

# 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

> Spicer Group, Inc. 230 S. Washington Avenue Saginaw, MI 48609

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. 00899

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:

# Spicer Group Inc

Firm Name

SIGMA Vendor Number

Date

Signature Principal

Title

FOR THE STATE OF MICHIGAN:

Director, Department of Technology, Management and Budget

Date

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

#### ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### PHASE 100 - STUDY PHASE

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

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

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

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

- Task 102 RESEARCH: Gather and/or develop all data to evaluate and clarify the Project. Research existing data, analyze and refine the concepts of the Project/Program Statement. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the information required to complete the Study incorporating functional and operations needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance, and other support features. Identify all additional research, studies, and analysis necessary to express such objectives and requirements in terms of a fully operable facility or system which will acceptably serve its intended use.
- Task 103 ANALYSIS: Analyze data, information and research gathered. Create draft recommendations or results of the study and research. Upon completion of all on-site field investigation activities prepare a complete architectural and/or engineering study report. If appropriate, provide itemized construction cost estimates. The analysis will correlate, describe, and record research findings and information for the Project Team's understanding and acceptance. Transcribe and consolidate all existing data, studies, and the research analysis of Task 102 into a draft study report. Submit one (1) electronic copy in indexed PDF format of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments.
- Task 110 STUDY REPORT: Incorporate the study review comments as directed by the Department into the final study report. Prepare and attend presentations to the Project Team and others for Study acceptance. The final report shall use the following outline and contain such detail as required for the Project Team's understanding and acceptance.
  - A. Management Summary
  - B. Problem
  - C. Research Findings, Discussion and Details
  - D. Conclusion
  - E. Recommendation

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

#### PHASE 200 - PROGRAM

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

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

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

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

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

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

## PHASE 300 - SCHEMATIC DESIGN

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

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

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

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

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

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

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

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

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

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

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

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

#### PHASE 400 - PRELIMINARY DESIGN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### PHASE 500 - FINAL DESIGN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

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

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

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

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

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

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

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

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

- Task 601 COORDINATION: Coordinate the Professional's staff, Consultants, and all other Project related resources. Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated, and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting. Meeting minutes and agendas are to follow the order and outline of the Departments "Sample Progress Meeting Format" and include a summary of executed CCO's, pending CCO's, Shop and RFI Submittal Logs and statuses.
- Task 602 SHOP DRAWINGS, SUBMITTALS, and APPROVALS: Monitor, evaluate, and provide administrative action as necessary to achieve timely processing of shop drawings and such other submittals and approvals that are the responsibility of the Professional. Maintain a record of all required, received, rejected, and approved submittals of shop drawings, color/material samples, finishes, and other items requiring the Professional's approval. Notify the Construction Contractor(s), in writing, (copy to the Department) of delinquent submittals, the consequences of such delays, and prescribe a time schedule for their submittal/resubmittal, which will not jeopardize the Construction Contract completion date.

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

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

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

The Professional shall certify to the Department, in writing, the dollar amount the Professional determines to be due to the Construction Contractor for their monthly submitted payment request or the Professional shall return the payment request to the Construction Contractor indicating the specific reasons in writing for rejecting the Construction Contractor's monthly submitted payment request certification.

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

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

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

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

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

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

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

Within ten (10) business days of its receipt, evaluate and provide the Department with appropriate written recommendations, along with an analysis of any request by the Construction Contractor(s) for a time extension of their Construction Contract completion date.

No recommendation for a Construction Contract time extension may be submitted to the Department which is not substantiated by the Professional's technical review and evaluation of the Project construction schedule showing critical path work, noncritical path work, and float time for the complete Project and any work at issue and having such detail as to clearly document the Construction Contractor's claim. Any recommendation for a time extension of the Construction Contractor's Contract completion date must include a complete analysis of all direct and indirect costs of the Construction Contractor, the Professional, and the Department regarding the time extension. Where the Project is not substantially complete on the Construction Contract completion date, notify the Construction Contractor and the Department, in writing, of the expiration of the Construction Contract completion date and of the assessment and/or withholding of liquidated damages.

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

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

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

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

Notify the Construction Contractor, and the Department, in writing, within five (5) business days of its identification, of any aspect of the Construction Contractor's performance which is inconsistent with the Contract Documents or which, in the Professional's opinion, is inconsistent with the design intent of the Professional's Contract Documents. Prescribe a reasonable time for correction which will not jeopardize the Project construction Schedule completion date. Exert all practical administrative means necessary to require the Construction Contractor to perform as required by their Construction Contract to meet the design intent of the Professional's Professional's Contract Documents/architectural and/or engineering drawings and specifications requirements.

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

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

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

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

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

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

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

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

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

#### PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

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

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

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

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

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

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

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

#### ARTICLE II COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE III PAYMENTS

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

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

This includes, but is not limited to:

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

- f) Itemized invoices from each of the Professional's Consultant's documenting that firm's professional services charge and the Project work related services provided.
- g) Authorized reimbursable expense items provided with receipts and invoices.

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

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

# ARTICLE IV ACCOUNTING

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

# ARTICLE V INSURANCE

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

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

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

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

| Commercial General Liability Insurance  |   |  |  |  |
|---|---|--|--|--|
| Minimum Limits:<br>\$1,000,000 Each Occurrence Limit<br>\$1,000,000 Personal & Advertising Injury Limit \$2,000,000<br>General Aggregate Limit<br>\$2,000,000 Products/Completed Operations<br><u>Deductible Maximum:</u><br>\$50,000 Each Occurrence | Professional must have their policy endorsed to<br>add "the State of Michigan, its departments,<br>divisions, agencies, offices, commissions,<br>officers, employees, and agents" as additional<br>insureds using endorsement CG 20 10 11 85, or<br>both CG 2010 07 04 and CG 2037 07 04.   |  |  |  |
| Umbrella or Excess Liability Insurance  |   |  |  |  |
| <u>Minimum Limits:</u><br>\$2,000,000 General Aggregate   | Professional must have their policy follow form.  |  |  |  |
| Automobile Liability Insurance  |   |  |  |  |
| <u>Minimum Limits:</u><br>\$1,000,000 Per Accident  | Professional must have their policy: (1) endorsed<br>to add "the State of Michigan, its departments,<br>divisions, agencies, offices, commissions,<br>officers, employees, and agents" as additional<br>insureds; and (2) include Hired and Non-Owned<br>Automobile coverage.   |  |  |  |
| Workers' Compensation Insurance   |   |  |  |  |
| Minimum Limits:<br>Coverage according to applicable laws governing work<br>activities.  | Waiver of subrogation, except where waiver is prohibited by law.  |  |  |  |
| Employers Liability Insurance   |   |  |  |  |
| <u>Minimum Limits:</u><br>\$500,000 Each Accident<br>\$500,000 Each Employee by Disease<br>\$500,000 Aggregate Disease.   |   |  |  |  |
| Professional Liability (Errors and Omissions) Insurance   |   |  |  |  |
| <u>Minimum Limits:</u><br>\$1,000,000 Each Occurrence<br>\$2,000,000 Annual Aggregate<br><u>Deductible Maximum:</u><br>\$50,000 Per Loss  |   |  |  |  |
| Environmental and Pollution Liability (Errors and Omissions) ***  |   |  |  |  |
| <u>Minimum Limits:</u><br>\$1,000,000 Each Occurrence<br>\$2,000,000 Annual Aggregate   | Professional must have their policy: (1) be<br>applicable to the work being performed, including<br>completed operations equal to or exceeding<br>statute of repose; (2) not have exclusions or<br>limitations related to Transportation (upset<br>overturn, spills during loading or unloading,<br>Hazardous Materials Handling, and Non Owned<br>disposal site liability; and (3) endorsed to add "the<br>State of Michigan, its departments, division,<br>agencies, offices, commissions, officers,<br>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 court of Claims.

#### ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

**CONSTRUCTION INSPECTION SERVICES:** The Professional's field Inspections of the Project during the construction Phase of this Contract which includes but is not limited to: (1) Documenting the quantity and quality of all Project construction work and verifying that the Project construction work is properly completed; (2) Resolve Project problems that are affecting the Project construction work, certify payment requests, process Bulletins, Contract Change Order recommendations, and requests for information (RFI's) in a timely manner as prescribed in the

Department's, current version of MICHSPEC or DC Spec as adopted and modified by the State of Michigan and incorporated into the Construction Contract; and the (3) Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's Project Director and the Department Field Representative that the Project construction work is in compliance with the Professional's design intent and that the Project has been completed by the Construction Contractor in accordance with the Professional's Phase 500 - Contract Documents/architectural and/or engineering drawings and specifications requirements. The Professional shall provide sufficient Inspections of the Project during the construction Phase to administer the construction Phase field and office services as directly related to the degree of Project complexity, up to and including full-time field Inspections. Construction field Inspections shall occur as the construction field conditions and the Project may require and during the regularly scheduled progress (twice monthly) meetings. The Professional shall use for their construction field Inspection services, only personnel having professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The Professional agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

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

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

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

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

**CONTRACT ORDER**: A form (DTMB-0402) issued and signed by the State of Michigan authorizing a Professional to: (1) Begin to incur Project expenses and proceed with the Project on-site; and (2) Provide professional services for the fee amount designated in the Phases of the Contract Order. Issuance of the DTMB-0402 certifies that: (1) The State will enter into a Professional Services Contract for the professional services described in the various Phases of this Contract; and that (2) The proper three (3) sets of Certificate of Insurance documents have been received and accepted by the State along with the approval and signing of the Professional's Professional Services Contract by the SFA, DCD Director.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XIV COMPLETE AGREEMENT/MODIFICATION

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

# **APPENDIX 1**

# **PROJECT/PROGRAM STATEMENT**

# **PROJECT STATEMENT**

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

| FILE NUMBER   | ACCOUNTING TEMPLATE | PROPOSAL DUE DATE        |                  |
|---|---------------------|--------------------------|------------------|
| Various   | Various             | Thursday, March 11, 2021 |                  |
| CLIENT AGENCY   |                     |                          |                  |
| Department of Technology, Management and Budget   |                     |                          |                  |
| PROJECT NAME AND LOCATION   |                     |                          |                  |
| 2021 Indefinite Scope Indefinite Delivery (ISID) for General Professional Design Services |                     |                          |                  |
| PROJECT ADDRESS (if applicable)   |                     |                          |                  |
| Various   |                     |                          |                  |
| CLIENT AGENCY CONTACT   |                     |                          | TELEPHONE NUMBER |
|   |                     |                          |                  |
| DTMB - DCD PROJECT DIRECTOR   |                     | TELEPHONE NUMBER         |                  |
| Tim Hall  |                     |                          | 517.881.4173     |
| WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:   |                     |                          |                  |

No Pre-Proposal Meeting or Walkthrough will be held.

#### MANDATORY (Check box if Mandatory)

#### PROJECT DESCRIPTION/SERVICES REQUESTED

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

Please NOTE:

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

#### NIGP CODES

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

Dependent on the assigned project.

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

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

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

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


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

### REQUEST FOR PROPOSAL ADDENDUM NO. 1

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

|   | DATE ISSUED              |
|---|--------------------------|
|   |                          |
| PROJECT NAME  | FILE NUMBER              |
| 2021 Indefinite Scope Indefinite Delivery Request for Proposal for<br>General Professional Design Services (Architectural Engineering,<br>Landscape Architecture) |                          |
| PROJECT DIRECTOR  | PROPOSAL DUE DATE:       |
| lim Hall  | Thursday, March 11, 2021 |

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

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

End

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



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

### REQUEST FOR PROPOSAL ADDENDUM NO. 2

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

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

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

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

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

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

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

### Response – Yes

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

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

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

APPROVED BY:

Tim Hall

### **APPENDIX 2**

### PROFESSIONAL'S PROPOSAL



March 10, 2021

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

RE: Proposal - 2021 ISID General Architectural/Engineering Design Services

Selection Team:

Enclosed are three copies of our Technical and Cost Proposal to provide architecture, engineering, and landscape architecture services to the Michigan Department of Technology, Management & Budget (DTMB). We have been an ISID service provider for the last four years, and we look forward to the opportunity to continue working with the DTMB.

We were recently given the go-ahead to begin work on the Harrietta State Fish Hatchery and the Leota Off Road Vehicle Trail projects, and we are currently assisting Mr. Bruce Watkins with the replacement of the Sage Lake Level Control Structure in Montmorency County. Our professional relationship with the DTMB continues to grow and we are ready to respond to future opportunities.

We are very excited at this opportunity, and we look forward to hearing back from the DTMB on the selection process. Please feel free to contact me at any time. I can be reached at <u>darrickh@spicergroup.com</u> or 989-754-4717. I am an authorized signer of Spicer Group, and I am authorized to bind Spicer Group to all provisions. Please note that we have received and viewed Addendum 1 and Addendum 2.

Sincerely,

mich W Atry

Darrick W. Huff, P.E. Principal/Senior Project Manager

# PROPOSAL-2021 ISID GENERAL ARCHITECTURAL/ ENGINEERING DESIGN SERVICES



Prepared by:



March 11, 2021

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### UNDERSTANDING OF THE PROJECT



### GOVERNMENTAL/INSTITUTIONAL-RELATED EXPERIENCE OVERVIEW

Every day we find ourselves working alongside all types of governmental and municipal clients. From the United Stated Department of Agriculture to local townships and from the Michigan Department of Transportation to County Drain Commissioners and Water Resources Managers, our professionals are constantly developing solutions for these clients' needs. In fact, many of our projects often require an integrated network of communications between federal, state and local governments.

Whether the problem is the need for additional space at a facility, the complete renovation of an existing building to promote efficiency and improved working environments, or assessing a facility to identify how to make it ADA-compliant, our professional engineers, surveyors and architects have the experience and confidence to assist the State of Michigan in reaching its goals. They understand the financial commitment that is often involved with these types of projects and work with these customers to identify a solution that best fits their needs.

Speaking in terms of institutions (educational/healthcare), one of the most important things we can do for our society is provide a strong and safe place to learn, play and heal. But the window of opportunity to implement any project at an educational site is short, because school is in session 75 percent of the year. And we realize that work on healthcare facilities also has to be kept at a minimal level of disturbance due to the sensitive nature of patients and their reasons for being there. Less distractions due to construction at institutions means stronger dedication from students and healing-friendly environments for medical patients.

We're proud of the services we can provide for our institution-related customers. We've helped select sites for new schools and hospitals, laid out the site engineering for new institutions and assisted with the infrastructure rehabilitations within entire districts and medical complexes.

One key to the success of many of our institutional-related projects is the ability to seamlessly integrate the architectural design of a project with its engineering design. We can do this because we have our own in-house licensed architects, who have been chosen for their broad experience in many types of projects.

Our Architectural and Engineering Departments have provided valuable design and consultation services for:

- Governmental public works facilities
- New educational buildings
- Various building renovations
- Housing commission projects
- Assisted living facilities
- Healthcare facilities
- Industrial facilities
- Parks and recreation projects





# UNDERSTANDING OF

Our project managers work hand-in-hand with our professional engineers and architects on a regular basis and trade ideas to develop the best options that fit each client's specific needs. Typical services we provide include but are not limited to:

- Concept Development
- Schematic Design/Preliminary Design
- Cost Control Estimate of Probable Cost
- Contract Documents and Bidding Assistance
- Construction Drawings and Specifications
- Facility Evaluations
- Historical Research
- Energy Conservation Analysis
- Computer Aided Design
- Americans With Disabilities Act Studies

### PROGRAMMING, DESIGN, CONSTRUCTION

A key item to highlight when working with Spicer is we have the capacity to see an entire project through from the initial idea to final project closeout. When our clients have a need, we first help them by carefully looking at that need and providing them with alternative solutions along with estimated costs for each alternative. Once the client selects the best solution that fits their need, we then set up a contract that identifies all tasks that will be needed to take the project though the completions. We feel this is important so that both Spicer and our client knows exactly what is included and what is expected from each other.

The project then moves into the next phase which includes all survey, permitting, design and bid preparation/submission tasks. Once construction commences, we remain in constant contact with our client and provide routine updates as needed. We provide all construction inspection, staking

and material testing to ensure the project is built in accordance to the design and specifications. Once completed, we walk through the project with the client and contractor to verify all tasks have been completed as designed and expected. Final as-built plans and designs are delivered to the client in both electronic and print format for their records.





The following organization chart details our proposed personnel who would work on our selected projects identified in ARTICLE 2 in the attached Questionnaire. Resumes for each professional are included beginning on the following page. We consider each professional listed on this page as KEY PERSONNEL.







# Darrick W. Huff, P.E.

Mr. Huff has significant experience with performing systems evaluations for municipal water infrastructures and the complex network of components that function together to make the systems work. This includes evaluation and analyses of electrical and control systems, instrumentation, sequence of operations, power distribution, and emergency generator sizing. His experience extends to HVAC design, security systems, elevator control, and lighting designs. As noted below, Mr Huff has worked on several projects directly related to municipal water distribution systems including water treatment plants and both raw and finished-water piping networks.

### Davis Road Water Main – *Project Manager* Saginaw County, MI

Responsible for overseeing the study, design and construction administration for the installation of 10,000 feet of new 48-inch raw water main that is responsible for providing water to the City's water treatment plant. The project also included the installation of 12,000 feet of water main that is key to providing potable water to users throughout Saginaw County. This project increased reliability of both the raw and finished water transmission mains of the system and improved the operational flexibility of the raw water supply in the region. Also oversaw the securing of required easements for the new water mains.

# Washington Discharge Line Emergency Assistance – *Project Manager* City of Saginaw, MI

Responsible for overseeing the design and construction of emergency repairs needed at a key 36-inch cast-iron finished-water line that conveys pumped water from the City's treatment plant to the residential distribution system. The line was 88 years old and was suffering leaks at hard-to-reach location where a steel bend was put in place.

### Gratiot Road Pumping Station Improvements – *Project Manager* Thomas Township, MI

Responsible for overseeing the design and construction for the City of Saginaw's Gratiot Road Pumping Station. This project focused on upgrading the Gratiot Road Pumping Station from 3 million gallons per day (mgd) capacity to 9 mgd capacity. This was accomplished via the installation of three new 125hp booster pumps capable of 3,125 gallons per minute and three new 200hp re-pumps capable of 3,125 gallons per minute that are equipped with variable frequency drives that can automatically adjust to changing flow conditions. To provide redundancy and increase the reliability of this key water system asset, a second electrical service and two new stand-by generators were added.

### Water Treatment Plant Drawing Update – *Project Manager* City of Saginaw, MI

Responsible for coordinating all efforts relating to the collection, organization and digitizing of all drawings and plans of the City's water treatment plant's site, infrastructure, mechanical, piping, and electrical network.

#### Principal

#### Years of Experience:

23 Years

#### Education:

Bachelor of Science in Electrical Engineering, Michigan Technological University, Houghton, MI, 1996, specifying in power and machinery

#### **Registration:**

Professional Engineer, State of Michigan, 2000, License #46786

#### Professional Experience:

Spicer Group, Inc., Saginaw, MI, since 1996

Holland Board of Public Works, Holland, MI, Electrical Engineer Intern, 1993–1995

#### Professional Affiliations:

IEEE/ Power Engineering Society

AWWA/American Water Works Association

#### Other Affiliations:

School Board – Durand Area Schools

Durand Area Chamber of Commerce



Principal

# Darrick W. Huff, P.E. (continued)



# David S. Boersma, AIA, NCARB

Mr. Boersma is a licensed Michigan architect. In his 28+ years of experience, he has served as a project manager and project architect on a wide variety of projects. He has expertise in multiple project types including parks, paths, piers, municipal buildings, education, hospitality, healthcare, and senior care. He has proven success in project leadership, business development, AIA contract preparation, team building, project development, code interpretation, problem solving, construction administration, capital needs assessments as well as client and trade relations. He is NCARB certificated as well as a State of Michigan Code Official.

### **RELATED EXPERIENCE**

# Branch County Memorial Park Restroom – *Architect / Project Manager* Coldwater, MI

Serving as the project manager and architect for construction of a new barrier free beach house and restroom building. The project also includes the construction of a new septic system, path improvements and water nitrate treatment systems for the park. This project is being funded through a MNRTF Grant that was written and administered by Spicer Group. The project began construction in the summer of 2020 and is scheduled to be complete by the spring of 2021.

### Gerber Scout Reservation Bath House - BSA Michigan Crossroads Council – Architect / Project Manager

### Twin Lake, MI

Spicer Group provided the Michigan Crossroads Council with professional architectural, engineering and survey services for the design of a new restroom and shower facility at Gerber Scout Reservation. The facility has 4 single use restrooms, 6 combination restroom/showers, a laundry room and utility room. The project is currently under construction and will be completed by mid-November 2020 on budget. We are also working on facility designs for Camp Rotary and D-A Scout Ranch.

# Black River Park Improvements – *Architect / Project Manager* Alcona Township, MI

The Black River Park improvements include an accessible kayak launch, a fishing and observation platform, and ADA parking and walk improvements located along the Black River and the mouth of Thunder Bay. This project is being funded through a MNRTF Grant that was written and administered by Spicer Group. We are currently in the construction stage of the project and scheduled for an early summer 2019 completion.

### Long Rapids Township Park Improvements – *Architect / Project Manager* Long Rapids Township, MI

The Long Rapids Township Park improvements will include an accessible kayak launch, a fishing and observation platform, ADA parking, and walk improvements as well as a boardwalk with educational signage all located along the Thunder Bay River. This project was being funded through a MNRTF Grant that was written and administered by Spicer Group. The project was completed summer 2018 on time and on budget.

### **Project Architect**

#### Years of Experience:

28 years

**Registration:** 

Registered Architect, State of Michigan #1301056188

Code Official State of Michigan #005656

Registered Architect: WI, IL, PA, NY, CT, GA, FL, NC

#### Education:

Masters of Architecture, Lawrence Technological University, Southfield, MI, 2000

Bachelors of Science in Architecture, Lawrence Technological University, Southfield, MI, 1993

Professional Experience:

Spicer Group, Inc., Saginaw, MI, Since 2009

THA Architects Engineers, Flint, MI, 2008-2009

D'Anna & Associates, Rochester Hills, MI, 1993-2008

Professional Affiliations:

American Institute of Architects

National Council of Architectural Registration Boards

Rotary International

National Eagle Scout Association



Phone: (989) 754-4717 Toll Free: (800) 833-0062 Fax: (989) 754-4440 davidb@spicergroup.com



**Project Architect** 

# David S. Boersma, AIA, NCARB

### Finn Road Park Improvements – *Architect / Project Manager* Hampton Township, MI

The Finn Road Park improvements included a 300' boardwalk allowing observation of coastal marsh land wildlife, a 20' observation tower to observe migratory birds, a 1,800' crushed stone ADA trail along Saginaw Bay, multiple path surface improvements, boat launch improvements, and new skid pier at the lagoon launch site. This project was funded through MNRTF Grant that was written and administered by Spicer Group.

