

## **PONTIAC CITY COUNCIL**

**President Mike McGuinness, District 7**

**Pro Tem William A. Carrington, District 6**

**Melanie Rutherford, District 1**

**Brett Nicholson, District 2**

**Mikal Goodman, District 3**

**Kathalee James, District 4**

**William Parker, Jr., District 5**



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Garland S. Doyle, M.P.A., MiPMC, City Clerk

Phone: (248) 758-3200

**106<sup>th</sup> Session of the 11<sup>th</sup> Council – September 5, 2023, at 6:00 p.m.**

Meeting Location: City Council Chambers, Pontiac City Hall, 47450 Woodward Pontiac, Michigan 48342

### MEETING AGENDA

**Call to Order**

**Invocation**

**Pledge of Allegiance to the Flag of the United States**

**Moment of Silence**

**Roll Call of Councilmembers**

**Authorization to Excuse Councilmembers from the Meeting**

**Amendments to and Approval of the Agenda**

**Approval of the Consent Agenda**

- A. Resolution to amend August 22, 2023 City Council Meeting Minutes to correct the previously adopted minutes
- B. August 28, 2023, City Council Parks, Recreation, and Public Works Subcommittee Meeting Minutes
- C. August 29, 2023, City Council Meeting Minutes

**Special Presentations**

1. City of Pontiac Small Business Support American Rescue Plan-Funded Technical Assistance Grants
2. Service Changes for SMART 450 Woodward Local Pontiac and 462 FAST Woodward Pontiac-Auburn Hills, with the Woodward Avenue & Long Lake Road Stop Added for Both Routes

**Recognition of Elected Officials**

**Agenda Address (Two Minutes Time Limit)**

**Agenda Items**

**Ordinance**

3. Adoption of an Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac, Amending Article 2, Section 2.103 – Zoning Map, to Change the Zoning Classifications for Two (2) parcels on Orchard Lake Road, on the South Side of Orchard Lake Road between Bagley Street and Congress Street from C-1 Local Business to M-1 Limited Industrial. **(Second Reading)**

## Resolutions

### Communications

4. Resolution to authorize payment for newsletter printing and delivery to the Original Print Shoppe in the amount of \$12,991.35

### Community Development

5. Resolution to approve the awarding of the bid and execute an agreement for Enterprise Fleet Management, Inc. via The Sourcewell Cooperative Purchasing Program not to exceed \$36,486.00 (**5 fleet vehicles for building inspectors**)

### Department of Public Works (DPW)

6. Resolution to execute an agreement with DLZ for the replacement of the Sheriff Building Cooling Tower for the City of Pontiac. (**Postponed from August 29, 2023 City Council Meeting**)

### Grants and Philanthropy

7. Resolution to authorize the Mayor to execute the agreement between The City of Pontiac and the MI Department of Environment, Great Lakes, and Energy for the EGLE High Water Grant award in the amount of \$1,500,000
8. Resolution to authorize the City Clerk to publish the proposed budget amendment for Fiscal Year 2023-24 to increase budgeted revenues in the amount of \$1,500,000 to account 101-000-539.000 – MIEGLE, and expenditures in the amount of \$1,500,000 to account 101-445-936.000 – MIEGLE, \$75,000 to account 203-463-806.001 – MIEGLE, \$200,000 to account 202-463-818.001- MIEGLE, and \$100,000 to account 101-447-818.001 – MIEGLE
9. Resolution to authorize the Mayor to execute the Michigan Indigent Defense Commission Fiscal Year 2024 Grant Agreement

## Public Comment (Three Minutes Time Limit)

### Discussion

10. Zoning Map Status for 1075 E. Walton Boulevard

## Public Communications

### City Council

11. Accent Pontiac, a non-profit in our community that seeks to improve the lives of Pontiac youth through music education, is hiring. They have 4 part-time positions they are looking to fill by the time programming starts this Fall: Assistant Brass Teaching Artist (\$35/hr.), Assistant Woodwind Teaching Artist (\$35/hr.), Assistant Percussion Teaching Artist (\$35/hr.), and a Program Assistant (\$18/hr.) Anyone interested in applying, just needs to submit a cover letter and resume to our Education Director, Dr. Tia Harvey at [tharvey@accentpontiac.org](mailto:tharvey@accentpontiac.org) to get the process started.
12. Residents who are behind in paying their water bills or facing a service shut-off can get help from a partnership between the Oakland County Water Resources Commission and OLSHA. Those who qualify could get up to \$1,500 in payments on their water bills and stop a shut-off plan. This program is temporary and expires on September 30, 2023. Schedule an appointment with OLHSA to sign up by calling (248) 209-2600 or emailing [info@olhsa.org](mailto:info@olhsa.org).
13. Pontiac School District is seeking Mentors, Your Help is Needed for the Structured and Comprehensive Mentoring Program to Support Students at All Grade Levels, Email [communications@pontiacschools.org](mailto:communications@pontiacschools.org) for more information.
14. "Building Community, Building Trust" Mental Health Forum, September 9, 2023, from 12:00 to 5:00 pm, held at All Saints Episcopal Church, 171 W. Pike Street, Pontiac 48341

15. Effective September 11, 2023, Service Changes for SMART 450 Woodward Local Pontiac and 462 FAST Woodward Pontiac-Auburn Hills, with the Woodward Avenue & Long Lake Road Stop Added for Both Routes
16. Oak Hill Cemetery Walk, September 17, 2023, with tours starting every fifteen minutes from 2:00 to 4:00 pm, held at Oak Hill Cemetery, 216 University Drive, Pontiac 48342, proceeds from the \$15 tour donations to the Oakland History Center go to cemetery improvement efforts, call (248) 338-6734 for information.
17. Pontiac Alumni 2023 Homecoming Spirit Week, September 25 through 30
18. Pontiac High School Homecoming Game Day, September 30, 2023 with Tailgating at 9:00 am, Parade starting at 10:00 am, Gates Open at 12:30 pm, and Varsity Football Game versus Troy Athens at 2:00 pm, held at Pontiac High School, 1051 Arlene Avenue, Pontiac 48342
19. "Making a Difference" Scholarship Essay Competition Presented by the Fran Anderson Legacy Fund, application period now open until November 1, 2023 at 12 Noon, write how you have made a difference in your community in 500 words or less, and you could win a \$5,000 scholarship. High School students who reside in Pontiac are eligible to enter. For more information, contact Linda Zabik at (248) 421-719 or [he@holidayextravaganza.org](mailto:he@holidayextravaganza.org)
20. Save the Date: Holiday Extravaganza Parade in Downtown Pontiac, December 2, 2023

**Mayor's Office**

21. Pontiac Music in the Parks Series has started. Last show: September 7 at Murphy Park (Persuasion with special guest Consuming Arts). Showtime at 6:30 pm.
22. Residents Encouraged to Complete Online Survey for Pontiac Youth Recreation Center Amenities

**Closing Comments**

Mayor Greimel (Seven Minutes Time Limit)  
Clerk and City Council (Three Minutes Time Limit)

**Adjournment**

# **CONSENT AGENDA A**





**Resolution to Amend August 22, 2023 City Council Meeting Minutes to Correct the  
Previously Adopted Minutes**

**WHEREAS**, the Pontiac City Council approved its Meeting Minutes for the August 22, 2023 City Council Meeting on August 29, 2023; and,

**WHEREAS**, the Pontiac City Council Meeting Minutes for August 22, 203 did not include the names of three individuals who spoke during agenda address; and,

**WHEREAS**, the Pontiac City Council is amending its August 22, 2023 City Council Meeting Minutes to reflect that Darlene Clark addressed item 1, Gloria Miller addressed item 1 and Patrice Waterman addressed item 1 during agenda address.

**NOW THEREFORE, BE IT RESOLVED**, that the Pontiac City Council approves the amending of its August 22, 2023 City Council Meeting Approved Minutes to reflect that Darlene Clark addressed item 1, Gloria Miller addressed item 1 and Patrice Waterman addressed item 1 during agenda address.

August 22, 2023, Corrected Approved Minutes

**Note:** Corrections were made to Agenda Address. The three missing names are in bold.

**Official Proceedings  
Pontiac City Council  
104<sup>th</sup> Session of the Eleventh Council**

**Call to order**

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, August 22, 2023, at 6:01 p.m. by Council President Mike McGuinness.

**Invocation** – Minister Veronica Taylor – Pontiac, Michigan

**Pledge of Allegiance to the Flag of the United States**

**Moment of Silence**

**Roll Call**

**Members Present** – William Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, and William Parker, Jr.

Mayor Tim Greimel was present.

A quorum was announced.

**Amendments to and Approval of the Agenda**

**Motion to approve the agenda.** Moved by Councilperson Parker and second by Councilperson Carrington.

Ayes: Carrington, Goodman, James, McGuinness, and Parker

No: None

**Motion Carried**

**Consent Agenda**

23-301 **Resolution to approve the consent agenda for August 22, 2023.** Moved by Councilperson Carrington and second by Councilperson Parker.

Whereas, the City Council has reviewed the consent agenda for August 22, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for August 22, 2023, including August 15, 2023, City Council Minutes.

Ayes: Goodman, James, McGuinness, Parker, and Carrington

No: None

**Resolution Passed**

Councilwoman Melanie Rutherford arrived at 6:08 p.m.

**Special Presentation**

City of Pontiac Reestablished General Employees' Retirement System (GERS & REGERS) Updates  
Presentation Presenter: Sheldon Albritton, GERS & REGERS Board Chair

**Recognition of Elected Officials** – Beatrice Wright – Precinct Delegate and Tameka Ramsey – Chairperson of the Charter Revision Commission

August 22, 2023, Corrected Approved Minutes

**Note:** Corrections were made to Agenda Address. The three missing names are in bold.

### **Agenda Address**

1. Beatrice Wright addressed item #1; salary increase for Alexandra Borngesser (item not on the agenda that was approved)
2. Kathi McNally addressed item #1
3. Quincy Stewart addressed item #28
4. Dr. Deirdre Waterman addressed item #8 and MOU (item not on the agenda that was approved)
5. **Darlene Clark** addressed item #1
6. **Gloria Miller** addressed item #1
7. **Patrice Waterman** addressed item #1

Councilman Brett Nicholson arrived at 6:30 p.m.

### **Public Hearing**

Council President Mike McGuinness opened a public hearing at 7:14 p.m. on an Obsolete Property Rehabilitation Application Exemption Certificate for 46 N. Saginaw Street HCP LLC for parcel number 14-29-434-023. There were nine (9) individuals who addressed the body during the public hearing.

1. Billie Swazer – I thought this was the old Pontiac Osteopathic Hospital.
2. Chuck Johnson – Developer is trying to bring foot traffic in the downtown area.
3. Beatrice Wright – We are a city of 66% renters. Why don't you build condominiums? We should be a city of homeowners.
4. Veronica Taylor – Affordability
5. Tameka Ramsey – We do need to look at condominiums. I support it.
6. Gloria Miller – Do we know how many people are living in hotels with kids. Let's look at housing for young people.
7. Cameron Blunt – Habitat homes on street
8. Darlene Clark – Are we pushing residents out if rent is going to start at \$1,250 a month.
9. Carlton Jones – We can ask for mix use. I do support the development for downtown.

Council President Mike McGuinness closed the public hearing at 7:28 p.m.

### **Agenda Items**

#### **Ordinances**

23-302      **Resolution to approve the first reading of a Zoning Map Amendment at 121 Orchard Lake Road, from C-1 to M-1 Rezoning. (First reading)** Moved by Councilperson Carrington and second by Councilperson James.

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance Map to rezone the 1.6-acre parcel (64-14-10-378-012, 64-14-10-378-013, 64-14-10-378-018, 64-14-10-378-019) at 1075 East Walton Boulevard; specifically, to amend the Zoning Ordinance Map which list these properties as C-1 Local Business to M-1 Light Manufacturing.

WHEREAS, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to reject the Planning Commission's Recommendation and approve the amendments to the Zoning Ordinance Map as presented.

NOW THEREFORE, BE IT RESOLVED by the Pontiac City Council that it hereby adopts the first reading of the amendments as presented to the City Council on August 22, 2023, to the City's Zoning Ordinance Map.

Ayes: James, McGuinness, Parker, Rutherford, Carrington, and Goodman

No: None

August 22, 2023, Corrected Approved Minutes

**Note:** Corrections were made to Agenda Address. The three missing names are in bold.

**Resolution Passed**

Councilman Brett Nicholson was absent during the vote.

23-303        **Resolution to approve the first reading of a Zoning Map Amendment at 1075 E. Walton Blvd, from R-1 to C-1 Rezoning. (First reading)** Moved by Councilperson Goodman and second by Councilperson Carrington.

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance Map to rezone the 2.89-acre parcel (64-14-10-378-012, 64-14-10-378-013, 64-14-10-378-018, 64-14-10-378-019) at 1075 E. Walton Blvd.; specifically, to amend the Zoning Ordinance Map which list these properties as R-1 One Family Dwelling to C-1 Local Business.

WHEREAS, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to reject the Planning Commission's Recommendation and approve the amendments to the Zoning Ordinance Map as presented.

NOW THEREFORE, BE IT RESOLVED by the Pontiac City Council that it hereby adopts the first reading of the amendments as presented to the City Council on August 22, 2023, to the City's Zoning Ordinance Map.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman, and James

No: None

**Resolution Passed**

**Resolutions**

City Council

23-304        **Resolution Honoring the Life and Service of Retired Police Chief Larry Miracle.** Moved by Councilperson Carrington and second by Councilperson Parker.

WHEREAS, the Pontiac City Council would like to pay proper tribute to Larry Miracle an individual of exemplary character and a consummate professional who worked assiduously to improve the quality of life for his fellow citizens in numerous capacities; and,

WHEREAS, Larry Miracle, born on May 20, 1955, in Pontiac, Michigan; and,

WHEREAS, Larry Miracle departed this life on July 21, 2023, which is a unexpected loss for the family and for our community; and,

WHEREAS, Larry Miracle served with acumen and alacrity as a member of member of the Pontiac Police department where he retired as the Chief of Police; and,

WHEREAS, Larry Miracle loved sports as he excelled in basketball, baseball, and football, and was a member of the of the football team at Eastern Michigan University and,

WHEREAS, Larry Miracle enjoyed the loving companionship of his wife Kimberlee of 46 astonishing years; and was also deeply devoted to his family, as he always endeavored to remain true to family values of the highest order; and,

NOW, THEREFORE BE IT RESOLVED, that the Members of the Pontiac City Council and members of this great community will greatly miss Larry Miracle as he leaves behind an indelible legacy of integrity and probity in public life, compassion and loyalty in private life and diligence and dedication in all his chosen endeavors; and we give our sincerest condolences to the family and friends of Larry Miracle.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman, and James

No: None

**Resolution Passed**

August 22, 2023, Corrected Approved Minutes

**Note:** Corrections were made to Agenda Address. The three missing names are in bold.

Grants

23-305        **Resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$7,497,100 to account 445-000-539.000-OPDCON, and appropriations in the amount of \$1,250,000 to account 445-451-974.074-OPDCON, \$1,565,000 to account 445-463-974.072-OPDCON, \$1,930,000 to account 445-451-974.001-OPDCON, \$1,423,500 to account 445-000-539.000-PODCON, and \$1,328,600 to account 445-000-539.000-OPDCON to reflect the Michigan Enhancement Grant.** Moved by Councilperson Parker and second by Councilperson Carrington.

