generally determined in the following two ways:

### HOLISTIC DESIGN

Our approach to holistic design is based on the premise that great design requires collaboration with an integrated, multidisciplinary team approach to problem solving. For work performed under this ISID, SmithGroup has identified key individuals who generally play a leadership role within the following disciplines: civil engineering, landscape architecture, environmental science, economic feasibility, survey, and mechanical engineering.

### MENTORING

SmithGroup also makes staff assignments as part of our mentorship program. By encouraging the teaming of senior leadership and junior staff to maximize and enhance learning experiences, junior staff are afforded the greatest opportunities for professional development, and project budgets benefit due to a balance of higher and lower billing rates. Under the program, senior leadership work closely with junior staff to ensure project goals and deliverables are provided of the highest quality. Assignments of senior and junior staff are also based on matching the individual's skill sets and career goals with project deliverables.

## **DTMB COORDINATION**

SmithGroup's Project Manager will work closely with the DTMB project director to ensure all deliverables are provided in accordance with the approved design schedule. Milestone meeting/presentations with the project director are generally required at the end or beginning of each phase and serve as an excellent forum for advancing the project. Meetings with the project director are typically attended by the project manager and one or more key staff members depending upon the deliverables being presented, project budget, and meeting location.

## **QUALITY ASSURANCE DESIGN REVIEWS (QA)**

SmithGroup has developed a multidisciplinary quality assurance program that includes project reviews at critical milestones and a design manual that outlines standards to ensure that thorough and complete deliverables are provided. We take quality assurance seriously and all project managers are mandated to comply with the QA program at the end of phases 1 through 5 prior to submission of documents to DTMB. Under this program, civil engineering, landscape architecture, and environmental science deliverables are reviewed by the quality assurance team for completeness and accuracy. The project manager retains responsibility for ensuring that timely reviews are completed.

## **CONSTRUCTION ADMINISTRATION**

Because SmithGroup firmly believes that contractors typically provide their most experienced staff to overview their contract for construction, our field inspectors must possess similar credentials. While it is understood that DTMB typically provides the day-to-day inspections, SmithGroup will periodically visit the site to review the work at critical milestones, review job mock-ups, prepare substantial completion inspections, and provide additional construction administration services as requested by the project director. We do not just utilize one staff person to perform this work; instead, we focus on utilizing the key team members representing each of the project disciplines to accomplish this work. The project manager maintains the overall coordination responsibility between the inspection team and the project director. Filed reports are issued as soon as possible following the inspection but no later than one week after-wards.

Office services during construction fall under the responsibility of the SmithGroup project manager who is responsible for coordination among the design team for reviews of submittals, shop drawings, pay requests, RFIs, bulletins and change orders, and other related office services.



**SECTION 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: SmithGroup, Inc.  
 Address: 201 Depot Street, Second Floor, Ann Arbor, MI 48104  
 Telephone and Fax: T: 734.662.4457; F: 734.662.0779  
 Website: [www.smithgroup.com](http://www.smithgroup.com) E-Mail: [bob.doyle@smithgroup.com](mailto:bob.doyle@smithgroup.com)  
 SIGMA Vendor ID: 38-1045840

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: Other SmithGroup offices that may perform work include our Detroit, MI and Madison, WI offices

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)? SmithGroup, 201 Depot, Second Floor, Ann Arbor, MI 48104

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include persons name, title, address, email and phone number. Thomas L. Mroz, Jr., Senior Vice President/Office Director, 201 Depot Street, Second Floor, Ann Arbor, MI 48104, [tom.mroz@smithgroup.com](mailto:tom.mroz@smithgroup.com), 734.669.2737

- 2. Check the appropriate status:

Individual firm     Association     Partnership     Corporation, or  Combination – Explain: [Click or tap here to enter text.](#)

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: Michigan, 1853

Include a brief history of the Professional’s firm:

SmithGroup is an award-winning, multi-national organization that employs research, data, advanced technologies, and design thinking to help clients solve their greatest challenges. Working across a network of 15 offices internationally, our team of 1,200 experts is committed to excellence in strategy, design, and delivery—giving rise to new and innovative processes and methodologies that are redefining the way we work as teams. Our specialists—from architects and urban designers, landscape architects, civil and coastal engineers, and beyond—develop beautiful, sustainable, future-focused solutions for urban environments, streetscape corridors, diverse workplaces, mixed-used developments, transportation plans and parks and open spaces.

- 3. Provide an organization chart depicting all personnel and their roles/responsibilities. Please refer to section 2

4. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. [Please refer to section 2](#)
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. [No](#)
6. Provide a four year rate schedule per position. [Please refer to section 5](#)

**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: Our firm (specifically our project team) has successfully performed several projects that involve the preparation of specification and construction administration that include the use of MICHSpec and DCSpec documents.

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

Yes  No

If yes, explain:

Our firm has completed numerous projects for the State of Michigan. Select recent projects at the William G. Milliken State Park include the State park and Harbor Master Plan and Implementation, Multi-Use Trail Extension, Lowlands Park and the Master Plan Update. We have also completed numerous projects on Belle Isle, including the Lake Okonoka Picnic Area, Topographic Mapping, and the Trail Master Plan. SmithGroup is also working with the State of Michigan and MDOT on the M-5 Streetscape in Detroit.

**ARTICLE 5: CAPACITY AND QUALITY**

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

SmithGroup is committed to the quality of our work. Each project's quality control plan is specifically grounded in the client's program, safety protocols, budget, and schedule requirements. The Quality Assurance/ Quality Control (QA/QC) process will take the form of documented, trackable and measurable metrics at each state of service. SmithGroup embraces a philosophy of continual improvement through a collaborative work environment with the right process and QA/QC tools empowering team members to uncover quality concerns in a constructive supportive environment that provides positive results. As such, SmithGroup has formalized its QA/QC to provide employees a procedural framework to follow for each project. The QA/QC process provides staff with the necessary resources to deliver high quality work products. Its purpose is to provide innovative, effective, and efficient processes and products by ensuring that SmithGroup's most experienced, creative, and capable staff are involved in every project within the firm. For SmithGroup, QA/QC requires the ability to see the big picture, including scope, schedule and budget – and proactively shape details that ultimately create a successful project. QA/QC is an integral and vital part of the SmithGroup team approach. Our QA/QC program begins at project conception to ensure technical and budget continuity throughout the life of the project.

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

Yes  No

If yes, explain:

SmithGroup, Inc., has engaged in the practice of architectural and engineering design profession continuously since 1853, designing thousands of facilities both domestically and internationally. In the past five (5) years, SmithGroup, Inc. has been a party or been involved in six (6) error and omissions claims or administrative actions. Four (4) of these matters involved third party personal injuries at facilities post-construction. SmithGroup has been dismissed from three of these matters, and SmithGroup is seeking dismissal from the remaining matter. Two (2) of these matters involve alleged errors and omissions. SmithGroup has been dismissed from one and is seeking dismissal from the other matter.

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.

We understand that both organizations will be our client – the State Agency will have established the project and scope of services and the DTMB Design and Construction Division will serve as the Contract Administrator with SmithGroup. We will collaborate with the State Agency and DTMB and will adhere to the

specific guidelines. DTMB's Design and Construction Division has specific guidelines and procedures for each design and construction phase, and we understand how to work within this framework of requirements. We will ensure that all deliverables are provided to the Project Director in the most efficient and professional manner. During construction, our field personnel will collaborate with DTMB and State Agency field personnel by attending progress meetings and working closely with the contractor and site inspection team.

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

Unless specifically permitted in the Bid Form and Instructions to Bidders, contractor's substitutions will not be considered during bidding. When permitted, SmithGroup will evaluate/consider substitutions as follows:

1. All substitution requests must be submitted at least 10 days in advance of the bid date on the appropriate forms
2. Bidders must provide a detailed analysis of said substitution along with all support information needed to justify that the substitution is equal to the specified product(s).
3. A detailed analysis of said substitution will be conducted by SmithGroup and a recommendation will be made to the Project Director whether to accept or reject said substitution.
4. If approved by the Project Director, SmithGroup will prepare an addendum outlining substitution requirements for distribution by the Project Director to all bidders to ensure bids are evaluated on equal terms.

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

If the contract for construction allows for substitutions after the bidding process, SmithGroup will evaluate/consider the substitution as follows:

1. For non-plant materials substitution requests, the contractor will be required to submit a Substitution Request Form and demonstrate that the product is equal to or better than the specified product.
2. A credit acceptable to DTMB will be requested from the contractor for the substitution. Extras will not be permitted for contractor-initiated substitutions.
3. A detailed analysis of said substitution will be conducted by SmithGroup and a recommendation will be made to the Project Director whether to accept or reject said substitution.
4. For projects where plant materials are specified, we generally encounter contractor-initiated substitution requests. In a majority of the instances, we are able to locate the plant materials for the contractor. If not available, we will provide an acceptable substitution that closely resembles the substituted plant.
5. The Project Director will be notified of said substitutions and the appropriate change order credit will be prepared.

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?