### Bay County Pinconning Park and Campground – *Architect / Project Manager* Bay County Parks and Recreation, Pinconning, MI

Spicer group aided Bay County in obtaining a \$404,000 grant for universal accessibility improvements to Pinconning Park. These improvements include new barrier-free nature trails, new barrier free boardwalks, new barrier free fishing piers, improvements to cabins and campsites for handicapped accessibility, new playground equipment, and better beach access. This project was funded through MNRTF Grant that was written and administered by Spicer Group.

### Paul Hubscher Memorial Park – *Architect / Project Manager* Gratiot County Parks and Recreation, Sumner, MI

Serving as the project manager and architect for construction of a new barrier free bath house and restroom building. The project also included the construction of a new engineered septic system, upgrades the parks existing well and path improvements. This project was funded through a grant written and administered by Spicer Group.

# Camp Dearborn Non-motorized Path – *Architect / Project Manager* Milford, MI

Architect for the development of a new kayak launch, parking lot, ADA compliant path, and a new pedestrian bridge connection to the Milford Trail. The new ADA path to allows visitor along the Milford Trail to visit the park and enjoy a walk along the river.

### Oscoda Beach Park Lake Huron Pier – Architect

### Oscoda, MI

Architect for the design of a new pier at Oscoda Beach Park along Lake Huron. Created computer modeling to show the design and structural loading of the entire pier along with different boardwalk designs. The result was the only unprotected pedestrian pier structure on Lake Huron. This project was funded through MNRTF Grants.



# Steve R. Rutkowski, P.E.

Mr. Rutkowski has focused his 8 years at Spicer Group on municipal water main, sanitary sewer, storm sewer, and street projects. He has extensive experience working on hydraulic computer models for water distribution systems of communities in the Thumb and Saginaw Bay Regions. He also has experience with rural communities working on infrastructure asset management plans. He takes projects from the initial conceptual stages through the study and report phase, funding application phase, preliminary and final design phases and into the construction administration and project closeout phases. He provides on-the-spot advice regarding engineering design, which is a valuable trait when immediate solutions are needed on the job site.

### **RELATED EXPERIENCE**

#### Veterans Memorial Park – *Project Engineer* Village of Ubly

This project consists of design and construction phase services to construct 2200 feet of an 8-foot-wide non-motorized pedestrian path from the existing sidewalk around the park over the Cass River to Pike Street. The project also included improvements to the existing pavilion by installing new footings and support bracing to the columns of the pavilion, two new updated single use restrooms, updated mechanical and electrical work and updated to the utility room. This new Path and the Pavilion Improvements were funded in part by the Village, and a Michigan Passport Grant.

### Main Street Water Main Replacement – *Project Manager* City of Frankenmuth

Responsible for project management, design, permitting, bidding, construction inspection and administration of 1,400 linear feet of 8-inch D.I. water main replacement and the HMA/Concrete road restoration. Utilized traditional design methods to install the utility under a busy highway conforming to MDOT and MDEGLE requirements. Phased the construction to maintain access to all businesses for the project duration. Communicated daily with inspectors, made frequent trips to the site and assisted in resolving any onsite conflicts.

# Water System Reliability Study & General Plan – *Project Manager* Village of Capac

Responsible for updating the Village's Part 12-Reliability Study and Part 16-General Plan. Includes preparing water use projections, demand allocation, hydraulic computer model update and calibration, hydraulic modeling, hydrant flow testing, fire flow simulations, pressure simulations, capital improvement plan, and report writing.

### Waste Water Asset Management Plan – *Project Manager* Fort Gratiot Charter Township

Responsible for collecting and using Township drawings, field notes and revisions to create a master sanitary sewer and storm sewer inventory. Also developed a GIS utility base map with survey and inventory data collected and a conditional assessment rating system for the storm and sanitary sewer structures in the field. Responsible for reviewing sewer main defects coding and video inspection, along with coordinating directly with the client. Developed a system criticality, level of service documentation, and capital improvement plan compiled in a detailed report.

#### Senior Associate/Project Manager

#### Years of Experience:

8 years

Certifications:

Professional Engineer, State of Michigan, 2016, License #63665

Education:

Bachelor of Science in Civil Engineering, Michigan Technological University, 2012

Masters in Civil Engineering, Norwich University, 2014

#### **Specialized Training:**

Water Distribution Modeling and Water Quality Analysis

PSMJ Project Manager Bootcamp

AutoDesk Storm and Sanitary Analysis, 2015

NASSCO- National Assoc. of Sewer Service Companies – PACP/MACP/LACP

#### **Professional Experience:**

Spicer Group, Inc., Saginaw, MI, Project Manager, Since 2017 Project Engineer, 2016 Design Engineer, 2012-2016

Professional Organizations:

ASCE Member

AWWA Member



# Steve R. Rutkowski, P.E. (continued)

### Akron Pump Station Replacement – Project Manager

### Village of Akron

Responsible for project management, USDA Rural Development financial application, design, permitting, easement verification, bidding, construction inspection and administration for the Villages primary pump station replacement and force main rehabilitation. Utilized a submersible pump station design to replace an existing "Can" station per MDEGLE requirements.

# Junction Road Transmission Main & Dehmel Road Water Main Replacement – *Project Manager*

### **City of Frankenmuth**

Responsible for project management, design, permitting, bidding, construction inspection and administration of 13,500 linear feet of 20-inch transmission water main replacement and 2000 linear feet of 12-inch water main replacement. Utilized both traditional and trenchless design to install the water main in an area with several drainage crossing per Michigan DEQ requirements. Communicated daily with inspectors and made frequent trips to the site to ensure constructions specifications and permits were being followed, assisting in resolving any onsite conflicts.

### Interceptor Sewer CIPP – *Project Manager* Village of New Lothrop

Responsible for project management, design, permitting, bidding, construction inspection and administration for the rehabilitation of 4,700 linear feet of 15 to 24-inch interceptor sewer and 17 manholes. Utilized trenchless cured in place pipe methods to rehab the sewer and spray liner technology to rehab the manholes to meet MDEGLE requirements. Successfully obtained permitting through the floodplain and under the Misteguay Creek. Communicated daily with inspectors and made frequent trips to the site to ensure constructions specifications and permits were being followed, assisting in resolving any onsite conflicts.

# Water Distribution System Water Main Replacement – *Project Manager* Sebewaing Light & Water

Responsible for project management, design, permitting, bidding, construction inspection and administration of 13,860 linear feet of 12-inch through 8-inch water main replacement, and a meter pit. Utilized both traditional and trenchless design to install utility in an area with overcrowded public right of ways per usage demands and MDEGLE requirements. Worked with a local contractor to provide the best project for the Village and visited the site frequently to ensure constructions specifications, and permits were being followed, and assist in resolving any onsite conflicts. Water System Hydraulic Modeling:

- Village of Capac
- Blumfield-Reese Water Authority
- Village of Akron
- Village of Clifford
- Tittabawassee Township
- Village of Sebewaing
- Kochville Township
- Village of Unionville
- Village of Cass City
- Village of Ashley
- Village of North Branch
- Village of Elkton
- Village of Mayville
- Saginaw Charter Township



### Jennifer M. Garza, P.E.

Ms. Garza is a registered professional engineer in Spicer's Municipal Services Group. She has 18 years of experience providing design, bidding, and construction administration services for pump stations and force mains, gravity and low-pressure sanitary sewer collection systems, wastewater treatment systems, drinking water distribution and treatment systems, and performing hydraulic modeling, permitting assistance, and assistance with numerous applications for USDA Rural Development and State Revolving Loan funding.

### **RELATED EXPERIENCE**

# Flushing Wastewater Treatment Plant Improvements – *Project Manager/Engineer* City of Flushing, MI

Responsible for the capacity study, USDA RD financial application, design, permitting, and construction administration for grit removal system repairs, installing two new clarifiers, blower and blower piping replacement, replacing the sludge digester cover and heat exchanger/mixer system, and installing a 1 MG sludge storage tank and mixing system.

# Mayville Wastewater System Improvements – *Project Manager/Engineer* Village of Mayville, MI

Responsible for the USDA RD financial application, design, permitting, and construction administration for approximately 1,500 feet of sewer replacement in three (3) areas, approximately 4,600 feet of CIPP sewer lining, replacement of two drypit pump stations with submersible style stations, and improvements to the existing 2-cell wastewater lagoon system including adding a third cell.

### Dixie Pump Station Improvements – *Project Manager/Engineer* Bridgeport Charter Township, MI

Responsible for the study, design, permitting, and construction administration for a new duplex sanitary pump station to replace an existing drywell triplex pump station that is over 60 years old. The project will include an onsite generator. The existing pump station will be abandoned.

# Dickerson Lake Sanitary Sewer System – *Project Manager/Engineer* Sidney/Douglass Townships, MI

Responsible for the feasibility study, USDA Rural Development funding assistance, design, permitting, and construction administration of a new low-pressure sanitary collection system with 181 grinder pump stations around the lake. A new duplex submersible pump station and forcemain will pump the flow 3.5 miles to an existing Township pump station. The work will include an odor control system and connection to the existing pump station with some upgrades.

#### Years of Experience:

18 Years

#### Registration:

Professional Engineer State of Michigan License #54067

Education:

Bachelor of Science in Biosystems Engineering, Michigan State University, East Lansing, MI, 2002

#### Professional Experience:

Spicer Group, Inc., Saginaw, MI, since 2007

Tetra Tech, Inc. Richmond, MI, 2002-2007

Tetra Tech, Inc. Lansing, MI 2001-2002

#### Professional Affiliations:

MWEA

WEF

Certified Storm Water Operator



# Jennifer M. Garza, P.E. (continued)

#### **Project Manager**

| Southfield Pump Station Improvements – <i>Project Manager/Engineer</i><br>Bridgeport Charter Township, MI<br>Responsible for the study, design, permitting, and construction administration for a new<br>duplex sanitary pump station to replace an existing drywell duplex two-speed pump station<br>that is almost 60 years old. A new dedicated HDPE forcemain was installed from the new<br>site to a new discharge location. The existing pump station and its dual forcemains were<br>abandoned. The project included Flygt Concertor <sup>™</sup> smart pumps and an onsite generator. |  |
|---|--|
| Wastewater Asset Management Plans – <i>Project Manager/Engineer</i><br>Multiple Clients, MI   |  |
| Responsible for managing and preparing Wastewater Asset Management Plans as part of the MDEQ S.A.W. program, including asset inventory, condition assessment, risk analysis, pump station inspections, GIS mapping, SSA modeling, capital improvements plan, and rate study. Clients include Monitor Charter Township, Oscoda Charter Township, Village of Ashley, Sidney Township, and Bridgeport Charter Township.  |  |
| Almont Wastewater Treatment Plant Improvements – <i>Project Manager/Engineer</i>  |  |
| Responsible for design and construction administration for equipment replacement in the existing oxidation ditches and 30-diameter clarifiers, several valve replacements throughout the plant, and concrete tank coating.  |  |
| Water System Extension – <i>Project Manager/Engineer</i>  |  |
| Responsible for funding assistance, design, permitting, and construction administration of water system extensions within the Township. Prepared the USDA Rural Development application for a federal ECWAG grant, for installing 3,400 feet of new water main for connecting homes with private wells in the PFC contamination plume area.   |  |
| Pump Station #3 Replacement – Project Manager/Engineer  |  |
| Responsible for managing the design and construction administration of replacing the existing pump station with a new duplex submersible pump station and directionally drilling new HDPE forcemain under the Bullock Creek and connection to an existing pipe bridge.  |  |
| Pump Station #25 Improvements – Project Manager/Engineer  |  |
| <b>Oscoda Charter Township, MI</b><br>Responsible for the design, permitting, and construction administration for improvements to<br>the existing pump station for lining both wet wells and providing bypass pumping<br>capabilities by installing a new upstream manhole and combining both forcemain and<br>gravity flows prior to entering the pump station.  |  |
|   |  |
| Saginaw Office<br>230 South Washington Avenue   | Phone: (989) 754-4717<br>Toll Free: (800) 833-0062 |



### Shawn P. Middleton, P.E., CFM

Mr. Middleton has specialized in municipal and water resources engineering since 1994. He has both a Bachelor and Master of Science degrees in Civil Engineering from Michigan Technological University and is a registered Professional Engineer.

Mr. Middleton is the Manager of the Municipal Service Group in the Manistee and St. Johns offices. He has 26 years of experience, including 25 years with Spicer Group, in designing and managing projects of all types, sizes and complexities. He was previously involved in many projects involving the Remy Chandler Intercounty Drain, including Drain Maintenance Inventories, Drain Maintenance Improvement projects, and General Service contracts. He is currently involved in many Asset Management projects for various municipalities.

### City of Manistee, Engineer of Record– *Principal in Charge* City of Manistee, MI

Responsible for reviewing and overseeing multiple projects as the City Engineer. Example projects include 2019 General Wastewater Improvements, Phases I & II, 2017 Street Improvements, 6<sup>th</sup> Ave. Pump Station and Riverbank Sewer project, sidewalk ad river walk improvements, watermain extension projects, City park and beach area improvements, pump stations, site reviews and general engineering services.

### US-31 Connection, Reconstruction of I-94, and Reconstruction of I-94BL – *Design* Engineer/Hydrologic Analysist

### Southwest MI

Responsible for performing hydrologic analysis, reporting and detention/retention basin sizing for the US-31 Connection, I-94 and I-94BL Reconstruction project in Southwest Michigan. Spicer Group, Inc. is a subconsultant to Benesch for Hydraulics, Landscape, and Surveying efforts.

# As-Needed Hydraulic Design Services – *Project Manager, QA/QC/Hydraulic Engineer* Kent County, MI

Responsible for performing hydraulic analysis for proposed storm sewer system alternatives on M-44 (Beltline Ave). Analyzed concepts, high level cost estimates and determined flow share responsibilities. Project length is approximately 1.5 miles, in the City of Grand Rapids and Grand Rapids Township. This is part of Spicer Group's asneeded contract with MDOT.

# Stormwater and Wastewater Asset Management Plans - *Project Manager/Principal in Charge*

### **Multiple Clients**

Responsible for managing and preparing Wastewater Asset Management Plans and Programs as part of the MDEQ S.A.W. program, including asset inventory, condition assessment, risk analysis, pump station inspections, GIS mapping, SSA modeling, capital improvements plan, and rate study. Clients currently include City of Manistee, City of Carson City, Village of Perrinton, Village of Maple Rapids, Village of Bear Lake, and Montgomery Drain Drainage District (Ingham County).

### Principal/Sr. Project Manager

#### Experience:

26 years

#### Registration:

Professional Engineer, State of Michigan, 1997 License # 42722

#### Education:

Master of Science in Civil Engineering, Michigan Technological University, Houghton, MI 1994

Bachelor of Science in Civil Engineering, Michigan Technological University, Houghton, MI 1992

#### Certifications:

Certified Floodplain Manager (CFM), July 2004

Storm Water Operator Construction Sites

Various Hydraulic & Hydrologic modeling certifications

#### Professional Experience:

Spicer Group, Inc. St. Johns, MI

St. Johns' & Manistee Municipal Manager, 2015

St. Johns' Water Resources Area Manager, 2000

Spicer Group, Inc. Saginaw, MI, Project Manager 1995-2000

Wilcox Associates Cadillac, MI 1994



### Shawn P. Middleton, P.E., CFM (continued)

### Chappel Dam Emergency Flood Assistance & Improvements – *Project Manager* Gladwin County, MI

Responsible for performing site inspections immediately after flooding event of May 2020, as well as follow up inspections. Coordination with local agencies and EGLE as necessary. Preparing condition reports for findings of inspections, preparing cost estimates for necessary repairs. Performing design, permitting and construction engineering for the dam improvements project.

# St. Johns Big Ditch Drain and Bond and Hansen Drain Improvements – *Project Manager*

### City of St. Johns, MI

Responsible for overseeing and review of design, bidding, and construction administration for the project which consists of: approximately 2,400 ft. of open channel drain construction, detention pond and berm excavation and embankment, outlet control structures, approximately 1,400 ft. of concrete storm sewer, and associated restoration.

# Lake Kathleen Dam Removal Project/Woodland Road Bridge Replacement – *Principal in Charge*

### **Emmet County Road Commission / Rick Holton, MI**

Responsible for overseeing and review of design, bidding, and construction administration for the project which consists of: Removal of dam and existing culverts to return the Maple River to its natural state, coordinating with MDEQ, MDNR, USFWS. The bridge work included placement of a 3-span, 34-foot long by 70-foot total span by 10.75-foot rise timber bridge. Project also includes construction of six cross vanes for streambed protection within the restored river channel to match proposed stream grades up and downstream of removed dam and road.

### Green #4 Consolidated Drain Improvements – *Project Manager* Delhi Township, Ingham County, MI

Responsible for QA/QC of field survey, study and analysis of flooding conditions, hydrologic and hydraulic modeling, selection and design of water quality BMPs, green infrastructure and Low Impact Design (LID) components. Construction included 112 infiltration swales, one dry detention basin, four miles of storm sewer and corresponding installation of extensive soil erosion and sedimentation control measures. Responsible for overseeing inspection and construction administration. Partial funding for this project was provided by a S.A.W design grant.

### Triton Industries Sewer Project – *Principal in Charge* Watertown Charter Township, MI

Responsible for overseeing and review of design, bidding, and construction administration for the project which consists of: design of a new sewage pump station to handle flow from Triton Industries as well as to allow for future growth in the area. Along with the pump station, 625 ft. of 8-inch gravity sewer will be installed, and 2,500 feet of 3-inch force main was directionally drilled in order to connect to an existing manhole. This included the administration of a Community Development Block Grant used to fund the construction of the project.

#### Principal/Sr. Project Manager

#### Professional Affiliations:

Michigan Stormwater-Floodplain Association (MSFA)

Association of State Floodplain Managers (ASFPM)

Association of State Dam Safety Officials

Michigan Association of County Drain Commissioners (MACDC), Associate Member

American Society of Civil Engineers (ASCE)

Michigan Society of Civil Engineers

County Road Association of Michigan (CRAM)

Other Affiliations:

Rotarian

Member of various local and non-profit committees



### Nicholas D. Czerwinski, P.E.

During the past 16 years, Mr. Czerwinski has gained experience with the management, coordination, design, modeling, construction, and inspection for water distribution, sanitary sewer and storm water management systems, including open and closed storm drainage systems. These designs require the use of hydrologic and/or hydraulic computer modeling with EPA SWMM, AutoDesk Storm and Sanitary Analysis (SSA), NRCS TR-20, NRCS TR-55, MDEQ SCS-92, EPA NET, WaterCAD, HEC-RAS, CulvertMaster, FlowMaster, and HEC-HMS. Mr. Czerwinski's experiences and responsibilities include: project management, engineering design, survey coordination, computer modeling, engineering calculations, construction inspection, dam inspections, drainage studies, cost estimates, site plan review, site inspections, and coordination with regulatory agencies and utility companies.

### **EXPERIENCE AND QUALIFICATIONS**

### Universal Pump Station – *Project Manager* Saginaw County, MI 2019

Responsible for the rehabilitation of an existing storm water pump station, the replacement of 5 large axial flow pumps, addition of VFDs, replacing existing trash rack with a new self-operating self-cleaning trash rack, complete electrical controls upgrade, and various structural improvements inside and outside the 50-year-old structure.

### Hemlock Tile Drain – *Project Manager* Saginaw County, MI Ongoing

Responsible for design of a newly consolidated county drain to serve the Hemlock area. The project included enclosed drainage infrastructure and the design of a 4-acre-foot detention basin. The design included hydrology calculations, unsteady state SWMM modeling, utility coordination, and drainage district establishment.

### Indian Creek Intercounty Drain – *Project Manager*

Lapeer County/Tuscola County/Sanilac County, MI, Ongoing Responsible for designing improvements for intercounty drain project. The design included hydrologic and hydraulic calculations, box culvert design, and channel maintenance design.

#### Fulton Street Drain – *Project Manager* Tuscola County, MI 2016

Responsible for establishment and design a new county drain that including both open and enclosed drainage infrastructure. Including hydrology and hydraulic calculations, permitting, utility coordination, drainage district establishment, and construction administration.

### North Branch of Mill Creek Intercounty Drain Study – *Project Manager* Lapeer County, Sanilac County, St. Clare County, MI 2016

Responsible for conducting a highly detailed study on an open channel drain that included an existing dam and impoundment area. Project include unsteady state SWMM

### Project Manager

#### Experience:

16 years

#### Registration:

Professional Engineer State of Michigan 58360

#### Education:

Bachelor of Science Civil Engineering Michigan Technological University Houghton, MI 2006

#### Certifications:

EGLE Storm Water Operator – Construction Sites

Professional Experience:

Spicer Group, Inc., Saginaw, MI

Saginaw County Public Works Saginaw County, MI



Engineer

# Nicholas D. Czerwinski, P.E.

modeling, HEC-RAS modeling, data analysis, hydrology calculations, flood mapping, and dam design.

### Chippewa River Weir Repairs – *Project Manager* Isabella County, MI 2015

Responsible for designing the reconstruction project for failed weirs in the river where the previous weirs had been washed away. Design included hydraulic calculations, weir construction design, riprap sizing/design, permitting, and construction administration. **Chippewa River Bank Stabilization** – *Project Manager* 

### Isabella County, MI 2015

Responsible for designing bank stabilization measures on the river where it paralleled a major road and public safety concerns were present due to large amounts of erosion. Design included hydraulic calculations, bank stabilization design, riprap sizing/design, permitting, and construction administration.

### Ostrander Drain – *Project Manager* Saginaw County, MI 2015

Responsible for designing open channel banks stabilization improvements to county drain project including stabilization of the drains outlet into the Tittabawassee River which had severe bank erosion and stability concerns. The project included the hydrologic and hydraulic calculations, bank stabilization design utilizing natural stream design features, two-stage channel design, riprap sizing/design, culvert design, permitting, and construction administration.