WHEREAS, the City of Pontiac was awarded \$7,500,000 assigned to the Meadow Street Extension and Clinton River Trail Expansion Project through the Michigan Economic Development Corporation's Enhancement Grant Program; and,

WHEREAS, the grant will allow the City to extend Meadow Drive to connect with Opdyke Road, extend Clinton River Trail to connect to Murphy Park and to M-59, and to repair the concrete on Centerpointe Parkway North; and,

WHEREAS, this grant is part of a larger strategic project to acquire at least 40 acres of land to offset the City's Park deficit; and,

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$7,497,100 to account 445-000-539.000-OPDCON, and appropriations in the amount of \$1,250,000 to account 445-451-974.074-OPDCON, \$1,565,000 to account 445-463-974.072-OPDCON, 1,930,000 to account 445-451-974.001-OPDCON, 1,423,500 to account 445-000-539.000-OPDCON, and \$ 1,328,600 to account 445-000-539.000-OPDCON to reflect the Michigan Enhancement Grant.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness, and Nicholson

No: None

**Resolution Passed**

23-306        **Resolution to approve the proposed budget amendment to established appropriations in the amount of \$41,700 to account 285-699-816.000-ARPCPK for the purpose of ballfield renovations at Beaudette Park.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA), and;  
WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10th, 2022, allocating \$2,000,000 to establish a park revitalization program for community parks, and to fund the administration of the program, and;

WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City has established the Pontiac Park Revitalization Program, and;

WHEREAS, the following budget amendment reflects funding for costs associated with urgent repairs needed to ballfields at Beaudette Park, and;

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment to establish budget appropriations in the amount of \$41,700 to account 285-699-816.000-ARPCPK for the purpose of ballfield renovations at Beaudette Park.

August 22, 2023, Corrected Approved Minutes

**Note:** Corrections were made to Agenda Address. The three missing names are in bold.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson, and Parker  
No: None

**Resolution Passed**

23-307 Resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD. (This proposed budget amendment relates to the SEMCOG Grant.) Moved by Councilperson Parker and second by Councilperson Rutherford. Discussion.

**Motion to postpone the proposed budget amendment to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD for one week. (This proposed budget amendment relates to the SEMCOG Grant.)** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford, and Carrington  
No: None

**Motion Carried**

23-308 **Resolution to approve the High Intensity Drug Trafficking Area (HIDTA) Sub Grant Agreement.** Moved by Councilperson Nicholson and second by Councilperson Rutherford.

WHEREAS, Oakland County is, the legal entity that administers the Narcotic Enforcement Team (NET) and it has submitted an Initiative Description and budget proposal to the Executive Board for Michigan High-Intensity Drug Trafficking Area (HIDTA) requesting the United States Office of National Drug Control Policy (ONDCP) to grant NET an award for the program year 2023 to reimburse NET participating agencies for eligible law enforcement officers overtime costs; and,

WHEREAS, If ONDCP grants NET an award for the program year 2023, the ONDCP disburses the HIDTA funds to the Michigan State Police (MSP); and,

WHEREAS, The County has the authority to allocate a portion of the grant funds to reimburse a participating municipality for qualifying overtime costs subject to the terms and conditions of the agreement; and,

WHEREAS, The City of Pontiac desires to enter into the attached sub-recipient agreement between the city and Oakland County; and,

WHEREAS, Oakland County Corporate Council and the City Executive Branch of the City of Pontiac have approved the attached sub-recipient agreement.

NOW THEREFORE BE IT RESOLVED that the City of Pontiac approves the 2023 HIDTA sub-grant agreement with the Oakland County and authorizes the Mayor to sign on behalf of the City.

WHEREAS, the City of Pontiac was awarded \$12,277.50 from the Southeast Michigan Council of Governments Planning Assistance Program; and,

WHEREAS, the grant award will fund planning necessary for the Oakland Park Stormwater Drainage Project; and,

WHEREAS, the grant award has a match requirement of \$2,722.50; and,

WHEREAS, the term of the Agreement ends June 30th, 2024.

WHEREAS, the funds from the grant will increase the budgeted revenue for the current fiscal year 2023-2024 in the amount of \$12,277.50 for grant income.

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD.

August 22, 2023, Corrected Approved Minutes

**Note:** Corrections were made to Agenda Address. The three missing names are in bold.

Ayes: James, McGuinness, Parker, Carrington, and Goodman

No: Rutherford

**Resolution Passed**

Councilman Brett Nicholson was absent during the vote.

Mayor's Office

23-309

**Resolution to approve Lowe's line of credit for \$50,000 for Senior Center Project.**

Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and WHEREAS, the Purchasing Manager is requesting approval to establish a line of credit with Lowe's up to a not-to-exceed amount of \$91,900.

NOW, THEREFORE BE IT RESOLVED, The Pontiac City Council approves the Mayor or Mayor Designee to execute the line of credit application with Lowe's to purchase appliances for the Ruth Peterson Senior Center.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman, and James

No: None

**Resolution Passed**

Purchasing

23-310

**Resolution to execute an agreement with DLZ for the completion of a Roads**

**master Plan for the City of Pontiac.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and WHEREAS, the Purchasing Manager is requesting approval to execute a contract with DLZ to complete the Roads Master Plan no later than November 2023.

NOW, THEREFORE BE IT RESOLVED, The Pontiac City Council approves the Mayor or Mayor Designee to execute a contract with DLZ for the Road Master Plan.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James, and McGuinness

No: None

**Resolution Passed**

**Public Comment**

1. Quincy Stewart
2. Kevin Stewart
3. Beatrice Wright
4. Kathi McNally
5. Tameka Ramsey
6. Dr. Deirdre Waterman
7. Carlton Jones
8. Anita Bow
9. Dawn Hannah
10. Darlene Clark
11. Gloria Miller

August 22, 2023, Corrected Approved Minutes

**Note:** Corrections were made to Agenda Address. The three missing names are in bold.

### **Discussion**

Better Communicating Road and Parking Closures to Impacted Pontiac Businesses and Residents

### **Closed Session**

23-311      **Resolution to proceed into Closed Session at 9:20 p.m. pursuant to MCL 15.268(1)(e), to discuss the pending matter of The City of Pontiac Retired Employees Association, et, al. v. Louis Schimmel, et. al, United States District Court Case No. 2:12-cv-12380.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, Counsel for the City is requesting a closed session pursuant to MCL 15.268(1)(e) to discuss the pending matter of The City of Pontiac Retired Employees Association, et. al. v. Louis Schimmel, et. al., United States District Court Case No. 2:12-cv-12380.

NOW THEREFOR BE IT RESOLVED, the City Council will proceed into Closed Session pursuant to the Open Meetings Act, MCL 15.268(1)(e) to discuss pending litigation.

Ayes: Parker, Rutherford, Carrington, Goodman, James, and McGuinness

No: None

### **Resolution Passed**

Councilman Brett Nicholson was absent during the vote.

**Motion to come out of Closed Session at 10:16 p.m.** Moved by Councilperson Goodman and second by Councilperson Parker.

Ayes: Goodman, James, McGuinness, Nicholson, and Parker

No: None

### **Motion Carried**

Councilman William Carrington was absent during the vote.

Councilwoman Melanie Rutherford was absent during the vote.

### **Communications**

City Council and Mayor's Office

### **Mayor, Clerk and Council Closing Comments**

Councilman William Parker Jr., Councilwoman Kathalee James, Councilman Mikal Goodman, Councilman Brett Nicholson, Councilwoman Melanie Rutherford, and Council President Mike McGuinness made closing comments.

### **Adjournment**

**Motion to adjourn the meeting.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Ayes: James, McGuinness, Nicholson, Parker, and Rutherford

No: None

### **Motion Carried**

Council President Mike McGuinness adjourn the meeting at 10:36 p.m.



August 22, 2023, Corrected Approved Minutes

**Note:** Corrections were made to Agenda Address. The three missing names are in bold.

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Garland S. Doyle  
City Clerk

# CONSENT AGENDA C

**Official Proceedings  
Pontiac City Council  
105<sup>th</sup> Session of the Eleventh Council**

**Call to order**

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, August 29, 2023, at 6:00 p.m. by Council President Mike McGuinness.

**Invocation** – Pastor William Parker Jr. – Pontiac, Michigan

**Pledge of Allegiance to the Flag of the United States**

**Moment of Silence**

**Roll Call**

**Members Present** – William Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson, William Parker, Jr., and Melanie Rutherford.

Mayor Tim Greimel was present.

A quorum was announced.

**Amendments to and Approval of the Agenda**

**Motion to approve the agenda.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker, and Rutherford

No: None

**Motion Carried**

**Consent Agenda**

23-312 **Resolution to approve the consent agenda for August 29, 2023.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the City Council has reviewed the consent agenda for August 29, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for August 29, 2023, including August 22, 2023, City Council Minutes, August 25, 2023, Facilities and Property Subcommittee Meeting Minutes, August 25, 2023, Communications, Engagement, and Operations Subcommittee Meeting Minutes, and Resolution changing Compensation Level for Pontiac Grants and Philanthropy Director Position.

23-312(B) **Resolution changing Compensation Level for Pontiac Grants and Philanthropy Director Position.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the current compensation level for the City of Pontiac Grants and Philanthropy Director position is a \$108,150.12 annual salary; and,

Whereas, the City of Pontiac Grants and Philanthropy Department is critical to expanding the resources of the City in order to provide increased city services and improved quality of life for Pontiac residents; and,

Whereas, the Grants and Philanthropy Department has experienced an exponential increase in responsibilities, initiatives, compliance requirements, and grants funding awarded from federal, state, county, and philanthropic sources; now,

August 29, 2023, Draft

Therefore, Be It Resolved, the Pontiac City Council instructs Pontiac Mayor Tim Greimel to increase the City of Pontiac Grants and Philanthropy Director position's annual salary to \$115,000; and further, Resolved, the City Council requests the Mayor to determine whether a budget amendment is needed to ensure adequate appropriations in the impacted General Ledger accounts and prepare a budget amendment for consideration by the City Council if it is determined to be needed for implementation of this compensation level change; and further, Resolved, the City Council requests a formal written update from the Mayor on the implementation of the position's salary change by September 30, 2023.

Ayes: Goodman, James, McGuinness, Parker, and Rutherford  
No: Nicholson and Carrington  
**Resolution Passed**

### **Special Presentations**

Pontiac City Council Pride and Beautification Award Signs Distribution

Pontiac Alumni 2023 Homecoming Spirit Week in the City

**Recognition of Elected Officials – None**

### **Agenda Address**

1. Quincy Stewart addressed item #14
2. Dr. Deirdre Waterman addressed item #D
3. Gloria Miller addressed item #D

### **Agenda Items**

#### **Resolutions**

City Council

23-313

**Resolution Honoring the Life and Service of Ernie Allen Sr.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

WHEREAS, the Pontiac City Council would like to pay proper tribute to Ernie Allen, an individual of exemplary character and an excellent professional who worked assiduously to improve the quality of life for his fellow citizens in numerous capacities; and,

WHEREAS, Ernie Allen, born on October 1, 1937, and grew up in Port Allen, Louisiana; and later moved to Pontiac, Michigan and,

WHEREAS, Ernie Allen, departed this life on July 17, 2023, which was a major loss for the family and for our community; and,

WHEREAS, Ernie Allen, served as the Secretary for the City of Pontiac's Charter Revision Commission, and during the 1980's served as a City Councilman for District Six and;

WHEREAS, Ernie Allen, proudly served as the Deputy Mayor from 1995-2001 and,

WHEREAS, Ernie Allen, enjoyed the loving companionship of his wife Willa, whom he affectionately called his "better half" years; and prided himself on being a family man; and,

NOW, THEREFORE BE IT RESOLVED, that the Members of the Pontiac City Council and members of this great community will greatly miss Ernie Allen as he leaves behind an indelible legacy of integrity and probity in public life, compassion and loyalty in private life and diligence and dedication in all his chosen endeavors; and we give our sincerest condolences to the family and friends of Ernie Allen.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington, and Goodman  
No: None  
**Resolution Passed**

August 29, 2023, Draft

23-314        **Resolution Honoring the Pontiac School District of the City of Pontiac Board of Education for Michigan Association of School Board Recognition.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

WHEREAS, the Pontiac City Council takes great pleasure in recognizing the recent accomplishments of the Pontiac School District Board of Education; and,  
WHEREAS, The Pontiac School District Board of Education was recently recognized by the Michigan Association of School Boards (MASB) by earning its Honor Board Designation; and,  
WHEREAS, this distinctive honor is given to boards annually who have achieved full certification status, meaning all board members have completed and attained their certification; and,  
WHEREAS, this prestigious designation is only achieved by a few boards across the state each year and;  
WHEREAS, we honor the commitment to excellence by Pontiac School District board members, Gill Garrett, G. Kevin Gross, Anisha Hannah, Marcus Terry, Kenyada Bowman, ShaQuana Davis Smith, and Troy Craft; and,  
NOW, THEREFORE BE IT RESOLVED, that the Members of the Pontiac City Council recognizes the tireless work that the Pontiac School Board of Education has exhibited, and we express our sincerest appreciation.

THEREFORE, BE IT RESOLVED, that the members of the Pontiac City Council are very proud of the Pontiac School Board's achievement and grateful for the commitment to the important role they play in the success of the school district.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman, and James

No: None

**Resolution Passed**

Department of Public Works (DPW)

23-315        **Resolution to execute an agreement with DLZ for the replacement of the Sheriff Building Cooling Tower for the City of Pontiac.** Moved by Councilperson Rutherford and second by Councilperson Parker. Discussion.

**Motion to postpone for one week the Resolution to execute an agreement with DLZ for the replacement of the Sheriff Building Cooling Tower for the City of Pontiac.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness, and Nicholson

No: None

**Motion Carried**

Grants and Philanthropy

23-307        **Resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,277.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD. (This proposed budget amendment relates to the SEMCOG Grant.) (Postponed from 8/22/2023 Council Meeting.)** Moved by Councilperson Parker and second by Councilperson Rutherford.

WHEREAS, the City of Pontiac was awarded \$12,277.50 from the Southeast Michigan Council of Governments Planning Assistance Program; and,  
WHEREAS, the grant award will fund planning necessary for the Oakland Park Stormwater Drainage Project; and,  
WHEREAS, the grant award has a match requirement of \$2,722.50; and,  
WHEREAS, the term of the Agreement ends June 30th, 2024.