SmithGroup's Project Manager will serve as the primary point of contact with the DTMB and/or State Agency to ensure that all project needs are met and a line of communication is maintained in a consistent fashion between all project team members throughout the life of the project. All communications with the DTMB and/or State Agency will be documented by SmithGroup and distributed to DTMB, the State Agency, and others working on the project. We will provide all communication in digital and/or hard copies in a timely fashion to ensure information is exchanged without delay.

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.

SmithGroup tracks project costs throughout the design process, starting from initial programming, through construction administration. We also work closely with the client to establish and understand budget constraints, so that the design work can consistently reflect the budget. At the programming and concept design levels we rely on aggregated cost factors based on our own analysis of benchmark comparables, utilizing similar projects, sites and programs. As work moves into schematic design and through construction documents, we prepare detailed cost estimates that categorize and list specific cost items. Unit costs are assessed at every stage of the design process utilizing up-to-date bid tabulations we are finding for our own projects, as well as from industry sources. Post-bid analysis of the pricing received helps us to understand the cost structure of the bids and the contract, and construction changes are monitored carefully to manage the overall project budget.

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

Quality Assurance Reviews: SmithGroup has had in place for many years an independent QA program for all projects that are being designed for construction (item 5.1 above).

Unit Price Forms: During the bid period, we often include a unit prices schedule to ensure that the contractor's bulletin pricing can be controlled when additional services are required after the construction contract has been awarded. We find the unit prices submitted with the bid form is typically much lower than the pricing obtained after the contract is awarded.

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

For work on DTMB projects, SmithGroup does not use a percentage of the construction costs to determine what services are required during construction administration. We understand that in many instances DTMB will provide daily or near full-time site inspections with its own labor forces. Under this scenario, our fees for this work typically include the following services:

- Field: Field inspections once per week or twice per month, depending on the complexity of the project, and travel time as a reimbursable expense. We will attend pre-construction progress meetings and perform substantial completion inspections. Our fees also include time to prepare and issue site inspection reports.

- Office: We estimate actual labor hours required to review all submittals, answer RFI's, prepare two or three bulletins, complete management responsibilities with the Project Director and DTMB field personnel, and any other services identified in the work plan.

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

SmithGroup is a multi-disciplinary firm and for the scope of work that may fall under this ISID, we are not proposing any subconsultants. If necessary, geotechnical investigations may be the only work items that SmithGroup does not perform and there are numerous firms located in Michigan that we partner with that offer this service in a cost-effective manner. When we do utilize subconsultants, we pass their fees directly to the client without a mark-up. If a subconsultant ends up being required as part of the ISID, we will identify the most appropriate firm based on the scope of services, our past history working with them, and their location and ability to keep reimbursable expenses to a minimum. When we have selected the appropriate firm, we sign a work agreement that delineates the responsibilities of each firm and we request a quote for professional services without assigning percentages of the total fees.

- 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.)

No more than two weeks, less time if subconsultants are not required. One week to generate a full proposal, and one week to complete office scheduling to identify the most qualified available staff person for assignment to the project. SmithGroup conducts a Monday morning scheduling and office coordination meeting and at this time most assignments are delegated.

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

Responsive bidders pertain to the completeness and accuracy of their bids to ensure all aspects of the work are included in their bid. Before contract award, the two or three lowest bidders are interviewed and requested to provide supplemental information to support their bids. Most important is the preliminary schedule of values, including bid quantities that can be compared to SmithGroup's final Opinion of Probable Construction Costs. Through this process, we can determine if their bid is flawed and in the category of being non-responsive, which will help us avoid unwarranted claims during construction. Responsible bidders pertain to the contractor's and subcontractor's ability to execute the work in a manner that is consistent with the contract requirements and within the timelines established for the work. We verify responsiveness based on contractor's references, verification of current and recently resolved litigation, and the competency of listed subcontractors. We make every effort to identify the most qualified contractor that provides the best price for the work being performed. Following completion of our post-bid evaluations, a summary memorandum including our recommendations will be provided.

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

The responsible use and management of natural resources has been an integral part of our planning and design ethic from the very beginning. Our choices and decisions about the design, construction, and operation of a facility are based on the effects they would have on the natural environment and the people who work there. With this insight, we pursue design solutions that are aesthetically compelling and that minimize environmental impacts. We believe that the origins of great design and green design arise from an understanding of the local, natural, and cultural resources; this allows our designs to work in harmony with their context and climate. SmithGroup, in concert with our clients, recognizes the benefits of sustainable design because it is compatible with the same features that make for productive, healthy work environments: maximizing natural lighting and ventilation, designing for excellent indoor air quality, using natural materials, and protecting and enhancing the surrounding environment and creating opportunities for interaction with nature. SmithGroup is a national leader in sustainable design, evidenced by our number of LEED Certified and Registered projects, numerous LEED Platinum "firsts," and the many leadership positions we hold in organizations dedicated to protecting our environment.

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

SmithGroup will be completing a 4-year ISID contract with DTMB in June 2021. In addition, we have worked on a number of ISID's with both Federal and local agencies and have found the procedures under each to vary. The City of Ann Arbor and Washtenaw County Parks and Recreation commission does not sole source projects directly to a single company; they typically require cost proposals from more than one pre-qualified company and will base their invitation to quote the work based on their level of expertise compared to the scope of services to be performed. Our ISID's with the GSA, State Department, and Veteran's Administration have contract limits over the duration of the life of the ISID and cannot be exceeded without being renewed. Under these open-ended contracts, the fees are negotiated. Generally, we are accustomed to submitting competitive fee proposals for all our open-ended contracts with a brief narrative scope of services to qualify

the costs. We find that we also need to be in close contact with the contracting agency to ensure we are not excluded from possible assignments. We understand that we will need to establish professional relationships with each contracting agency.

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

For site information, we rely on as-built information provided by the client or we can conduct our own site investigations. We typically find that we are required to generate topographic and existing conditions surveys, and we provide this service in-house when requested. For smaller site projects, where existing conditions are not available or there is a tight budget that prohibits extensive investigations, or fees associated with survey, we generate our own base information relying on our vast array of computer technologies and staff to generate such information. Our most common source of existing information documentations is through Geographic Information Systems (GIS). SmithGroup has outstanding capabilities for organizing, analyzing, manipulating, and creating GIS data to strengthen the planning and design process. We utilize the industry-leading ESRI ArcGIS software, including ArcInfo, ArcView, and the additional analysis extensions Spatial Analyst, 3D Analyst, and Geostatistics Analyst. In addition, we routinely utilize Google Earth Pro for collecting, distributing, and visualizing GIS data or 3D models.

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.

The primary approach to development in these locations is to minimize resource impacts in the following areas:

- Critical Dunes: The Land and Water Management Division (LWMD) would be consulted at the onset of the project to determine the location of critical dunes. If present, regulatory requirements under Part 353 of PA 451 Part 323 of NREPA must be met.
- Coastal Zone Management Zones: Impacts to coastal wetlands such as grooming, cutting, filling, and development are regulated and permitted under Part 303 of PA 451.
- State Campgrounds: Development at campgrounds could result in impacts to a variety of resources, including threatened and endangered species, unique plant communities, soil compaction over plant root zones, inadequate soil erosion and sedimentation controls, wastewater disposal, floodplains and similar types of impacts. Many of these items are regulated by the LWMD and applicable permits will be obtained.
- Michigan Lakes and Rivers: The most applicable permits required when proposing impacts to and adjacent to lakes and rivers in Michigan are addressed under Part 301 of NREPA (Inland Lakes and Streams Permit), Section 10 of the Rivers and Harbors Act of 1899, and other potential applicable acts depending upon the nature of the work. A joint permit administered by the LWMD permit consolidation unit fulfills much of the permitting requirements through the MDEQ and U.S. Army Corps of Engineers under one application.

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

The first step is to evaluate the claim against the project contract and MICHSpec to determine if the additional compensation is warranted. When we find a request to be valid, or we anticipate changes to the work, we will issue a bulletin with a follow-up change order that identifies the extent and value of the work to be added to the contract. Out-of-contract work performed without a previously issued change order leaves the contractor vulnerable to non-payment. Conversely, it is important to react quickly to all contract changes to minimize additional costs associated with remobilization and down time for inactive periods that the work is delayed. There are typically three methods for arriving at additional compensation and should be clearly spelled out in the general conditions of the contract.

1. Unit Price adjustments based on unit pricing developed during the bidding process (preferred).



2. Detailed cost estimating, including breakdowns for all anticipated labor, materials, equipment, overhead and profit, and comparing these figures to industry standards. This is a typical method but can lead to excessive contractor mark-up and lengthy negotiation periods.
3. Time and materials (least preferred).

# RELEVANT EXPERIENCE



## PARKS AND OPEN SPACE

Public space is foundational to our shared community life and connection to place. From city parks to downtown plazas and streetscapes, community gardens and market spaces to neighborhood playgrounds and serene nature trails - many of our strongest personal memories and socially connective experiences are grounded in these communal spaces.

As passionate advocates for the role of parks and open space in our communities, SmithGroup's dedicated specialists fully embrace the challenges and responsibility of contemporary public space design and development. We know our clients are facing shrinking budgets, growing environmental challenges from climate change, and major shifts in community needs and priorities. Our multi-disciplinary teams integrate landscape architecture, community planning, engineering, architecture, and environmental science to help find solutions for enhanced public engagement, increased economic, wellness and environmental benefits, enhanced resilience, and more equitable access. Our belief in the power of holistically designed public space to help create more livable, cohesive communities informs every aspect of our process.