### Freeland Tile Drain – *Project Manager* Saginaw County, MI 2015

Responsible for designing improvements for an enclosed county drain project including traditional open cut installation, trenchless rehabilitation of portions of the existing sewer, and relocation of the drains outlet. The design included hydrologic and hydraulic calculations, storm sewer design, and trenchless rehabilitation design.

### Gilkey Creek Flood Control and Detention Basin – *Project Engineer* City of Burton, MI 2014

Responsible for assisting with the study, design and construction of a 120-acre-foot stormwater detention basin to alleviate downstream flooding in the City of Burton. The detention basin includes three chambers that work together to hold back flows from large storm events. Water control structures were designed to direct detention flows appropriately depending on the size of the storm and amount of runoff generated within the watershed.

### Swiss Gardens Drain Improvements – *Project Engineer* Monroe County, MI 2010

Assisted with the design of drain improvements to the 3-mile-long tiled drain and 6.1-acrefoot detention in the Swiss Gardens Drain in southeastern Monroe County. Project involved a preliminary study, permitting, easement acquisition, and engineering design,



# Kelsea R. Sutton, E.I.T., C.F.M.

Ms. Sutton's work at Spicer Group, Inc. is focused on Water Resource Engineering, specializing in surface water quality projects. She has been working with National Pollutant Discharge Elimination System (NPDES) Phase II communities in Berrien, Cass, Eaton, Livingston, Monroe, Saginaw, Sanilac, and St. Clair Counties. Her primary focus besides NPDES Phase II has been related to storm and surface water quality, the completion of Michigan Department of Environment, Great Lakes, and Energy (EGLE)/United States Army Corps of Engineers (USACE) Joint Permit Applications, floodplain management, Part 315 and 307 Dam Inspections and design, county drain petitioned maintenance projects, stormwater site design and plan reviews. Ms. Sutton has also recently become an ASFPM Certified Floodplain Manager and a board member for the Michigan Stormwater-Floodplain Association (MSFA), the Michigan Chapter of the Association of State Floodplain Managers.

### **EXPERIENCE AND QUALIFICATIONS**

#### **NPDES Phase II**

**Berrien, Cass, Eaton, Livingston, Monroe, Saginaw, Sanilac, and St. Clair Counties** Ms. Sutton assisted with the completion of National Pollutant Discharge Elimination System Phase II Municipal Separate Storm Sewer System (MS4) permits for communities within Berrien, Cass, Livingston, Monroe, Saginaw, Sanilac, and St. Clair Counties. She has developed and submitted Public Education Plans (PEP), Illicit Discharge Elimination Plans (IDEP), Public Participation Plans (PPP), Storm Water Pollution Prevention Plans (SWPPP), Construction Stormwater Runoff Control Program Plans (CSWRCP), Pollution Incident Prevention Plans (PIPP), Post-Construction Control Plans (PCC), Pollution Prevention and Good Housekeeping (PP/GH) documentation, and Progress Reports related to NPDES permitting and storm water requirements.

She continues ongoing communication and keeping compliance for current clients in Berrien, Cass, Eaton, Livingston, Monroe, Saginaw, Sanilac, and St. Clair Counties with related tasks such as outfall and point of discharge source dry weather screening, IDEP spill response, GIS mapping, utilizing the EGLE's online database system, MiWaters, coordination with EGLE staff, representing clients during EGLE audits, documentation aiding the completion of MS4 permits, and various tasks related to Phase II storm water requirements.

#### Michigan Dam Inspections Various Locations, MI

Part 315 and 307 Dam Inspections for low, medium, and high hazard dams for various locations around the State of Michigan. All inspections include interactions with the owner(s) of the dam and the completion of Dam Inspection Reports for the owner(s) along with the Michigan Department of Environment, Great Lakes, and Energy Dam Safety Unit.

#### **Project Manager**

#### Experience:

7 years

#### Education:

Bachelor of Science in Civil Engineering, Michigan Technological University, MI, 2013

#### Certifications:

Fundamentals of Engineering, State of Michigan, 2013

ASFPM Certified Floodplain Manager, Certificate No. US-17-09640, March 2017

Storm Water Management Operator: Industrial Site, 2019

Storm Water Management Operator: Construction Site, 2019

Soil Erosion and Sedimentation (SESC) Comprehensive, 2019

#### Professional Experience:

Spicer Group, Inc. Saginaw, MI since 2014

Spicer Group, Inc. Saginaw, MI Watershed Co-op May - August 2013

#### Professional Organizations:

Michigan Stormwater-Floodplain Association (MSFA) - Board Member and Region 6 Representative

Michigan Water Environment Association (MWEA)

Phone: (989) 921-5592 Toll Free: (800) 833-0062 Fax: 989) 754-4440 kelseas@spicergroup.com

Saginaw Office 230 S. WASHINGTON Saginaw, Michigan 48607 www.spicergroup.com



**Project Manager** 

### Kelsea R. Sutton, E.I.T., C.F.M. (continued)

# EGLE/USACE Joint Permit Applications Various Locations, MI

Ms. Sutton has assisted with various EGLE/USACE Joint Permit Applications for projects related to Part 325, such as the Kawkawlin River Dredge Project, Part 31, 301, 303, and 315. Coordination with the EGLE and/or USACE, if applicable, was required for each submittal. Utilization of the EGLE's new online database system, MiWaters, is now necessary for these submittals and she continues to assist internally for other Spicer Group departments as well as coordinate with the EGLE's MiWaters internal staff.

### **Surface Water Design**

Ms. Sutton has designed two soft armored spillways for earthen dams on two lakes in Michigan. Her work on earthen dams has provided experience in determining causative factors for erosion during inspections of dams.

She works as a municipal drainage engineer for many communities and counties and provides review services for site developments including review of Soil Erosion and Sedimentation Control (SESC) plans for our municipal clients and internally for other Spicer Group departments to assure SESC plans are designed adequately.

She was involved with the Fashion Square Boulevard Extension in Kochville Township, Saginaw, Michigan. Her involvement with the project included the following:

- Design (two-stage drain design)
- Saginaw County Public Works Commissioner (permitting, county drain establishment)
- EGLE/USACE Joint Permitting (Part 31 and 301)
- Federal Emergency Management Agency Letter of Map Amendments (LOMAs)

Ms. Sutton has served as project engineer, field designer, field coordinator, and engineering the design work for a project within the Swartz Creek Watershed, Genesee County, MI which consisted of the restoration of severe gully erosion sites.

# NextEra Tuscola Bay Wind Farm Phase II – *Construction Management* Tuscola County, MI

Ms. Sutton assisted with the construction management phase of the NextEra Tuscola Bay Wind Farm in Tuscola County, MI which included interactions with the Tuscola County Drain Office, contractors, and foremen related to utility bores and permanent and temporary culverts in the proximity of Tuscola County Drains.

### Spicer Group, Inc. – Various Projects – Design Engineer to Project Manager

Listed below are other projects Ms. Sutton has been involved in since working at Spicer Group with multi-disciplinary responsibilities consisting of inspection, engineering, and technical writing from design engineer to project management roles:

• Dredging projects such as Kawkawlin River in Bay County, MI and White Lake in Highland Township, Oakland County, MI.



### Richard D. Kathrens, P.E.

Mr. Kathrens is a Project Manager responsible for municipal and transportation engineering projects. He meets the requirements as a Qualified Team Leader as defined by the National Bridge Inspection Standards (NBIS). He has completed numerous bridge inspections following the policies and procedures developed by MDOT to ensure compliance with the NBIS. He is the author of the Michigan Structure Inspection Manual (MiSIM) and very familiar with the MiB<sup>RIDG</sup>E web application. He has completed bridge inspections for MDOT Regions and several Michigan Local Agencies during his career.

# MDOT Metro Region Bridge Scoping and Detailed Inspections – Project Manager Metro Region, MI

responsible for completing as-needed bridge scoping and detailed inspections for structures located in the Metro Region. Tasks include completing field work for detailed and hands on inspections to provide repair alternatives, scope of work, and cost estimates for each structure assigned. MDOT TSC and Region coordination was completed to develop temporary maintaining traffic strategies to complete the initial field inspections and for inclusion in the scoping reports.

### Woodland Road Bridge over the Maple River – *Project Manager* Emmet County, MI

Responsible for overseeing the design parameters for a timber bridge, installing timber substructure pilings, and associated paving necessary to open Woodland Road. Also the construction administration of the removal of the existing road crossing and replacement with the timber bridge.

# As-Needed Routine and In-Depth Bridge Inspections – *Project Manager/Inspector* Wayne County, MI

Responsible for completing routine inspections, fracture critical, in-depth inspections, and load ratings in accordance with the NBIS and MDOT policies. Services also include assisting Wayne county with developing the Wayne County Bridge Inspection Program and completing the Plan of Corrective Action (PCA) requirements as agreed upon with MDOT and FHWA.

### Wayne County Bridge Design Quality Control – *Project Manager* Wayne County, MI

Responsible for overseeing the design of and emergency deck replacement for two Toledo Road bridges in Wayne County. Cost estimates, plans and details for the deck replacement were prepared for the project as well as special details needed for the steel beam and bearing repairs. Mr. Kathrens was also responsible for shop drawing review. This project was designed in accordance with the MDOT LAP design process.

# Williamson Road over King Drain - *Project Manager* Saginaw County, MI

Responsible for overseeing the design needed for bridge replacement. Included alternative analysis, hydraulic analysis, permit preparation, preparation of TS&L package, submittal of GI plans and attend GI meeting, final design and shop drawing review. Project consisted of the removal of an existing steel stringer bridge, and replacement with a four-sided pre-cast culvert.

### **Project Manager**

Experience: 26 years

Registration: Professional Engineer, State of Michigan, 1998 License # 43892

Education / Training: Bachelor of Science in Civil Engineering, Michigan Technological University, Houghton, MI 1992

NHI 130108 Bridge Maintenance Training, January 2017

NHI 130078 Fracture Critical Inspection Techniques for Steel Bridges, February 2010

NHI 130055 Bridge Inspection Refresher Training, January 2005

NHI 130078 Fracture Critical Inspection Techniques for Steel Bridges, February 2005

MDOT Maintenance Division, Sky Genie Training, April 2007

NHI 130053 Safety Inspection of In-Service Bridges, February 1998

Bridge Inspection Workshop, Pontis, June 1995

Wisconsin, Bridge Inspection Update, December 1993

MDOT Contract Review and Revision, April 1996

Michigan Certified Bituminous technician, December 1996

MDOT office Management Procedures for Local transportation Projects, April 1995

Nuclear Density Training, November 1994

Michigan Certified Aggregate Technician, December 1994



### Richard D. Kathrens, P.E. (continued)

### Center Tunnel Inspection - *Project Manager/Team Leader*

### City of Pontiac, MI

Perform field inspection and provide report for the Phoenix Center Tunnel in accordance with the National Tunnel Inspection Standards (NTIS).

### 2018 Street Improvement Project – Project Manager

### City of Manistee, MI

Responsible for overseeing design and construction inspection and administration for street improvements including: approximately 0.92 miles of street rehabilitation, including cold milling, crushing & shaping, HMA pavement resurfacing and minor curb & gutter work.

### NBIS Program Manager – *Bridge Safety Inspection Engineer* Michigan Department of Transportation, Lansing, MI

Serving as the Department's statewide bridge safety inspection engineer/team leader, responsible for general oversight and guidance of the state's highway bridge safety inspection and bridge evaluation program to meet the National Bridge Inspection Standards (NBIS). Served as liaison and specialist to the department's seven regions and Local Agencies in support of their bridge inspection responsibilities. Managed the state's annual quality assurance program for highway bridge safety inspection. Responsible to ensure uniform interpretation and application of the requirements for the safety inspection and evaluation of bridges as set for in the Code of Federal Regulations, the AASHTO Manual for Bridge Evaluation, MDOT's Michigan Structure Inspection Manual (MiSIM), and other state manuals, standards, and guidelines. Served as project manager for the development and implementation of the MiB<sup>RIDG</sup>E web application.

### Movable Bridge and Fracture Critical Engineer Michigan Department of Transportation, Lansing, MI

Engineer/Team Leader responsible for inspection and assisting with the asset management for these complex structures. Responsible for working with a team within the MDOT's Bridge Operations Unit to provide condition assessments for the Movable and Fracture Critical Bridges. This included coordination with MDOT's reachall crew and performing bridge safety inspections in accordance with NBIS, FHWA and MDOT criteria and preparing reports using MiB<sup>RIDG</sup>E. Responsible for completing Fracture Critical inspection of steel bridges statewide. Additional duties include managing consultant contracts for detailed mechanical/electrical inspections of the movable bridges and underwater bridge inspections for MDOT's "Big" bridges. Miscellaneous duties include preparing presentations and presenting at MDOT conferences, providing assistance with the development and maintenance of the MiB<sup>RIDG</sup>E Special Inspection Reports.

#### Bridge Safety Inspections – *Project Manager* Saginaw County Road Commission, MI

Project Manager/Team Leader responsible for completing the bridge inspections for all the County's 220 bridges in accordance with FHWA and MDOT criteria, which included performing load rating calculations and completing required inspection forms. Multiple style structures were inspected and analyzed which included prestressed I/box beams, concrete jack arches, trusses, steel stringer, built up plate girders, plate arches, and box culverts.

### **Project Manager**

#### Professional Experience:

Spicer Group, Inc, Saginaw, MI, Project Manager, Associate, 1993-1998, 2000-2004, 2017-Present

Michigan Department of Transportation, Bridge Safety Inspection Engineer, 2009-2017

Michigan Department of Transportation, Movable Bridge/Fracture Critical Engineer, Since 2004-2009

HNTB-Michigan, East Lansing, Project Manager, 1998 -2000



### Tanya M. Moore, PLA, CPSI, ALSA

Ms. Moore has provided landscape architectural and planning services to different agencies throughout Michigan. She previously worked for the City of Lansing Parks and Recreation Department as a Landscape Architect/Project Manager where she worked on numerous projects including trails, park improvements, master plans, grant writing and administration, construction services, budgeting and accounting for capital improvements, and other related duties. She has been involved with several universal-access-focused projects and has played a significant role in writing successful grant applications for recreation-related projects.

### **RELATED EXPERIENCE**

### Dr. Martin Luther King Jr. Trail Connector – *Project Manager* Bay, Saginaw, Midland Counties, MI

Responsible for managing the design of the new quarter-mile-long path that connects Sparks Foundation County Park to the Dr. Martin Luther King Jr. Equity trail. The new path is located through a natural setting that includes wetlands, uplands, and wooded areas. The path includes 300 lineal feet of boardwalk that traverses through a wetland area.

#### Loon Lake Park Trail – *Project Manager* Bay, Saginaw, Midland Counties, MI

Responsible for the design, coordinating construction inspection, and grant administration for a new six-foot-wide one-mile-long crushed limestone pathway in Plainfield Township Park. The path winds around Mud Lake and includes three new wooden pedestrian bridges, wildlife viewing areas and interpretive signage. The project was funded with a \$140,000 MDNR Trust Fund Grant.

### Saginaw Valley Multi-Community Rail Trail – *Project Manager* James Twp, Thomas Twp, Swan Creek Twp, Village of St. Charles, MI

Responsible for managing the design, construction and grant administration of this nearly 10-mile long paved path which included the construction of 3 large bridges and several wildlife viewing decks. The project was awarded the Innovative Recreation Design award from the Michigan Recreation and Parks Association.

### Saginaw Charter Township Multi-Use Path –*Project Manager* Saginaw Charter Township, MI

Responsible for managing the design and grant administration (MDOT-TE) for the onemile-long paved path which included the construction of a new pedestrian bridge and installation of park benches, lighting, informative signs and trees. Also coordinated the securing of easement agreements and assisted with construction administration.

### Sunrise Side Multi-Use Path – *Senior Project Manager* Iosco & Arenac Counties, MI

Managed the study, design, and funding (MDOT-TE grant) of a new 38.7-mile-long multi-use pathway extending through 2 counties and 8 municipalities along Lake Huron. A 7-mile-long section including a 100-foot prefabricated bridge has already been constructed, and funding is currently being gathered for the construction of the remaining sections.

### Landscape Architect / Planner

#### Years of Experience:

27 years

Education:

Bachelor of Landscape Architecture, Michigan State University, East Lansing, MI, 1993

#### Certification:

Registered Landscape Architect, State of Michigan, Since 1998, #1249

Certified Playground Safety Inspector, NRPA, Since 1996

Professional Experience:

Spicer Group, Inc., Saginaw, MI, since 2006

American Society of Landscape Architects, Michigan Chapter, Member since 1991, Newsletter Editor, 1995– 97, Treasurer, 1999–2001

City of Lansing Parks & Recreation Department, Landscape Architect, 1992–1993, 1998–2006

Lansing Community College, Landscape Architectural Technology, Instructor, 1995–2000

DP & Hoffman Play Works, Brighton, MI, Landscape Architect / Playground Consultant, 1997–1998

Landscape Architects & Planners, Lansing, MI, Landscape Designer, 1993–1996



### Tanya M. Moore, PLA, CPSI, ALSA (continued) Landscape Architect / Planner

### Memorial Park Access Improvements – *Landscape Architect* Branch County, MI

Responsible for assisting with the design of a new dock to provide shore fishing to park visitors, improving access to the park with the addition of designated handicap parking spaces in the existing parking lot, a new accessible path connecting the parking area to an existing pavilion and the new fishing doc. New accessible cabins were also designed/constructed to provide opportunities for park visitors looking for a short-term stay.

### Oscoda Recreation and Fishing Pier – *Landscape Architect* Oscoda Township, MI

Responsible for the landscape design associated with a new 8-foot wide, 150-foot-long wooden boardwalk and a 14-foot-wide, 320- foot long pier. The pier extends out into Lake Huron and creates a link between the water and Oscoda Beach Park Boardwalk.

# Cass River Water Trail – *Landscape Architect/Designer* Frankenmuth, MI

Responsible for assisting with the design and construction of ADA-accessible areas along the Cass River. This included major improvements at two riverfront parks and the construction of a highly-used ADA-accessible kayak/canoe launch. New parking areas and trails leading down to the river's edge were also constructed.

### Andersen Recreational Complex – *Landscape Architect/Designer* Bridgeport Charter Township, MI

Responsible for assisting with the grant writing, design and bidding of major universal accessible improvements throughout the park. Improvements include a multi-use field, rubber-surfaced, for multiple sports, events and activities, accessible restrooms with changing areas, an entry arch to the field, two (2) parking lots with an increased number of accessible parking spaces, accessible changing rooms incorporated into the restrooms, lighting of the field and accessible paths connecting the park and surrounding community to the new improvements.

# Barber Park Waterfront Improvements – *Landscape Architect/Designer* Montrose, MI

Responsible for assisting with the design and construction of two new floating fishing piers along the Flint River. Other improvements included in this project were a new boat launching ramp, new bathroom building and a mile-long paved non-motorized path.

# Looking Glass River Canoe/Kayak Launches – *Landscape Architect/Project Manager* DeWitt Township & City of DeWitt, MI

Responsible for managing the design of several new access improvements at two different parks along the Looking Glass River. Improvements included two universally-accessible canoe/kayak launches, access paths, interpretive signing and improved parking. Also assisted with the successful grant writing efforts for this project.



### Roger P. Mahoney, P.S.

Roger is the Survey Service Group Area in the Saginaw Office. His responsibilities include field crew coordination and scheduling, office set-up and field work for remonumentation; boundary surveys; platting subdivisions and preparation of condominium drawings and recording of those developments; preparation of easements and legal descriptions; section corner recovery and survey retracement; project set up and review of ALTA/NSPS Land Title Surveys; alignment and right-of-way establishment for MDOT design surveys; topographic surveys for water main, sanitary sewer, storm sewer, open channel drain, and roadway projects; construction staking; Global Positioning System (GPS) operation and coordination.

### **EXPERIENCE AND QUALIFICATIONS**

#### County Remonumentation – Project Surveyor

#### Saginaw, Bay, Clinton, Ingham, Huron, Tuscola and Sanilac Counties, MI

Contract Surveyors for the State Remonumentation Program. Set up of project, historical research, Preparation of Land Corner Recordation Certificates, Peer Group presentation and recording. County Representative for Remonumentation program for Saginaw County and have served as a Peer Group Member in five additional counties.

# ALTA/NSPS Land Title Surveys – *Project Surveyor* Various Locations throughout Michigan

Performed ALTA/ACSM Surveys for Commercial and Institutional Clients. Completed design mapping projects for site improvements and expansions. Clients include: Home Depot, Wal-Mart, Lowes, Kmart, Central Michigan University, St. Mary's Hospital, Henry Ford Health Systems, Saginaw Valley State University, St. Johns Public Schools, Saginaw Township Schools and Owosso Public Schools. Responsible for proposal, project setup and review.

# Subdivision and Condominium Plats –*Project Surveyor* Various Locations, MI

Sample projects include:

- Wellman Builders, Pleasantview Estates V and VII Subdivisions.
- Finlay Properties, Brookwood Park Subdivision.
- Keylo Construction, Eagle Rock Condominiums Phase I and Phase II.
- Mercy Hospital Ambulatory Care Condominium.
- St. Charles Industrial Park Subdivision

In charge of preparation of drawing and exhibits, review and recording with the State of Michigan.

### K-Love Air-1 Tower Orientation – *Project Surveyor* Delta College, Bay County, MI

Certification for broadcast tower orientation and antenna placement on the campus Delta College. Utilized Drone technology along with conventional means tied into GPS ground control to determine the orientation of the tower and antenna direction. After the field work was complete, a certification of the results was submitted.

### Associate/Project Surveyor

#### Years of Experience:

30 Years

#### **Registration:**

Professional Surveyor, State of Michigan, 1995 License # 41105

Professional Surveyor, State of Indiana, 2007 License # 20700106

#### Education:

Bachelor of Science in Surveying, Ferris State University, Big Rapids, MI, 1991

#### Professional Experience:

Spicer Group, Inc., Saginaw, MI, since 1990

Ayres Associates, Midland, MI, Summer Surveying Employee, 1988 - 1989

#### Professional Affiliations:

Michigan Society of Professional Surveyors

Friends of the Saginaw Valley Rail Trail



### Roger P. Mahoney, P.S. (continued)

### Westwood Homes ALTA/NSPS – Project Surveyor

### Bay City, MI

ALTA/NSPS Land Title Survey on a multiple unit mobile home park where a combination of technologies were used to capture the necessary data. Conventional surveying techniques, drone technology and mobile lidar data were used for different facets of the project produce a detail ALTA/NSPS Land Title Survey per the requirements of the buyer, lender and title company.