August 29, 2023, Draft

WHEREAS, the funds from the grant will increase the budgeted revenue for the current fiscal year 2023-2024 in the amount of \$12,277.50 for grant income.

NOW THEREFORE, be it resolved that the City Council hereby approves the budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,277.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson, and Parker

No: None

**Resolution Passed**

Purchasing

23-316

**Resolution to authorize the City Clerk to publish the proposed budget amendment for the Budget Year 2023-2024 increase budget appropriation in the following GL accounts: 101-233-702.00 – Salaries & Wages - \$45,833, 101-233-715.000 – FICA -City Contribution - \$3, 506, 101-233-718.500 – MERS Employer Contribution - \$1,833, 101-233-716.000 – Medical Insurance - \$9,813, 101-233-719.001 – Dental insurance - \$473, 101-233-716-011 – Hearing/Optical Insurance - \$8, 101-233-717.000 – Short-term Disability, 101-233-719.0 – Workers’ Comp Insurance - \$833, 101-233-725.000 – Sick & Vacation Contribution - \$441. Moved by Councilperson Rutherford and second by Councilperson Carrington.**

WHEREAS the Purchasing Division is in urgent need of a Purchasing Administrative Assistant to aid the Purchasing Manager; and

WHEREAS the Purchasing Administrative Assistant is to be paid at an annual salary of up to \$55,000;

WHEREAS the Purchasing Division require additional funding for the period from September through June in the current fiscal year to pay for this essential service; and

NOW, THEREFORE, BE IT RESOLVED that the budget of the City of Pontiac, Michigan for the fiscal year ending June 30, 2023, is hereby amended as follows for the Purchasing Division:

The appropriation for GL Account number 101-233-702.000 – Salaries & Wages - shall be increased by \$45,833.

The appropriation for GL Account number 101-233-715.000 – FICA - City Contribution - shall be increased by \$3,506.

The appropriation for GL account number 101-233-718.500 – MERS Employer Contribution - shall be increased by \$1,833.

The appropriation for GL account number 101-233-716.000 – Medical Insurance - shall be increased by \$9,813.

The appropriation for GL account number 101-233-719.001 – Dental Insurance - shall be increased by \$473.

The appropriation for GL account number 101-233-716.011 – Hearing/Optical Insurance - shall be increased by \$8.

The appropriation for GL account number 101-233-717.000 – Short-term Disability - shall be increased by \$773.

The appropriation for GL account number 101-233-719.000 – Workers’ Comp Insurance - shall be increased by \$833.

The appropriation for GL account number 101-233-725.000 – Sick & Vacation Contribution - shall be increased by \$441.

BE IT FURTHER RESOLVED that the total increase in appropriation for these nine (9) items for the Purchasing Division shall be \$63,513.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker, Rutherford

No: None

**Resolution Passed**

**Public Comment**

1. Regina Campbell
2. Quincy Stewart
3. Renee Beckley
4. Kevin Stewart
5. Billie Swazer
6. Dr. Deirdre Waterman
7. Anita Bow
8. Chuck Johnson
9. Darlene Clark
10. Gloria Miller

**Communications**

City Council and Mayor's Office

**Mayor, Clerk and Council Closing Comments**

Mayor Tim Greimel, Councilman William Parker Jr., Councilwoman Kathalee James, Councilman Mikal Goodman, Councilman Brett Nicholson, Councilwoman Melanie Rutherford, Council President Pro-Tem William Carrington, and Council President Mike McGuinness made closing comments.

**Adjournment**

**Motion to adjourn the meeting.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford, and Carrington

No: None

**Motion Carried**

Council President Mike McGuinness adjourn the meeting at 7:39 p.m.

---

Jonathan Starks  
Deputy City Clerk

**#3**

# **ORDINANCE**



**STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF PONTIAC**

**ORDINANCE NO. \_\_\_\_\_**

**ZONING ORDINANCE MAP AMENDMENT**

**AN ORDINANCE TO AMEND APPENDIX B OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC, AMENDING ARTICLE 2, SECTION 2.103—ZONING MAP, TO CHANGE THE ZONING CLASSIFICATIONS FOR TWO (2) PARCELS ON ORCHARD LAKE ROAD, ON THE SOUTH SIDE OF ORCHARD LAKE ROAD BETWEEN BAGLEY STREET AND CONGRESS STREET FROM C-1 LOCAL BUSINESS TO M-1 LIMITED INDUSTRIAL.**

**THE CITY OF PONTIAC ORDAINS:**

**Section 1. Amendments.**

That the Zoning Map of the City of Pontiac, said map being incorporated by reference in the Zoning Ordinance for the City of Pontiac pursuant to Article 2 therefor, be and the same is hereby amended, changed, and altered so that hereafter the zoning classifications for the below legal description, also known as 121 Orchard Lake Road, on the South side of Orchard Lake Road between Bagley Street and Congress Street, Tax IDs: 64-14-29-460-14 and 64-14-29-460-008, shall be rezoned from C-1 Local Business to M-1 Limited Industrial.

**Legal Description (as provided):**

T3N, R10E, SEC 29 & 32 ASSESSOR'S PLAT NO. 115 LOTS 7 & 8, ALSO LOTS 11 TO 14 EXC THAT PART IN PCL BEG AT NW COR OF LOT 14, TH N 75-39-07 E 47.64 FT, TH N 88-34-22 E 275.50 FT, TH S 01-25-01 E 24.69 FT, TH S 89-04-04 W 59.11 FT, TH ALG CURVE TO LEFT, RAD 2247 FT, CHORD BEARS S 85-46-59 W 257.38 FT, DIST OF 257.52 FT, TH N 13-51-45 W 26.68 FT TO BEG, ALSO LOTS 15 & 16 EXC THAT PART IN PCL BEG AT NE COR OF LOT 15, TH S 13-51-45 E 26.68 FT, TH ALG CURVE TO LEFT, RAD 2247 FT, CHORD BEARS S 79-26-54 W 239.32 FT, DIST OF 239.43 FT, TH N 13-52-33 W 10.83 FT, TH N 75-39-07 E 238.93 FT TO BEG 2-2-99 FR002,003,004 010&012

**Section 2. Repealer and Severability.**

All other parts and provisions of the Zoning Ordinance shall remain in effect, amended only as provided above. If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part

of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

**Section 3. Effective Date**

The foregoing amendment to the City of Pontiac Zoning Map was approved and adopted by the City Council on \_\_\_\_\_, 2023, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on \_\_\_\_\_, 2023, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in a publication in a newspaper of general circulation in the zoning district as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

**ORDINANCE DECLARED ADOPTED.**

---

Tim Greimel, Mayor  
City of Pontiac, Michigan

## CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Pontiac, County Oakland, State of Michigan, at a regular meeting of the City Council held on \_\_\_\_\_ day of \_\_\_\_\_, 2023, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of 1976, as amended, being the Open Meetings Act, and the minutes of said meeting have been or will be made available as required by said Act.

Members Present: \_\_\_\_\_

Members Absent: \_\_\_\_\_

It was moved by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_ to adopt the Ordinance.

Members voting yes: \_\_\_\_\_

Members voting no: \_\_\_\_\_

Members abstaining: \_\_\_\_\_

The Ordinance was declared adopted by the Mayor and has been recorded with the City of Pontiac.

\_\_\_\_\_  
Garland Doyle, City Clerk  
City of Pontiac, Michigan

ADOPTED:

PUBLISHED:

EFFECTIVE:

## **Community Development Department**

Rachel Loughrin, Director  
Rafael LeFlore, Building Official  
Jack McIntyre, Code Enforcement Manager  
Deborah Younger, Economic Development Manager  
Mark Yandrick, Planning Manager



**TO:** City Council  
**FROM:** Corey Christensen, Senior Planner  
Mark Yandrick, Planning Manager  
**DATE:** August 17, 2023  
**RE:** ZMA 23-007 121 Orchard Lake Rd

---

### **Executive Summary**

SPR 23-007 is a request by Wholesale Heating Supply Company to rezone two parcels at 121 Orchard Lake Rd from C-1 Local Business to M-1 Light Manufacturing. The applicant currently operates a manufacturing facility that extends across two (2) zoning districts. The majority of the site is on a parcel zoned C-1 Local Business while the rear of the property extends onto a parcel zoned M-1. This rezoning is for the northern parcel.

The portion of the building on C-1 is nonconforming and this request accomplishes meeting a necessary zoning classification for a future building expansion to the east.

Planning Commission recommending approval, 6-0, without any conditions during the public hearing at it's August 2, 2023 meeting.

### **Proposal**

The applicant intends to rezone two parcels from C-1 Local Business to M-1 Light Manufacturing. The



*Figure 1: Location of Proposed Rezoning*

property is located on the south side of Orchard Lake Road just to the west of the Woodward loop and to the east of Clinton River Trail. The subject parcel IDs are 64-14-29-460-014 and -008.

The applicant has requested this rezoning to facilitate the expansion of the current manufacturing facility. The business has a need to expand however the underlying zoning, C-1 Local Business, does not permit manufacturing uses of this site. For this reason, the applicant cannot expand their existing facility without correcting the

underlying zoning. Adjacent parcels to the south are zoned M-1, parcels to the west are zoned C-1, parcels to the north across Orchard Lake Rd are zoned C-3 and C-1.

It is unclear from the City's records how this nonconformity came to be in the first place. It is likely the facility was approved prior to the adoption of the 2012 Zoning Ordinance. For this reason it is considered grandfathered but not eligible for expansion without a rezoning.

### **Overview**

Approval of this request would rezone one parcel from C-1 Local Business to M-1 Light Manufacturing. The C-1 Zoning classification is primarily for light commercial uses that serve the neighboring community. M-1 is a higher intensity district intended for manufacturing activity.



Uses permitted in the M-1 district include:

- Automobile service
- Gallery or studio
- Medical Marijuana
- Pet Boarding Facilities
- Places of assembly
- Unlimited outdoor retail
- Workshops
- Light manufacturing
- Mini-warehouses
- Movie and television production facilities
- Research facilities
- Service and repair
- Freight terminals
- Nontoxic materials storage
- Sexually oriented businesses
- Heliports
- General manufacturing
- Outdoor storage
- Recycling centers
- Major research facilities
- Toxic materials storage

Approval of this request would alter the dimensional requirements for these parcels. The C-1 districts permits zero-foot front yard setbacks, 5-foot side yard setback and 20-foot rear yard setbacks and a maximum height of 35 feet. The M-1 district permits zero-foot front yard setbacks, 5-foot side yard setbacks, 10-foot rear yard setbacks and a maximum height of 45 feet. The applicant would need to combine these lots before a Final Site Plan was approved.

### **Standards of Approval**

When considering rezonings, the Planning Commission and City Council shall consider the following criteria.

- A. Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

*The Master Plan's Future Land Use map classifies the subject property as "traditional neighborhood." This land use category is intended to plan for traditional patterns of urban neighborhoods. Two- and*

*three-story duplexes, row houses, townhomes, and single-family homes are the intended use of this classification. Approval of this variance would not comply with this intent. However, this property is adjacent to properties zoned M-1 (light manufacturing) to the south and the railroad to the east.*

- B. Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

*The property is not located within a floodplain or wetland. The topography of the site is level and there are no environmental features that would prohibit this type of use or zoning.*

- C. Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.

*Under the current designation the property is only permitted to be used for light commercial activity that serves the immediate neighborhood. The site has been used for manufacturing for several years and the applicant is simply seeking to bring the underlying zoning into conformity with the use of the property.*

- D. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

*The M-1 zoning district would permit light manufacturing by right and general manufacturing by special exception. The site is already developed for these uses and does not appear to generate any negative offsite impacts.*

- E. The capacity of the City's utilities and services are sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City.

*The City's utilities and services are sufficient to accommodate the proposed use.*

- F. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

*The site is located on the south side of Orchard Lake Rd. The site is currently used for manufacturing and is adequately served by the road network.*

- G. The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

*The boundaries of the requested rezoning district are sufficient for the development proposed by the applicant and the area of the site is consistent with other M-1 zoned parcels in the City. However, this includes manufacturing zoning on the Orchard Lake Rd Corridor for the first time.*

- H. If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

*The applicant worked with City Staff to determine the appropriate zoning district for this property and the development being proposed. The M-1 zoning district was selected because it represents the least change necessary to permit the type of manufacturing activity the applicant is already doing.*

- I. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.  
*It would not be appropriate to amend the list of uses permitted in the C-1 Local Business district to include any type of manufacturing uses.*
- J. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.  
*Approval of the requested rezoning will not create an isolated or incompatible zone. The property to the south is zoned M-1 and approval of this variance would simply extend that manufacturing district one parcel north to Orchard Lake Rd.*

**Planning Commission Recommendation**

Planning Commission recommended approval of the zoning map amendment, 6-0, with any conditions supplied by the applicant.

**Attachments**

- Application & Narrative
- Resolution for First Reading
- Ordinance



# Application for Zoning Map Amendment

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: 135 ORCHARD LAKE ROAD

Sidwell Number: 14-29-400-14

Date: 5.24.2023

Office Use Only

PF Number: \_\_\_\_\_

**Instructions:** Completed applications with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least 30 days prior to the regularly scheduled Planning Commission meeting. Applications must be complete in all respects with supporting documents such as site plan, property survey etc. Planning staff will schedule the application for consideration by the Planning Commission in accordance with the attached schedule. Incomplete applications will delay the review process.

## Applicant (please print or type)

Name	WHOLESALE HEATING SUPPLY CO		
Address	135 ORCHARD LAKE ROAD		
City	PONTIAC		
State	MICHIGAN		
ZIP Code	48341		
Telephone	Main: 248 296 4770	Cell:	Fax:
E-Mail	SSWEENEY@WH5MI.COM		

## Project and Property Information

Name of Proposed Development: WHOLESALE HEATING SUPPLY

The subject property is location at 121 on the N/(S)/E/W side of ORCHARD LAKE ROAD between PASLEY STREET and CONGRESS STREET.

The property is zoned: C-1

Proposed Zoning District: M-1

It is proposed that the property will be used as: WHOLESALE/DISTRIBUTION, NON-TOXIC, NON-HAZARDOUS

The subject property is legally described as follows (include sidwell numbers):

14-29-400-14



**Property Owner Information**

Name	WHOLESALE HEATING SUPPLY CO		
Address	176 ORCHARD LAKE ROAD		
City	PONTIAC		
State	MICHIGAN		
ZIP Code	48134		
Telephone	Main: 248-246-4770	Cell:	Fax:
E-Mail	SSWEENEY@VHSMI.COM		

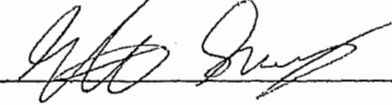
Are you the        Owner        Agent/rep. of the owner ☒ Other       

The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).

CONTINUED USE AND EXPANSION OF WHOLESALE HEATING SUPPLY - SEE ATTACHED DRAWINGS DETAILING EXISTING AND PROPOSED LOT CONFIGURATION, PROPOSED ZONING DISTRICT AND CONFORMANCE, LOCATION AND SIZE OF PROPOSED ADDITION, AND CONDITIONAL REZONING AGREEMENT.