SmithGroup brings a depth of experience developed from years spent working on parks and open spaces projects. Our goal is to bring those experiences to work for you. Through long-term relationships, small projects and large, transformational initiatives we have partnered with clients and communities to enhance their park assets.



ATHLETICS & RECREATION



COMMUNITY & REGIONAL PARKS



GREEN INFRASTRUCTURE



GREENWAYS & TRAILS



INCLUSIVE ENGAGEMENT



MARINAS & COASTAL ENGINEERING



NATURAL SYSTEMS & HABITATS



PARK BUILDINGS & STRUCTURES



PLAY AREAS



SHORELINE PROTECTION

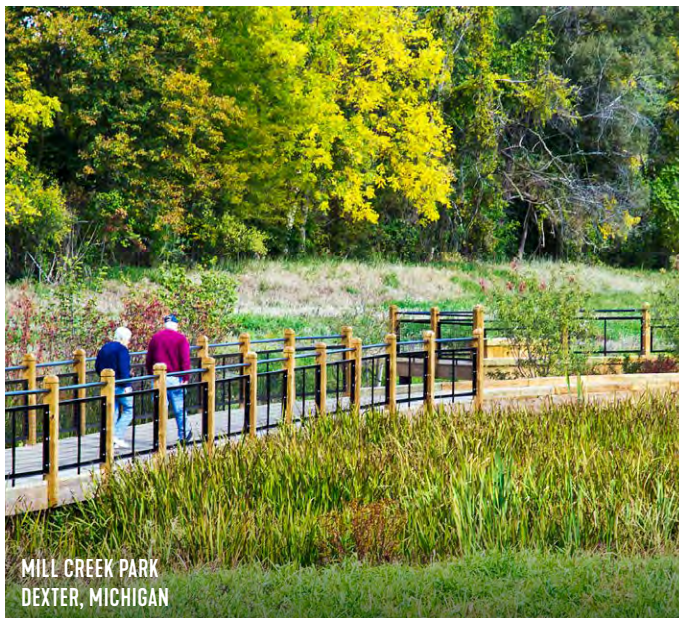


## COMMUNITY + REGIONAL PARKS

SmithGroup has been a leader in park design and recreation planning. Our experience has taken us across the nation and our clients have included national, state, regional, and cultural organizations. Our park and recreation planning approach is based upon the fundamental principles of understanding the opportunities and constraints presented by the site, developing a creative, responsive program, and inviting hands-on client involvement in finding the optimal “fit” between the program and the site.

### RELEVANT PROJECTS INCLUDE:

- Adado Riverfront Park, Lansing, Michigan
- Chicago Park District, District-Wide Playgrounds, Chicago, Illinois
- Gallup Park Rotary Playground, Ann Arbor, Michigan
- Mill Creek Park, Dexter, Michigan
- Pearson Metropark Playscape, Toledo, Michigan
- Riverside Park Master Plan, Detroit, Michigan
- South Bend Seitz Park, South Bend, Indiana
- Toledo East Riverfront Glass City Metropark, Toledo, Michigan
- St. Clair County Coastal Wetland Park, Port Huron, Michigan







## GREENWAYS + TRAILS

SmithGroup’s approach to greenway planning recognizes the special characteristics of each location—capitalizing on those attributes which contribute to the greenway’s feasibility while still respecting sensitive, natural, and unique qualities. By tailoring program uses and activities to fit the particular patterns and community needs, we achieve economies in construction, efficiencies in infrastructure, and beauty in the built environment.

### RELEVANT PROJECTS INCLUDE:

- Cuyahoga Greenways, Cleveland, Ohio
- Dequindre Cut, Detroit, Michigan
- Falling Waters Trail, Jackson, Michigan
- Joe Louis Greenway, Detroit, Michigan
- Lower Rouge River Recreation Trail and Footbridge, Canton Township, Michigan
- May Creek Greenway, Detroit, Michigan
- The Treeline: Allen Creek Urban Trail Master Plan, Ann Arbor, Michigan
- St. Clair County Trails Strategy and Action Plan, St. Clair County, Michigan
- Sylvania Bike Network Plan and River Trail, Sylvania, Ohio
- Wayne County Parks Connecting the Rouge Framework Plan, Wayne County, Michigan





# WATERFRONTS + SHORELINES

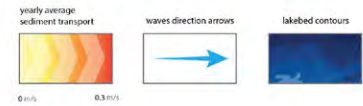
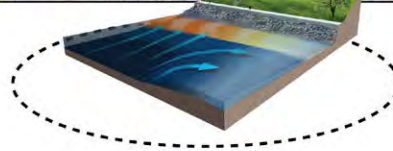
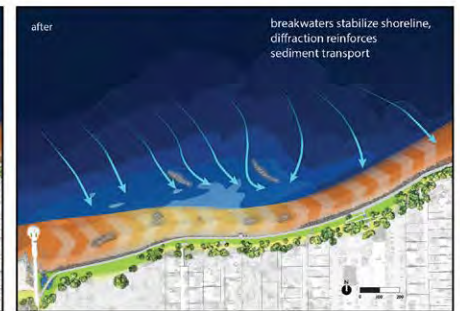
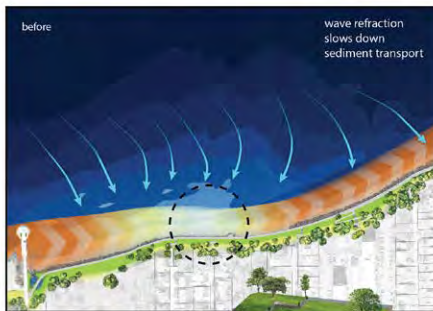
SmithGroup has a variety of expertise and range of experience in addressing shoreline erosion, expanding public waterfront access, forging public-private partnerships and bringing both visionary and highly technical, innovative solutions to reality. We have proven experience in helping our clients to prioritize waterfront investments, gain consensus and funding and implement incremental improvements that galvanize support and momentum. We are also tuned into the transformative power waterfront enhancements can have when approached through the lens of social justice and equity.

## RELEVANT PROJECTS INCLUDE:

- Euclid Waterfront Improvements Plan + Phase I, II Implementation, Euclid, Ohio
- Chicago Lake Michigan District Wide Assessment and Lakefront Improvements, Chicago, Illinois
- Port Huron Shoreline Stabilization, Port Huron, Michigan
- Cahoon Park Public Access, Bay Village, Ohio
- Bradstreet Landing Park, Rocky River, Ohio
- Detroit East Riverwalk, Detroit, Michigan
- Illinois Beach State Park Shoreline Restoration, Zion, Illinois



SHORELINE STABILIZATION & LONGSHORE SEDIMENT TRANSPORT IMPROVEMENT



EUCLID WATERFRONT IMPROVEMENTS PLAN + PHASE I, II IMPLEMENTATION  
EUCLID, OHIO



# WILLIAM G. MILLIKEN STATE PARK AND HARBOR & MASTER PLAN UPDATE



As the first urban park in Michigan (and the 97th park in the system), William G. Milliken State Park and Harbor provides a green oasis in the heart of downtown Detroit. Designed by SmithGroup, and made possible after the MDNR acquired the city-owned St. Aubin Park and Marina, the park provides Michigan’s 5 million residents access to the state’s many natural resource-based recreational opportunities and serves as a “gateway” experience to the rest of Michigan’s famous state parks.

SmithGroup worked with the MDNR on the development of the park concept, the refinement of the design and the multi-year implementation process. As the lead consulting firm, SmithGroup initiated the planning process and worked through many ideas that could begin to integrate the park’s mission with a very urban environment. The city was engaged in the process and multiple planning sessions as the park’s location and programming began to take shape and linkages were made to the river and Detroit’s rich tapestry of neighborhoods, historic features, greenways and destinations.

Milliken State Park and Harbor plays an increasingly important role as an immersive educational experience in the City’s cultural and natural landscape along the Detroit riverfront. The Master Plan seeks to capitalize on these assets by building on the park’s recreational, cultural, and environmental role in the region.

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## LOCATION

Detroit, Michigan

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## COMPLETION DATE

Phase 1: 2004

Phase 2: 2009

Master Plan Update: Ongoing

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## PROJECT TYPES + SERVICES OFFERED

Trail Design & Development; Land Planning; Stormwater Management & Drainage Plan; Landscape Architecture; Site Survey

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## CLIENT CONTACT

Vicki McGhee, Chief, Planning Section,  
517.335.7890, mcgheev1@michigan.gov



# DEQUINDRE CUT GREENWAY



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#### LOCATION

Detroit, Michigan

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#### SIZE

Phase 1: 1.5 miles

Phase 2: 0.75 mile

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#### COMPLETION DATE

Phase 1: 2009

Phase 2: 2016

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#### PROJECT TYPES + SERVICES OFFERED

Trail Design & Development; Landscape Architecture Land Planning; Stormwater Management & Drainage Plan; Site Survey

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#### CLIENT REFERENCE

Tom Woiwode, Director, 313.961.6675,  
twoiwode@cfsem.org

The Dequindre Cut is one of Detroit's most exciting pedestrian and bicycle transportation paths. Once an active rail line that provided cargo access to riverfront industries, this abandoned and neglected rail corridor was an overgrown and ominous canyon waiting for a role in the redevelopment of the city.