# US-10 Leaton Road to County Line Road – *Project Surveyor* Isabella County, MI

Full road design survey of 6 miles of U-10, from ROW to ROW including two bridge structures.Project manager in charge of right of way and alignment establishment, review of all MDOT right of way documents within the project limits and section corner information.

# Village of Sebewaing 2015 Water Main Improvements – *Project Surveyor* Village of Sebewaing, MI

Responsible for coordinating survey tasks for the design of 6,260 feet of 12-inch and 8inch water main with appurtenances in various location throughout the Village of Sebewaing. This project was finished on time and under budget. This project required heavy coordination with the village, MDOT and the MDEQ.

# Clay National Guard Center – *Project Surveyor* Dobbins Air Force Base, Marietta GA

Spicer Group is the lead field survey and GIS development team member on the team that was selected to complete a full subsurface utility inventory for all subsurface utilities on 46 Georgia Army National Guard sites throughout the state of Georgia. SUE quality level B services are being employed to locate utilities using subsurface geophysical equipment and map out all utility connectivity using RTK GPS. All data is being acquired and organized according to the SDSFIE 2.6 data standards for consistent data operability among all DoD installations.

### Plant Street, Main Street (M-83), and Jefferson Street Water Main, Road and Sanitary Sewer Improvements – *Project Surveyor* City of Frankenmuth, MI

Responsible for coordinating survey tasks for the design of 1,260 feet of 18-inch sanitary sewer, 1,242 feet of 15-inch sanitary sewer, and 131 feet of 12-inch sanitary sewer with appurtenances and 823 feet of 8-inch water main with appurtenances. This project required heavy coordination with the MDOT, MDEQ and the City of Frankenmuth.



# Michael G. Niederquell, P.E.

Mr. Niederquell is involved in the preparation of construction plans, specifications, and cost estimates for state, municipal and county roadways. Design experience includes reconstruction and resurfacing road projects, storm sewer design, utility conflict resolution, maintaining traffic, right-of-way acquisition, traffic signal, and guardrail improvements. He also designs freeway and non-freeway signing plans.

### **RELATED EXPERIENCE**

# E Middle Street and S Mullett Street Reconstruction – *Project Manager/Engineer* City of Williamston, MI

Responsible for plans and specifications for 0.31 mile HMA reconstruction, curb and gutter, storm sewer, water main, sanitary sewer replacement, pavement markings, permanent signing, construction staging for pedestrians and vehicles, and construction cost estimate. Project also included topographic survey, geotechnical investigation, and coordination with local government agencies. This project was completed through MDOT's Local Agency Programs.

#### Montgomery Drain – *Project Engineer* City of Lansing, MI

Responsible for traffic control for storm sewer, detention basin, water quality, and siphon elimination of a large Chapter 20 petitioned drain project in the highly-urbanized area of Lansing adjacent to MSU. Traffic control plans consisted of staged construction on Michigan Avenue. Staged construction included constructing cross overs to maintain traffic on the opposite bound and staged traffic signal plan sheets. Lane restriction plan sheets for Saginaw Road, Grand River Avenue, Sellers Street, Homer Street, and Howard Street were developed using MDOT standards. Guardrail was designed on Howard Street due to storm sewer replacement.

# Swan Valley Schools Safe Routes to School – *Project Engineer* Thomas Township, MI

Responsible for plans and specifications for 0.9 miles of new HMA path, concrete sidewalk, sidewalk ramp replacement, and construction cost estimate. Project also included topographic survey, and coordination with local government agencies, and utilities. This project was completed through MDOT's Local Agency Programs.

### Garfield Road Reconstruction – *Project Manager/Engineer* City of Auburn, Williams Township, MI

Responsible for plans and specifications for 0.43 mile HMA reconstruction, curb and gutter, storm sewer replacement, pavement markings, permanent signing, construction staging, and construction cost estimate. Project also included topographic survey, geotechnical investigation, and coordination with local government agencies. This project was completed through MDOT's Local Agency Programs.

### 12<sup>th</sup> Street Reconstruction – *Project Manager/Engineer* City of Manistee, MI

Responsible for plans and specifications for 0.45 mile HMA reconstruction, curb and gutter, storm sewer replacement, pavement markings, permanent signing, construction staging, and

#### **Project Manager**

#### Experience:

22 years

Registration: Professional Engineer State of Michigan, 2003 License #: 6201049825

Education:

Bachelor of Science in Civil Engineering, Michigan State University, East Lansing, MI 1998

Master of Science in Civil Engineering, Michigan State University, East Lansing, MI 1999

Certifications:

Storm Water Operator • Construction Sites Lic # C-17175

Soil Erosion & Sediment Control – Comprehensive Cert.# SC/C 01295

First Aid and CPR Certified, 2019

Professional Experience:

Spicer Group, Inc. Wade Trim, Inc.



**Project Manager** 

# Michael G. Niederquell, P.E.

construction cost estimate. Project also included topographic survey, geotechnical investigation, and coordination with local government agencies. This project was completed through MDOT's Local Agency Programs.

# Ambrose Road and Bishop Road Reconstruction – *Project Manager/Engineer* Spaulding Township, MI

Responsible for plans and specifications for HMA reconstruction, geotextile stabilization, and construction cost estimate. Project also included topographic survey, geotechnical investigation, and coordination with local government agencies. This project was completed through MDOT's Local Agency Programs.

# Waldo Avenue Reconstruction – *Project Manager/Engineer* City of Midland, MI

Responsible for plans and specifications for 2.5 miles of HMA rehabilitation (HMA cold milling and resurfacing), pavement markings, permanent signing, maintaining traffic, and construction cost estimate. Traffic signal modernization at Saginaw Road to box span configuration, traffic signal installation at Salzburg Road, and traffic signal mast arm replacement at Bay City Road. New right turn lanes were added on Bay City Road to Waldo Avenue and on Saginaw Road to Waldo Avenue. Project also included topographic survey, coordination with utilities and local government agencies.

# Salzburg Road Rehabilitation – *Project Manager/Engineer* Monitor Township, MI

Responsible for plans and specifications for a 1.0 mile of rehabilitation (HMA crushing and shaping), drainage replacement, permanent signing, pavement markings, and construction cost estimate. Project also included topographic survey, geotechnical investigation, and coordination with local government agencies. This project was completed through MDOT's Local Agency Programs.

# State Park Drive Rehabilitation – *Project Manager/Engineer* Monitor Township, MI

Responsible for plans and specifications for a 3.2 mile of rehabilitation (HMA crushing and shaping), drainage replacement, permanent signing, pavement markings, and construction cost estimate. Project also included topographic survey, and coordination with local government agencies. This project was completed through MDOT's Local Agency Programs.

# Tittabawassee Road at Michigan Road Reconstruction – *Project Manager/Engineer* Carrollton/Kochville Township, MI

Responsible for plans and specifications for intersection HMA reconstruction, curb & gutter, sidewalk ramps, drainage structure evaluation, pavement markings, and construction cost estimate. Project also included topographic survey, and coordination with local government agencies.



### Rick E. Born

Mr. Born is a construction manager with over 25 years of providing Construction Management, Inspection, Material testing, and Office Technician duties for MDOT and Local Agency Projects. Mr. Born is very familiar with the documentation requirements for complete full construction engineering projects and has performed project management and office technician duties on numerous MDOT Local Agency projects. He understands what must be accomplished both in the field and the office to allow a project to be completed on time and within budget. He has worked outside as an inspector and material testing technician and inside performing the role of office technician for MDOT Local Agency Projects and Full Construction Engineering Projects using Field Manager. He has an excellent rapport with contractors and project managers and a strong commitment to quality.

### **RELATED EXPERIENCE**

### 12<sup>th</sup> Street – *Construction Admin*. City of Manistee, MI

Responsible for overseeing full time construction and testing services on 12<sup>th</sup> Street from Maple Street to US-31, work included, 0.45 miles of hot mix asphalt reconstruction including pavement removal, concrete curb, gutter, sidewalks, sewer, drainage, signing and pavement markings.

### South Mullett Street – *Construction Admin.* City of Williamston, MI

Responsible for overseeing full time construction and testing services on South Mullett Street from East Grand River Ave to Taylor Street, work included, 0.21 miles of hot mix asphalt reconstruction, concrete curb, gutter and sidewalk, drainage, water main, sanitary sewer, signing and pavement markings.

### Gasper Road – Construction Admin.

### Saginaw County Road Commission, MI

Responsible for overseeing full time construction and testing services on Gasper from Gary Road north to Fergus Road, work included, 2.48 miles of hot mix asphalt base crushing, shaping and resurfacing, guardrail and permanent signing.

### South Main Street – *Construction Admin*.

#### Village of Capac, MI

Responsible for overseeing full time construction and testing services on South Main Street from the Capac South Village Limits to south of Meier Street, work included 0.64 miles of hot mix asphalt cold milling and resurfacing, concrete curb and gutter, drainage, permanent signing and pavement markings.

### **Oliver Street –** *Construction Admin.*

### City of Owosso, MI

Responsible for overseeing full time construction and testing services on Oliver Street work included 0.41 miles of hot mix asphalt reconstruction, intersection improvement, concrete curb, gutter and ADA ramps, watermain, storm sewer, signing and pavement markings.

### 25 Years

Years of Experience:

#### Education:

Construction Manager

Associate in Applied Science in Construction Engineering Technology, Ferris State University, Big Rapids, MI, 1990

Professional Experience:

Spicer Group, Inc., Saginaw, MI, since 1997

RC and Associates, Saginaw, MI, Inspector/Materials Tester, 1995 - 1997

Saginaw Bay Resource Conservation and Development Area, Inc., Bay City, MI, Civil Engineering Technician, 1993 - 1995



**Construction Manager** 

### Saginaw County Road Commission, MI

Responsible for overseeing full time construction and testing services on Nichols Road from Willard Road north to Birch Run Road, work included 2.07 miles of hot mix asphalt base crushing, shaping and resurfacing, tree removal, replace culverts, aggregate shoulder, permanent signing and pavement markings.

# Bay City TSC As-Needed Inspection and Testing Services – *Office Technician* Saginaw, Bay, Midland Counties

Responsible for office technician duties related to the inspection and testing services provided by Spicer for MDOT in the Bay Region. Services were provided for nearly \$50 million per year in construction work including HMA pavement, concrete pavement, pavement markings, sanitary sewer installation, concrete testing, density testing and aggregate testing.

# Lansing TSC As-Needed Inspection and Testing Services – *Office Technician* Lansing, MI Area

Responsible for office technician duties related to the inspection and testing services provided by Spicer for MDOT in the University Region. Services were provided for nearly \$32 million per year in construction work including HMA pavement, concrete pavement, pavement markings, sanitary sewer installation, concrete testing, density testing and aggregate testing.

### Hemmeter Road Reconstruction – *Construction Admin*. Saginaw County Road Commission, MI

Responsible for overseeing full time construction and testing services on Hemmeter Road from Brockway Road to State Street (M-58) which included 0.74 miles of HMA paving, curb and gutter, storm sewer, concrete sidewalks, ADA ramps, and traffic control.

### Freeland Road Reconstruction – *Construction Admin*. Tittabawassee Township, MI

Responsible for overseeing full time construction and testing services on Freeland Road from Midland Road (M-47) to Lake State Railroad which included 0.52 miles of HMA paving, curb and gutter, storm sewer, concrete sidewalks, ADA ramps, and traffic control.

### Shattuck Road Reconstruction – *Construction Admin.* Saginaw Township, MI

Responsible for overseeing full time construction and testing services on Shattuck Road from Lake State Railroad to Hermansau which included 1.2 miles of HMA paving, cold milling, concrete sidewalks, ADA ramps, and traffic control.

### Brockway Road Reconstruction – *Construction Admin.* Saginaw Township, MI

Responsible for overseeing full time inspection and testing services for 1.1 miles of HMA paving, crushing and shaping, drainage improvements, concrete sidewalks, ADA ramps, and traffic control.

### MANAGEMENT SUMMARY, WORK PLAN, AND SCHEDULE QUESTIONNAIRE



### STUDY/PROGRAMMING/DESIGN DEVELOPMENT

For any project that we are given approval to proceed with, we will meet initially with the DTMB staff to determine exactly what services are needed. After the first interview, we will schedule meetings with the appropriate DTMB staff as needed. Our designated project manager will then meet with DTMB staff to determine the scope of services for the specific given project. We appoint a Senior Project Manager who will be in charge of Quality Assurance and Quality Control for the project, however, the appropriate project manager will meet directly with the designated DTMB staff to determine what is needed in the way of expertise from Spicer Group.

We will maintain communication with the DTMB either by personal visits, phone, e-mail, or regular mail to maintain records of project progress. A weekly telephone call with the DTMB's designated staff member will be the foundation of this plan. During these calls, our project manager and the DTMB representative will have the opportunity to discuss developments that are relevant to the project. These calls will serve as an opportunity to exchange technical information and plan any needed meetings.

This method will commence when a project is being considered or has been approved to proceed. Members of Spicer Group will attend meetings, participate in conference calls, exchange mail and use electronic drawing transfers as needed to keep the project on schedule and the DTMB informed. The frequency and types of communication required will vary depending on the project and preference of the DTMB. Frequent, face-to-face meetings and regular attendance at project meetings will likely be needed at the beginning of a project. As the project commences, fewer face-to-face meetings and occasional attendance at project meetings may be needed as the team concentrates on producing deliverables. More frequent phone calls and e-mails are likely to replace face-to-face meetings during this phase of a project. As the project nears completion, or perhaps a major milestone approaches, the meeting pendulum will likely swing back toward more face-to-face contact.

As an example, in terms of small facility preservation, maintenance, and alteration projects, we typically would approach these projects in the following manner. The following steps can be applied to many different types of projects.

### **Study Phase**

Complete the following tasks to aid the DTMB in determining scope and budget for a particular project:

- Review the building envelope
- Review building structural systems
- Review building interior finishes
- Review building lighting systems
- Review building electrical systems
- Review building HVAC systems
- Review building grounds





### MANAGEMENT SUMMARY, WORK PLAN, AND SCHEDULE QUESTIONNAIRE

### **Schematic Design**

Every good design begins with a good program of spaces and an inventory of the existing facilities. We will review all available facility documentation, and through code review, we will develop a plan from the existing facility documentation.

### » Project Research

- We will review the existing facility plans and identify issues that may need to be included in new plans.
- We will review Building Code, Michigan Barrier Free Codes, and ADA codes and incorporate the requirements into the project.
- We will meet with you to review needs.
- From the existing site documentation and owner input we will develop a schematic design for the building renovations.
- We will meet with you to review the plans.
- We will modify plans based on your feedback.
- We will update preliminary estimate of costs.

### » Deliverables

We will provide the following deliverables:

- Preliminary Estimate of Costs
- Schematic Plans

### Design Development

Schematic design is now done and the project has taken shape. We will now continue on to design development where we update facility systems, update the cost estimate and further refine the details of the design. We work in partnership with our clients. So we intend to maintain open communications during the development process of the design. The Design development phase will include:

- » Owner Project briefing
- » Updated building systems
- » Updated cost estimate
- » Floor plans
- » Exterior Elevations

### **Preliminary Design**

- We will begin to design the proposed systems and define materials for the facility
- Final review of preliminary design with you.
- We will make final revisions per your comments.
- We will update the preliminary estimate of costs.
- Prepare and review selections with you.
- Interior finishes
- We will make final revisions per your comments.

### » Deliverables

We will provide the following deliverables:

- Updated Estimate of Costs
- Dimensioned Floor Plans and Elevations
- Preliminary Mechanical and Electrical Plans



### MANAGEMENT SUMMARY, WORK PLAN, AND SCHEDULE QUESTIONNAIRE

### **Final Design**

The preliminary design is now complete and the DTMB has given approval to move forward. The construction drawings and specifications will be prepared. We will be getting several items under way during this phase of the project. We will meet with you to review the project progress at the 50% and 90% completion milestones to ensure the project is maintaining your vision. We will also meet with the DTMB to review the documents prior to final completion. The permitting process takes time and the early submission will streamline the application and permitting process by getting an early start. Our concentrations during the construction document phase will include:

Preparation of technical design(s) and specifications, sufficient to coordinate components and elements of the project and information for statutory standards and construction safety as required by the following statutes:

- » 2015 International Code Council codes as amended by the State of Michigan.
- » Michigan Electrical Code based on N.E.C. with part 8 state amendments
- » Michigan Barrier Free standards as dictated by ANSI A117.1-2003
- » Life safety codes as applied by the State of Michigan

We will meet with you to review the final documents and provide a final costing update prior to the issuing of the project for bid.

During the Final Design Phase of the project we will:

- Prepare from approved design development drawings; detailed plans suitable for bidding, permit application, and construction purposes including but not limited to the following:
  - -Floor Plan
  - -Exterior Elevations
  - -Ceiling Plan
  - -Barrier Free Details
  - -Mechanical Plans
  - -Interior Elevations
  - -Electrical/Lighting Plans
  - -Schedules
- Prepare complete and detailed specifications describing the design requirements of the Project, including all the plans referred to above, suppression criteria if needed and materials to be incorporated into the project.
- Conduct final QA/QC review of specifications and drawings.

### **Construction Administration**

As the DTMB's engineer, we would serve as the DTMB's representative, acting as your agent while providing all administration on a project. During construction, we will attend the preconstruction meeting, progress meetings, prepare and distribute minutes, answer contractor, subcontractor and supplier questions, respond to requests for information, prepare progress reports for the DTMB and for any needed meetings, update the progress of the project on any web sites if requested, review shop drawings, review progress payments, process change orders, prepare bulletins as necessary and coordinate all aspects of the project on behalf of the DTMB. Our construction inspectors are very experienced with using FieldManager and will use this program when appropriate.


# MANAGEMENT SUMMARY, WORK PLAN, AND SCHEDULE QUESTIONNAIRE

We typically provide bid assistance on the projects we design. We will prepare the advertisement, make reproductions for bidders, suppliers and subcontractors, hold a pre-bid meeting and issue minutes, prepare and issue addenda as necessary, open bids with you, prepare a bid tabulation, review contractor's qualifications and make a recommendation. Our construction and inspection services generally include layout staking, on-site observation, coordination with the contractor, material testing including density, concrete, bituminous as applicable, coordination with homeowners as applicable, soil erosion inspections, progress meetings, as-built documentation, and coordination with permitting agencies. In the event that subaqueous investigations, investigations of contaminated soils, or other geotechnical investigations are required, we understand that we will be required to obtain these services as necessary.

As-built record drawings are provided to the DTMB at the completion of the project both in print and electronic formats for their records. As part of project close out, any shape files created are in a format compatible with the DTMB's GIS system and are given to the DTMB along with a final project report with certification that the project was constructed in accordance with plans and specifications.

#### **Quality Assurance/Quality Control**

We rely heavily on our project managers to ensure the highest level of quality is achieved with our deliverables and services. Our project managers are highly experienced with managing personnel and qualified in overseeing the work they are responsible for. Each project manager is unique to the project they manage because they specialize in that type of work. Each project is assigned with a project manager who is responsible for working with their project team and the client. Typically, the project manager will first establish whatever type of line of communication that the client chooses. This could be daily, weekly, bi-weekly etc.; and could change depending on project progress, however, the project manager ensures that their client is satisfied with the level of communication that is being maintained.

For the project team, the project manager communicates daily to ensure that all details of the project are known and documented. If any unexpected events happen that could jeopardize the cost or schedule or quality, a solution(s) is immediately developed and communicated with the client to eliminate any surprises. Our quality control is essentially achieved through close communication with the entire team and client as well as careful documentation of all tasks in order to have a record on

paper of how and when every task was completed. In addition, we believe it is absolutely important that there is a clear understanding of what the project is and what role the professional services firm is to play and the scope of services they are to provide. We strongly emphasize that this should be documented and detailed and agreed upon by everyone.

Our project managers are highly experienced with managing personnel and qualified in overseeing the work they are responsible for.

The project manager ensures that their client is satisfied with the level of communication that is being maintained.

The project manager communicates daily with the project team to ensure that all details of the project are known and documented.

We believe it is absolutely important that there is a clear understanding of what the project is and what role the professional services firm is to play and the scope of services they are to provide.



### 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: Spicer Group, Inc.

Address: 230 S. Washington Ave. Saginaw, MI 48609 Telephone and Fax: 989-754-4717; 989-754-4440 Website: www.spicergroup.com E-Mail: aaronb@spicergroup.com SIGMA Vendor ID: CV0020463

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: Saginaw, East Lansing, Dundee, Byron Center, Manistee, St. Johns

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)? 230 S. Washington Ave. Saginaw, MI 48609

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. Eric Barden, P.S., Principal, 230 S. Washington Ave. Saginaw, MI 48607 989-754-4717, ericb@spicergroup.com; Cindy Frazier, Principal, 230 S. Washington Ave. Saginaw, MI 48607 989-754-4717.

2. Check the appropriate status:

| Individual firm     | Association | Partnership | x Corporation, or Combination – Explain: Clic | k 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, 1954

Include a brief history of the Professional's firm: Spicer Group began in 1944 providing primarily civil engineering and surveying services. We have since grown to a firm employing 240 professionals who focus on providing engineering, surveying, architectural, and community planning solutions. We work closely together with municipalities, local/state/federal governmental departments, private developers, health and educational institutions, commercial and residential clients.

- 3. Provide an organization chart depicting all personnel and their roles/responsibilities. Included at the end of this section.
- 4. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. (Included in the Peronnel Section of the Proposal)

Page 1

- 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. N/A
- 6. Provide a four year rate schedule per position. (Included in the Billing Rate Section of the Proposal)

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

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

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

- ⊠ ADA facility assessment and remodeling
- □ Boilers and steam systems
- $\boxtimes$  Bridges pedestrian and vehicular
- □ Building and structure additions
- Building envelope investigation, repair, upgrade
- $\hfill\square$  Correctional facilities
- $\Box$  Door and window replacement
- □ Fire and security alarm systems
- $\boxtimes$  Fish passage structures
- $\boxtimes$  General architectural and/or engineering design
- □ HVAC equipment replacement, upgrade, selection
- $\Box$  HVAC controls replacement, upgrade, selection
- $\hfill\square$  Interior remodeling and renovation
- □ Laboratory facilities
- $\boxtimes$  Landscape architecture
- ⊠ Land Planning
- ☑ Locks, Dams, Water Diking Systems and Water Control Structures
- □ Maintenance and facility preservation
- Marine work boat launch facilities, docks, harbors
- $\boxtimes$  Parking and paving
- $\boxtimes$  Recreation and Sports Facilities / Fields
- ⊠ Roof repair, restoration and/or replacement design
- Soil Erosion Sedimentation Controls
- ⊠ Site surveying
- $\boxtimes$  Stormwater management and drainage plans
- $\boxtimes$  Structural investigation and assessment
- $\boxtimes$  Toilet and/or shower room remodeling or design.
- ☑ Trail design and development
- ⊠ Wastewater systems
- $\boxtimes$  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  $\boxtimes$  No  $\square$ 

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

#### 4.7 Doesyour firm have prior experience working with the State of Michigan?

#### Yes 🛛 🛛 No 🗖

If yes, explain: Spicer Group has extensive experience working with various State of Michigan Departments. These departments include MDOT, EGLE, MDNR, and. MDARD. We have included examples of some of our work with these departments in our Similar Experience Section.