State the reason for the Zoning Map Amendment, particularly the manner in which the City will benefit if the amendment is approved and why such change will not be detrimental to the public welfare and/or the property rights of other persons located in the vicinity of the site.

THE REZONING WILL MAKE THE EXISTING NON-CONFORMING USE INTO A CONFORMING USE. IN CONJUNCTION W/ THE REQUESTED LOT COMBINATIONS, THE PARCEL WILL HAVE A SINGLE ZONING DESIGNATION. THE SUBJECT PARCEL IS ADJACENT TO THE REQUESTED M-1 DISTRICT TO ITS SOUTH AND EAST. THE PROPOSED USE IS EXISTING AND THE PROPOSED ADDITION WILL NOT INCREASE INTENSITY AND WILL BE LOCATED AT THE PORTION OF THE LOT THAT DIRECTLY BORDERS THE EXISTING M-1 AS WELL AS C-3.



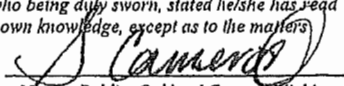
Signature of Owner

Signature of Applicant

State of Michigan  
County of Oakland

On this 22<sup>nd</sup> day of June, A.D., 2023, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

S CAMERON  
Notary Public - State of Michigan  
County of Oakland  
My Commission Expires Oct 29, 2023  
Acting In the County of Oakland

  
Notary Public, Oakland County, Michigan  
My Commission Expires: 10-29-2023

# LARA Corporations Online Filing System

## Department of Licensing and Regulatory Affairs

ID Number: 800061057

[Request certificate](#)[Return to Results](#)[New search](#)

Summary for: WHOLESALE HEATING SUPPLY CO.

The name of the DOMESTIC PROFIT CORPORATION: WHOLESALE HEATING SUPPLY CO.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800061057 Old ID Number: 058303

Date of Incorporation in Michigan: 01/02/1962

Purpose:

Term: Perpetual

Most Recent Annual Report: 2023

Most Recent Annual Report with Officers &amp; Directors: 2023

**The name and address of the Resident Agent:**

Resident Agent Name: STEVE SWEENEY

Street Address: 135 ORCHARD LAKE ROAD

Apt/Suite/Other:

City: PONTIAC

State: MI

Zip Code: 48341

**Registered Office Mailing address:**

P.O. Box or Street Address: 135 ORCHARD LAKE ROAD

Apt/Suite/Other:

City: PONTIAC

State: MI

Zip Code: 48341

**The Officers and Directors of the Corporation:**

File	Name	Address
PRESIDENT	DARLENE IGNAGNI	135 ORCHARD LAKE RD PONTIAC, MI 48341 USA
TREASURER	JULIE SWEENEY	135 ORCHARD LAKE RD PONTIAC, MI 48341 USA
SECRETARY	KATHY GIANNETTI	135 ORCHARD LAKE RD PONTIAC, MI 48341 USA
DIRECTOR	VICKY JONES	135 ORCHARD LAKE RD PONTIAC, MI 48341 USA
DIRECTOR	SUE CARTER	135 ORCHARD LAKE RD PONTIAC, MI 48341 USA

Act Formed Under: 327-1931 Michigan General Corporation Act

Total Authorized Shares: 50,000

Written Consent

**View filings for this business entity:**

ALL FILINGS  
ANNUAL REPORT/ANNUAL STATEMENTS  
ARTICLES OF INCORPORATION  
RESTATED ARTICLES OF INCORPORATION  
RESTATED ARTICLES OF INCORPORATION

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<u>SYMBOL</u>	<u>DESCRIPTION</u>
	PROPERTY LINE
	LOT LINE
	PONTIAC-CLINTON RIVER DRAIN
	GRAND TRUNK AND WESTERN RAILROAD
	LOCAL BUSINESS DISTRICT (C-1)
	LIGHT MANUFACTURING DISTRICT (M-1)
	CORRIDOR COMMERCIAL DISTRICT (C-2)
	OFFICE BUSINESS DISTRICT (C-3)
	ONE FAMILY DWELLING DISTRICT (R-1)

### PROJECT SITE LOTS TO BE COMBINED

NOT APPROVED FOR CONSTRUCTION

**STONEFIELD**  
engineering & design

Drexel, NJ • New York, NY • Boston, MA  
Pileston, NJ • Tampa, FL • Ashford, NJ  
[www.stonfieldnj.com](http://www.stonfieldnj.com)

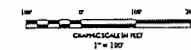
607 Shady Side 200, Detroit, MI 48226  
Phone 248.247.4115

**RE-ZONE EXHIBIT**

**WHOLESALE HEATING  
SUPPLY**

**PROPOSED REZONE**

PANELS E-1, E-2, E-3, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-20, E-21, E-22, E-23, E-24, E-25, E-26, E-27, E-28, E-29, E-30, E-31, E-32, E-33, E-34, E-35, E-36, E-37, E-38, E-39, E-40, E-41, E-42, E-43, E-44, E-45, E-46, E-47, E-48, E-49, E-50, E-51, E-52, E-53, E-54, E-55, E-56, E-57, E-58, E-59, E-60, E-61, E-62, E-63, E-64, E-65, E-66, E-67, E-68, E-69, E-70, E-71, E-72, E-73, E-74, E-75, E-76, E-77, E-78, E-79, E-80, E-81, E-82, E-83, E-84, E-85, E-86, E-87, E-88, E-89, E-90, E-91, E-92, E-93, E-94, E-95, E-96, E-97, E-98, E-99, E-100, E-101, E-102, E-103, E-104, E-105, E-106, E-107, E-108, E-109, E-110, E-111, E-112, E-113, E-114, E-115, E-116, E-117, E-118, E-119, E-120, E-121, E-122, E-123, E-124, E-125, E-126, E-127, E-128, E-129, E-130, E-131, E-132, E-133, E-134, E-135, E-136, E-137, E-138, E-139, E-140, E-141, E-142, E-143, E-144, E-145, E-146, E-147, E-148, E-149, E-150, E-151, E-152, E-153, E-154, E-155, E-156, E-157, E-158, E-159, E-160, E-161, E-162, E-163, E-164, E-165, E-166, E-167, E-168, E-169, E-170, E-171, E-172, E-173, E-174, E-175, E-176, E-177, E-178, E-179, E-180, E-181, E-182, E-183, E-184, E-185, E-186, E-187, E-188, E-189, E-190, E-191, E-192, E-193, E-194, E-195, E-196, E-197, E-198, E-199, E-200, E-201, E-202, E-203, E-204, E-205, E-206, E-207, E-208, E-209, E-210, E-211, E-212, E-213, E-214, E-215, E-216, E-217, E-218, E-219, E-220, E-221, E-222, E-223, E-224, E-225, E-226, E-227, E-228, E-229, E-230, E-231, E-232, E-233, E-234, E-235, E-236, E-237, E-238, E-239, E-240, E-241, E-242, E-243, E-244, E-245, E-246, E-247, E-248, E-249, E-250, E-251, E-252, E-253, E-254, E-255, E-256, E-257, E-258, E-259, E-260, E-261, E-262, E-263, E-264, E-265, E-266, E-267, E-268, E-269, E-270, E-271, E-272, E-273, E-274, E-275, E-276, E-277, E-278, E-279, E-280, E-281, E-282, E-283, E-284, E-285, E-286, E-287, E-288, E-289, E-290, E-291, E-292, E-293, E-294, E-295, E-296, E-297, E-298, E-299, E-300, E-301, E-302, E-303, E-304, E-305, E-306, E-307, E-308, E-309, E-310, E-311, E-312, E-313, E-314, E-315, E-316, E-317, E-318, E-319, E-320, E-321, E-322, E-323, E-324, E-325, E-326, E-327, E-328, E-329, E-330, E-331, E-332, E-333, E-334, E-335, E-336, E-337, E-338, E-339, E-340, E-341, E-342, E-343, E-344, E-345, E-346, E-347, E-348, E-349, E-350, E-351, E-352, E-353, E-354, E-355, E-356, E-357, E-358, E-359, E-360, E-361, E-362, E-363, E-364, E-365, E-366, E-367, E-368, E-369, E-370, E-371, E-372, E-373, E-374, E-375, E-376, E-377, E-378, E-379, E-380, E-381, E-382, E-383, E-384, E-385, E-386, E-387, E-388, E-389, E-390, E-391, E-392, E-393, E-394, E-395, E-396, E-397, E-398, E-399, E-400, E-401, E-402, E-403, E-404, E-405, E-406, E-407, E-408, E-409, E-410, E-411, E-412, E-413, E-414, E-415, E-416, E-417, E-418, E-419, E-420, E-421, E-422, E-423, E-424, E-425, E-426, E-427, E-428, E-429, E-430, E-431, E-432, E-433, E-434, E-435, E-436, E-437, E-438, E-439, E-440, E-441, E-442, E-443, E-444, E-445, E-446, E-447, E-448, E-449, E-450, E-451, E-452, E-453, E-454, E-455, E-456, E-457, E-458, E-459, E-460, E-461, E-462, E-463, E-464, E-465, E-466, E-467, E-468, E-469, E-470, E-471, E-472, E-473, E-474, E-475, E-476, E-477, E-478, E-479, E-480, E-481, E-482, E-483, E-484, E-485, E-486, E-487, E-488, E-489, E-490, E-491, E-492, E-493, E-494, E-495, E-496, E-497, E-498, E-499, E-500, E-501, E-502, E-503, E-504, E-505, E-506, E-507, E-508, E-509, E-510, E-511, E-512, E-513, E-514, E-515, E-516, E-517, E-518, E-519, E-520, E-521, E-522, E-523, E-524, E-525, E-526, E-527, E-528, E-529, E-530, E-531, E-532, E-533, E-534, E-535, E-536, E-537, E-538, E-539, E-540, E-541, E-542, E-543, E-544, E-545, E-546, E-547, E-548, E-549, E-550, E-551, E-552, E-553, E-554, E-555, E-556, E-557, E-558, E-559, E-560, E-561, E-562, E-563, E-564, E-565, E-566, E-567, E-568, E-569, E-570, E-571, E-572, E-573, E-574, E-575, E-576, E-577, E-578, E-579, E-580, E-581, E-582, E-583, E-584, E-585, E-586, E-587, E-588, E-589, E-590, E-591, E-592, E-593, E-594, E-595, E-596, E-597, E-598, E-599, E-600, E-601, E-602, E-603, E-604, E-605, E-606, E-607, E-608, E-609, E-610, E-611, E-612, E-613, E-614, E-615, E-616, E-617, E-618, E-619, E-620, E-621, E-622, E-623, E-624, E-625, E-626, E-627, E-628, E-629, E-630, E-631, E-632, E-633, E-634, E-635, E-636, E-637, E-638, E-639, E-640, E-641, E-642, E-643, E-644, E-645, E-646, E-647, E-648, E-649, E-650, E-651, E-652, E-653, E-654, E-655, E-656, E-657, E-658, E-659, E-660, E-661, E-662, E-663, E-664, E-665, E-666, E-667, E-668, E-669, E-670, E-671, E-672, E-673, E-674, E-675, E-676, E-677, E-678, E-679, E-680, E-681, E-682, E-683, E-684, E-685, E-686, E-687, E-688, E-689, E-690, E-691, E-692, E-693, E





**#4**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable City Council President and City Council

**FROM:** Khalfani Stephens, Deputy Mayor

**CC:** Mayor Tim Greimel

**DATE:** August 30, 2023

**RE:** Resolution to authorize payment for newsletter printing

The City of Pontiac recently printed newsletters for delivery to all residents of the community. The total cost for this endeavor including postage is \$12,991.35. This amount exceeds the \$10,000 threshold for council approval. As stated last quarter, the intent of the administration was to pay the postage directly (as it is just a pass-through fee with no markup/ margin). IF that had been done the total bill to the vendor would be \$5,089.37. The city attorney advised that because the initial solicitation included the pass-through cost of postage that the city should keep that cost included and therefore, we are bringing this item for approval. An RFP for three years of quarterly newsletter printing and delivery (postage included) has been prepared and will be posted on September 1, 2023.

Printing of 22,500 copies =\$3,692.93  
Design Costs=\$400.00  
Mail Handling Cost= \$996.44  
Postage Cost=\$7,822.91



**CITY OF PONTIAC CITY COUNCIL**

**Resolution to authorize payment for newsletter printing**

**WHEREAS**, the City of Pontiac solicited responses from four vendors to print and deliver a newsletter to residents; and

**WHEREAS**, four companies responded to the request; and

**WHEREAS**, one company was able to provide the requested services in the requested time frame at a total cost of \$12,991.35; and

**WHEREAS**, the total cost included \$7,822.91 for postage;

**NOW THEREFORE, BE RESOLVED**, City Council hereby authorizes payment to The Original Print Shoppe in the amount of \$12,991.35 for printing and delivery of the newsletter.



**#5**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President, and City Council Members

**FROM:** Alicia Martin, Purchasing Manager  
Raphael LeFlore, Building Official

**DATE:** 8/23/2023, for Session 9/05/2023

**RE:** REQUESTING COUNCIL'S APPROVAL TO AWARD THE BID AND EXECUTE AN AGREEMENT ENTERPRISE FLEET MANAGEMENT, INC. VIA THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM. THE NOT TO EXCEED AMOUNT (CONTRACT AMOUNT) WILL BE \$36,486.00.

The Building Official requests the Council's approval to award the bid and execute an open-ended 60-month contract with Enterprise Fleet Management, Inc., that the City can cancel at any time.

The City of Pontiac will lease five (5) vehicles, with maintenance included for \$608.10 per month. The annual lease payment for each vehicle is \$7,297.20 giving us a total of \$36,486.00 annually, for all five (5) vehicles. The firm is up to date with its annual reporting filings with the Department of Licensing and Regulatory Affairs. Purchasing personnel verified the firms' licensing and insurance to ensure that they meet the City's licensing and insurance requirements. As a result, the Building Official and Purchasing Manager request that Council approves a bid award and contract execution for the following firm:

- Enterprise Fleet Management, Inc.

The City of Pontiac will execute an agreement with only those contractors who receive a City of Pontiac Income Tax Clearance in accordance with 110-71 Uniform city income tax ordinance.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases.

WHEREAS, the Purchasing Manager is requesting approval to execute a City contract with Enterprise Fleet Management, Inc.;

NOW, THEREFORE, The Pontiac City Council approves the Mayor or Mayor Designee to execute a City contract with Enterprise Fleet Management, Inc. as stated herein.

AM



**Solicitation Number: RFP #030122**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should



note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

#### **2. *Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

**4.** As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

**5. Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** Intentionally omitted.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Intentionally omitted.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Intentionally omitted.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Intentionally omitted.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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 non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Intentionally omitted.

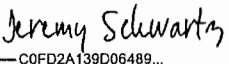
T. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION


Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Enterprise Fleet Management, Inc.