This new, urban greenway provides east side neighborhoods a direct, safe, and recreational connection to the Detroit River and East Riverwalk. It is an important link between the William G. Milliken State Park and Harbor at its southern end and the city's thriving and historic Eastern Market at its northern end. A key attraction of the Dequindre Cut is the vivid and changing display of urban graffiti and artwork that adorns the road overpass abutments and retaining walls.

SmithGroup's concept plans included site preparation and cleanup, vehicular and pedestrian access ramps, lighting, landscaping, a 20-foot-wide bituminous path, and signage over a two-mile segment.

A series of potential plaza concepts were designed at several locations along the trail segments, featuring amenities such as benches, bicycle racks, trail signage, trash receptacles, and recycling. Internationally recognized hip-hop graffiti artwork has been maintained as part of the neighborhood's culture. In all, the project provides opportunities for the revitalization of both the Dequindre Cut and its immediate neighborhood.

# JOE LOUIS GREENWAY FRAMEWORK PLAN

**YOU'RE INVITED!**  
Invitations & calendar @City/DET provided

**JOIN US FOR JOE LOUIS GREENWAY COLLABORATION & FEEDBACK SESSIONS**

**WALK & TALK**  
7th Street, Science & Connector  
Along JLG Greenway  
September 20th, 9-10am  
Food Resource & Engagement Center  
2636 Bagley St, Detroit

**PUBLIC PICNIC**  
Art, Culture & Community Identity  
September 27th, 9-10am  
Pineau Park  
4226 Rogina St, Detroit

**PANEL DISCUSSION**  
History of Economic Opportunity  
September 27th, 6-8pm  
Pineau Park  
1400 Oakman Blvd, Detroit

**COMMUNITY DINNER**  
What's Your JLG Story?  
Greenway Design, Food & Adventure  
September 28th, 6-8pm  
Second Ebenezer Church  
1407 Dequindre St, Detroit

The Joe Louis Greenway is a pathway that will unify Detroit's neighborhoods, people and parks. We are listening to residents to understand how they want the greenway to influence their neighborhood. What do you want the greenway to do for you?

LEARN MORE AT [joelouisgreenway.com](http://joelouisgreenway.com)

QUESTIONS OR COMMENT?  
Christina Peltier, Project Manager, City of Detroit ISID  
313.628.4318, [peltierc@detroitmi.gov](mailto:peltierc@detroitmi.gov)



## LOCATION

Detroit, Michigan

## COMPLETION DATE

Ongoing

## PROJECT TYPES + SERVICES OFFERED

Trail Design & Development; Landscape Architecture Land Planning; Stormwater Management & Drainage Plan; Site Survey

## CLIENT CONTACT

Christina Peltier, Joe Louis Greenway  
Project Manager, 313.628.4318,  
[peltierc@detroitmi.gov](mailto:peltierc@detroitmi.gov)

The Joe Louis Greenway is a comprehensive recreational path that will connect neighborhoods previously separated by freeways and discontinuous transit via new and existing pedestrian and bike paths, creating a total of 31.5 miles of accessible and connected pathways. Once complete, the Joe Louis Greenway will provide a fun, safe, and inspiring space for people of all abilities to walk, bike, run, and connect. It will encourage economic growth that celebrates local business owners and residents. The Joe Louis Greenway is an opportunity to bridge divides, strengthen our neighborhoods, empower Detroiters, and provide beautiful, restorative spaces for all.

Recognizing the profound impact that the Joe Louis Greenway will have on Detroit neighborhoods, community participation and authorship was at the core of the Framework Planning process. Each phase of the research and design process centered around outreach and workshop events that encouraged input, feedback, participation and design. These events were designed to be inclusive of all neighborhoods, while providing exciting activities and abundant opportunities for in-depth conversation and collaborative design amongst residents, project stakeholders, the City of Detroit and the design team. Each engagement session sought to uncover the hopes, dreams, questions, concerns and vision that residents have for the Joe Louis Greenway.



# MAY CREEK GREENWAY DESIGN & ENGINEERING



The May Creek Greenway creates a much-needed pedestrian connection from the Detroit Riverfront’s Ralph C. Wilson Jr. Centennial Park to the Southwest Detroit neighborhoods and communities, along with the Detroit Riverwalk. It will also serve as a leg of the larger Joe Louis Greenway when that comes online in the next few years. The Greenway will also align with the Joe Louis Greenway, with Phase 1 currently being led and designed by SmithGroup.

Phase one of the May Creek Greenway connects Jefferson Avenue with Bagley Street, running along the existing DRTP Rail line and creating an opportunity to link the greenway with the industrial roots of the City of Detroit. Overhead canopies, gateway signage, and other elements have been designed to help strengthen the relationship between the rail and the greenway. An overlook area near the Bagley Street connection will allow users to watch trains enter the historic tunnel to Canada and will serve as a resting place and community engagement greenspace at the intersection of Joe Louis Greenway and the May Creek Greenway systems.

The second phase of the May Creek Greenway will pick up at Bagley Street, pass by the renovated Michigan Central Station and end with connecting to the newly installed bike lanes along Michigan Avenue. The Greenway will also connect to Ford’s new Mobility & Innovation Center.

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## LOCATION

Detroit, Michigan

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## COMPLETION DATE

2020

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## PROJECT TYPES + SERVICES OFFERED

Trail Design & Development; Land Planning; Landscape Architecture; Site Survey

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## CLIENT REFERENCE

Mark Wallace, President & CEO,  
313.566.8200,  
mark.wallace@detroitriverfront.org

# DETROIT WEST RIVERFRONT RIVERSIDE PARK MASTER PLAN



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## LOCATION

Detroit Michigan

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## COMPLETION DATE

2018

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## PROJECT TYPES + SERVICES OFFERED

Recreation & Sports Facilities/Fields  
Landscape Architecture; Site Survey

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## CLIENT CONTACT

Tim Karl, PLA, Chief of Landscape  
Architecture, 313.224.3484,  
tkarl@detroitmi.gov

Riverside Park is situated on the Detroit River immediately adjacent to the Ambassador Bridge to Canada. The brownfield site was the previous location of the former Detroit News building and host to more than a century of industrial operations. The project occurred in tandem with a massive environmental clean-up, beginning with an overall Master Plan led by SmithGroup and the City of Detroit. The park was divided into multiple phases which included:

- The new Detroit Skate Park
- A new expansive dog park with dynamic enclosed areas for both large and small dogs including walking paths, seating, pet misting station, and a new plaza area providing parking and shelter with picnic tables
- New play equipment
- Athletic fields for soccer and softball and a basketball court
- Restroom facilities



# RIVERFRONT TOWERS RIVERWALK



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## LOCATION

Detroit, Michigan

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## COMPLETION DATE

2020

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## PROJECT TYPES + SERVICES OFFERED

Trail Design & Development; Land Planning; Bridges; Marina Work; Site Survey

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## CLIENT CONTACT

Mark Wallace, President & CEO,  
313.566.8200,  
mark.wallace@detroitriverfront.org

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SmithGroup was enlisted by the Detroit Riverfront Conservancy in fall of 2015 to study potential alternatives for a Riverwalk connection through three private parcels downriver of Joe Louis Arena. The nearly 2,000 lineal feet of riverwalk seeks to provide a continuous riverside experience along the Detroit River and serves as critical link to the future Ralph C. Wilson Jr. Centennial Park and destinations further west. Initial efforts to prepare routes for riverwalk transitioned into refined solutions, efforts to coordinate and build consensus with land owners, and supportive services (survey, easement exhibits) to the legal team crafting the easement agreements.