#### ARTICLE 5: CAPACITY AND QUALITY

- 5.1 Briefly describe your firm's methods and procedures for quality control for your deliverables and services. We rely heavily on our project managers to ensure the highest level of guality is achieved with our deliverables and services. Our project managers are highly experienced with managing personnel and gualified in overseeing the work they are responsible for. Each project manager is unique to the project they manage because they specialize in that type of work. Each project is assigned with a project manager who is responsible for working with their project team and the client. Typically, the project manager will first establish whatever type of line of communication that the client chooses. This could be daily, weekly, bi-weekly etc.; and could change depending on project progress, however, the project manager ensures that their client is satisfied with the level of communication that is being maintained. For the project team, the project manager communicates daily to ensure that all details of the project are known and documented. If any unexpected events happen that could jeapordize the cost or schedule or quality, a solution(s) is immediately developed and communicated with the client to eliminate any surprises. Our guality control is essentially achieved through close communication with the entire team and client as well as careful documentation of all tasks in order to have a record on paper of how and when every task was completed. In addition, we believe it is absolutely important that there is a clear understanding of what the project is and what role the professional services firm is to play and the scope of services they are to provide. We strongly emphasize that this should be documented and detailed and agreed upon by everyone.
- 5.2 Has your firm been involved in claims or suits associated with professional services errors and/or omissions?

Yes  $\boxtimes$  No  $\square$ If yes, explain: We were invloved with two suits for two separate projects and they were settled 5 years ago.

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. Spicer Group will be the professional services firm responding to the DTMB's request for proposals on specific projects. The DTMB will be the acting owner of the project work acting on behalf of the State Agency. We will be responding to all requests directed to us. When we are selected by the DTMB, we will perform the work as agreed.
- 5.5 Describe your approach if a bidder proposes a substitution of a specified material during bidding. If a bidder proposes a substitution of a specified material during the bidding, we would handle this situation in one of two ways depending on the time allowed. First as a bidder proposes a change, and we and the Owner are in agreement, we would issue an addendum to the bidding documents so that all bidders could respond to the bid accordingly. If time did not allow for that to happen, our recommendation would be for the bidder to bid the project as specified. Should they be the low bidder and be selected, we could then discuss the proposed change and issue a change order to the project, again assuming the Owner was in agreement.

- 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 contractor proposes a substitution of a specified material or detail with a shop drawing submittal or in construction, we would at first reject the shop drawing or halt the construction. This change would require discussion with the Owner and an approval. It may require an adjustment in the contract price. To make the change would require a change order to be signed by all parties, Owner, Engineer, and Contractor.
- 5.7 How will your firm provide consistent and continuous communication pertaining to project activities and project status to the State of Michigan during the progress of projects? For any project, our designated point of contact, Darrick Huff, P.E., will meet initially with DTMB staff to determine exactly what services are needed. After the first interview, we will schedule meetings with your appropriate staff as needed. Mr. Huff will appoint a project manager to meet with your staff to determine the scope of services for any specific given project. Mr. Huff will remain the Senior Project Manager in charge of Quality Assurance and Quality Control for any work completed by us. The appropriate project manager and Mr. Huff will meet directly with your designated staff to determine what is needed in the way of expertise from Spicer Group. We will maintain communication with you either by personal visits, phone, e-mail, or regular mail to maintain records of project progress. A weekly telephone call with the Manager and/or designated staff member will be the foundation of this plan. During these calls, Mr. Huff and your representative will have the opportunity to discuss developments that are relevant to any project. These calls will serve as an opportunity to exchange technical information and plan any needed meetings. This method will commence when a project is being considered or has been approved to proceed. Members of Spicer Group will attend meetings, participate in conference calls, exchange mail and use electronic drawing transfers as needed to keep the project on schedule and DTMB staff informed. The frequency and types of communication required will vary, increasing and decreasing during the stages of the projects. Frequent, face-to-face meetings and regular attendance at project meetings will likely be needed at the beginning of a project. As the project commences, fewer face-to-face meetings and occasional attendance at stakeholder meetings may be needed as the team concentrates on producing deliverables. More frequent phone calls and e-mails are likely to replace face-toface meetings during this phase of a project. As the project nears completion, or perhaps a major milestone approaches, the meeting pendulum will likely swing back toward more face-to-face contact and on-site project meeting attendance. Please note these are only proposed methods and frequencies of communication. Our communication plan will be tailored to the DTMB's specific expectations and schedules.
- 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. For estimating construction costs, we look at bids from similar recent past projects. We usually don't use the low bidder's figures, we usually use the 3rd or 4th bidders numbers, which are normally more conservative, certainly more conservative than the low bidders. We would consult with the Means book to find prices for similar work. We would reference similar MDOT bid work. And if we still had reservations or uncertaintanty we would consult with a contractor whose expertise matches the proposed work. The combination of these methods usually can zero you in on a good estimate.
- 5.10 Describe your approach to minimizing construction cost over-runs. We use a number of methods to minimize construction over runs. 1st: We develop very clear, buildable and understandable plans and bidding documents. 2nd: We would hold a required prebid meeting with those contractors interested in submitting a bid. We would go over the plans and documents. We would go over the timeline and completion date and any penalties that may apply. We would discuss the estimate of cost and if

the bidders felt comfortable with the figure. We would answer any and all questions. We would talk about what the contractors would consider the most difficult part of the project. We would issue an addendum listing all those in attendance and the items talked about at the prebid meeting. 3rd: If the low bidder were a contractor we or the Owner were not familiar with we would check their experience, qualifications and references. If we are still not completely comfortable with the contractor we would schedule a pre-award meeting, with the Owner, Contractor and Engineer to go thru all the details of the project, completion date, shop drawing requirements, payment details, change order methods, approval methods, weekly progress meeting, and foreman experience. 4th: Once the project was awarded, we would hold a preconstruction meeting with the Owner, Contractor and Engineer to once again go over the details of the projects. 5th: We would have on-site progress meetings regularily to review the construction schedule, address any changes or issues, address any claims and look at upcoming weeks work expectations. 6th: Our on-site project representative is there while the construction is being completed to make sure that the work is being implemented in conformance with the plans and specifications. Changes, revisions, or deviations from the plans are much easier and less costly to address in the field rather than letting them occur and eventually spin out of reasonable control.

- 5.11 What percentage of the PSC cost should be devoted to construction administration (office and field)? This is a tough question to answer, it is very dependent on the type of project, degree of difficulty, time of year to complete the project, the competence of the contractor and how much time he takes in the construction process, but we would recommend no less than 10% of the construction cost. %
- 5.12 What portion of the assigned work will be performed with your staff and what portion will be provided by subconsultants? Except for geotechnical services, 100 percent of work assigned will be provided by in-house Spicer Group staff. %
- 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.) Our response time from notice of assignment to quote start of work would be approximately 1 week. We would be very timely and respond very quickly. However, in emergency situations, we have in the past helped clients immediately upon request. For example in the past, clients have contacted us with emergency situations such as a pump station that quit or water main that is broke. In these circumstances we do our best to shift schedules immediately to help the client out and get their emergency situation resolved quickly. We are able to do this because of our multi-skilled staff and organized project managers. Days/Weeks
- 5.14 How do you assess whether a construction bidder is responsive and responsible? After construction bids have been received and Spicer Group and/or the Owner are not familiar with the low bid. Spicer Group would ask the low bidding contractor to submit the following information for review: 1. List of past similar projects, including type of project, dollar amount, contact person and phone numbers.2. List of his equipment to be used on the project.3. List of his foreman and staff to be used on the project 4. List any sub-contractors to be utilized on the project 5. List of the suppliers for the project. 6. A current financial statement. 7. Your proposed schedule. 8. Your outline approach to the project. All of this information would be reviewed and evaluated. References would be called and checked for accuracy and performance. This information would be shared with DTMB and discussed to get a level of confidence in the low bidding contractor. If we still are not convinced and confident that the low bidding contractor can satisfactorily perform the work we would schedule an interview with the contractor, their foreman and any significant subcontractors. We would in a very detailed manner go through the plan set page by page. We would go through the contract requirements detail by detail. All trying to evaluate the contractors understanding of the project and his ability to complete the work. We would ask guestions such as : What in your opinion is the toughest part of the project?; What will your approach be to overcome that? ; Do you anticipate any problems getting the project completed on time?; Do you anticipate any trouble getting the project completed on budget?; Are

you comfortable with your bid amount? Once all this has happened we would once again confer with DTMB to establish whether this low bidding contractor is qualified and capable to perform the work required for this project.

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

We have an excellent understanding of sustainable design efforts and always present areas of sustainable design opportunities to our clients along with cost benefits to them. Sustainable design efforts are aimed at maintaining and improving the overall health of humans as well as the environment we live, work and play in. Sustainable design can be achieved by way of design/construction process as well as the materials that are used. We believe that sustainable design can be incorporated into the design of everything from a building renovation, to a storm drain improvement to a parking lot. In short, the overall goal of sustainable design is to promote the health of society, minimize the impact on the environment and reduce the use of nonrenewable resources. We have implemented sustainable design measures in buildings to improve productivity of its occupants and promote healthy lifestyles for those occupants and at the same time reduce overall operating costs. Additionally, we have utilized sustainable design techniques in our storm water improvement projects, water main and sanitary sewer installation projects, and several multi-million dollar capital improvement projects-all which were aimed at reducing the impact on the environment through the reduction of pollutants entering the watershed and disruption of sensitive environments including wetlands. Depending on whether the goal is to obtain Leadership in Energy and Environmental Design (LEED) certification on a project or use of LEED-certified professionals, we can cover both arenas. Both our LEED-certified and non-LEED-certified professionals understand that LEED itself is a great reference to assist them in incorporating green building design, construction, operation and maintenance practices for their clients. Whether a client's goal is to get a project LEED-certified or simply reduce energy costs, implementing LEED-design measures promotes an overall project design that is sensitive to the environment-regardless. And we continue to encourage our clients to consider LEED design measures whenever feasible. We understand that obtaining LEED certification involves submitting an application identifying all requirements of the LEED rating system and offer to do so for our clients when the opportunity exists.

5.16 Describe your experience with similar open-ended contracts.

We are quite familiar with open-ended contracts. We've had open-ended ISID contracts with DTMB so we understand the process and procedures. We have a very similar contract arrangement with MDOT to provide professional services. We provide engineering design, survey and construction inspection, testing and administrative services to MDOT. We are selected to do this work based on being MDOT prequalified and being qualified to do specific projects. We have worked with MDOT with this arrangement for more than 20 years. We work with many of our municipal customers on a very similar arrangement. We are their go-to engineer, architect, and surveyor for projects. Once a project is identified by the municipality we work through a very detailed scope of our services, develop a preliminary estimate of the construction cost and assist in developing a project schedule.

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

When conducting and investigation of an existing facility, information must be gathered for the various component of the structure. The first step in gathering information is to gather the information that the owner has on the building such as maintenance records and as built drawings. This information is invaluable in determining the age of the building components. The next step is field observation. Some of the various components of a facility would be: 1.) Facility grounds including landscape, paving, walks and lighting; 2.)Exterior shell including roof, walls, windows and doors; 3.) HVAC system including furnace, boiler, ductwork, registers and ventilation systems; 4.) Plumbing system including sanitary system, domestic water supply system, water heaters, circulation pumps, fixtures, valves and shutoffs; 5.) Electrical system including service entrance, panels, sub-panels, disconnects, fusing, wiring, receptacles, switches and energy management system; 6.) Fire protection system including main riser, check valves, distribution piping, fire

department connections, test ports, valves and heads • Low voltage systems including alarms, telecommunications and information technology systems; 7.) Existing building equipment such as kitchen equipment; 8.) Utility use to determine efficiency of operation. Each of these building systems are observed, photographed and documented. Where manufacturer and model information is present, it is noted as well. As built documentation would be verified in the field as to the age of a particular component. Once all the components are observed and documented, their respective age can be determined and compared to life expectance charts. This information would be assembled into a report that would include findings on the facility components and information presented on each of their age, life expectancy and recommendations on their needs for repair or replacement.

- 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. Our approach for securing permits and approvals for campground, critical dunes, coastal zone management would be to first identify who we need to get permits and approvals from. We would meet with these agencies up front so they get a better understanding of what the project will consist of, what they need to see for the review and approval process, understand how much time is needed to make the review and approval process complete. Finally, it then becomes our responsibility to follow thru and deliver a complete package of complete work.
- 5.19 Describe your approach to a construction contractor's request for additional compensation for a change in the project scope.

Upon a request by the contractor for additional compensation for a change in project scope, we typically require the contractor to state the reason for the compensation request in writing including the details of the change in project scope. We will then evaluate the scope to determine if the additional work was valid and needed for the project. If the change is considered valid and adds value to the project, we would recommend a change order to be prepared authorizing this change.

| CORPORATE SERVICES |                  |                         |                    |  |  |
|--------------------|------------------|-------------------------|--------------------|--|--|
| ERIC BARDEN        | ROB EGGERS       | RODNEY VELEZ            | LARRY PROTASIEWICZ |  |  |
| MARKETING          | ACCOUNTING       | HUMAN RESOURCES &       | I.T.               |  |  |
| AARON BEDFORD      | CINDY FRAZIER    | ADMINISTRATIVE SERVICES | MICHAEL GOTTLIEB   |  |  |
| Erin Heitzenrater  | Stephanie Wizner | JENNY TAYLOR-CHALTRAW   | Ryan Loney         |  |  |
| Kelsie Loney       | Sue Crovella     | Sarah Vallier           | Daniel Hoyle       |  |  |
| Abbie Case         | Karen Brush      | Lindsey Jones           |                    |  |  |
| Don Beavers        | Amy Ellis        | Claire Wardin           |                    |  |  |
| Dennis Collison    | Kathy Johnson    | John Wiegand            |                    |  |  |
|                    | Carolyn Zuchnik  | Echo Kabobel            |                    |  |  |

Supervisory Chart



| DARRICK HUFF     | SHAWN MIDDLETON  | PHIL WESTMORELAND | LARRY PROTASIEWICZ    | STEVE ROZNOWSKI       | RON HANSEN          | ROB EGGERS       | WAYNE ZOLNIEREK   | ERIC BARDEN       |
|------------------|------------------|-------------------|-----------------------|-----------------------|---------------------|------------------|-------------------|-------------------|
| SAG MUNICIPAL    | SJ MUNICIPAL     | SE MI MUNICIPAL   | SJ WATER RESOURCES    | SE MI WATER RESOURCES | SAG WATER RESOURCES | PLANNING         | CONSTRUCTION      | SAGINAW SURVEY    |
| Don Scherzer     | Wendy Kathrens*  | Ed Cousino        | June Williams*        | Richard Graham*       | Dave Vallier*       | Cythnia Todd     | RICK BORN         | Roger Mahoney     |
| Lawrence McPeek* | Chris Gregorski  | Tracy Anderson*   | Paige Kipp            | Ryan Roggie           | Angie McCullen*     | Alan Bean*       | Brent Dankert*    | David LaCross     |
| Dominic Premo~   | Ellie Lipon      | Elsie Jorgensen   | Audrey Sovis          | Megan Kluczynski      | Lexi Beaubien       | Jeni Stewart     | Matt Wittig       | Andy Schafer*     |
| Mark Latsch      | John Bradley*    | Kevin Wilks*      | Charles Smith*        | Joseph Bowser~        | Pat Craig*          | David Boersma*   | Brett Daavettila  | Holly Malott      |
| Jake Jebb        | Kayla Bigelow    | Brian Han         | Thomas Horak          | Jonathan Witham       | Corban Poultney     | David Marr*      | Adam Jacqmain     | Reece Dorner~     |
| Brad Luczak      | Brian House*     | Vivian Bartko     | Christopher Wells     | Bill Becker*          | Chad Sensabaugh     | Nivin Simmer     | Jeffrey Lentz     | Casey Bierlein*   |
| Jennifer Garza*  | Shane Brennan    |                   | Cindy Bock            | Kris Koko             | Nick Czerwinski*    | Lance Phillips   | Andrew Patterson  | Lance Koko        |
| Steven Hasbrouck | Lucas Richardson |                   | Terry Belill*         | Josh Hoffman          | Zachery Cole        | Craig Rudnick    | John Rosin        | Ed Szczepanski    |
| Sam Szaroletta   |                  |                   | August Cavazos-Kottke | Jon Madden            | Kelsea Sutton*      | Tanya Moore      | Kurt Engelhardt   | Nate Sleight      |
| Richard Sulita   | RICH KATHRENS    |                   | Andy Keller           |                       | Erica Martell       | Joe Wright*      | Ryan Esterline    | Thomas Dengler    |
| Mark Norton*     | STRUCTURAL       |                   | Chris Mattson*        |                       | Luke O'Brien*       | Courtney Sturgis | Travis Van Alst   | Matt Ross         |
| Jacob Chartier   | Wendy Kathrens*  |                   | Anna Camilleri        |                       | Jerzy Kolanowski    | Chevvonne Maxie  | Jon Townsend      | John Spencer      |
| Jeff Schwartz    | Linda Reed       |                   | Teri McCormack        |                       | Christian Valesano  | Lori Ettema      | Mark Goss         | Jeremy Dancer*    |
| Jean Inman       | Vincent Guadagni |                   | Brandon Williams      |                       | Ted Champagne       |                  | Kevin Allen       | Trenten Cameron   |
| John Olson*      | Dan Zeddies      |                   | Matthew Starkweather  |                       | Garrett Shafer      |                  | Nate Pfenninger*  | David Hedlund     |
| Neil Noack       | John York*       |                   |                       |                       | Drew Steger         |                  | Undrereon Hall    | Marty McDowell    |
| Steve Rutkowski* | Matthew Sopcak   |                   | TIM INMAN             |                       | Warren Miller*      |                  | Eric DeBolt       | Jim Thering       |
| Zach Guerrero    | Matt Finley      |                   | APPLIED TECHNOLOGIES  |                       | Rama Sanda          |                  | Ryan McIntyre     | Mike Errante      |
| Mitch Jacqmain   | John Heupel      |                   | Max Clever*           |                       | Doug Enos           |                  | Austin Kerby      | Kevin Purman      |
| Pat Chadwick*    | Hunter Grover    |                   | Sam Bialorucki*       |                       |                     |                  | Zachary Thelen    | Lucas Hanson      |
| Whitney Dennis   | Ryan Osenbaugh   |                   | Robert Bowman         |                       |                     |                  | Tyler Hill        | Mike Esterline    |
| Brian Poultney*  |                  | -                 | Jamie Dixon           |                       |                     |                  | Brian Van Norman  |                   |
| Nick Portwine    |                  |                   | Austin De Vries~      |                       |                     |                  | Seth Bergman      | SJ SURVEY         |
| Ben Scherzer     |                  |                   | Hannah Garner         |                       |                     |                  | Ellen Wallaker    | DEAN WENDLING     |
| Aaron Wosek*     |                  |                   | Willow Hassel         |                       |                     |                  | Brandon Havercamp | Cannon Strzalka*  |
| Michael Rudnick~ |                  |                   | Kayla Ghiata          |                       |                     |                  | Abe Ritz          | Jacob Los         |
| Michael McGill   |                  |                   | Dennis Louney         |                       |                     |                  |                   | Shelby Satkowiak  |
|                  | -                |                   | IIsak Lussenden*      |                       |                     |                  | TRANSPORTATION    | Sean Stacey       |
|                  |                  |                   | Tula Ngasala          |                       |                     |                  | MIKE NIEDERQUELL  | Cameron Legg      |
|                  |                  |                   | Emily Short*          |                       |                     |                  | Jenny Allen*      | Phil Welsh        |
|                  |                  |                   | Meredith Freeby~      |                       |                     |                  | Olivia Van Alst   | Adam Main         |
|                  |                  |                   |                       | -                     |                     |                  | Katie Pfenninger  | Matthew MacDonald |
|                  |                  |                   | PAUL FORTON           |                       |                     |                  | Ryan Sullivan     | Shelly Wright     |
|                  |                  |                   | WR GRAND RAPIDS       |                       |                     |                  | Nathynn Mitchell  |                   |
|                  |                  |                   | Matthew Mueller       |                       |                     |                  |                   | MANISTEE SURVEY   |
|                  |                  |                   | Joel Spriegel         |                       |                     |                  |                   | PAT BENTLEY       |
|                  |                  |                   |                       |                       |                     |                  |                   |                   |

seph Yarosh

MANISTEE SURVEY PAT BENTLEY Wendy Kerry Jared Johnson

GA SURVEY NATE SHEPHERD\* Steve Coates

| LEGEND                         |
|--------------------------------|
| Service Groups                 |
| Saginaw                        |
| St Johns                       |
| Dundee                         |
| Grand Rapids                   |
| Manistee                       |
| Georgia                        |
| Lansing                        |
| PALS / AREA LEADERS (all caps) |
| Supervisors (bold or *)        |
| Part-time (italics)            |
| Co-op / Intern (~)             |

3/8/2021

#### ADA FACILITY ASSESSMENT AND REMODELING

(Please note the following three projects were not completed within the last five years as requested but we are including them for your consideration as we have not had the opportunity to work on any ADA facility assessment/remodeling recently.)

#### Akron Township Hall

#### Don Schmuck, Supervisor, Akron Township - (989) 674-2583

In 2014, the rural community of Akron Township in Tuscola County acquired a former restaurant building and property along M-25 near Unionville with the intention to renovate it into a new hall and offices for Township officials. The 1,900 square-foot building had been out of service for some time, and there were a few issues with its adaptive reuse as a township hall.