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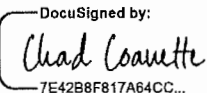
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
5/4/2022 | 9:11 AM CDT  
Date: \_\_\_\_\_

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By: \_\_\_\_\_  
Dain Giesie  
Title: Vice President  
5/4/2022 | 2:58 PM CDT  
Date: \_\_\_\_\_

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Approved:

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By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
5/4/2022 | 3:23 PM CDT  
Date: \_\_\_\_\_

# RFP 030122 - Fleet Management Services

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## Vendor Details

Company Name: Enterprise Fleet Management, Inc.  
Does your company conduct business under any other name? If yes, please state: MO  
Address: 600 Corporate Park Dr.  
St. Louis, MO 63050  
Contact: Dain Giesie  
Email: Dain.E.Giesie@efleets.com  
Phone: 314-274-5428  
Fax: 314-274-5428  
HST#: 43-1697807

## Submission Details

Created On: Tuesday February 01, 2022 10:13:18  
Submitted On: Tuesday March 01, 2022 16:13:51  
Submitted By: Dain Giesie  
Email: Dain.E.Giesie@efleets.com  
Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609  
Submitter's IP Address: 4.30.165.86

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p><b>Background and History</b></p> <p>In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.</p> <p>In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.</p> <p>In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.</p> <p>Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.</p> <p>Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.</p> <p><b>Founding Values</b></p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <p>Our brands are the most valuable things we own.  Personal honesty and integrity are the foundation of our success.  Customer service is our way of life.  Our company is a fun and friendly place, where teamwork rules.  We work hard...and we reward hard work.  Great things happen when we listen...to our customers and to each other.  We strengthen our communities, one neighborhood at a time.  Our doors are open.</p> <p><b>Business Philosophy</b></p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p>
11	What are your company's expectations in the event of an award?	<p>Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.</p> <p>It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.</p> <p>Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.</p>

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<ul style="list-style-type: none"> <li>o Alberta Corporate License number: 2116040300</li> <li>o Saskatchewan Corporate License number: 101184133</li> <li>o Manitoba Corporate License number: 6262881</li> <li>o GST number: 82540 4205 RT0001:</li> <li>o Saskatchewan PST number: 2476059</li> <li>o Manitoba PST number: 82540 4205 MC0001</li> </ul>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website.  Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcwell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.

**Table 4: References/Testimonials**

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326



**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.</p> <p>Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:</p> <p><b>Fleet Management Director</b></p> <ul style="list-style-type: none"> <li>• The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services.</li> </ul> <p><b>Fleet Strategy Manager</b></p> <ul style="list-style-type: none"> <li>• Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles</li> <li>• Works with wholesalers nationwide to sell vehicles in an average of 23 days</li> </ul> <p><b>Finance Manager</b></p> <ul style="list-style-type: none"> <li>• A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet.</li> </ul> <p><b>Account Executive</b></p> <ul style="list-style-type: none"> <li>• Designs, reviews and implements fleet management programs</li> <li>• Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs</li> </ul> <p><b>Area Sales Manager</b></p> <ul style="list-style-type: none"> <li>• Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed</li> </ul> <p><b>Client Strategy Manager</b></p> <ul style="list-style-type: none"> <li>• Implements fleet management programs specifically designed for Sourcewell</li> <li>• Reviews Sourcewell's Fleet Profile on a regular basis</li> <li>• Proactively forecasts vehicle replacement needs</li> <li>• Secondary point of contact for fleet related matters</li> </ul> <p><b>Account Fleet Coordinator</b></p> <ul style="list-style-type: none"> <li>• Primary contact for Sourcewell's fleet needs</li> <li>• Administers all day-to-day fleet-related matters</li> <li>• Works with Client Strategy Manager to provide turnkey fleet management</li> <li>• Works directly with Sourcewell's employees on fleet issues</li> </ul>
27	Dealer network or other distribution methods.	<p>As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.</p> <p><b>Vehicle Delivery</b></p> <p>Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.</p> <p>This is what we expect from our CD dealers:</p> <ul style="list-style-type: none"> <li>• Acceptance of vehicle, including inspection for damage or missing equipment.</li> <li>• Filing of claims and making arrangements for any necessary repairs.</li> <li>• Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment.</li> <li>• Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle.</li> <li>• Application for Title and Registration with the state and installation of license plates or temporary tags.</li> </ul>

28	Service force.	<p>Call Center</p> <p>Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates.</p> <p>Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week.</p> <p>The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests.</p> <p>Supplier Network</p> <p>Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.</p> <p>Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.</p> <p>We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service Quality index (SQi) is an industry leading metric that is core to Enterprise values.</p> <p>Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Customer Service Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <ul style="list-style-type: none"> <li>• Our brands are the most valuable things we own.</li> <li>• Personal honesty and integrity are the foundation of our success.</li> <li>• Customer service is our way of life.</li> <li>• Our company is a fun and friendly place, where teamwork rules.</li> <li>• We work hard...and we reward hard work.</li> <li>• Great things happen when we listen...to our customers and to each other.</li> <li>• We strengthen our communities, one neighborhood at a time.</li> <li>• Our doors are open.</li> </ul>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: <ul style="list-style-type: none"> <li>• A marketing banner on the Sourcewell website announcing the partnership and details</li> <li>• Targeting the largest members first to maximize the impact</li> <li>• Local sales teams will meet regularly with current and potential members</li> <li>• Direct-mail campaign with customized fliers featuring program information</li> </ul>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. <p>Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. <p>This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.</p> <p>Customer Website – Complete oversight on entire fleet and individual vehicles</p> <ul style="list-style-type: none"> <li>• Customizable dashboards show graphs, data, and analysis that is most important to you</li> <li>• Reporting covering entire fleet, with drill-down capability to individual vehicles</li> <li>• Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc.</li> <li>• Life-to-date maintenance data and complete vehicle history for each vehicle</li> </ul> <p>Annual Client Review – Identify and lower costs</p> <ul style="list-style-type: none"> <li>• Web-based solution for year-over-year fleet analysis led by local Enterprise team</li> <li>• Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc.</li> <li>• Document goals to develop the best possible fleet cycling plan and lower costs</li> </ul> <p>Fleet Planning Toolkit – The right vehicles at the right cost</p> <ul style="list-style-type: none"> <li>• Vehicle selector allows Enterprise to compare up to six vehicles side-by-side</li> <li>• Integrate all costs for a total cost analysis</li> <li>• Determine the best time to replace your vehicles</li> </ul> <p>Auto Integrate – Minimize downtime</p> <ul style="list-style-type: none"> <li>• Web-based repair and maintenance authorization platform to reduce downtime</li> <li>• Integration with most national account partners for faster approvals</li> <li>• Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues</li> <li>• Real-time maintenance updates</li> <li>• Access to more than 100 ASE-certified technicians employed by Enterprise</li> </ul> <p>Mobile App – Convenience for drivers</p> <ul style="list-style-type: none"> <li>• Fuel station and maintenance shop locator</li> <li>• Click-to-call roadside assistance</li> <li>• Accident reporting (including photos)</li> <li>• Receive alerts</li> <li>• Enter and track mileage</li> <li>• View order status of purchased vehicles</li> <li>• View maintenance cards</li> <li>• Check-in and check-out for vehicles with multiple drivers</li> <li>• Edit incorrect mileage entries</li> </ul>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows:</p> <p>Vehicle Cycling/Fleet Optimization</p> <p>Managing vehicle emissions can represent a key component of customers' environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling.</p> <p>In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.</p> <p>Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs.</p> <p>Carbon Reporting and Offsets</p> <p>Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program.</p> <p>Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass.</p> <p>TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings</p>

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

#### Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

#### Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
- Duty of Care
- Supplier Code of Conduct
- Human Rights
- Safety Recalls
- Workplace Ethics
- Employment and Equal Opportunity
- Founding Values
- Privacy and Safe Harbor
- Subsidiaries and Franchisees

#### Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires



43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.</p> <p>Good Faith Plan</p> <p>Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training.</p> <p>Small Business Enterprise (SBE) &amp; Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> <li>• Identify opportunities for SBE/MWBE certified vendors to provide goods and services.</li> <li>• Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses.</li> <li>• Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required</li> <li>• Negotiate in good faith with interested SBE/MWBE Certified Vendors</li> <li>• Join and support local and national minority, women, and small business organizations.</li> <li>• Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services.</li> <li>• Encourage drivers to utilize DBE &amp; MWBE vendors for maintenance and repair based on each company's needs.</li> <li>• In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.</li> </ul>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:</p> <ul style="list-style-type: none"> <li>• Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more.</li> <li>• Sales force &amp; Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers.</li> <li>• Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well.</li> <li>• Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.</li> <li>• Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price.</li> <li>• Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.</li> </ul>

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.



Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network.  When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.  Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency:  <b>Fuel Card</b> We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: <ul style="list-style-type: none"> <li>• Convenience: Card accepted at more than 180,000 U.S. locations</li> <li>• Security: Cards with driver identification issued to the driver assigned to the vehicle</li> <li>• Control: Card program offers various controls to help manage your fleet's fueling expenses</li> </ul> WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis.  Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: <ul style="list-style-type: none"> <li>• Review transaction activity</li> <li>• Identify potentially abusive or fraudulent behavior</li> <li>• Notify customers when such behavior occurs</li> </ul> <b>GPS</b> Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: <ul style="list-style-type: none"> <li>• Safety: Breakthrough accident detection, safer driving behavior, in-</li> </ul>

	<p>vehicle driver coaching</p> <ul style="list-style-type: none"> <li>• Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs</li> <li>• Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring</li> <li>• Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health</li> <li>• Compliance: Accurate HOS and/or IFTA reporting</li> </ul> <p>Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.</p> <p><b>Full Maintenance</b> Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.</p> <ul style="list-style-type: none"> <li>• Monthly cost is fixed for the term of the vehicle</li> <li>• Coverage is available up to 100,000 miles</li> <li>• Covers all routine services recommended by the manufacturer</li> <li>• Covers all unexpected repairs (not related to damage or neglect)</li> <li>• 24/7 roadside assistance and towing is included</li> <li>• Brakes, tires, and loaner vehicles can be included</li> <li>• Windshield repair, fueling service, and other miscellaneous items are available</li> <li>• Sourcewell can set up and send automatic service reminders through Enterprise's website</li> </ul> <p><b>Maintenance Management</b> With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.</p> <p>Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.</p>	*
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**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQi feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include:</p> <ul style="list-style-type: none"> <li>• Active management of vehicle lifecycle to minimize fuel and maintenance spend</li> <li>• Annual fuel and maintenance spend benchmarking to decrease total cost of ownership</li> <li>• Comparison of vehicle makes and models to provide better total cost of ownership</li> <li>• Increased equity gain at disposal through proactive fleet planning and forecasting</li> <li>• Continuing review of resale market to identify best disposal method and holding period</li> <li>• Comparison of Enterprise resale performance against industry standards</li> <li>• Management of Sourcewell incentive programs to reduce acquisition costs</li> <li>• Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs</li> <li>• Review driver and administrator feedback to maximize driver satisfaction</li> </ul>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Payment Terms</p> <p>Payment terms are Net 30.</p> <p>Payment</p> <p>Enterprise offers several payment options to our clients:</p> <ul style="list-style-type: none"> <li>• Direct debit – payments are withdrawn on the 20th of each month</li> <li>• One-time ACH – can be completed via phone or email</li> <li>• Check – can be mailed or overnighted to Enterprise</li> <li>• Wire/ACH push – can be set up through Enterprise's bank</li> </ul>
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.</p> <p>Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.</p> <ul style="list-style-type: none"> <li>• Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference.</li> <li>• Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles.</li> <li>• Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front.</li> <li>• Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value.</li> </ul> <p>Open-Ended Lease</p> <p>Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:</p> <ul style="list-style-type: none"> <li>• Improved cash flow</li> <li>• No mileage restrictions or wear-and-tear charges</li> <li>• Flexible financing options</li> <li>• Customized terms for use and type of vehicle</li> <li>• Retention of ownership rights</li> </ul> <p>In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.</p> <p>The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.</p> <p>Lease Terms</p> <p>Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.</p>

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p><b>Inclusive, Upfront Pricing</b> Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond.</p> <p><b>Integrity and Transparency</b> We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment.</p> <p><b>Flexible Options</b> Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs.</p> <p>We have uploaded our pricing materials as instructed.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.</p> <p>For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.</p>	*

62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise's standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.  Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

**Table 11A: Pricing Grid: Acquisition Terms**

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*



**Table 11B: Pricing Grid: Incentives**

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

**Table 11C: Pricing Grid: Maintenance & Fees**

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00	*
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries.  Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below.  Deliveries to qualified members during the term of the contract is \$125.00 per new delivery.  Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.



**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:</p> <ul style="list-style-type: none"> <li>• Total cost of ownership analysis and comparisons</li> <li>• Dedicated local account team assigned to each client to make ongoing cost saving recommendations</li> <li>• Company fleet policy consultation</li> <li>• Insurance consultation and programs</li> <li>• Customizable lease options and financing</li> <li>• Detailed driver analysis</li> <li>• Fleet selection and acquisition</li> <li>• Maintenance and fuel program management for both leased and client owned vehicles</li> <li>• Four-year cost model development</li> <li>• License, title and renewal services for both leased and client owned vehicles</li> <li>• Customizable website dashboard with near real-time data and reporting</li> <li>• Remarketing and resale for both leased and client owned vehicles</li> <li>• Driver Safety programs</li> </ul>
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition.</p> <p>As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes:</p> <ul style="list-style-type: none"> <li>• Fleet cost analysis</li> <li>• Company fleet policy constitution</li> <li>• Insurance consultation</li> <li>• Detailed driver analysis</li> <li>• Fleet selection</li> <li>• Maintenance and fuel program management</li> <li>• Customized fleet plan based on your specific needs</li> </ul> <p>We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle:</p> <ul style="list-style-type: none"> <li>• Universal fuel card management</li> <li>• Personal-use reporting</li> <li>• Vehicle sharing technology</li> <li>• Maintenance services from ASE-certified technicians</li> <li>• Accident Management services from I-CAR certified professionals</li> <li>• Insurance coverage through our broker, Lockton</li> </ul>

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Item	Category or Type	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	<input checked="" type="radio"/> Yes <input type="radio"/> No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.

#### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

#### Documents

##### Ensure our submission document(s) conforms to the following :

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- Financial Strength and Stability - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- Marketing Plan/Samples - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- WM8E/M8E/S8E or Related Certificates - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- Warranty Information - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- Standard Transaction Document Samples - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- Upload Additional Document - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1



## FLEET MANAGEMENT

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### FLEET SYNOPSIS | CITY OF PONTIAC



City of Pontiac  
47450 Woodward Avenue,  
Pontiac, Michigan 48342

**Solicitation Number: RFP #030122**

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Enterprise Fleet Management, Inc.  
600 Corporate Park Drive  
St. Louis, MO 63105  
314-512-5000 Main  
314-518-5583 Fax

Evan Crank  
Account Executive  
Enterprise Fleet Management  
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FLEET MANAGEMENT

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# FLEET SYNOPSIS | CITY OF PONTIAC

## Impact of Partnership

### BACKGROUND

Location: Pontiac, MI

Industry: City

### THE SITUATION

The City of Pontiac is looking for a solution to better manage its aging fleet.