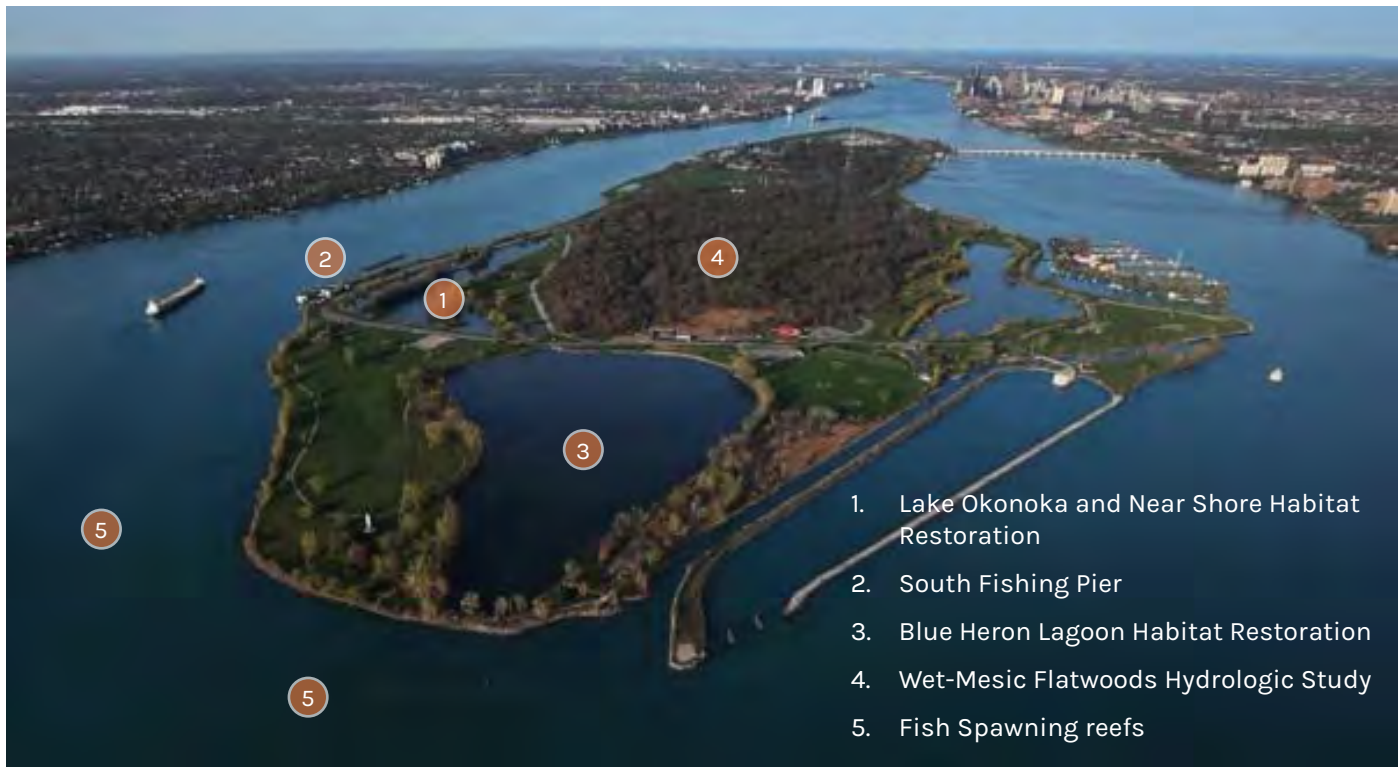
A solution, therefore, needed to thread through the existing marina. Additionally, concerns from residents included not impacting views to the river, potential trespass of proposed lighting, as well as safety and security for the marina and private property.

In response to the community, the design team worked to develop a pile-supported walk, offset from the existing river edge and capable of withstanding significant forces from yearly river ice floes. The railing was designed so as not to reduce the allowable 15' of walkway and features a horizontal cabling to maximize the transparency of the required guardrails. In addition, the supports for the railing house a custom lighting solution that provides safe environment without spill out of unwanted light.



# BELLE ISLE RESTORATION PROJECTS

LOCATION	COMPLETION DATE	PROJECT TYPES + SERVICES OFFERED	CLIENT REFERENCE
Detroit, Michigan	Ongoing	Marine Work; Bridges; Stormwater Management & Drainage Plans; Recreation & Sports Facilities/Fields; Fish Passage Structures; Landscape Architecture; Land Planning; Trail Design & Development, Site Survey	Sam Lovall, ASLA, 734.414.8834, sam.lovall@gmail.com



SmithGroup has been actively involved with habitat restoration activities on Belle Isle since 1990, completing numerous projects. Our longevity and exposure to Belle Isle continues through today with two current projects, Lake Okonoka Restoration and the Dossin Great Lakes Museum Site Improvements. SmithGroup’s long-standing experience allows us to offer a relevant perspective to Belle Isle’s unique opportunities and environment as well as a deep understanding of the river conditions within the area.

A multitude of government and non-government entities teamed together to oversee the successful development of each project. The range of experts in the partnership includes scientists, engineers, and academics, and researchers that have provided data collection and leadership in coordinating restoration efforts on Belle Isle with other efforts in the Detroit River and Great Lakes. Over \$7 million of funding has been invested by the Great Lakes Restoration Initiative. SmithGroup’s experience in planning, design, and implementation continues to guide the partners to restore habitat, highlight cultural resource, and introduce new recreational assets in the park.

# DOSSIN GREAT LAKES MUSEUM OUTDOOR IMPROVEMENTS



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**LOCATION**

Detroit, Michigan

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**SIZE**

3.55 acres

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**COMPLETION DATE**

Varies

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**PROJECT TYPES + SERVICES OFFERED**

Landscape Architecture; Marine Work;  
Parking + Paving

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**CLIENT REFERENCE**

Elana Rugh, President & CEO,  
313.833.5767,  
elana@detroithistorical.org



The site design evokes a powerful connection to the historic and strong mid-century modern architecture of the Dossin Great Lakes Museum. Along with providing visual access to the Detroit River, the new site design encourages physical access with a shallow sloped ramp down to the newly restored riverbank.

New outdoor event spaces were designed to allow visitors to celebrate and interact with this cultural landscape. A sculptural pergola with a nautical theme helps tie the entire project together.



# SACRED HEART CHURCH GREEN STORMWATER INFRASTRUCTURE



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**LOCATION**

Detroit, Michigan

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**COMPLETION DATE**

2019

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**PROJECT TYPES + SERVICES OFFERED**

Parking & Paving; Stormwater Management & Drainage Plans

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**CLIENT REFERENCE**

Valerie Strassberg, PE, Director of Urban Conservation,  
[valerie.strassberg@tnc.org](mailto:valerie.strassberg@tnc.org)

The Nature Conservancy (TNC) has been an international leader in the charge to “protect the lands and waters on which all life depends” for more than a century. The newly formed Detroit Urban Conservation Program is the latest development to continue their work in taking on “the planet’s biggest, most important challenges.” Their focus within TNC’s Michigan program is the development of a “comprehensive program of conservation activities in Detroit, Michigan including support for the implementation of a GSI program being developed by the City of Detroit. The project at Sacred Heart Church will serve as a demonstration project of how to successfully integrate green stormwater infrastructure in Detroit. The challenge for the design team was to produce an innovative, artistic design that could be achieved within the client’s goals and construction budget while strengthening the site’s functions and aesthetics (physical incentives), optimizing the drainage charge credit (financial incentive), and ensuring the maintenance requirements are less than the benefits yielded from the drainage credit.

# LOWER ROUGE RIVER RECREATION TRAIL AND FOOTBRIDGES



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## LOCATION

Canton Township, Michigan

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## SIZE

4.5 miles / 7 footbridges

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## COMPLETION DATE

Phase I: 2007; Phase 2: 2009; Phase 3: 2011; Phase 4: Ongoing

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## PROJECT TYPES + SERVICES OFFERED

Trail Design & Development; Bridges, Landscape Architecture; Site Survey

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## CLIENT REFERENCE

Brad Sharp, Parks and Facilities Manager, 734.394.5363, bsharp@canton-mi.org

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Designed and implemented as part of a phased statewide trail system plan, the 4.5 miles of new greenway serve as a critical linkage in the township to points of interest, township parks, and other connecting greenways both within the township and Downriver.

SmithGroup provided a variety of landscape architecture and engineering services to site the trail along existing utility right-of-ways and identify the most appropriate locations for seven pedestrian bridges. Designed by SmithGroup, the goal of the bridges and supporting bridge abutments, located in a highly unstable river environment, was to minimize impacts to the river, critical habitat (specimen trees), and wetlands.

Additional services included floodplain modeling, wetland delineation, tree surveys, streambank stabilization measures, overall trail wayfinding system, interpretive signage design, grant reporting, and permitting with the Michigan Department of Environmental Quality and Wayne County Parks.

SmithGroup played an instrumental role in all phases of design and construction, including the provision of design documents, construction documents, record drawings, and construction monitoring services.



# GALLUP PARK SITE IMPROVEMENTS, KAYAK LAUNCH & ROTARY PLAYGROUND



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**LOCATION**

Ann Arbor, Michigan

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**COMPLETION DATE**

2016

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**PROJECT TYPES • SERVICES OFFERED**

Landscape Architecture; Recreation & Sports Facilities/Fields; Marine Work

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**CLIENT REFERENCE**

Hillary Hanzel, 734.794.6230 ext. 42548, hhanzel@a2gov.org

A project through our IDIQ with Ann Arbor Parks & Recreation, the Gallup Park Rotary Playground creates a fantasy-inspired play experience that celebrates the Huron River and inspires discovery, imagination, and adventure in children to discover the natural systems, plants, and animals that abound in this flourishing ecosystem. Program elements include a new fishing dock, bicycle parking, picnic areas, sensory garden with raised plant beds, new play structures, and a kayak/canoe landing.



# HURON RIVER WATERSHED COUNCIL RIVERUP!



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**LOCATION**

Wayne and Washtenaw Counties,  
Michigan

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**SIZE**

Varies

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**COMPLETION DATE**

Varies

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**PROJECT TYPES + SERVICES OFFERED**

Marine Work; Parking & Paving; Land  
Planning; Trail Design & Development

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**CLIENT REFERENCE**

Elizabeth Riggs, Watershed Planner,  
734.769.5123, eriggs@hrwc.org

As part of the Huron River Watershed Council's (HRWC) RiverUp! program to create a vibrant, robust, and fully restored Huron River—a destination for residents and tourists alike—SmithGroup designed the first in a series of portages planned for the river.