Spicer Group completed an evaluation of the original structure and made recommendations for updates that would be needed to accommodate new staff and serve the Township's administrative operation needs. The Township moved forward with these recommendations, which included a complete renovation of the existing building, ADA upgrades and the addition of 1,040 square feet of meeting space. New walkways and a crushed limestone parking lot were also installed. Spicer provided the design for the improvements and also assisted with bidding and construction administration.



#### St. Louis City Hall

#### James Kelly, Mayor – (989) 681-2137

The City of St. Louis purchased a former IGA Food Store located within their downtown on a prime location alone the Pine River. Spicer Group worked with the City Administrative and Police staff to create a design for the renovation of the former IGA store into a new home for the City offices, Police Department and a new Community Center. The project included a complete renovation and ADA-compliant design of the 17,415 square foot building, new sidewalks, new parking lot and outside lighting.





#### Andersen ADA Recreation Complex

#### Bill Wheeler, Director of Parks & Recreation – (989) 233-9772

Spicer Group was responsible for providing the architectural design of the new Frank N. Andersen Recreational Complex — a universally accessible facility that exceeds Americans with Disabilities Act (ADA) standards with a universally-designed multi-purpose field, family-style restrooms, entry

tower, parking areas, and pathways linking to other park facilities and the surrounding community. Engineering designs included a new parking lot, new paved entrance drive, storm water drainage, electrical, water/sanitary sewer and lighting. The complex was developed with support from a \$500,000 MNRTF grant and another \$600,000 that was raised by the Township. This project is the first universallydesigned facility specifically created and built for multi-sports and events. Spicer was also responsible for providing construction inspection.



#### BRIDGES—PEDESTRIAN AND VEHICULAR

#### Woodland Road Bridge

#### Chris Pierce, Biologist, Conservation Resource Alliance – (231) 946-6817

Spicer Group served as the lead design engineer for the Conservation Resource Alliance and Emmet County Road Commission in designing plans for the construction of a new timber structure over the Maple River on Woodland Road. This task was part of a much larger project which included removing the existing Lake Kathleen Dam, and removing two-track culverts further up-stream on the East Branch of the Maple River and replacing them with a new structure.

The original Woodland Road crossing over the Maple River consisted of three undersized culverts. There was a significant drop in elevation between the stream's entry and exit point of these culverts which created erosion problems along the downstream bank. Spicer Group designed a new timber bridge designed to MDOT and AASHTO highway standards to carry Michigan Legal Load Vehicles. This was a 3 span, 70 foot long timber bridge on timber piles. Due to the removal of the dam, the grade of the channel thought the new timber structure was controlled with natural stone cross vanes and pools to encourage the passage of aquatic animals. The embankments along the road adjacent to the stream were stabilized and storm water runoff was managed in a way to reduce sedimentation.

#### Great Lakes Bay Regional Trail Bridges

#### Ron Cambell, Supervisor of Frankenlust Township – (989) 686-5300

The Great Lakes Bay Regional Trail is a collaborative effort between Bay, Saginaw, and Midland Counties, several municipalities and many local interest groups to construct nearly 40 miles of new pathway and connect nearly 60 miles of existing multi-use trailways. To do this, two abandoned railroad bridges along the portion of the trail extending through Frankenlust Township in Bay County needed updating. Besides being old, vandals had tried setting both the 207-foot-long and 322-foot long wooden trestle bridges on fire. Spicer structural engineers completed a structural analysis of both bridges, which had not been in use for many years.



The inspection and evaluation identified that the structures were capable for reuse as non-motorized pedestrian use and the existing piers, abutments and most of the existing substructures were adequate. However, the decking had to be removed and segments of the substructure needed to be replaced. The project was awarded the Michigan Natural Resources Trust Fund Development Grant in the amount of \$300,000. Spicer Group provided advisory planning services, final design, surveying, grant funding assistance, engineering evaluations/recommendations and construction administration needed to convert the bridges for safe pedestrian travel.



#### Sunrise Side Pathway Bridge losco County/Arenac County Stephanie Wentworth. Supervisor – (989) 362-3193

Spicer Group worked together with MDOT and eight different municipalities in Arenac and losco counties to develop a conceptual plan for a 38.7-mile multi-use recreational pathway. This path is on the Iron Belle Trail route. The purpose of this plan was to identify the location of the pathway along the US-23 corridor, along with alternative routes linking to historically significant areas, natural features, geographic qualities, and other non-motorized transportation systems. The American Association of State Highway and Transportation Officials (AASHTO) design guidelines were used during the development of the route to ensure that the pathway could feasibly fit into the proposed locations. The work included conducting meetings with the existing Sunrise Side Pathway committee and coordinating the participation of each of the committee members.

The first phase of the project was awarded a MDOT-TE grant, for construction of over three miles of path through the US-23 corridor in Alabaster Township from Tawas, southward to Alabaster Road. The second phase of the project was awarded a MDOT-TAP grant to continue the trail along US-23 along the Lake Huron shoreline and through the historic US Gypsum property from Alabaster Road south to the losco/Arenac County line. The second phase included an additional three miles of paved path and a 100-foot pedestrian bridge to provide access over a deep ravine. A new trailhead with paved accessible parking provides convenient access to the trail.





Spicer Group has provided the survey, design and construction administration for both phases through Alabaster Township. Spicer assisted the Township with the development of two successful grants from the Michigan Department of Transportation. The first MDOT TE grant awarded \$660,000 to the project, and the more recent MDOT Transportation Alternatives Program Grant provided \$718,160. With the completion of more than six miles of pathway through Alabaster Township, there is a continuous non-motorized trail that connects the City of Tawas, the state park, and the downtown area to Arenac County line, where there are 53 miles of widened shoulder, through Arenac County, which then connects to Bay County.

#### BUILDING ENVELOPE INVESTIGATION, REPAIR, UPGRADE

#### Grosse Pointe Park City Hall and Public Safety Upgrades

Nick Sizeland, City Manager – (313) 822-5100 Spicer Group assisted the City in conducting an overview of the buildings' capital improvement needs as well as providing design, bidding and construction administration services. Spicer Group's capital needs assessment included inspecting the properties and developing property inspection reports that estimate the future costs of property maintenance, as well as determining the cost to repair any parts of a property that must be fixed urgently. Key improvements for these buildings included the replacement of the roof, windows, lighting, and doors. Spicer Group put together design and bid documents for these efforts and is providing construction administration.



#### City of Saginaw Traffic Engineering Building

#### Phil Karwat, P.E., Public Services Director – (989) 399-1311

The City of Saginaw's Traffic Engineering building was experiencing severe deterioration of the north wall, and the office area roof was leaking during high wind-blown rain events. The north wall deterioration had progressed so as the structural integrity was in question. The City needed an evaluation of the deteriorated north wall and to make recommendations for repairs that would include cost estimates. While evaluating the north wall City would like the entire flat roof portion of the building (North End and East End) to also be visually evaluated for structural deficiencies and preventative maintenance repairs. The City asked to include the leak evaluation in the office area with the building evaluation.

Spicer Group completed all of these tasks at the request of the City. After completing an evaluation of the building it was determined that improvements needed to be made to the north wall and the roof needed to be replaced. Spicer Group provided the designs for these improvements and assisted with bidding the project and overseeing construction.



### Bay County Juvenile Home Roof Investigation

#### Rick Pabalis, Bay County Grounds – (989) 895-4097

The ballasted portions of the Bay County Juvenile Home roof had reached its life expectancy and was in need of replacement. The county hired Spicer Group to investigate the roof, review the county's prepared RFP for the roof replacement work for completeness and assist with the construction administration. Spicer Group walked the roof with county staff and reviewed existing construction documents and a provided core sample of the existing roofing system. Spicer Group reviewed the County prepared RFP for completeness and offered opinions on product selection and specifications, contractor qualification requirements and construction scheduling. Spicer Group also attended (2) progress meetings with the County and Contractor during construction. Spicer Group also walked the project with the County and Contractor after construction to verify quality.

#### FISH PASSAGE STRUCTURES

#### **Pere Marquette River Lamprey Barrier Removal** Chris Pierce, CRA Project Manager – (231) 946-6817

The Pere Marquette River in western Michigan is a federally-designated Wild and Scenic River and a state-designated Natural River. In the 1950's, a sea lamprey barrier was constructed across the river near the Custer Road Bridge to keep the invasive sea lamprey species out. In 2010, the barrier site was shut down and fenced off to the general public. In 2013, the Conservation Resource Alliance (CRA), a private, not-for-profit corporation committed to stewardship of the land, was awarded more than \$200,000 from the Great Lakes Fishery Trust and Great Lakes Fishery Commission to help improve the site.



The CRA hired Spicer Group to oversee the removal of the declining buildings and defunct lamprey barrier at the site and design a new and inviting barrier-free access site to the Pere Marquette River. Improvements to the site included the construction of new universally-accessible fishing platforms, a new boardwalk beneath the Custer Road Bridge that safely connects the fishing pier to the universal-access boat launch, a universally-accessible canoe/kayak launch, interpretive signing and streambank restoration. Spicer Group provided all design, survey, permitting, and construction inspection tasks for this project.

### **Maple River Fish Passage/Lake Kathleen Dam Project** Chris Pierce, CRA Project Manager – (231) 946-6817 Spicer worked with the Conservation Resource Alliance (CRA) in Emmet County in northern Michigan to

(CRA) in Emmet County in northern Michigan to design the removal of an aging dam and spillway that separates the upper reaches of the Maple River from the lower reaches that eventually empties into Burt Lake. The Maple River is a blue ribbon trout stream and supports a healthy population of resident trout and migrating steelhead and brown trout from Burt Lake. Spicer Group conducted the original study for this



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project to make recommendations for safe removal of the dam and restoration of the original stream bed and gradient. The study identified the best way to draw down the lake behind the dam without releasing sediment downstream.

Spicer Group designed the new channel as well as the replacement of three existing culverts with a new 70-foot-long timber bridge. Due to the removal of the dam, the grade of the channel under the new timber structure was controlled with natural stone cross vanes and pools to encourage the passage of aquatic animals. The embankments along the road adjacent to the stream were stabilized and storm water runoff was managed in a way to reduce sedimentation.

#### **Cass River Fish Passage – City of Frankenmuth**

#### Bridget Smith, City Manager – (989) 652-9901

Located in the heart of Frankenmuth (Michigan), at the Cass River Dam, Frankenmuth's Fish Passage project reconnects the fish of the Saginaw Bay to more than 73 miles of historically significant spawning areas. While the focus of the project is on fish passage, the project maximizes opportunities to benefit Frankenmuth's local economy and infrastructure – keeping the river profile as it is today and adding opportunities for recreation while sustaining the tourism industry and employment center through eco-tourism. Regionally, the project benefits the Saginaw Bay Watershed and the Great Lakes Bay Region (GLBR), supporting local and regional efforts to improve the premier water resource. This project is a constructed rapids, also known as a rock ramp. From the top 4-feet of the existing dam to 300-feet below the dam are placed a wedged-shaped stone ramp. Large stone weirs are constructed on top of the ramp to form a step-pool rapids allowing fish to pass upstream to spawn. Water depth upstream of the dam will remain as it is today, supporting local commercial boating. Fish can move through the weirs in both low and high water conditions, accommodating more diverse fish species. Aesthetically pleasing, the new slope of the project design not only allows for fish to pass, but also kayaks and similar small watercraft. Spicer Group provided the complex construction staking and survey tasks for this project.

#### Paint Creek Restoration Project

#### Nik Banda, City Manager – (248) 651-9061

Spicer Group and Streamside Ecological Services were hired by the City of Rochester to design and provide construction oversite for restoration improvements along 3,500 feet of Paint Creek in downtown Rochester. These improvements ultimately benefited the in-stream fish population and improved water quality and recreational opportunities for local residents. The project is very unique because Paint Creek is a designated trout stream in the suburbs of Detroit and hosts populations of both brown and brook trout. It is a part of the Clinton River Coldwater Conservation Project—a

regional effort to restore the trout fishery, improve water quality and establish an urban green corridor in the Clinton River watershed. Project team members used a naturalchannel design approach to restore riffles, runs, pools, and glides in the creek. Log vanes, rock vanes, boulder clusters with micro-pools, streambank shrub plantings, and a deeper thalweg channel were designed and constructed to improve temperature,





cover, sediment transport and habitat. Existing gabions were partially removed and streambanks were be restored through the use of vegetation. The project was funded by a \$750,000 National Fish and Wildlife Great Lakes Stewardship Grant.

#### Green River Fish Passage

#### Chris Pierce, CRA Project Manager – (231) 946-6817

(Please note this project is older than five years, but we feel it is a great project to highlight our fish passage design experience.)

Spicer worked with the Conservation Resource Alliance (CRA) to design the removal of an aging dam and implementation of improved fish passage along a stretch of the Green River in Antrim County—a

designated trout stream and tributary of the Jordan River. The design included replacing the original sheetpile dam with a rock barrier. Excess water flows around the barrier and naturally downstream over a newly constructed channel made of rocks and boulders. The new channel drops more than 10 feet over an approximate reach length of 300 feet and has alternating riffles and pools to give fish a resting area while migrating up or downstream. Additional migration habitat was achieved by placing two-to four-foot diameter boulders over the span to reduce stream velocities and flow uniformity.



#### GENERAL ARCHITECTURAL AND/OR ENGINEERING DESIGN

#### **Branch County Memorial Park Restroom – Coldwater, MI** Trent Arver, Branch County Parks – (517) 279-9850

In Branch County, Memorial Park is the most visited county park. Located in Coldwater, it offers visitors access to the public beach on Messenger Lake. The beach had public restrooms that were accessible only by stairs from the beach, old, and in poor condition.

Using grant funding, this project constructed a new universally accessible restroom and changing area to service the beach area at Memorial Park. The new restroom was constructed near the beach, but out of the flood plain, and paths will connect that restroom to other amenities in the park. It is

universally accessible, and on the outside of the building, there are changing stalls, a shower, and drinking fountain. The project also includes the construction of a new septic system, path improvements and water nitrate treatment systems for the park.

Spicer Group was responsible for grant writing, grant administration, survey, design, permitting, bidding assistance, and construction administration for this project.



Proposal-2021 ISID General Architectural/Engineering Design Services



#### **Gerber Scout Reservation Bath House - BSA Michigan Crossroads Council – Twin Lake, MI** Victor Pooler, Scout Executive for Boy Scouts of America – (313) 361-4221

The Boy Scouts of America's Michigan Crossroads Council facilitates several camps and properties around Michigan for activities through the Boy Scouts of America. One of those properties is the Gerber Scout Reservation, located in the Manistee National Forest, near Twin Lake, Michigan. Gerber Scout Reservation operates Boy Scout Summer Camp and Webelos and Cub Scout Summer Camp each year, hosting more than 2,500 scouts during the year.

Spicer Group was hired by the Michigan Crossroads Council to design a new restroom and shower facility at the Gerber Scout Reservation. The new facility is constructed of CMU bearing walls on a concrete slab, wood trusses and a metal roof. There are four single use restrooms, six combination

restroom/showers, a laundry room, and utility room with water and electricity from existing utilities on site. The sanitary waste from the building is treated by an onsite septic field. Although the facility is designed for year-round use, drain down provisions were incorporated into the design for the option to winterize the structure. Spicer Group provided survey, design, site plan, engineering, bidding assistance, and construction administration services for this project. The project is currently under construction and will be completed by mid-November 2020 on budget.



### Nature Center Development – Thomas Township

### John Corriveau – Township Parks Director – (989) 781-0150

This project is the first phase in the overall development of the 66-acre Thomas Township Nature Preserve and Nature Center. Currently, access to the park is at the end of a residential neighborhood that has no parking and is not very visible. The project will construct a new entrance drive and signage that allows for an additional access to the site that is safer. Within the site, striping and signage will be added in the parking lot for ADA parking. A concrete pad and screening fence will be constructed for a portable restroom. An existing building will be modified to allow for access to the rear of the property via a former enclosed patio. A pathway will also be constructed to connect to a Tittabawassee River overlook area with two benches and an interpretive sign.

#### Veterans Park Playground – City of Bay City

Tim Botzau, Parks and Environmental Affairs Manager for City of Bay City – (989) 894-8200 Spicer Group was hired by the City of Bay City to provide professional services for the project to replace playground equipment at the City's Veteran's Memorial Park, located on John F. Kennedy Drive. These improvements replaced the outdated play equipment on the park site, provide new ADA accessible equipment and safety surfacing that meets current standards, and form a new play area, named Play City.

This project also included other improvements to the park site, such as new sidewalks, a pump house, and site drainage.



Spicer Group staff worked closely with the City and the Bay City Playground Committee with a design and build process to develop this playground. This process allowed more creativity with the playground manufacturers while also allowing the City and Committee to choose the best design for the space.

The new universally accessible playground has an at-grade merry-go-round, double zip line, and large boating and nature-themed play structure. The resilient surfacing is pouredin-place rubber, which also incorporates the theme of the playground with a meandering river, fish, and duck prints. Spicer Group was also responsible for bidding assistance, survey, landscaping, and construction administration and inspection on this project.



### LANDSCAPE ARCHITECTURE

#### Ingham County Trail Wayfinding

#### Tim Morgan, Parks Director – (517) 224-7190

Over the past few years, Spicer Group has worked with Ingham County on a number of parks and recreation projects. Spicer first worked with the county with the development and adoption of a comprehensive Parks Master Plan and most recently has also provided Ingham County with ongoing professional consulting services for their parks and trails system. This service includes assisting the county in managing millage-funded projects, managing the millage, reviewing projects submitted for millage grant funding, writing grants, developing Master Plans, and developing a Trail Wayfinding Plan.

Working alongside stakeholders and a parks committee, Spicer Group developed a Unified Trail Wayfinding Plan for all trails within the Ingham County Parks Department. This initially included more than 300 wayfinding signs throughout the parks that held information such as the name of the trail, trailhead location, length of trail, points of interest along the trail, distance, and activity icons. The committee-chosen design is currently being installed throughout the park system and will be used for future wayfinding signs in the county.

Spicer Group was responsible for the project management, design, and bidding assistance for this project.





### State Street Historic Bridge Trailhead – Bridgeport Charter Township

Bill Wheeler, Director of Parks and Recreation – (989) 777-0940

Spicer Group originally assisted the Township in obtaining an MDOT-TE grant of \$1,698,770 to restore a historic bridge that was constructed in 1906. Following receipt of the grant, Spicer Group worked with MDOT and the Township on design, permitting and construction administration and inspection. The bridge was removed from the foundation and rehabilitated offsite. After new foundations were constructed, the restored bridge was put back into place. Spicer developed the paths and landscaping that lead to the bridge's entry points and through the park beyond.

Several years later, the DDA acquired the property adjacent to the historic bridge and Spicer Group's landscape architects assisted Bridgeport in developing a plan for the property as a trailhead. As a former gas station that had been vacant for 40 years, the Township met with residents for public input. The public overwhelmingly wanted to see the building kept and restored in the park as a restroom. Keeping with the ambiance of the Township's Historic Village, the building was restored to look like the

former gas station on the façade, while acting as a restroom for the trailhead site. The project also included a pavilion with tables and grills, a fishing pier, interpretive signage, a bench, decorative fencing and landscaping. These improvements were funded with a Michigan Department of Natural Resources Trust Fund grant for \$275,800.

The development of these projects now provides the Township with not only an addition to their historical village but also a great focal point in downtown Bridgeport.



#### **Dow Gardens Pathway**

#### Ed Haycock, Managing Director of Dow Gardens - (989) 631-2677

Spicer provided engineering and landscape architectural designs services for unique additions and renovations at the popular Dow Gardens in Midland, MI. The project was an effort to provide better universal access to visitors of all ages and abilities. Key improvements included:

- 800-foot accessible exposed aggregate pathway
- Planting of native vegetation and landscaping
- Limestone and wood viewing platforms
- Shade structures
- Natural limestone seating areas
- Culvert and land bridge
- Limestone slab edging along the pond
- Aerating fountain in the pond
- Additional parking area with 20 spaces
- Connecting driveway between parking area
- Walkway from the parking lot to the office
- Pathway lighting
- Catch basin for on-site storm water storage







#### LAND PLANNING

# Monitor Charter Township Industrial Park Pavement and Utility Improvements – Monitor Charter Township

#### Terry Spencer, Supervisor – (989) 684-7203

Monitor Charter Township Valley Center Technology Park is located near the intersection of US 10 and Mackinaw Road in Monitor Charter Township. Recently, the Township, Bay County, and Bay Future received a Michigan Site Readiness Site Improvement Program Grant from the Michigan Economic Development Corporation. This grant assists communities in ensuring sites are ready for development by having the appropriate planning, zoning, surveys, title work, environmental conditions, soil conditions, infrastructure in place and preliminary engineering completed.

The Valley Center Technology Park is a 192-acre site of fully undeveloped land and contains a jurisdictional waterway and an interstate pipeline that increase development limitations. Spicer Group is assisting the Township in completing an Industrial Master Plan to optimize development, accommodate logical easements, transportation access, site utilities and drainage on the site, which is an identified Michigan Site Readiness Program Site.

Spicer Group is also investigating the possible relocation of an existing drain on the site, assisting with the coordination of land use and zoning with the Township's planning commission and Township board, developing boundary, topographic, and utility surveys, developing a traffic study, and coordinate with existing utility infrastructure.

#### **City of Davison Master Planning and Zoning** Andrea Schroeder, City Manager – (810) 653-2191

Spicer Group has been Davison's Planner for 14 years. Over the course of the past decade, Spicer Group has assisted the City with a wide variety and scope of planning assistance tasks. We are currently the on-call Planner for the City. A brief scope of work for Davison includes:

- Master Plan
- Zoning ordinance amendments (compliance to updated law and code requirements, creation of a new technology district, sign regulations)
- Parks and Recreation plan (three updates over 15 years)
- On-call Planning Services
- Attendance at Planning Commission meetings
- Site plan reviews
- Reviews for special use permits
- Pre-Application meetings with developers
- Zoning board of appeals assistance (interpretations, variances)
- DDA Development and TIF Plan
- LDFA Development and TIF Plan





#### Mt. Pleasant Center Redevelopment – City of Mt. Pleasant Nancy Ridley, City Manager – (989) 779-5323

The Mt. Pleasant Regional Center for Developmental Disabilities shut its doors after more than 70 years in the community, leaving more than 20 buildings on the center's 300-acre property vacant. The property was eventually given over to the City of Mt. Pleasant, who boarded up the buildings. Eventually, the buildings were deemed unusable, suffering from age, weather, and vandalism, and the City moved towards making the property more developmentally friendly by beginning demolition work and required environmental abatements with grant funding.