- Current program does not allow for additional vehicles without increasing its budget.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- It would take 10+ years to cycle out the entire fleet at current acquisition rates.

### THE OBJECTIVES

Enterprise Fleet Management's proposal is to save city resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease\* as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expenses. Maintenance and repairs will be outsourced to local businesses to further stimulate economic growth and the integration of more fuel-efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

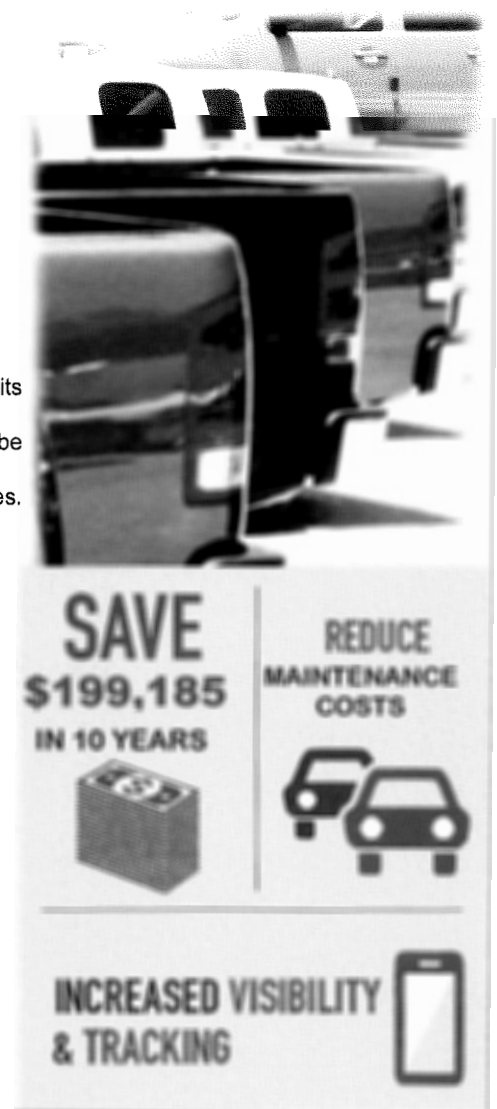
\*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at the time of disposal.

### CLIENT TESTIMONIAL

"I would like to take the time and thank you and your staff at Enterprise Fleet Management. Partnering with EFM has directly led to our Township saving on vehicle maintenance and increasing the size of our fleet while simultaneously decreasing the budget required for new vehicles."  
-Michael Koach, Chief of Police

### THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the City of Pontiac will reduce maintenance costs by lowering the age of the fleet. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 113.5% above Black Book values. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City will be able to add additional vehicles to the fleet without increasing the budget.



[Evan.Crank@efleets.com](mailto:Evan.Crank@efleets.com)

(586) 747-8598



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## Township of Clay Increases Fleet Size While Shrinking Fleet Costs

Clay, MI • Government/City • 9 Vehicles

### THE CHALLENGE

The Township of Clay was persistently challenged to provide the proper number of vehicles for its staff. The rise in maintenance and repair costs only made the problem more difficult to resolve. With an average vehicle age of 8 years and without a sound replacement plan, the township felt stuck with its current continually aging fleet.

### THE SOLUTION

Enterprise Fleet Management was able to provide a budget-friendly solution to lease vehicles for 5 years. The EFM 10-year plan will enable the township to order 9 replacement vehicles right away. Additionally, following EFM's recommendation to outsource maintenance, The Township of Clay will realize additional savings that will help provide more vehicles to its staff.



"I would like to take the time and thank you and your staff at Enterprise Fleet Management. Partnering with EFM has directly led to our Township saving on vehicle maintenance and increasing the size of our fleet while simultaneously decreasing the budget required for new vehicles.

Your staff has been very professional and an absolute pleasure to work with. I will highly recommend your services to my colleagues and would do the same for any other city looking for a fleet partner."

— Michael Koach, Chief of Police

### KEY RESULTS



**\$400K**  
in total estimated budget savings by leasing vehicles



Over **\$58K** in resale dollars generated



Budget savings led directly to additional vehicles in their fleet



### THE RESULTS

During the first year of the partnership, the township leased 9 vehicles through EFM and leveraged EFM's remarketing team to sell 12 vehicles to right-size their fleet. The 10-year plan is estimated to generate over \$400,000 in total savings, including an additional \$58,000 in resale gains.

# REFERENCES | CITY OF PONTIAC

## **CURRENT PARTNERS**

---

- City of Detroit
- Clay Township
- City of Eastpointe
- Redford Township
- Ottawa County
- City of Lincoln Park
- Independence Township
- City of Hazel Park
- City of Dearborn Heights

## **REFERENCES**

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Below is a list of at least three (3) client/customer references including company name, contact person, and telephone number.

Company Name: Township of Clay

Business Phone #: 810-794-9381

Contact Person: Michael Koach

Company Name: City of Lincoln Park

Business Phone #: 313-386-1800

Contact Person: Ray Watters

Company Name: Independence Township

Business Phone #: 248-625-8222

Contact Person: David McKee



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Item	US Pricing (USD)
Factory Order Pricing	Manufacturer Published Invoice Less Applicable Incentives Less plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicle Pricing	Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability. Applies to all Dealer ordered vehicles
Interest Rate	350 basis points over 3 year t-bill
FEES	
Termination Fee Equity Leases, (Section 3 of MLA)	\$0
Termination Fee NET (walk away) Leases, (Section 14 of MLA)	Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement
Federal Tax Incentives	100% of end user eligible incentives are passed to the member
State Tax Incentives	100% of end user eligible incentives are passed to the member
Manufacturer Incentives	100% of end user eligible incentives are passed to the member
Fixed Maintenance	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member. Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not
Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts
Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles
Service Charge	\$400.00
Lease Termination Fee	\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement
Interim Interest (if yes provide calculation)	NO
Resale Fee	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Fuel Program:	\$0 Card Fee
Physical Damage:	\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval
Accident Management:	\$125 per occurrence
Maintenance Management:	\$6 per vehicle per month
Full Maintenance:	Pricing based on vehicle type and anticipated miles driven over term
Roadside Service:	No charge – included in Full Maintenance
GeoTab Telematics:	\$20.15 ProPlus Plan Install Bundle (includes GO device, universal harness, basic installation, and ProPlus plan) \$18.67 ProPlus Plan Self Install Bundle (includes GO device, universal harness, and ProPlus plan) Pricing per device per month for all new orders of Geotab Device Plans and/or third party product plans under Geotab's Sourcewell Contract #020221-GE0 for resale to Sourcewell members in accordance with the terms and conditions of the Sourcewell Addendum between the parties dated 6/25/2021
Registration Fees:	All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee
Taxes	Any applicable taxes will be passed to the end user, in order to receive eligible exemptions the member will need to provide the applicable tax exemption certificates to apply its exempt status for leased vehicles as well as products and
Aftermarket Equipment	Enterprise will negotiate on Sourcewell's behalf to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure.
Aftermarket Service Fee	No charge
License Administration Fee for end user owned vehicles	\$25 per month per vehicle, plus any additional transactional fees incurred from the state are passed through to the client
Website	No charge
Reporting	No charge
Consultative Services / Account Management	No charge
Lost or Stolen Maintenance and Fuel Cards	No charge
Out of Network Maintenance Fees	No charge
Off Road / Off Lease Charge	No charge
Rental Admin Charges	No charge
Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be \$21,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable





# Proposal Evaluation Fleet Management Services RFP #030122

	Possible Points	Ample, Inc.	Automotive Rentals, Inc.	Commercial Vehicle Leasing, LP DBA D&M Leasing	Doering Leasing Co.	Element Fleet Corporation	Enterprise Fleet Management, Inc.	eTransEnergy
Conformance to RFP Requirements	50	36	40	42	40	41	42	38
Pricing	400	250	319	334	271	310	307	230
Financial Viability and Marketplace Success	75	51	55	62	59	63	61	52
Ability to Sell and Deliver Service	100	64	80	78	71	73	85	61
Marketing Plan	50	38	36	42	40	42	38	40
Value Added Attributes	75	58	63	61	55	61	61	56
Warranty	50	40	37	41	40	36	41	38
Depth and Breadth of Offered Equipment, Products, or Services	200	126	170	167	168	171	172	108
Total Points	1,000	663	800	827	745	797	810	623
Rank Order		11	3	1	8	4	2	12

	Possible Points	Five Star Express, LLC	Highland Electric Fleets, Inc.	Merchants Automotive Group, LLC	Mike Albert Leasing, Inc.	NuGen Go, LLC	Sewell Fleet Management
Conformance to RFP Requirements	50	29	38	37	38	37	37
Pricing	400	170	259	316	293	281	315
Financial Viability and Marketplace Success	75	39	54	55	58	51	56
Ability to Sell and Deliver Service	100	53	75	72	69	62	65
Marketing Plan	50	24	40	40	37	34	30
Value Added Attributes	75	42	60	59	56	51	48
Warranty	50	25	41	35	37	34	37
Depth and Breadth of Offered Equipment, Products, or Services	200	95	151	172	159	148	162
Total Points	1,000	477	718	789	747	698	750
Rank Order		13	9	5	7	10	6

Developed by  
*James Voelker*

James Voelker, CFCM, CFCM, Procurement Lead Analyst

Developed by  
*Chris Robinson*

Chris Robinson, CPSM, Procurement Manager

Developed by  
*Craig West*

Craig West, Procurement Analyst

Developed by  
*Beverly Hoemberg*

Beverly Hoemberg, Procurement Analyst



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Prepared For: City Of Pontiac  
Mcintyre, JackDate 08/16/2023  
AE/AM EC/BM2

Unit # 278BS5

Year 2024 Make Nissan Model Rogue

Quantity - X5

Series S 4dr All-Wheel Drive

Vehicle Order Type Ordered Term 60 State MI Customer# 247654

\$ 30,592.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>MI</u>
\$ 103.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

Driver Name	
Exterior Color	(0 P) Everest White Pearl
Interior Color	(0 I) Charcoal w/Cloth Seat Trim
Lic. Plate Type	Title Only
GVWR	0

\$ 30,892.00	Total Capitalized Amount (Delivered Price)
\$ 386.15	Depreciation Reserve @ <u>1.2500%</u>
\$ 179.17	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 565.32</b>	<b>Total Monthly Rental Excluding Additional Services</b>

## Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
---------	----------------------------

Comp/Coll Deductible 0 / 0

\$ 42.78	Full Maintenance Program <sup>3</sup> Contract Miles <u>35,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.0750 Per Mile# Tires 0

Loaner Vehicle Not Included

<b>\$ 42.78</b>	<b>Additional Services SubTotal</b>
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\$ 0.00	Sales Tax <u>6.0000%</u>
---------	--------------------------

State MI

<b>\$ 608.10</b>	<b>Total Monthly Rental Including Additional Services</b>
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\$ 7,723.00	Reduced Book Value at <u>60</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City Of Pontiac

BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**VEHICLE INFORMATION:**

2024 Nissan Rogue S 4dr All-Wheel Drive - US

Series ID: 22014

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$28,601	\$30,220.00 (Est.)
Total Options	\$356.00	\$400.00 (Est.)
Destination Charge	\$1,335.00	\$1,335.00
<b>Total Price</b>	<b>\$30,292.00</b>	<b>\$31,955.00 (Est.)</b>

**SELECTED COLOR:**

Exterior: QBE-(0 P) Everest White Pearl  
Interior: G-(0 I) Charcoal w/Cloth Seat Trim

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP	
E09_	Special Paint - Everest White Pearl	\$356.00	\$400.00	(Est.)
G_03	(0 I) Charcoal w/Cloth Seat Trim	NC	NC	(Est.)
PAINT	Monotone Paint Application	STD	STD	(Est.)
QBE_01	(0 P) Everest White Pearl	NC	NC	(Est.)
STDAX	5.604 Axle Ratio	STD	STD	(Est.)
STDEN	Engine: 1.5L Turbo	STD	STD	(Est.)
STDGV	GVWR: 4,685 lbs (2,125 kgs)	STD	STD	(Est.)
STDRD	Radio: AM/FM	STD	STD	(Est.)
STDST	Front Bucket Seats	STD	STD	(Est.)
STDTM	Cloth Seat Trim	STD	STD	(Est.)
STDN	Transmission: Xtronic CVT Automatic	STD	STD	(Est.)
STDTR	Tires: 235/65R17 All Season	STD	STD	(Est.)
STDWL	Wheels: 17" Aluminum Alloy	STD	STD	(Est.)

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Body Material: galvanized steel/aluminum/composite body material  
Body Side Cladding: black bodyside cladding  
Grille: black w/chrome surround grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Intelligent Key proximity key  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 1 seatback storage pockets  
Audio Media Storage: audio media storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
Internet Access: Wi-Fi Hotspot internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights  
Front Wipers: variable intermittent speed-sensitive wipers wipers  
Rear Window wiper: fixed interval rear window wiper with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights

Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: front pedestrian detection  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-dash clock  
Systems Monitor: driver information centre  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Bulb Failure Warning: bulb-failure warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: compact spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Rear Side Airbag: rear side-impact-impact airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Panic Alarm: panic alarm  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Height Adjustment: manual height-adjustable driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear manual reclining 60-40 bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: cloth front and rear seat upholstery  
Door Trim Insert: cloth door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light

Standard Engine:

Engine 201-hp, 1.5-liter I-3 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD and auto-manual

**#6**

**RESOLUTION**





Department of Public Works

OFFICIAL MEMORANDUM

---

**TO:** Pontiac City Council and Council President

**FROM:** Allen H. Cooley, III, Director of Public Works

**CC:** Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

**DATE:** August 31, 2023

**RE:** **Agreement with DLZ for the engineering design for replacement of the Sheriff Building cooling tower for the City of Pontiac.**

---

City Council approved the resolution for DLZ to provide as needed Architectural and Engineering Services for a not to exceed amount of \$75,000 during the April 4, 2023, Council session. Purchasing used the State of Michigan's MiDeal Cooperative Purchasing Program – Contract No. 00876 to comply with the City's ordinance as it pertains to bidding requirements. The purchasing manager and DPW director is requesting that City Council Approving the execution of a contract for DLZ to complete the Engineering Design for the Sheriff Building cooling tower replacement, this will total a **not-to-exceed amount of \$55,000**, which will bring the total spend for DLZ to \$185,000. This total comes from \$75,000 Engineering services, \$55,000 (approved 8/22 for a roads master plan) and this \$55,000 for engineering design of the Sheriff building cooling tower.