The canoe and kayak facilities at the Superior Dam were designed to create access for boaters around navigable river obstructions. The landing at the dam is gravel with a boulder edge and dock, and the other landing is gravel with a stone edge. The 5-foot wide, aggregate path between the two is 150 yards long. Since this first facility, seven additional portages or access improvements were made along the Huron as part of RiverUp!

RiverUp! is part of a community movement to embrace and celebrate the assets of the Huron River for the benefit of local economies and residents, and conservation of our shared natural heritage. We cannot imagine Ann Arbor without a healthy, vital Huron River. Or Ypsilanti. Or Milford. We have the good fortune to live in splendid communities abundant with natural amenities—none more so than the Huron River.

# MILL CREEK PARK



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**LOCATION**

Dexter, Michigan

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**SIZE**

Phase I: 9 acres

Overall: 56 acres

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**COMPLETION DATE**

Master Plan: 2009

Phase I: 2012

Phase II: 2020

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**PROJECT TYPES + SERVICES OFFERED**

Trail Design & Development; Land Planning; Bridges; Recreation & Sports Facilities/Fields; Stormwater Management & Drainage Plans

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**CLIENT REFERENCE**

Courtney Nicholls, City Manager,  
34.426.8303, cnicholls@dextermi.gov

SmithGroup developed a recreational master plan for a new 56-acre linear park in downtown Dexter. The master plan was guided by embracing the ecological, recreation, and economic assets of the village's newly formed Mill Creek as a result of the removal of the Mill Pond dam and restoration of its formally inaccessible impoundment area.

Land and water-based, low-impact, passive recreation programming elements included non-motorized shared-use paths, boardwalks, water access, habitat enhancements, naturalized stormwater management area, and native landscapes with riparian buffers.

Critical to the design was the stabilization of Mill Creek, the largest tributary of the Huron River. Following dam removal, the creek was observed to be highly unstable and head cutting was resulting in large quantities of sediment being transported to the State designated scenic Huron river just downstream from the park. Working with a multi-disciplinary team of scientists, biologists, engineers, and landscape architects, SmithGroup facilitated the design and permitting process with the Michigan Department of Environmental Quality for one of the first post dam removal restoration projects in the State. SmithGroup played a critical role in developing design solutions that restored stability to the creek and halted sediment transport from the site.



# BLUE WATER RIVER WALK

<b>LOCATION</b> Port Huron, Michigan	<b>COMPLETION DATE</b> 2016	<b>PROJECT TYPES + SERVICES OFFERED</b> Marine Work; Fish Passage Structures; Land Planning; Trail Design & Development; Site Survey	<b>CLIENT REFERENCE</b> Randy Meiers, President and CEO, 810.984.4761, randy@stclairfoundation.org
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The Blue Water River Walk has played a key role in the revitalization of Port Huron’s urban waterfront, allowing residents and visitors to take advantage of new fishing access points, interpretive learning opportunities, outdoor classrooms and activity nodes.

Intermixed with the public recreational improvements were significant environmental enhancements including native landscape and aquatic habitat restoration and a new wetland park.

SmithGroup prepared a waterfront master plan to identify priority redevelopment opportunities, community infrastructure improvements, and linkages between downtown Port Huron and the waterfront.

A primary goal was to provide opportunities for the public to engage with the water—both physically and visually.

Shoreline restoration was completed and upland public amenities were constructed, which includes a non-motorized trail that links to regional trail networks and neighborhoods, increasing activity levels of residents and visitors. New overlooks, a fishing pier and the recently complete wetland park provide numerous spaces for the public to be exposed to and actively engage in the natural world. What once was seen as an industrial wasteland, now provides the residents of St. Clair County with a renewed sense of community pride.

# CONNECTING THE ROUGE FRAMEWORK PLAN



SmithGroup has been selected to complete the Connecting the Rouge Framework Plan. This regionally significant trail planning project aims to improve the existing Hines Park Trail by creating new connections to neighborhoods, downtowns, and other parks while simultaneously creating a more integrated bicycle network in Wayne County.

**LOCATION**

Dearborn, Michigan

**COMPLETION DATE**

2021 (estimated)

**PROJECT TYPES + SERVICES OFFERED**

Trail Design & Development; Land Planning; Bridges; Site Survey

**CLIENT REFERENCE**

Elizabeth Witkopf Iszler, Chief of Planning and Design,  
734.261.4312,  
eiszler@co.wayne.mi.us

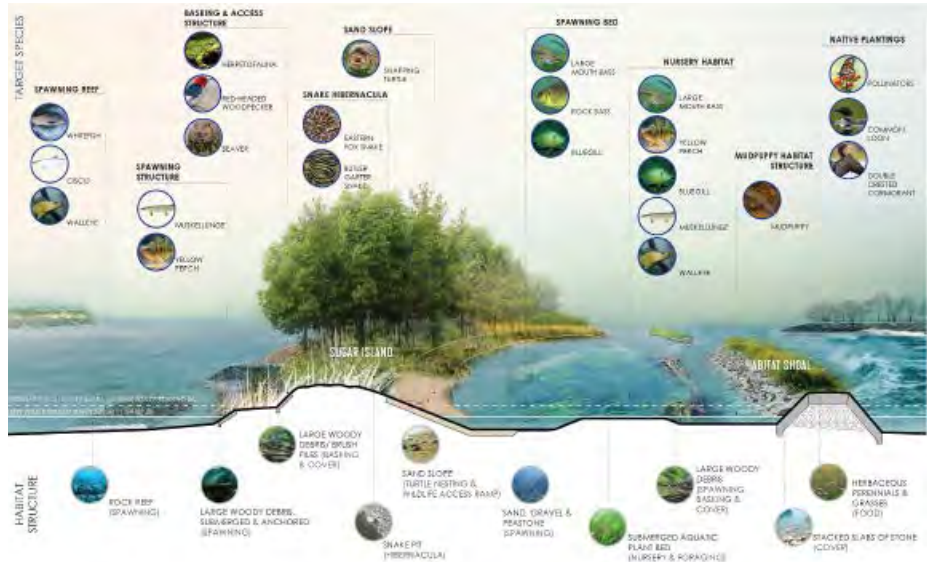
Wayne County Parks is spearheading this regional community planning effort to identify and create links between neighborhoods, communities, jobs, commercial areas and destinations through the Rouge River valley by utilizing trails. The project encompasses three distinct but connected project zones: (1) Hines Drive Corridor; (2) Lower Rouge Greenway; and (3) Rouge River Gateway Greenway.

Once developed, the Plan will build upon the continuing efforts of project partners and stakeholders to identify and prioritize projects in a greenway network that connects the region, allows residents to experience local art and culture and spurs economic development.

The SmithGroup Team has created a website to help residents learn more about the planning process and participate in materializing the vision for connecting the region: [www.connectingtherouge.org](http://www.connectingtherouge.org).



# SUGAR ISLAND HABITAT RESTORATION FEASIBILITY AND PRELIMINARY DESIGN



In 2012, Sugar Island was added to the Detroit River International Wildlife Refuge following over a century of neglect to its significant natural resources and habitats. Under the ownership of the Refuge, Sugar Island is now envisioned as a showcase for habitat conservation and restoration in the Detroit River System. Restoring wildlife populations, fish, and habitat on the island is a vital step to improve environmental and ecological health within the region. Funded by Great Lakes Restoration Initiative grant, SmithGroup led a feasibility and concept design effort for initial phase of work on the Island which will serve as a launching point for the critical transformation envisioned.

Working with Friends of the Detroit River, USFWS, and NOAA, SmithGroup documented and developed an understanding of the existing environmental framework surrounding Sugar Island, utilizing this data to determine a scientifically-based concept design that will greatly enhance fish and wildlife habitat within the Detroit River corridor while controlling shoreline erosion. During the course of the project, our team conducted extensive field investigations including fisheries, botanical, avian, and herpetological studies, as well as hydraulic and hydrodynamic modeling, to inform our design solutions and position the future of Sugar Island for successful transformation.

SmithGroup is currently developing the preliminary and final design and engineering.

**LOCATION**

Trenton, Michigan

**SIZE**

20 acres

**COMPLETION DATE**

2020

**PROJECT TYPES + SERVICES OFFERED**

Fish Passage Structures; Stormwater Management & Drainage Plans

**CLIENT REFERENCE**

Sam Lovall, ASLA, 734.414.8834, sam.lovall@gmail.com



# METROPARKS TOLEDO

## PARKS & OPEN SPACES

With a mission to locate a park within 5 miles of every resident in the Toledo region, SmithGroup has been collaborating with the Metroparks to bring that goal into fruition. SmithGroup has designed 3 new metroparks including: Middlegrounds, Glass City and Howard Marsh and has developed a concept plan for the Glass City Riverwalk. SmithGroup has also provided design and engineering support for habitat and recreation improvements within the many existing parks in the region, including: Buehner Environmental Center, Oak Openings; Mallard Pond Shoreline Restoration; Metz Visitor Center Landscape Enhancements & Play Structure, Secor Metropark, Pearson Metropark, Play Structure; and Side Cut Trail Restoration.