The City hired Spicer Group to assist with the planning, design, environmental and project management services related to removing the remaining buildings from the site. This included the demolition of hundreds of thousands of square feet of buildings that ranged in size from a 400-square-foot incinerator building to a 57,000-square-foot cottage housing, buried steam piping tunnels, asbestos, underground fuel tanks, electrical transformers, and radioactive material from an old dental lab. Everything on the site that could be an impediment to future development was removed and the City of Mt. Pleasant was left with a clean, developable site. Spicer also provided a GIS map of everything else left on the site to the City, which was incorporated into their GIS system.

#### LOCKS, DAMS, WATER DIKING SYSTEMS AND WATER CONTROL STRUCTURES

#### Universal Pump Station – Saginaw County

#### Brian Wendling, Saginaw County Public Works Director – (989) 790-5258

The Saginaw County Public Works Commissioner hired Spicer Group to complete an engineering study and report for the Universal Pump Station which was constructed in 1968 to help reduce flooding along the Universal Drain which provides drainage to 4,148 acres/4,867 parcels in Saginaw Charter Township, City of Zilwaukee, and Carrollton Township. It was originally constructed with three axial-flow pumps with 150hp motors and rated for 30,000 gallons per minute each. Later upgrades included the addition of a fourth pump with a 200hp motor, self-cleaning trash rack to replace the bar screen, reconfiguration of pumps, outlets, and addition of gravity outlets that could pass water during periods of low water in the Saginaw River.

Spicer Group reviewed many components including the power source, pumps, trash rack, controls/sluice gate, monitoring capabilities, site lighting and safety, and general facility conditions. Spicer Group identified many areas that were in need of replacement, upgrades, and improvements. The Saginaw County Public Works Commissioner asked Spicer Group to move forward with the design of the enhancements and replacements identified in the engineering study and report. Major tasks included replacing the existing pumps with five new 36" axial flow pumps and installing a new self-cleaning trash rack. The design included the installation of new backup generators, control



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system, monitoring equipment, roofing system, HVAC system, catwalks, stairs, grating, structural modifications, directional drilling of electrical conduits, concrete work, and other miscellaneous repairs and improvements. Spicer Group provided all construction inspection services for the project.

#### Sage Lake Level Control Structure – Montmorency County

Bruce Watkins, Department of Technology Management and Budget – (517) 242-7882

Sage Lake is an approximately 51-acre lake formed by a lake level control structure located on the Sage Creek within Albert Township of Montmorency County, Michigan. The control structure was constructed in the 1960's, and the lake is used primarily for recreational and wildlife habitat, as no houses are constructed on the lake, and it is surrounded by State of Michigan-owned property. The structure requires frequent maintenance to remove debris which accumulates on the inlet side of the structure. The debris accumulation is also compounded by the presence of beavers within the lake. Another primary concern with the structure is the lack of hydraulic capacity to meet Part 315 requirements and that the MDNR wants the existing overflow culverts that were installed in 1993 to be removed.

Spicer Group is currently working on the design to replace the existing structure with a new structure that has increased hydraulic capacity, improved maintenance working platform, improved debris management by means of redundant inlets, and additional inlet weir capacity.

#### Cedar Lake Level Control Structure – Alcona and Iosco Counties

### Fred Strauer, losco County Drain Commissioner – (989) 984-1052

#### Jesse Campbell, Alcona County Drain Commissioner – (989) 736-8168

Alcona and losco Counties Cedar Lake is 1,075 acres in size and is located in both Alcona and losco Counties about a half-mile west of Lake Huron. Approximately 700 properties surround the lake. The lake has an established legal lake level in accordance with Part 307 of Public Act 451 and is controlled by a structure constructed in 1954 on the north end of the lake. Due to age, the structure has deteriorated to the point that replacement of the structure is necessary. The Cedar Lake Owners Association recognized the importance of replacing the structure and were worried that if it failed, the lake level would drop rendering the lake unusable. Expenses associated with maintaining and improving the lake control structure were originally the responsibility of the Alcona County Road Commission, but needed to be transitioned to a special assessment district which includes properties in both Alcona and losco Counties. Additionally, the Alcona County and losco County Drain Commissioners assumed responsibility of spreading the costs onto the special assessment district and for the oversight of the maintenance and improvements to the control structure.

In addition to developing designs for a new control structure, Spicer Group was hired to complete several tasks, including reviewing tax records in both counties and preparing a map illustrating location and property tax ID numbers. The design phase of the project included performing field inspection of the structure, developing design concepts, developing preliminary estimates of cost for each design alternative, final design, permitting, and bid letting. Final design plans were completed, and the project was completed. Spicer Group provided construction administration during construction.





#### MARINE WORK-BOAT LAUNCH FACILITIES, DOCKS, HARBORS

#### Manistee Harbor Dock Renovations – City of Manistee Jeff Mikula, DPW Director – (231)398-2803

In April of 2018, a major change in atmospheric pressure along the Lake Michigan shoreline caused the water level on the Manistee River in the City of Manistee to rise nearly four feet in six minutes. This massive surge on the river and a swift exiting current destroyed nearly all municipal owned docks on the river.

The City hired Spicer Group to develop an entirely new custom docking structure that can adapt to water fluctuations. The Spicer team designed a dock system that used 8-inch-diameter galvanized steel pilings which were mechanically vibrated into the river bottom. Twenty-foot sections of dock made of galvanized steel stringers and timber decking were then attached to the pilings using custom-designed clamps. The new docks range in length from 60 to 80 feet and are designed to remain in place and withstand those types of forces that destroyed the original ones. The rigid sections of the docks are also designed so one person can raise or lower them based on conditions with a cable ratcheting device, allowing the City of Manistee to accommodate many types of vessels and water levels.





#### Belleville Horizon Park Carol Thompson, DDA Director – (734) 697-9323

The City of Belleville recently completed improvements to Horizon Park, the City's only public access to the 1,270-acre Belleville Lake. Prior to the waterfront improvements at the lake, the park lacked a safe and easy way to visit the City by boat. The existing dock was too high and designated boat docking was very limited. After successfully applying for and receiving a Michigan Natural Resources Trust Fund Grant in the amount of \$120,700, the City's DDA contracted with Spicer Group to develop designs for a new boardwalk, ADA-accessible boat docking and accessible canoe/ kayak launches.





The new dock is a floating structure attached to the existing boardwalk and is designed to leave the other lakeshore area of the park in an open and natural state. This design minimized the impact from development and includes a gangway that leads down to the boat docks and canoe/kayak launch. The floating canoe/kayak launch is wide enough for wheelchair maneuverability, has a transfer assistance system, slide-in canoe/kayak rack, and a roller system to maneuver a canoe or kayak into the water.

#### Looking Glass River Boating Access Improvements – City of DeWitt/DeWitt Township Dan Coss, DeWitt City Administrator – (517) 669-2441

The City of DeWitt and DeWitt Township are working together to create the beginnings of a water trail along the 71-mile Looking Glass River. Both communities have parks on the Looking Glass River and neither community previously had an accessible canoe/kayak launch. Spicer Group assisted both communities with the development of grant applications to help fund improvements to both parks and provided design and construction administration services.

The Township used an awarded grant from the Michigan Natural Resources Trust Fund in the amount of \$78,000, to pay for major bank stabilization efforts, a new universally-accessible canoe/kayak launch and an accessible trail from the parking area to the launch. The City used an awarded \$64,400 grant from the Michigan Natural Resources Trust Fund to pay for the improvements including a new universally-accessible canoe/kayak launch, shoreline stabilization, interpretive sign, access path, and parking improvements.

Both launches are used in tandem as canoers and kayakers now have two easy-in and easy-out launches for accessing the Looking Glass River. The floating launches can also be used for fishing and nature viewing. The additional bank stabilization work helped mitigate erosion issues along

some of the parks riverbank and provided an improved natural habitat. Both projects also included the construction of improved parking, and access paths. Spicer Group provided all design, survey, permitting, grant writing, and construction inspection tasks along with conducting public information meetings, provided conceptual plans, and produced cost estimates.



#### PARKING AND PAVING

#### Black River Park Parking and Canoe Launch Improvements – Alcona Township, MI Marlena Macneill, Township Supervisor for Alcona Township – (989) 727-3788

Alcona Township Park along the Black River in Alcona County is a 4-acre park with a paved boat launch. Alcona Township received a Michigan Natural Resources Trust Fund Grant for an improvement project to the park in 2017 to add amenities to provide more recreational opportunities and safer parking/access for residents and visitors.

The project included adding an accessible canoe and kayak launch, a fishing dock, walkways, and accessible parking spaces. The park is located at the mouth of the Black River and has access to Lake



Huron. The canoe and kayak launch is west of the existing boat launch, which keeps the launching activity away from the fishing area of the channel and convenient access to the existing parking area. The fishing platform is near the mouth of the river where fish are prevalent. This project also serves as a trailhead for the Huron Shores Coastal Water Trail.

Spicer Group is responsible for the grant administration, design, survey, permitting, bidding assistance, and construction administration for this project.



**Long Rapids Township Park Parking and Water Access Improvements – Long Rapids Township, MI** Todd Precord, Supervisor for Long Rapids Township – (989) 379-3602

Long Rapids Township in Alpena County is home to Long Rapids Township Park, a 7.5-acre park with approximately 1,350 feet of river frontage along the Thunder Bay River. The existing canoe launch at the park was more than 20 years old and deteriorating. The park also had no defined parking spaces and no accessible walkways.

The Township was awarded a Michigan Natural Resources Trust Fund Grant for improvements to the park, which included a new accessible canoe/kayak launch and fishing/wildlife viewing platform. The accessible canoe/kayak launch has a transfer bench and boat roller system and the accessible

fishing dock has lowered railings. The project also included a paved pathway from parking to the launch and the creation of accessible parking spaces as well as a boardwalk with educational signage all located along the Thunder Bay River. Spicer Group was responsible for grant writing, grant administration, survey, permitting, design, and construction administration on this project. The project was completed summer 2018 on time and on budget.



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### Imlay City Senior Center Parking Lot – City of Imlay City

Dana Walker, Imlay City DDA Director – (810) 724-2135

This project entailed the reconstruction of a community parking lot in the traditional downtown district of Imlay City that serves the Senior Citizen Center, Farmers Market, Lamb Steele Park and downtown businesses. The lot was crumbling and had huge potholes, etc. Spicier Group assisted the City with putting together conceptual designs and cost estimates needed for a Community Development Block Grant which was eventually funded. The parking lot was designed and constructed and helps spark new development by making the area more marketable with improved parking. The project also included resurfacing of an alley way connecting Third and Fourth Street which runs through the parking lot. An electric car charging station, water main and sanitary sewer main replacement, drainage improvements with bioswales and decorative lighting were also included in this project.

#### **RECREATION AND SPORTS FACILITIES/FIELDS**

#### **Burchfield Park Improvements – Ingham County** Tim Morgan, Parks Director – (517) 224-7190

Burchfield Park is one of Ingham County's oldest park facilities that serves visitors from all over the region. Many of the park's features were built over 30 years ago and needed upgrades to provide improved park facilities and access to people of all abilities. Spicer Group worked with Ingham County to apply for grants, develop concepts, cost estimates, design the improvements, provide bidding assistance, and oversee construction of these upgrades at Burchfield Park.



These improvements included replacing the 300-person capacity shelter in the Overlook area of the park, constructing a pre-cast concrete structure with two unisex restrooms and a vault for the waste material, and building new wider walkways to provide access from the parking to the new shelter and restroom. The parking lot was upgraded with new paved ADA parking spaces, and new trash and recycling bins were installed.

#### Marlette Spray Park – City of Marlette Ryan Rudzis, City Manager (989) 635-7448

Originally built in the 1950's, the Marlette Community Pool complex included a large swimming pool, a small wading pool, a bathhouse and parking areas. Both pools in the complex had been renovated since they were originally built, but had begun showing wear and outliving their life expectancy.

Spicer Group assisted the City with applying for a grant through the Michigan Department of Natural Resource's Land and Water Conservation Fund grant to help with improvements to the park and pool.





The grant was awarded \$97,800 for the project, which included replacing the pool liner with a PVC membrane system in the large swimming pool, removing the outdated wading pool and replacing it with a new splash pad. It also included installing a pool lift for universal accessibility in the large swimming pool, additional handicap parking, new sidewalks for universal accessibility, new fencing, and new mechanical building for the splash pad controls. Along with providing grant administration and the design of the new splash pad for this project, Spicer Group also provided bidding assistance and construction administration.

#### **Tennis Court Renovations - Saginaw Charter Township**

Brian Rombalski, Assistant Township Manager, Saginaw Charter Township – (989) 791-9870 Built in the 1970's, the tennis courts at the George Olson Recreation Complex in Saginaw Township had been used by the general public, special athletic groups, and community schools for years and although annual maintenance had been performed, the six professional-size tennis courts were beginning to show their age. The court's surface had become uneven enough that water would pool on the courts after rain events, making them unplayable.

Spicer Group was hired to do a full re-design of the tennis court area to completely replace all six courts. The existing asphalt surface was removed and the area regraded and repaved to improve drainage and playing surface. The design also included youth-sized courts and pickleball courts.

Now, within the original square footage of the courts, there will be four USTA regulation-size courts, one that also has youth-court size lines, and six youthsized tennis courts that can also be used for pickleball courts. And along with building new courts, the 10-foot fence was replaced and designed to reduce maintenance costs, and the walkways were made ADA compliant. Spicer Group provided all design, bidding assistance and construction inspection on this project.



#### SURVEYING

Spicer Group's professional surveyors and geospatial professionals are experts at measuring the world we live in, whether from land, sea or sky. Our team is capable of working on the smallest of infrastructure projects to the largest of mapping projects. From traditional boundary surveys, ALTA/ ACSM Land Title Surveys, to mega-freeway reconstruction projects, our crews have you covered. We pride ourselves on leveraging the latest in traditional surveying and remote sensing technology to complete projects as efficient, accurate and safe as possible. From robotic total stations and GPS, 3D laser scanners, mobile and aerial LiDAR systems and single and multi-beam sonar, our team of experts deploy the right technology for a given project. With 15 field crews and a large group of support professionals, our team can mobilize anywhere in the state to support any project. Currently our team consists of 9 licensed professional surveyors holding licensure across the U.S.



We also offer Mobile Mapping and hydrographic surveying services. For Asset Management purposes, Mobile Mapping should be a definite consideration as the most cost-effective solution for gathering important spatial data for all of your manholes and other above-ground assets. Accurate spatial information is the critical foundation to an accurate GIS. Spicer is driving municipal streets and roads all over the country right now, and we are gathering pinpoint-accurate data for public and private assets including precise GPS position, rim elevation, casting type, height of assets, distance from the roadway, pavement conditions and other municipal assets of interest. This information is then incorporated into our clients' GIS systems and is saving them hundreds of hours of time had they sent field personnel out to physically collect this same data one asset at a time. An additional benefit for our clients is that while we are driving through their area, the Pegasus Mobile Mapping System is also collecting 3-D imagery of above-ground assets. Think of this as "Street-View" for engineers. The data can be continually used to create baseline survey drawings to support many downstream projects like road rehabilitation projects, sewer and water projects, and other public infrastructure projects.

#### STORMWATER MANAGEMENT AND DRAINAGE PLANS

#### Hemlock Tile Drain

#### Brian Wendling, Saginaw County Public Works Commissioner – (989) 790-5258

Spicer Group conducted a detailed study on the Hemlock Tile Drain, located in Hemlock, Michigan for the Saginaw County Public Works Commissioner. The intent of the study was to identify the sources causing the flooding that Hemlock had been experiencing for several decades during heavy storm and runoff events. The study included SSA modeling of the entire town, evaluation of existing storm infrastructure with salvage value, conducting surveys of the local residents to identify flooding extents, and the study concluded with a public informational meeting.

The SSA model of the proposed storm sewer system was created and subsequently used to size the updated system including required detention. With adequate public support for a project, Spicer Group was authorized to move forward with the design of a community-wide drainage system to address the problems identified in the study. Spicer Group concluded that the best solution was to construct an entirely new storm sewer system consisting of over 30,000 feet of storm sewer ranging in size 12 to 48 inches and constructing a large storm water detention basins on county-donated land. Construction began in Spring 2018 and is currently 99 percent complete. The design was complex and included consolidating several drains, increasing the watershed from 148 to 354 acres, lowering of water mains and repaving many of Hemlock's streets. Engineers also had to coordinate the project with a concurrently occurring drainage improvement project being completed by MDOT on M-46.



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#### Smith Consolidated Drain – Okemos, MI

#### Carla Close, Ingham County Deputy Drain Commissioner - (517) 719-4913

A 100-year rain event poured more than four inches of water in less than four hours onto the greater Lansing area, inundating the Smith Consolidated Drain with stormwater. A 540-footlong pipe carrying stormwater from the drain failed, causing flooding issues for roads, businesses, and residents near the intersection of Jolly Road and Okemos Road in Meridian Charter and Alaiedon Townships. After analyzing the area of the pipe, it was discovered that a system-wide approach was necessary to solve the Smith Consolidated Drain's larger issues of managing the flow of stormwater and mitigating flooding. Spicer Group conducted an inspection of the 23.1 miles of drain and storm sewer system, assessed the condition of its assets, and designed several different improvement projects at multiple locations along the drain. Improvements included increasing stormwater detention by replacing outdated stormwater pipes and increasing their sizes, improving wetland areas, and building and maximizing inline detention basins.



### Lighthouse Creek Drain Improvements – New Buffalo Township, MI

#### Christopher Quattrain – Berrien County Drain Commissioner – (269) 983-7111

Located in Berrien County, the Lighthouse Creek Drain flows through New Buffalo Township and the City of New Buffalo before outletting into Lake Michigan. A major storm event hit the City of New Buffalo following Hurricane Ike in September 2008 and flooding inundated the City's Drinking Water Treatment Plant and caused major damage throughout the City. EGLE issued a letter of noncompliance to the City due to repeated flooding at the plant and ordered them to develop a solution.

After completing a hydraulic model of the entire watershed, the project team noted that a large wetland complex downstream of the water treatment plant could play a major role in reducing the flooding. The team also concluded that water was moving downstream too fast, and there was a major constriction at the culvert area under Water Street. Additionally, the creek's channel downstream from the culvert was eroding severely and impeding the flow of the creek.

The team solved these issues by replacing an undersized culvert under Water Street, stabilizing the channel along the creek, constructing an earthen berm to protect the water treatment plant, and incorporating the wetland into the design. The wetland filters out sediment and provides valuable flood storage which reduces flows downstream that used to cause major damage to neighboring properties. This project was successfully completed in the Summer of 2018.





#### STRUCTURAL INVESTIGATION AND ASSESSMENT

#### Statewide Dam and Lake Level Control Inspections

Dams are regulated by Part 315 when they are over six feet in height and impound over five acres at flood stage. They must be inspected every three to five years based on their hazard potential rating. This rating categorizes dams based on the probable loss of human life and the impacts on economic and environmental interests should the structure fail. There are three rating levels: low, significant, and high. The rating levels build on each other. For example, the higher levels add to the list of consequences for the lower classification levels. Additionally, inspection reports must be sent to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Dam Safety Program. The Dam Safety Program ensures that dams are properly constructed, inspected, and maintained and that the owners have adequately prepared for potential emergencies.

In the past 15 years, our team has completed more than 180 dam safety inspections and lake level reports. This talented pool of experienced professionals can help you navigate the complex maze of local, state and federal regulations and regulatory agencies efficiently. Spicer Group's knowledgeable staff provides each client with personalized service and attention to detail – no matter if the project is a short report or complex design.

EGLE requires dam inspections every three to five years. Spicer Group can inspect your dam and complete all the required reports and analyses to comply with the Dam Safety portions of the Natural Resources and Environmental Protection Act. Your report will tell you the dam's condition, spillway capacity, operational adequacy and structural integrity, along with the deficiencies identified that could lead to the failure of the dam and recommendations for maintenance, repair and improvements. Spicer Group can assist you with developing a legal lake level and completing lake level inspections as part of the Inland Lake Levels portion of the Natural Resources and Environmental Protection Act. Lake Level Control inspections are required every three years and must be completed by a professional engineer.

#### **Tyler Pond Trestle Inspection – Ypsilanti Charter Township** Scott Westover, Utilities Manager – (734) 484-4600

Nestled between two defunct factories sits a narrow, body of water named Tyler Pond that was constructed to hold water for fire emergencies at the nearby manufacturing plants. Two sanitary sewer mains, a 24-inch gravity sewer and a 36-inch force main, were constructed more than 40 years ago supported over the pond by two timber trestle bridges. Spicer Group conducted a structural analysis of the trestle bridges which had experienced numerous structural failures throughout the years and other than minor maintenance, had not been significantly rehabilitated since construction. Spicer then developed a solution to bury the utilities. This project coincided with another to drain the pond and decommission the dam at the eastern end of it. Spicer designed a 12-foottall, 34-foot-wide precast concrete arched culvert structure that spans most of the width of the pond. Once the culvert was built after the pond was drained, both sanitary sewer mains were buried on top of the culvert.







#### City of Saginaw Water Treatment Plant Structural Investigation

#### Paul Reinsch, Director of Water and Wastewater – (989) 399-1311

Since 1929, the City of Saginaw's Water Treatment Plant, located on Ezra Rust Drive, has been providing clean, reliable, and safe drinking water to customers across the region. The unique monolithic tower and façade has become a landmark in the City of Saginaw and requires consistent maintenance to preserve the century-old building.

Spicer Group did an extensive structural and architectural inspection of the building, discovering that a sealant used on masonry within the building was causing harmful humidity to the structure. The Spicer team designed a solution that included removing all of the modern grout used in the joints between the masonry and replacing it with the same type of grout used in the 1920's so everything could function as it had been originally designed. Masonry that was irreparably damaged was replaced, and vents were added to the tower to allow better air movement. The project also included refurbishing the tower's iconic gothic-shaped windows. Rusting had occurred at the contact points the window frames had with the masonry. The windows were removed, blasted, repaired, powder coated, and new double-panes inserted, before being reinstalled.