According to Pontiac Code Section 2-523, the City may use cooperative purchasing when the Purchasing Agent or the City Council deems it to be in the "best interest of the City". The ordinance further permits that when bids are received through such cooperatives, the advertising and bidding requirements are deemed to have been met.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and

WHEREAS, the Purchasing Manager is requesting approval to execute a contract with DLZ to complete the engineering design for the replacement of the Sheriff Building cooling tower no later than November 2023;

NOW, THEREFORE  
IT IS RESOLVED:

The Pontiac City Council approves the Mayor or Mayor Designee to execute a contract with DLZ for the Engineering design of the replacement of the Sheriff Building cooling tower.



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

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

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

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

the Prime Professional Services Contractor, hereinafter called the Professional,

WHEREAS the Department proposes securing professional services FOR THE FOLLOWING PROJECT:

**Indefinite-Scope, Indefinite-Delivery Contract No. 00876**

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

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

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

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

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

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

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

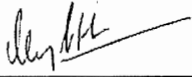
The Professional is not to provide any professional services or incur expenses until individual ISID Projects are assigned to this Contract. (See Article 2 – Compensation and the Project/Program Statement attached to this Contract.)

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

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

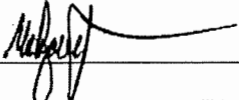
IN WITNESS, WHEREOF, each of the parties has caused this Professional Services Contract to be executed in blue ink, a scanned digital signature is also acceptable, by its duly authorized representatives on the dates shown beside their respective signatures, with the Contract to be effective upon the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

**FOR THE PROFESSIONAL:**

DLZ Michigan, Inc.  
\_\_\_\_\_  
Firm Name  
  
\_\_\_\_\_  
Signature  
President  
\_\_\_\_\_  
Title

CV0016067  
\_\_\_\_\_  
SIGMA Vendor Number  
4/29/21  
\_\_\_\_\_  
Date

**FOR THE STATE OF MICHIGAN:**

  
\_\_\_\_\_  
Director, DTMB, State Facilities Administration

4/29/2021  
\_\_\_\_\_  
Date

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

## **ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **PHASE 100 - STUDY PHASE**

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

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

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

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

Task 102 RESEARCH: Gather and/or develop all data to evaluate and clarify the Project. Research existing data, analyze and refine the concepts of the Project/Program Statement. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the information required to complete the Study incorporating functional and operations needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance, and other support features. Identify all additional research, studies, and analysis necessary to express such objectives and requirements in terms of a fully operable facility or system which will acceptably serve its intended use.

Task 103 ANALYSIS: Analyze data, information and research gathered. Create draft recommendations or results of the study and research. Upon completion of all on-site field investigation activities prepare a complete architectural and/or engineering study report. If appropriate, provide itemized construction cost estimates. The analysis will correlate, describe, and record research findings and information for the Project Team's understanding and acceptance. Transcribe and consolidate all existing data, studies, and the research analysis of Task 102 into a draft study report. Submit one (1) electronic copy in indexed PDF format of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments.

Task 110 STUDY REPORT: Incorporate the study review comments as directed by the Department into the final study report. Prepare and attend presentations to the Project Team and others for Study acceptance. The final report shall use the following outline and contain such detail as required for the Project Team's understanding and acceptance.

- A. Management Summary
- B. Problem
- C. Research Findings, Discussion and Details
- D. Conclusion
- E. Recommendation

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

### **PHASE 200 - PROGRAM**

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

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

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

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

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

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

### **PHASE 300 - SCHEMATIC DESIGN**

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

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

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



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

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

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

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

Task 302      CONSTRUCTION CODE AND DESIGN REVIEWS: Identify, list, and define for the Department, in writing, the impact of all applicable construction codes, rules, regulations, environmental requirements, design reviews, and permitting procedures current as of the start of this schematic design Phase that will apply to the design of the proposed Project. Review with the Project Team the principal impacts on Project planning and incorporate these into the schematic design report and the Project cost/proposed construction schedule of Task 309.

Task 303      CIVIL/SITE STAGING INVESTIGATION: The Professional shall retain a civil/site survey Consultant and a site geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services and prepare the site staging investigation survey instructions program(s) required to establish and execute a complete schematic site design appropriate to the Project/Program Statement. Analyze site staging investigation results and incorporate into the schematic site design. Coordinate a site-specific testing program to identify and/or confirm the Project site underground conditions and accurately specify contractual requirements. This includes, but is not limited to, access, traffic control, demolition, Soil Erosion and Sedimentation Control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, dewatering, dredging, and similar work. Provide the Department with copies of all site investigation geotechnical test reports. Review conclusions and, upon request, explain their influence on the Project schematic design. Define the impact of the Project on adjacent buildings.

Task 304      STRUCTURAL: Research, survey, define, and render all existing structural systems appropriate to the proposed Project. Show facility layout, applicable area floor loadings and basic elevations. Outline any existing principal structural system members and render and show the proposed structural system schematic design for renovations and additions.

Task 305      MECHANICAL/HVAC/PLUMBING/UTILITIES: Research survey, define and render the schematic design basis for all proposed mechanical, plumbing systems, and utility systems appropriate to the Project. This includes but is not limited to all plumbing, HVAC, and other mechanical systems, equipment, and their respective loads. Define and render the schematic design capacities, sources, flows, and functions of all existing and/or proposed utility systems, including but not limited to steam, water, fuel, storm and sanitary sewers, and fire protection. Field-check and verify accessibility and space for all equipment on the proposed schematic design drawings. Confirm, in writing, to the Department, the availability of utility capacities at current or proposed connections. Contact applicable utilities for information on connections, connection permit requirements, fees, and schedules.

Task 306      ELECTRICAL: Research, survey, define and render the schematic design basis for all proposed electrical systems appropriate to the Project.



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

Task 307 ARCHITECTURAL/ENGINEERING: Research, survey, define, and render the existing and proposed schematic design architectural and/or engineering building area layout appropriate to the Project/Program Statement. Show proposed applicable area/room space, finish treatment, uses, interrelationships, and principal building sections, elevations, and dimensions. Show principal building fire protection spaces and features. Consider sustainability in material, equipment, systems, and general design selections, provide LEED checklist, as applicable.

Task 308 DRAFTING: Prepare and render proposed schematic design documents appropriate to the Project, on sheet size approved by the Project Director. Include all principal building/site utility systems. Coordinate the Project schematic design with all architectural and/or engineering design disciplines for completeness, accuracy and consistency, and conflict avoidance. The Professional shall field-check and verify the accuracy of all existing and proposed architectural and/or engineering drawings and any data furnished by the Department, the State/Client Agency or any other Project related source.

Task 309 PROJECT COST/PROPOSED CONSTRUCTION SCHEDULE: Evaluate the proposed schematic design against the estimated Project cost and design/construction schedule. Revise schematic design as required to produce a design within the Department's approved Budget. Prepare and submit a Project Budget based on the approved schematic design. Apply critical target dates to the Professional's Project Study, Design and Proposed Construction Schedule and submit to the Department for their review and approval.

Task 310 SCHEMATIC DESIGN REVIEW: Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed schematic design documents, as necessary, to incorporate all requested design review comments. Obtain Department approval and sign-off prior to State/Client Agency sign-off, when requested by Project Director. Where legislative review is required, provide an additional one (1) electronic copy in PDF format of the Department approved proposed schematic design documents to the Department for distribution to the Joint Capital Outlay Subcommittee, in the format of the "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies, and Professional Service Contractors".

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

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

#### **PHASE 400 - PRELIMINARY DESIGN**

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

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

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

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

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

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

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

Task 402      SPECIFICATIONS: Prepare proposed preliminary design outline draft specifications for Divisions 00 through 49, in the current version of the Master Format Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the defined Project. Outline specifications will address sustainable design in materials selection.

Task 403      CIVIL/SITE STAGING DESIGN/INVESTIGATION: If the Professional did not obtain a site specific geotechnical testing program for this Project and advise the Department during the Schematic Design Phase, they shall retain a civil/site survey Consultant and a geotechnical testing Consultant and coordinate their proposed architectural and/or engineering services to prepare and provide a preliminary geotechnical site investigation and site staging design as directly related to the Project.

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

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

- Task 405      **MECHANICAL/HVAC/PLUMBING/UTILITIES:** Identify existing mechanical/heating, ventilating, and air conditioning equipment, plumbing systems, and utility systems. Calculate heat loss, heat gain, and other demands for all spaces. Determine ventilation requirements. Calculate total loads, identify, and size new equipment. Identify and/or calculate total utility loads. Include the needs of any existing building or system that is a part of, or interfaces with the Project, as well as those of the Project. Provide basic engineering design appropriate for all principal building components, utility systems and building systems, and all pre-engineered equipment suitable and appropriate for the proposed Project. Field-check and verify clearances for all proposed equipment and systems proposed. Prepare preliminary HVAC, plumbing, and utility drawings. Determine and prepare a list of required preliminary design drawings as related to the proposed Project. Review current, mechanical, plumbing and utility system codes and incorporate applicable requirements. Revise as required. Secure in writing, the approval of capacities and connections for the Project from the appropriate utilities/suppliers.
- Task 406      **ELECTRICAL:** Identify existing equipment and systems. Prepare load calculations, including electric loads for fixed, and movable, equipment, as appropriate to the defined Project. Determine electric service requirements and size major transformer and service equipment. Provide single line diagrams of primary service and distribution systems. Develop and outline basic equipment and distribution systems for lighting, power, building control, elevators, fire, security, television, data, communications, and other specialized systems of the Project. Coordinate design to incorporate design requirements for any open office workstation/partitioning systems.
- Field-check and verify clearances for all proposed equipment and design systems proposed. Prepare preliminary electrical drawings. Determine and prepare a list of required preliminary design electrical drawings as related to the proposed Project. Review current electrical codes and incorporate all applicable requirements. Revise as required. Secure in writing, the approval of capacities and connections for the Project from the appropriate utility/suppliers.
- Task 407      **ARCHITECTURAL/ENGINEERING:** Prepare preliminary architectural and/or engineering drawings, appropriate to the proposed Project, to detail and define the Project. Coordinate design to incorporate design requirements for any open office workstation/partitioning systems. Determine and prepare a list of required preliminary design architectural and/or engineering drawings. Drawings will include plans, elevations, sections, and critical construction details in order that an accurate and detailed construction estimate can be provided. Depict sustainable design criteria and energy efficient design features of the Project, provide LEED Checklist, and provide summary calculations to demonstrate applicable compliance with the State of Michigan's current Energy Code requirements. Revise as required.
- Task 408      **DRAFTING:** Prepare and render the preliminary design architectural and/or engineering documents on sheet size approved by Project Director. Coordinate the preliminary design with related architectural and/or engineering design disciplines for completeness, accuracy and consistency and conflict avoidance. Prepare drawings using applicable State of Michigan standards as defined in the Department's "Capital Outlay Design Manual for State Universities, Community Colleges, State Agencies, and Professional Service Contractors" and DTMB DCD "Design and Construction Standards for Office Construction and Tenant Fit out" for all Project design disciplines. The Professional shall field-check and verify the accuracy of all existing and proposed drawings and any data furnished by the Department, the State/Client Agency, or any other Project related source.
- Task 409      **COST ESTIMATE AND CONSTRUCTION SCHEDULE:** Prepare an itemized Project construction cost estimate based on prevailing or reasonably predictable factors for the proposed bidding period. Recommend construction strategies, methods, and phasing. Identify long-lead items and any State of Michigan-furnished materials, equipment, systems, and furnishings, with procurement deadlines consistent with the proposed schedule and phasing. Prepare in bar chart format a detailed schedule of the design and proposed bidding and construction schedule, incorporating the information listed above.
- Task 410      **PRELIMINARY DESIGN REVIEW:** Prepare, reproduce, submit, and make presentations and revisions of the schematic design planning documents. Present proposed documents for the Project Team review at the 50 percent and 90 percent completion intervals and solicit review comments. Revise proposed preliminary design documents, as necessary, to incorporate all requested design review comments.

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

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

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

#### **PHASE 500 - FINAL DESIGN**

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

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

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

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

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

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

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

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

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

Task 502

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

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

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

Task 503

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

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

Task 504

**STRUCTURAL:** Prepare and render complete structural final design documents.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Task 517**      **FINAL DESIGN CORRECTION PROCEDURES:** Correct at no additional cost to the Department any design errors or omissions and/or other Project related deficiencies identified during the 600 and 700 Construction Phase. All reproduction costs for design interpretations, clarifications, and Bulletins related to the Professional's final design errors or omissions and similar or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rates.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Task 601 COORDINATION: Coordinate the Professional's staff, Consultants, and all other Project related resources. Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated, and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting. Meeting minutes and agendas are to follow the order and outline of the Departments "Sample Progress Meeting Format" and include a summary of executed CCO's, pending CCO's, Shop and RFI Submittal Logs and statuses.

Task 602 SHOP DRAWINGS, SUBMITTALS, and APPROVALS: Monitor, evaluate, and provide administrative action as necessary to achieve timely processing of shop drawings and such other submittals and approvals that are the responsibility of the Professional. Maintain a record of all required, received, rejected, and approved submittals of shop drawings, color/material samples, finishes, and other items requiring the Professional's approval. Notify the Construction Contractor(s), in writing, (copy to the Department) of delinquent submittals, the consequences of such delays, and prescribe a time schedule for their submittal/resubmittal, which will not jeopardize the Construction Contract completion date.

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

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

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

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

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

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

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

#### Task 604

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

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

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

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

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

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

Task 605

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

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

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

Task 606

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

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

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

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

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

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

- Task 607      PUNCH LIST PROCEDURES: Prepare and distribute Punch Lists for each Construction Contract. Prescribe a reasonable time schedule for completion of all construction Punch List items and identify an additional amount to be withheld from payment should standard closeout schedule of values be deemed insufficient to assure the Department sufficient funds to cover all costs as may become necessary to complete the remaining delinquent work. Distribute Punch Lists within five (5) business days of the final Inspection. Notify the Construction Contractor of any delinquent Punch List construction corrections and take appropriate action in accordance with Tasks 604 and 606.
- Task 608      CLAIMS: Evaluate and respond to any claims (in whole or in part) against the Department within five (5) business days of the receipt of such claim, in the Professional's office. Where any element of claims or subsequent litigation, are based, in whole or in part, upon any deficiency or delinquency in the Professional's services, the Professional shall provide, in a timely manner, all professional services necessary to defend the claim issue(s). No payment will be due for claim defense services accumulated under this Task until settlement or judgment of litigation concludes the claim issue. The claim settlement or judgment decision will be used as the basis for determining the Professional's obligation, if any, for the costs of such professional services and/or for any costs incurred by the Department for which performance by the Professional may be responsible or contributory. Billing under this claims Task will be in accordance with an appropriate Contract Modification and/or Contract Change Order.
- Task 609      AS-BUILT DOCUMENTS: Within forty-five (45) consecutive calendar days after receipt of properly prepared and submitted Construction Contractor annotated as-built documents, incorporate, and render them into the Professional's original Contract Documents for as-built documents. The Professional shall provide the Design and Construction Division with the following two (2) types of deliverable as-built documents for Project close-out: 1) One (1) set of legible/reproducible bond copy completely updated and corrected, as-built records of the Contract Documents/architectural and/or engineering drawings; and 2) Two (2) electronic sets of completely updated and corrected as-built record close-out documents and architectural and/or engineering drawings, one in .pdf format and one in Auto CAD format that is "Auto CAD readable" and conforms to the American Institute of Architects (AIA) National CAD Standard format.
- The as-built documents shall depict all construction modifications, additions, and deletions made either by Addendum, Bulletin, supplemental written instructions, and the written notations shown on the Construction Contractor's as-built drawings. The Professional's as-built architectural and engineering drawings shall be of such clarity, detail, and completeness that reference to other documents will not be required to describe or depict, the Project. The as-built documents shall be free of the Professional's original architectural and/or engineering final design errors and omissions. The Professional shall revise the final design as-built drawings as necessary to incorporate all requested Department revisions as required for the Department's formal written acceptance and approval of the Project as-built drawings and the Project final on-site Inspection. The Professional's services for the Task 609, As-Built Documents are not complete until: (1) The as-built architectural and engineering drawings have been verified, in writing, by the Professional to the Project Director as being accurate and complete; and (2) The as-built architectural and engineering drawings have been turned over and accepted by the Department's, Project Director in writing.
- Task 610      CLOSE-OUT PROCEDURES: Maintain for the Project record a schedule of the Construction Contractor's required submittals for Project close-out. Review and approve or reject all submittals as appropriate.