PEARSON METROPARK PLAY STRUCTURE DESIGN



SIDE CUT TRAIL RESTORATION



GLASS CITY METROPARK



GLASS CITY RIVER WALK



HOWARD MARSH METROPARK



# MIDDLEGROUNDS METROPARK MASTER PLAN & IMPLEMENTATION



Located one mile from the heart of downtown Toledo, Middlegrounds is a new riverfront park along the Maumee River. The property was acquired by the Metroparks of the Toledo Area in 2006 to be developed into a landmark riverfront park. SmithGroup was selected to develop a master plan, as well as implementation, for the park.

The 28-acre property was a former rail yard in an industrial district of Toledo. The transformation of the land began with the removal of 1,000 tons of debris. A central focus was habitat restoration, including riverbank restoration, in-stream habitat creation, riparian wetland and woodland creation, and upland prairie establishment. During the design of these habitat enhancements, SmithGroup explored historic vegetation patterns and landscape types as a basis for genuine ecological restoration, as well as a source of design inspiration.

The Maumee River is a significant waterway in the region with strong flood events and abundant opportunities for restoration. SmithGroup developed alternative concepts that explored distinct ways of working with flood events, creating riparian wetlands, and modifying the shoreline to enhance the site's ecological assets and connection with the river. The stormwater system reduces impacts to the Maumee River's water quality while providing an engaging visual and interpretative element for the community to enjoy. In addition to the restoration activities, the park balances site amenities and program elements, including parking, trails, an educational component, unstructured recreational space, and picnic grounds. These features are all designed in sustainable ways that integrate with the site's restored natural features.

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**LOCATION**

Toledo, Ohio

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**SIZE**

28 acres

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**COMPLETION DATE**

Master Plan: 2010

Construction: 2016

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**PROJECT TYPES + SERVICES OFFERED**

Land Planning Trail Design & Development; Landscape Architecture, Stormwater Management & Drainage Plans; Site Survey; Marine Work

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**CLIENT REFERENCE**

Dave Zenk, Director, 419.407.9728, [dave.zenk@metroparkstoledo.com](mailto:dave.zenk@metroparkstoledo.com)

# THE MARINA AT CAESAR CREEK STATE PARK

<b>LOCATION</b> Warren County, Ohio	<b>SIZE</b> 40 acres	<b>COMPLETION DATE</b> 2018	<b>PROJECT TYPES + SERVICES OFFERED</b> Marine Work; Bridges; Stormwater Management & Drainage Plans; Landscape Architecture; Parking & Paving; Site Survey; Trail Design & Development	<b>CLIENT REFERENCE</b> Cihangir Calis Division of Engineering, 614.265.6970, cir.calis@dnr.state.oh.us
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The new marina at Caesar Creek on Caesar Creek Lake provides boaters and park users with 300 boat slips, a new boat launch, fishing pier, and floating cottages. SmithGroup worked with the Ohio Department of Natural Resources to accommodate the needs of the park users as well as meet engineering needs required for the breakwaters and marina facility.

Caesar Creek Lake is a Corps flood control reservoir, which required a breakwater and marina system that responds to changing water levels. The fluctuation in water levels on the reservoir can be as great as 35 feet.

As part of the master planning process, SmithGroup evaluated optional floating dock anchoring systems. The design team also planned upland parking and amenity zones. SmithGroup provided design, engineering, and hydraulic analysis to prepare the master plan for a new marina and waterfront park in Caesar Creek State Park.

A network of trails and paths connect the park to other regional amenities and park areas, including the nearby beach. Nearly 2,000 linear feet of the lake shoreline has been enhanced with a variety of treatments, including strategically placed stacked stone edging to allow visitors easy access to the water's edge for recreation and fishing.

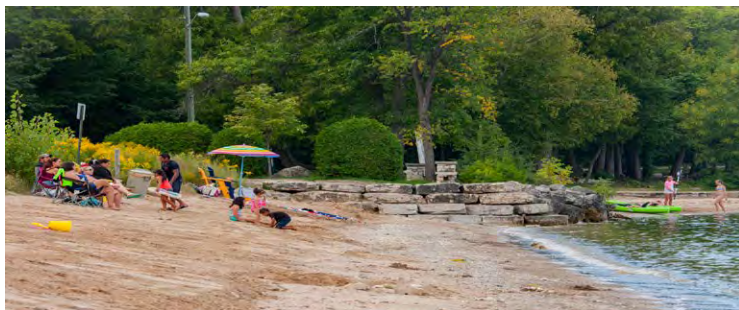
Ecological strategies include incorporating stormwater filtration zones throughout the parking areas to minimize site disturbance and development of wetlands to treat runoff and create new habitat opportunities.



## VILLAGE OF EGG HARBOR, WISCONSIN

# EGG HARBOR MARINA AND BEACH

LOCATION	SIZE	COMPLETION DATE	PROJECT TYPES + SERVICES OFFERED	CLIENT REFERENCE
Egg Harbor, Wisconsin	Marina: 750 floor breakwater; 65 slips Beach: 170 ft of shoreline	2017	Marine Work; Stormwater Management & Drainage Plans; Bridges; Parking & Paving	Ryan Heise, Village Administrator, 920.868.3334, rheise@villageofegg Harbor.org



SmithGroup provided the Village of Egg Harbor with design and engineering plans for the reconstruction of their highly popular marina, located on Lake Michigan on the Door County peninsula. SmithGroup performed an analysis of the existing breakwater, and provided conceptual and preliminary designs for a greatly improved marina and waterfront amenity for this popular tourist location. Our team also included hydraulic modeling, marina design, engineering, permitting and construction administration. Additionally, SmithGroup assisted the Village with the preparation of a successful \$1.58 million Wisconsin Waterways grant, a public referendum effort for construction funding, and led the permit acquisition process.

Beach Park is the only public recreational beach within the village. The sandy beach on the west side of the park has suffered instability with the recent high lake levels and requires frequent nourishment. Due to limited space and regulatory restrictions, this maintenance requirement cannot be mitigated. Therefore, the Village has made the bold decision to remove a concrete seawall on the east side of the park and return the shoreline to its natural state, a gentle sloping sandy beach. The seawall, creating a barrier to the lake, has resulted in this area of the park becoming underutilized and its modification is seen as a way to re-energize the site while providing universal access.

# SYLVANIA BIKE NETWORK PLAN AND RIVER TRAIL



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## LOCATION

Sylvania, Ohio

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## SIZE

River Trail - Phase 1: 2/3 mile;  
River Trail - Phase 2: 2/3 mile

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## COMPLETION DATE

Bike Network Plan: 2009;  
River Trail: 2012, 2019 (Phase 2)

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## PROJECT TYPES • SERVICES OFFERED

Trail Design & Development; Bridges,  
Landscape Architecture; Site Survey

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## CLIENT REFERENCE

Kevin Aller, 419.885.8965,  
kaller@cityofsylvania.com

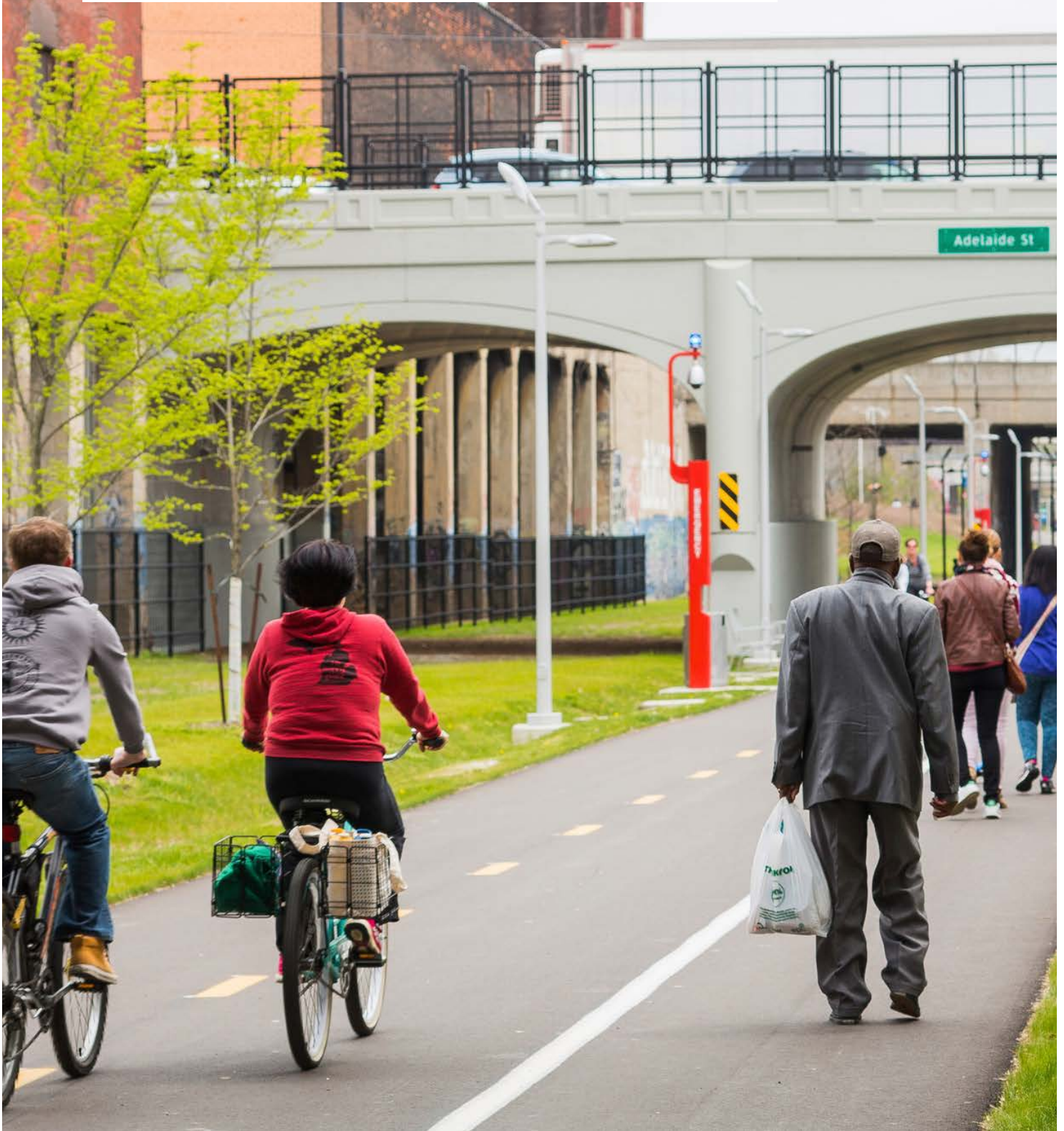
The City of Sylvania, was interested in expanding their non-motorized facilities throughout the city to increase connections to regional trail systems. The city recognized that improved non-motorized facilities would provide long-term economic, environmental, and health benefits to the community. SmithGroup developed a bike network plan for Sylvania that identified potential non-motorized improvements—such as bike lanes and side paths—and indicated how and where connections to regional systems would best be made. The bike network plan was developed with public input and coordinated with Toledo Metropolitan Area Council of Governments to ensure that the plan was embraced and actionable.