#### TOILET AND SHOWER ROOM REMODELING & DESIGN

#### Paul Hubscher County Park Restroom Storage Building

#### Pete Little, Gratiot County Parks Director – (989) 875-5278

This restroom/storage building was placed in the main activity area of Paul Hubscher County Park. The park contains 60 acres of open space, athletic fields, a man-made lake as well as a small campground. The new restroom/storage building was placed adjacent to a large pavilion, beach volleyball court, playground, ball diamonds and within a short walk to the beach area of the park. Because of its location, a new 2" water line was extended from an existing DPW building and an engineered septic

field was designed as part of the project. The building also included a generous storage room for park maintenance staff and their equipment. All of the added amenities are universally accessible: The restroom/storage building was designed with seven universally accessible unisex stalls. Two universally accessible shower rooms with full roll in shower stalls were also included in the design. All hardware used within the building is operable with a single hand per ADA guidelines.





#### Branch County Memorial Park Restroom – Coldwater, MI

Trent Arver, Branch County Parks - (517) 279-9850

In Branch County, Memorial Park is the most visited county park. Located in Coldwater, it offers visitors access to the public beach on Messenger Lake. The beach had public restrooms that were accessible only by stairs from the beach, old, and in poor condition.

Using grant funding, this project constructed a new universally accessible restroom and changing area to service the beach area at Memorial Park. The new restroom was constructed near the beach, but

out of the flood plain, and paths will connect that restroom to other amenities in the park. It is universally accessible, and on the outside of the building, there are changing stalls, a shower, and drinking fountain. The project also includes the construction of a new septic system, path improvements and water nitrate treatment systems for the park. Spicer Group was responsible for grant writing, grant administration, survey, design, permitting, bidding assistance, and construction administration for this project.



#### Sebewaing Park Restrooms

#### Travis Youatt, Village Administrator – (989) 883-2150

Sebewaing's Village Park is a central gathering point for the community and is used heavily by both visitors and residents for youth softball and baseball leagues, and the Michigan Sugar Festival, which draws several thousand visitors each year. The original restroom for the park was built in 1959 and was outdated, undersized, and not accessible.

Spicer Group assisted the Village in applying for a \$100,000 grant from the Michigan Department of Natural Resources Land and Water Conservation Fund to demolish the original structure and design and construct a new one. The application was approved and helped fund the \$177,000 total construction cost.

Spicer Group designed a new accessible 19-foot-by-36-foot restroom building that included a utility room and concession area. Motion-sensing light controls were installed in each of the rooms and electric hand dryers were used in the bathrooms. The restrooms were designed and built to provide the same means of use for all users. Spicer also provided the construction administration services on this project.



Proposal-2021 ISID General Architectural/Engineering Design Services



#### TRAIL DESIGN AND DEVELOPMENT

#### Loon Lake Park Path

Loon Lake Park, located along M-65 north of Hale, is rich in natural resources. It has access to both Mud Lake and Loon Lake, rolling hills, woodlands, and wetlands, which all supply wildlife with a secluded and desired habitat. Spicer Group has been working with Plainfield Township on projects with the park for over a decade.



In 2016, the Township worked with Spicer Group to apply for a Trust Fund development grant from the Michigan Department of Natural Resources. The \$140,000 grant was awarded to the Township, who then hired Spicer to design and construct the one-mile-long trail route through the park property. By then, the trail had been adopted as Phase 2 of the IET, and into the Iron Belle Trail route.

To save on overall costs of the pathway, Spicer Group engineers designed a six-foot-wide path made of crushed stone that when compacted, is as hard as concrete.

The trail winds through the forest between Mud Lake and Loon Lake, traveling near Wild Cherry Lane, before turning north, crossing wetlands with the help of wooden boardwalks, and connecting to a new trailhead along Kokosing Road with a trailhead parking lot. The project also features benches, rest areas, and interpretive signs, along with trash and recycling receptacles near the parking lot.

Additionally, Spicer designed a 7-foot-wide, 520-foot-long universally-accessible boardwalk that spans through a low-lying woodland area and across a marsh habitat to a fishing and wildlife viewing platform. Construction of the pier included the installation of helical piers deep into the soft bottom of Loon Lake. Other improvements include new hiking trails, a new boat ramp, another universally-accessible fishing platform, pavilion, restroom and parking area. Park visitors now have better access to fishing, extensive wildlife viewing opportunities and a great place to spend the day enjoying the outdoors.

Spicer's team was responsible for all grant administration, surveying, design, bidding assistance, construction administration, and construction inspection on the project.

#### Tittabawassee Township Path

# Robert Ducharme, Clerk for Tittabawassee Township – 989-695-9512

In 2017, Tittabawassee Township was awarded a MDNR Trust Fund grant for \$300,000 to develop 2.69 miles of multi-use pathway as part of the Great Lakes Bay Regional Trail. Spicer Group assisted the Township in applying for the grant. This portion will connect Freeland with Tittabawassee Township and Kochville Township along the Great Lakes Bay Regional Trail.





This portion of the trail extends the existing Freeland path eastward to Garfield Road, north to Kochville Road, and then south on Hackett Road where it crosses into a Consumers Energy easement, and continues east for the final mile to connect to the Kochville Township portion of the path on Hospital Road. The trail is 10-feet-wide, except for a portion along Kochville Road, which will be six-feet-wide in front of residences. Spicer Group is responsible for the design, survey, grand administration, and construction administration for this project.

#### **Dr. Martin Luther King Jr. Equity Trail Connector – Jackson County** Jeff Hovarter, Jackson County Parks – (517) 768-2901

Spicer Group assisted Jackson County by providing the survey, design, and construction administration for a new path that connects Sparks Foundation County Park to the Dr. Martin Luther King Jr. Equity Trail (formerly the Inter-City Trail). The new path also connects the Cascades Trail Loop to the Falling Water/Inter-City Trail Corridor which is connected to the City of Jackson and the Village of Concord.

The project was funded partly by a \$173,500 grant from the Michigan Department of Natural Resources Trust Fund. Spicer Group also assisted the County with grant administration tasks.

The new path is located through a natural setting that includes wetlands, uplands, and wooded areas, providing access to a natural area and wildlife viewing opportunities in an otherwise urban setting. The new asphalt section is a quarter-mile long and 8 feet wide, and includes 300 lineal feet of boardwalk that traverses through a wetland area. The boardwalk has an observation deck area.



#### WASTEWATER SYSTEMS

### Village of Almont Wastewater Treatment Plant Improvements

#### Michael Connors, Village Manager – (810) 798-8528

The Village of Almont's wastewater treatment plant is an activated sludge plant with a process of screening and grit removal, secondary treatment using extended aeration, final clarification, tertiary treatment using sand filters, and UV disinfection, followed by discharge to the north branch of the Clinton River. While much of the mechanical equipment within the plant's system was in good working

order, other portions had reached the end of their useful life and needed replacement.

Rotor brush blades, splash plates, and level control effluent weir plates were replaced on the horizontal bladed rotor aerators in the plant's oxidation ditches, and concrete coating was added to areas of the tank walls. In each of the plant's two 30-foot diameter



Proposal-2021 ISID General Architectural/Engineering Design Services



clarifiers, mechanical parts of the clarifiers were replaced, including the scraper arm assemblies, shafts, effluent weirs/troughs, influent troughs, and scum valves. To combat algae growth and insects in the clarifiers, dome covers were installed. Spicer Group provided professional engineering services to prepare design drawings, bidding documents, assist with the bidding phase of the project, and construction administration and inspection phase on this project.

#### Manistee Sanitary Sewer System Improvements Jeff Mikula, DPW Director – (231) 398-2803

The City of Manistee's 6th Avenue pump station conveys all the sewage from the north half of the City's sewer system, under the Manistee River, and ultimately to the City's wastewater treatment plant. The pump station was constructed in the 1940s and had very frequent clogging problems. The force main connected to this station was constructed in a hand-dug, 100-year-old tunnel beneath the river, and with no way to test the pipe, the integrity of the main was unknown. An interceptor sanitary



sewer that fed the pump station was also aging and in danger of failing. As the Engineer of Record for the City of Manistee, Spicer Group analyzed the issues and designed a solution. It was identified that additional hydraulic capacity was required and a new, larger pump station with updated controls and metering capabilities was necessary.

The original force main in the tunnel was abandoned, and a new pipe was directionally drilled approximately 915 feet below the river. The original failing interceptor pipe was replaced with 500 feet of 15-inch PVC gravity interceptor sewer that was protected with a 400-foot-long steel sheet pile sea wall meeting USACE standards. Spicer Group was responsible for the study, permitting, preliminary design, final design, bidding, construction inspection, testing, and construction administration services for the project. Due to the work being performed within the Manistee shipping channel, close coordination with EGLE, US Army Corps of Engineers, Manistee County, the City of Manistee, and the US Coast Guard was required.

#### **Southfield Pump Station – Bridgeport Charter Township** Dan Billingsley, DPW – (989) 777-0940

The wastewater collection system in Bridgeport Charter Township consists of six pump stations, nearly 50 linear miles of gravity sewer, and a wastewater treatment plant. One of those pump stations, the Southfield Pump Station, was originally constructed in 1961 and located at the northwest corner of Linger Lane and Larry Tim Drive in Bridgeport Charter Township.

The Southfield Pump Station had an underground metal drywell pump station equipped with duplex two-speed pumps, a six-foot diameter concrete wet well, and an adjacent valve vault. It also had dual forcemains, which were manually selected for use when the pumps were turned from low speed to high speed and back again. The underground






# SIMILAR EXPERIENCE

metal drywell required potentially hazardous confined-space- entry, the wet well was undersized for the flow the pump station received, and the pump stations pumps, valves, and controls were nearing the end of their useful life and needed replacement.

To conform with all the regulatory agencies' standards and provide a safer, more reliable, and more efficient pump station, Spicer Group assisted the Township with designing and building a brand new station less than two blocks away from the original station.

Spicer Group's team designed a new submersible pump station that included two new Flygt integral VFD "smart" pumps that have the ability to vary their speed automatically based on a level sensor, a 10-foot diameter wet well, a valve vault with a bypass connection, pressure transmitter, and flow meter, a new stainless steel control cabinet, and a new dedicated HDPE forcemain. The station is also equipped with an on-site natural gas emergency generator. The project also included extending the gravity sewer lines down Larry Time Drive to bring the gravity flow to the new pump station.

## WATER SUPPLY SYSTEMS

### **Davis Road Water Main Improvements**

Phil Karwat, P.E., Director of Public Services - (989) 399-1311 To improve the reliability of both the raw and finished water transmission mains along the Davis Road corridor between Pierce and Trautner Roads and to improve the operational flexibility of the raw water supply, 10,800 feet of 48-inch raw water main was constructed, along with over 12,000 feet of potable water main that ranged from 16-inch to 36-inch in diameter. A new variable speed pump was added at the Kochville Pumping Station to improve the operational efficiency in providing the flows at the Water Plant to meet the seasonal demand fluctuation. These parallel mains provide raw water to the Water Treatment Plant and potable water to Carrollton, Kochville, Saginaw, Thomas, Tittabawassee Townships, the City of Zilwaukee, SVSU, Delta College, MBS Airport, and Frankenlust Township in Bay County. This project also included provisions to allow for future improvements to be made without taking the new lines out of service. The new mains have an expected service life of nearly 100 years.



## Junction Road Water Main Replacement

### Bridget Smith, City Manager – (989) 652-9901

The City of Frankenmuth and Frankenmuth Township rely on one key water main that runs along Junction Road for a daily supply of fresh drinking water. That 20-inch ductile-iron water main was originally installed in the 1970s. Ductile-iron typically has a 100-year lifespan, but several breaks within the main caused City staff to take a closer look at the water main. An investigation into the breaks revealed that the pipe's walls were being compromised by surrounding corrosive soils and caused 10 major breaks over 10 years, including five in 2016. A lack of pressure could mean contamination in the water system, and because the pipe was a transmission main for drinking water



# SIMILAR EXPERIENCE

into the City, every time it had to be shut off to fix a break, the City was depending on their smaller water mains and their two elevated towers to keep water pressure up. If pressure were to fall below 20 PSI, a boil-water notice would have to be issued for the entire City and Township.

To reduce the risks of reduced water pressure to the City and the Township, Spicer Group designed a solution to the problem, which included the installation of 10,000 feet of 20-inch PVC and more than 3,000 feet of 20inch fusible PVC. The design had to accommodate several culvert crossings and county drain crossings. The project team reduced costs significantly by horizontally directional drilling the fusible PVC sections beneath the culvert and county drain crossings.



#### **Carla Drive Water Main Improvements Carrollton Township** Don Sumption, Public Works Superintendent – (989) 754-4611

Spicer Group was hired by Carrollton Township to provide professional engineering services to design improvements to the Township's water distribution system along Carla Drive. The Township replaced the existing water main along Carla Drive from Mapleridge Road to Church. The existing water main was an 8-inch diameter cast iron main that has failed several times. It was replaced with a 12-inch PVC water main to increase the reliability of the water system, increase available fire flows to the area, and help improve the water quality in the area. Spicer Group was responsible for design, bidding assistance, utility coordination, and construction administration on this project.





# POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

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

Firm Name

Yearly Hourly Billing Rate Increase Mark-up for Sub-Consultants (not to exceed 5%) Mark-up for Reimbursables (not to exceed 5%) Spicer Group, Inc. 4%

5% 5% (travel, phone calls, copies of plans are already included in our standard hourly rates

| Desition/Classification                             | Rate Ranges |          |          |          |
|---|-------------|----------|----------|----------|
| Position/Classification                             | Year 1      | Year 2   | Year 3   | Year 4   |
| **Darrick Huff, P.E. – Senior Project Manager       | \$205.00    | \$213.00 | \$222.00 | \$231.00 |
| **Jennifer Garza, P.E. – Project Manager I          | \$189.00    | \$197.00 | \$205.00 | \$213.00 |
| **Steven Rutkowski, P.E. – Project Manager I        | \$179.00    | \$186.00 | \$193.00 | \$201.00 |
| **Kelsea Sutton – Project Manager I                 | \$163.00    | \$170.00 | \$177.00 | \$184.00 |
| **Richard Kathrens – Senior Project Manager         | \$205.00    | \$213.00 | \$222.00 | \$231.00 |
| **Shawn Middleton, P.E. – Senior Project Manager II | \$215.00    | \$224.00 | \$233.00 | \$242.00 |
| **David Boersma, A.I.A. – Project Architect II      | \$197.00    | \$205.00 | \$213.00 | \$222.00 |
| **Roger Mahoney, P.S. – Project Surveyor I          | \$170.00    | \$177.00 | \$184.00 | \$191.00 |
| **Michael Niederquell, P.E. – Project Manager III   | \$197.00    | \$205.00 | \$213.00 | \$222.00 |
| **Nick Czerwinski, P.E. – Project Manager III       | \$197.00    | \$205.00 | \$213.00 | \$222.00 |
| **Rick Born – Construction Manager                  | \$190.00    | \$198.00 | \$206.00 | \$214.00 |
| Drafter/Designer                                    | \$95.00     | \$99.00  | \$103.00 | \$107.00 |
| Survey Technician                                   | \$84.00     | \$87.00  | \$90.00  | \$94.00  |
| **Tanya Moore A.S.L.A. – Landscape Architect        | \$145.00    | \$151.00 | \$157.00 | \$163.00 |
| Construction Inspection                             | \$105.00    | \$109.00 | \$113.00 | \$118.00 |

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

\*\* Key Project Personnel

**APPENDIX 3** 

PROFESSIONAL CERTIFICATION FORMS



# **Certification of a Michigan Based Business**

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

To qualify as a Michigan business:

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

or

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

(check all that apply):

- Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL □<sup>2</sup>08.1 208.145; or
- Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

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

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

Bidder shall also indicate one of the following:

Bidder qualifies as a Michigan business (provide zip code: \_\_\_\_\_)

Bidder does not qualify as a Michigan business (provide name of State: \_\_\_\_\_).

Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: \_\_\_\_)

Bidder:

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

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



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

# **Responsibility Certification**

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

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

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

Bidder:

Authorized Agent Name (print or type)

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

# **APPENDIX 4**

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

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

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

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

#### 2021 HOURLY BILLING RATE

Based on 2020 Expenses

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

#### SALARIES:

Principals (Not Project Related) Clerical/Secretarial Technical (Not Project Related) Temporary Help Technical Training Recruiting Expenses

#### OFFICE FACILITIES:

Rents and Related Expenses Utilities Cleaning and Repair

#### SUPPLIES:

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

#### SERVICES (PROFESSIONAL):

Accounting Legal Employment Fees Computer Services Research

FINANCIAL: Depreciation

#### EQUIPMENT RENTALS:

Computers Typewriter Bookkeeping Dictating Printing Furniture and Fixtures Instruments

# TRAVEL:

All Project-Related Travel\*

#### MISCELLANEOUS:

Professional Organization Dues for Principals and Employees Licensing Fees

# SERVICES (NONPROFESSIONAL): Telephone and Telegram

Messenger Services

#### TAXES: Franchise Taxes

Occupancy Tax Unincorporated Business Tax Property Tax Single Business Tax Income Tax

## INSURANCE:

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

#### EMPLOYEE BENEFITS:

Hospitalization Employer's F.I.C.A. Tax Unemployment Insurance Federal Unemployment Tax Disability Worker's Compensation Vacation Holidays Sick Pay Medical Payments Pension Funds Insurance - Life Retirement Plans

#### PRINTING AND DUPLICATION:

Specifications (other than Contract Bidding Documents) Drawings (other than Contract Bidding Documents) Xerox/Reproduction Photographs

### LOSSES:

Bad Debts (net) Uncollectible Fee Thefts (not covered by Project/Contract bond) Forgeries (not covered by Project/Contract bond)

## DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2020

#### **MICHIGAN SELECT CITIES \***

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

#### MICHIGAN IN-STATE ALL OTHER

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

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

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

#### **OUT-OF-STATE ALL OTHER**

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

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

#### **Mileage Rates**

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

\* See Select Cities Listing

\*\* Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

# SELECT HIGH COST CITY LIST

#### TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2020

#### **Michigan Select Cities/Counties**

| Counties                                 |
|--|
| All of Grand Traverse, Oakland and Wayne |
|  |
|  |

#### Out of State Select Cities/Counties

| <u>State</u>  | <u>City/County</u>   | <u>State</u>             | <u>City/County</u>  |
|---|--|--------------------------|---|
| Arizona   | Phoenix, Scottsdale, Sedona  | Maine                    | Bar Harbor, Kennebunk, Kittery,<br>Rockport, Sanford  |
| California  | Los Angeles (Los Angeles, Orange,<br>Mendocino & Ventura Counties, and                                       | Maryland                 | Counties of Montgomery & Prince<br>Georges, Baltimore City, Ocean City                              |
|   | Edwards AFB), Eureka, Arcata,<br>Mckinleyville, Mammoth Lakes, Mill<br>Valley, San Rafael, Novato, Monterey, | Massachusetts            | Boston (Suffolk), Burlington,<br>Cambridge, Woburn, Martha's<br>Vineyard                            |
| Palm Springs, San Diego, San<br>Francisco, Santa Barbara, Santa<br>Monica, South Lake Tahoe, Truckee,   | Palm Springs, San Diego, San<br>Francisco, Santa Barbara, Santa<br>Monica, South Lake Tahoe, Truckee,        | Minnesota                | Duluth, Minneapolis/St. Paul<br>(Hennepin and Ramsey Counties)                                      |
|   | Yosemite National Park   | Nevada                   | Las Vegas   |
|   |  | New Mexico               | Santa Fe  |
| Colorado  | Aspen, Breckenridge, Grand Lake,<br>Silverthorne, Steamboat Springs,<br>Telluride, Vail                      | New York                 | Lake Placid, Manhattan (the borough<br>of Manhattan, Brooklyn, Bronx,<br>Queens and Staten Island), |
| Connecticut   | Bridgeport, Danbury  |                          | Riverhead, Ronkonkoma, Melville,<br>Suffolk County, Tarrytown, White<br>Plains, New Rochelle        |
| District of<br>Columbia   | Washington DC (also the cities of<br>Alexandria Falls Church and Fairfax                                     | Ohio                     | Cincinnati  |
| and the counties of Arlington and<br>Fairfax, in Virginia; and the counties of<br>Montgomery and Prince George's in<br>Mandand) (See also Mandand and | Pennsylvania   | Bucks County, Pittsburgh |   |
|   | Virginia)  | Rhode Island             | Bristol, Jamestown/Middletown/<br>Newport (Newport County)<br>Providence                            |
| Florida   | Boca Raton, Delray Beach, Jupiter,<br>Fort Lauderdale, Key West  | Texas                    | Austin, Dallas, Houston, L.B. Johnson<br>Space Center   |
| Georgia   | Jekyll Island, Brunswick   | Utah                     | Park City (Summit County)   |
| Idaho   | Sun Valley, Ketchum  | Vermont                  | Manchester, Montpelier, Stowe<br>(Lamoille County)  |
| Illinois  | Chicago (Cook and Lake counties)   | Virginia                 | Alexandria, Falls Church, Fairfax   |
|   | <b>3</b>   | Washington               | Port Angeles, Port Townsend. Seattle  |
| Kentucky  | Kenton   | Wyoming                  | Jackson, Pinedale   |
| Louisiana   | New Orleans  |                          |   |

# **APPENDIX 5**

# **CERTIFICATES OF INSURANCE**

# **APPENDIX 6**

# FEDERAL PROVISIONS ADDENDUM

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



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

## 1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in <u>41</u> <u>CFR Part 60-1.3</u>, and except as otherwise may be provided under <u>41 CFR Part 60</u>, then during performance of this Contract, the Contractor agrees as follows:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- **b.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- **c.** The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.



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

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

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



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

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

## 2. Davis-Bacon Act (Prevailing Wage)

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

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

## 3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-



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

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

## 4. Contract Work Hours and Safety Standards Act

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

- a. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work



week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

# 5. Rights to Inventions Made Under a Contract or Agreement

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

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

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

## **Clean Air Act**

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



Regional Office.

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

## **Federal Water Pollution Control Act**

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

# 7. Debarment and Suspension

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

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



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

# 8. Byrd Anti-Lobbying Amendment

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

## 9. Procurement of Recovered Materials

Under <u>2 CFR 200.322</u>, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

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

## **10. Additional FEMA Contract Provisions.**

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

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



making audits, examinations, excerpts, and transcriptions.

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

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

## b. Changes.

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

## c. DHS Seal Logo and Flags.

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

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

## e. No Obligation by Federal Government.

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

f. Program Fraud and False or Fraudulent Statements or Related Acts The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



# EXHIBIT 1 BYRD ANTI-LOBBYING CERTIFICATION

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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



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

The Contractor, 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

# Eric Barden - Principal

Name and Title of Contractor's Authorized Official

April 19, 2021

Date