Out of the Bike Network Plan, SmithGroup and the City of Sylvania identified a potential River Trail as a priority non-motorized connection. SmithGroup developed preliminary and final construction documents for the implementation for the Sylvania River Trail, a shared use trail approximately 1.5 mile long following the river edge. Trail design included bank restoration enhancements, boardwalk engineering, and wayfinding. SmithGroup assisted the City of Sylvania in securing grant funding for construction.



**SECTION 5**

**COST PROPOSAL**



## 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	SmithGroup
Yearly Hourly Billing Rate Increase	3%
Mark-up for Sub-Consultants (not to exceed 5%)	3%
Mark-up for Reimbursables (not to exceed 5%)	0%

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
Bob Doyle, PLA, ASLA, Project Manager, Senior Landscape Architect	\$188.43	\$194.08	\$199.91	\$205.90
Patrick Doher, PE, LEED AP, Quality Control/Quality Assurance, Senior Civil Engineer	\$259.65	\$267.44	\$275.46	\$283.73
Cheryl Zuellig, PLA, ASLA, Senior Landscape Architect	\$228.51	\$235.37	\$242.43	\$249.70
Mark Woodhurst, PLA, Landscape Architect	\$120.20	\$123.81	\$127.52	\$131.35
Allison Marusic, PLA, Landscape Architect	\$133.55	\$137.56	\$141.68	\$145.93
Jennifer Sieracki, PLA, Landscape Architect	\$143.19	\$147.49	\$151.91	\$156.47
Andrew McDowell, PLA, ASLA, LEED GA, SITESAP, Landscape Architect	\$124.65	\$128.39	\$132.24	\$136.21
Ujjji Davis, PLA, ASLA, Landscape Architect	\$111.27	\$114.61	\$118.05	\$121.59
Kenneth Kokroko, PLA, ASLA, Landscape Architect	\$94.96	\$97.81	\$100.74	\$103.77
Jackie Young, PE, Civil Engineer	\$138.00	\$142.14	\$146.40	\$150.80
Alex Russeau, PE, Civil Engineer	\$120.36	\$123.97	\$127.69	\$131.52
Anna Strong, PE, Civil Engineer	\$119.46	\$123.04	\$126.74	\$130.54
Roger Abraham, Civil Engineering Support	\$132.81	\$136.79	\$140.90	\$145.13
Margaret Boshek, PE, Coastal Engineer	\$179.53	\$184.92	\$190.46	\$196.18
Rob Wright, PE, Waterfront Engineer	\$200.33	\$206.34	\$212.53	\$218.91
Carol Maczko Schulte, Senior Environmental Specialist, Horticulturist	\$120.20	\$123.81	\$127.52	\$131.35
Neal Billetdeaux, PLA, ASLA, SITESAP, Environmental Resources Specialist, Landscape Architect	\$161.73	\$166.58	\$171.58	\$176.73
Lauren Hoffman, PLA, CE, CNSP, Ecologist	\$125.92	\$129.70	\$133.59	\$137.60
Oliver Kiley, PLA, Street Design, Landscape Architect	\$140.97	\$145.20	\$149.56	\$154.04
Janet Attarian, AIA, LEED AP BD+C, Mobility Specialist	\$232.96	\$239.95	\$247.15	\$254.56
Charles Langolf, PS, Professional Surveyor	\$155.80	\$160.47	\$165.29	\$170.25

\*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

# Design a Better Future

**SMITHGROUP**

smithgroup.com  
734.662.4457

201 Depot Street  
Second Floor  
Ann Arbor, Michigan 48104

**APPENDIX 3**

**PROFESSIONAL CERTIFICATION FORMS**





DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Design & Construction Division

Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

or

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

(check all that apply):

- Filed a Michigan single business tax return showing a portion or all 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 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: 48104)
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: SmithGroup, Inc.

Thomas L. Mroz, Jr. - Senior Vice President

Authorized Agent Name (print or type)

Tom Mroz

Digitally signed by Tom Mroz
Date: 2021.05.04 11:11:29 -04'00'

Authorized Agent Signature & Date

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.264.



**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
**Facilities and Business Services Administration**  
**Design & Construction Division**

## Responsibility Certification

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

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not had a felony conviction in any state (including the State of Michigan).
- (c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.
- (d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (e) Has not been terminated for cause by the Owner.
- (f) Has not failed to pay any federal, state, or local taxes.
- (g) Has not failed to comply with all requirements for foreign corporations.
- (h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
- (i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
  - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
  - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the time period required.
  - iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
  - v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
  - vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
  - vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
- (j) Is NOT an Iran linked business as defined in MCL 129.312.

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

Bidder:

Thomas L. Mroz, Jr. - Senior Vice President  
 Authorized Agent Name (print or type)

**Tom Mroz** Digitally signed by Tom Mroz  
 Date: 2021.05.04 11:12:25  
 -04'00'

\_\_\_\_\_  
 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)



<b>DEPARTMENT OF TECHNOLOGY, MANAGEMENT &amp; BUDGET,          VEHICLE AND TRAVEL SERVICES          SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES          Effective October 1, 2020</b>
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**MICHIGAN SELECT CITIES \***

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

**MICHIGAN IN-STATE ALL OTHER**

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
<b>Per Diem</b>	<b>\$87.00</b>	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

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

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

**OUT-OF-STATE ALL OTHER**

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
<b>Per Diem</b>	<b>\$95.00</b>	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

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

**Mileage Rates**

Premium Rate	\$0.575 per mile
Standard Rate	\$0.360 per mile

\* See Select Cities Listing

\*\* Lodging available at State rate, or call Conlin Travel at 877-654-2179 or [www.somtravel.com](http://www.somtravel.com)

**SELECT HIGH COST CITY LIST**

**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES**

**Effective October 1, 2020**

**Michigan Select Cities/Counties**

<b><u>Cities</u></b>	<b><u>Counties</u></b>
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**

<b><u>State</u></b>	<b><u>City/County</u></b>	<b><u>State</u></b>	<b><u>City/County</u></b>
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**







**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA Inc.		NAMED INSURED SmithGroup, Inc. 201 Depot Street, Second Floor Ann Arbor, MI 48104-1019	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

State of Michigan, Its Departments, Divisions, Agencies, Offices, Commissions, Officers, Employees, And Agents included as Additional Insured (except Workers Compensation and Professional Liability) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>  <b>Endorsement Effective Date:</b>
---

### **SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b> <small>AS REQUIRED BY CONTRACT</small>
---

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE.	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED
EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	OPERATIONS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

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

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

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

##### (1) Your Work

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

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

#### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.



Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

#### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

#### **6. Representations**

##### **a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

##### **b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

##### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

##### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

<b>Name Of Person Or Organization:</b>  AS REQUIRED BY CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



## **APPENDIX 6**

### **FEDERAL PROVISIONS ADDENDUM**

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



# FEDERAL PROVISIONS ADDENDUM

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

## 1. Equal Employment Opportunity

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

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

## FEDERAL PROVISIONS ADDENDUM

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- 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**

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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

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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

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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

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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

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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**

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- making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**b. Changes.**

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

**c. DHS Seal Logo and Flags.**

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

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

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

**e. No Obligation by Federal Government.**

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

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

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



# EXHIBIT 1

## BYRD ANTI-LOBBYING CERTIFICATION

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

**EXHIBIT 1 - BYRD ANTI-LOBBYING CERTIFICATION**

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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