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

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

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

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

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

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

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

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

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

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



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

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

## **ARTICLE II COMPENSATION**

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

Compensation to the Professional shall be on an hourly billing rate basis for professional services rendered by salaried and non-salaried professional, technical, and non-technical support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the amount authorized for that Phase, unless authorized in writing by the Department's approved Contract Change Order.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

### **ARTICLE III PAYMENTS**

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

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

This includes, but is not limited to:

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

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

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

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

#### **ARTICLE IV ACCOUNTING**

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

#### **ARTICLE V INSURANCE**

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

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

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

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

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

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

## **ARTICLE VI INDEMNIFICATION**

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

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

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

## **ARTICLE VII OWNERSHIP OF DOCUMENTS**

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

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

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

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

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

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

## **ARTICLE VIII TERMINATION**

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

- a) Immediately discontinue all professional services affected (unless the notice directs otherwise), and
- b) Deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Contract, whether completed or in process.

8.1 If the termination is for the convenience of the State, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed professional services.

8.2 If the termination is due to the failure of the Professional to fulfill their Contract obligations, the State may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Professional shall be liable to the State for any additional cost occasioned to the State thereby.

8.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Professional had not so failed, the termination shall be deemed to have been affected for the convenience of the State. In such event, adjustment in the Contract price shall be made as provided in Section 8.1 of this article.

The rights and remedies of the State provided in this article are in addition to any other rights and remedies provided by law or under this Contract.

## **ARTICLE IX SUCCESSORS AND ASSIGNS**

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

## **ARTICLE X GOVERNING LAW**

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

## ARTICLE XI NONDISCRIMINATION

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

- a) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex (*as defined in Executive Directive 2019-09*), height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. The Professional will provide equal employment opportunities to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive equal employment opportunity consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the job or position.
- b) The Professional or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Professional's nondiscrimination commitments under this article.
- c) The Professional will comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq; Executive Directive 2019-09; and all published rules, regulations, directives and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of award of this Contract.
- e) The Professional will furnish and file nondiscrimination compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of the Professional and of each of their Consultant firms. The Professional will permit access to all books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain nondiscrimination compliance with this Contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Article 6, 1976 PA 453, as amended.
- f) In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that the Professional has not complied with the contractual nondiscrimination obligations under this Contract, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which the State Administrative Board may order the cancellation of the Contract found to have been violated, and/or declare the Professional ineligible for future Contracts with the State and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Professional complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all the persons with whom the Professional is declared ineligible to Contract as a contracting party in future Contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing Contract is a possibility, the State shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- g) The Professional shall also comply with the nondiscrimination provisions of 1976 PA 220, as amended, concerning the civil rights of persons with physical or mental disabilities.
- h) The Professional will include, or incorporate by reference, the nondiscrimination provisions of the foregoing paragraphs a) through g) in every subcontract or Contract Order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or Contract Order that said nondiscrimination provisions will be binding upon each of the Professional's Consultant's or seller.



## ARTICLE XII CONTRACT CLAIMS AND DISPUTES

In any claim or dispute by the Professional which cannot be resolved by negotiation, the Professional shall submit the claim or dispute for an administrative decision by the Department of Technology, Management and Budget, Director of State Facilities Administration within thirty (30) consecutive calendar days of the end of the disputed negotiations, and any decision of the Director of State Facilities Administration may be appealed to the Michigan Court of Claims within one (1) year of the issuance of the Director's decision. The Professional agrees that the Department's appeal procedure to the Director of State Facilities Administration is a prerequisite to filing a suit in the Michigan Court of Claims.

## ARTICLE XIII DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XIV COMPLETE AGREEMENT/MODIFICATION**

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

## **APPENDIX 1**

### **PROJECT/PROGRAM STATEMENT**

# PROJECT STATEMENT

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

FILE NUMBER Various	ACCOUNTING TEMPLATE Various	PROPOSAL DUE DATE Thursday, March 11, 2021
CLIENT AGENCY Department of Technology, Management and Budget		
PROJECT NAME AND LOCATION 2021 Indefinite Scope Indefinite Delivery (ISID) for General Professional Design Services		
PROJECT ADDRESS (if applicable) Various		
CLIENT AGENCY CONTACT		TELEPHONE NUMBER
DTMB - DCD PROJECT DIRECTOR Tim Hall		TELEPHONE NUMBER 517.881.4173
WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION: <b>No Pre-Proposal Meeting or Walkthrough will be held.</b>		
<input type="checkbox"/> MANDATORY (Check box if Mandatory)		

## PROJECT DESCRIPTION/SERVICES REQUESTED

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

### Please NOTE:

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

## NIGP CODES

90607, 90610, 90632, 90638, 90642, 90644, 90646, 90648, 90658, 90672, 92507, 92531, 92540, 92588

## DESIRED SCHEDULE OF WORK

Dependent on the assigned project.

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

Please do not submit online questions via VSS. ALL questions should be emailed to Tim Hall at [hallt2@michigan.gov](mailto:hallt2@michigan.gov)

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

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



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

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

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

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

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

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

End

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



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

## REQUEST FOR PROPOSAL ADDENDUM NO. 2

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

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

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

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

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

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

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

Response – Yes

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

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

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

APPROVED BY:

Tim Hall

DATE: March 5, 2021

**APPENDIX 2**

**PROFESSIONAL'S PROPOSAL**



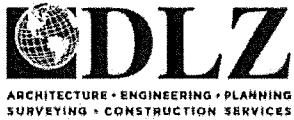


## RESPONSE TO REQUEST FOR PROPOSALS

Proposal - 2021 ISID General Professional Design Services  
Architecture, Engineering, Landscape Architecture



March 11, 2021



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

March 11, 2021

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

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

Dear Ms. Watros:

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

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

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

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

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Akron Bellefontaine Bridgeville Burns Harbor Chicago Cincinnati Cleveland Columbus Detroit Flint Fort Wayne Indianapolis Joliet  
Kalamazoo Lansing Lexington Louisville Madison Maumee Melvindale Munster Muskegon Pittsburgh Port Huron Saint Joseph South Bend  
Waterford

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

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

Very Truly Yours,

DLZ MICHIGAN, INC.



Manoj Sethi, P.E.  
President



Eric Beaulieu, AIA, LEED AP  
Principal Architect



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# **PART I: TECHNICAL PROPOSAL**

# SECTION 1

## UNDERSTANDING OF PROJECT AND TASKS



### GENERAL INFORMATION



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

### SERVING PUBLIC AGENCIES FOR OVER 100 YEARS

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

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

### FULL SERVICE CAPABILITIES

- Architecture/Building Engineering
- Landscape Architecture/Planning
- Water Resources Services
- Transportation Services
- Construction Management
- Renewable Energy Services
- Environmental Services
- Geotechnical Services
- Program Management Services
- Survey and Testing Services

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

Federal ID #35-1291652

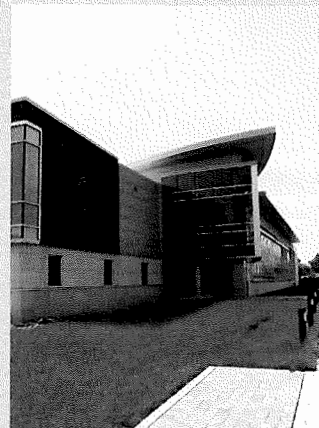
Corporation, licensed and incorporated to operate and practice in the State of Michigan

Certified Minority-Owned Business  
Enterprise

### RECENTLY NAMED:



**Design Firm  
of the Year  
ENRMidwest**



**2016 MBA  
EXCELLENCE IN  
CONSTRUCTION  
AWARD**

South Bend  
Armed Forces  
Reserve Center

WE UNDERSTAND  
**PUBLIC SECTOR**



**98%** OF OUR WORK IS

FOR PUBLIC SECTOR CLIENTS INCLUDING FEDERAL, STATE, AND LOCAL MUNICIPAL PUBLIC AGENCIES

WE UNDERSTAND  
**STATE OF MICHIGAN**

**31%** OF OUR WORK HAS

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



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

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

WE UNDERSTAND



WE HAVE COMPLETED  
**\$8.25M**

OF PROFESSIONAL SERVICES FOR THE DTMB IN THE LAST 5 YEARS

WE UNDERSTAND  
**CLIENT NEEDS**



**92%** OF OUR WORK IS

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



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## UNDERSTANDING OF PROJECT AND TASKS

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

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

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

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

## EXPERIENCE WITH CONTRACTS OF SIMILAR NATURE

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

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

## WHY IS DLZ THE BEST SUITED FIRM?

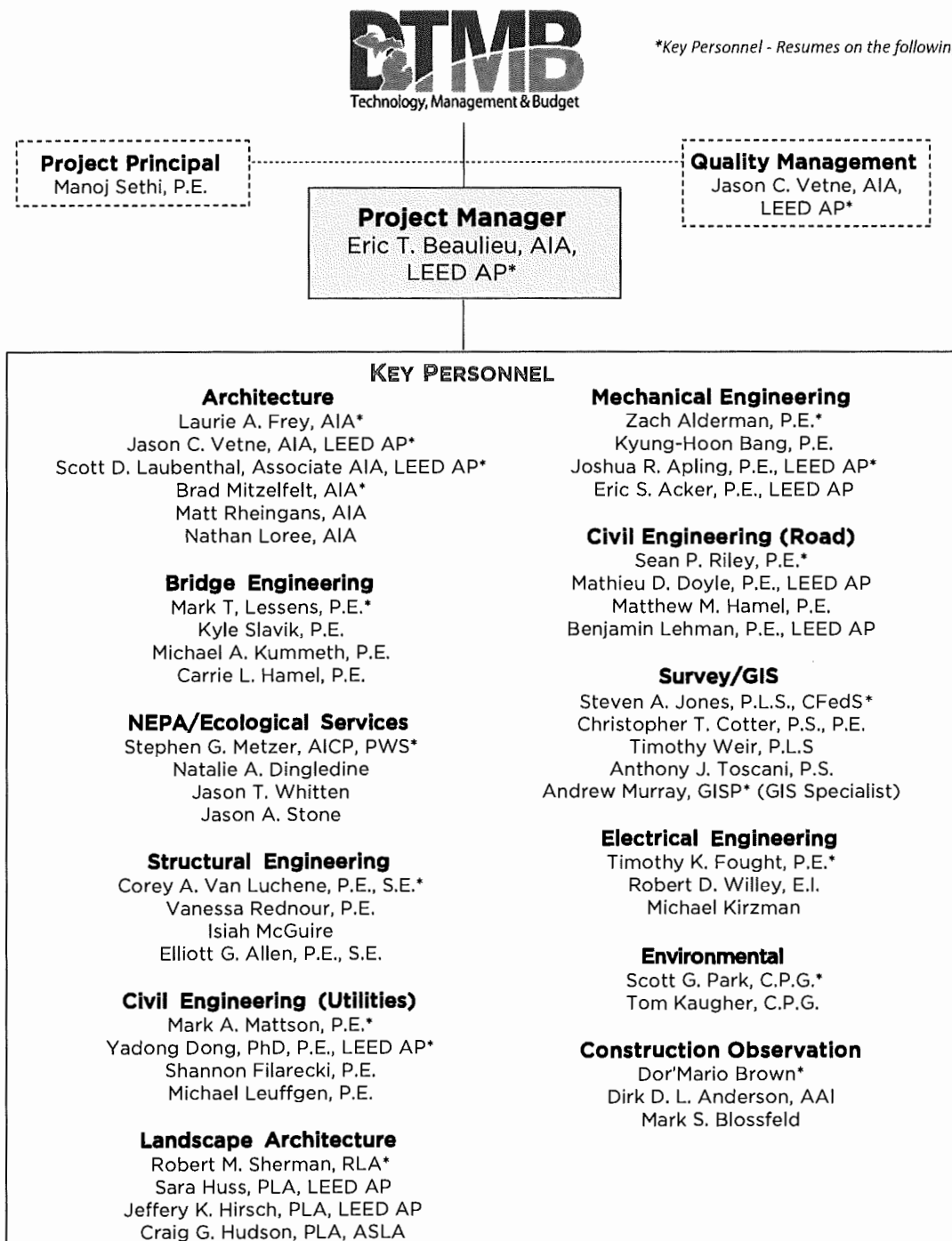
- Our team's depth of experience with a wide variety of State of Michigan agency projects.
- Our team fully understands the nature of this effort and the need to work in a flexible, integrated manner with MDTMB representatives and end users.
- Our team incorporates all of the disciplines required for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



# SECTION 2 PERSONNEL

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

## ORGANIZATIONAL CHART



## RESUMES

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

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

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

PRINCIPAL ARCHITECT/PROJECT MANAGER

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

**EDUCATION**

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

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

**REGISTRATIONS**

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

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

**CERTIFICATIONS**

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

**AFFILIATIONS**

American Institute of Architects

**RELEVANT PROJECT EXPERIENCE**

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



## LAURIE A. FREY, AIA

ARCHITECT

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

### EDUCATION

M.A. Architecture, University of Michigan, 1999

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

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

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

### REGISTRATIONS

Registered Architect: Michigan #1301052960, 2005

National Council of Architectural Registration Boards (NCARB)

Historic Architect; KY

### AFFILIATIONS

American Institute of Architects

### SPECIAL AWARDS

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

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

## PROJECT EXPERIENCE

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



## JASON C. VETNE, AIA, LEED AP

QUALITY MANAGER

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

### EDUCATION

Master of Architecture,  
Georgia Institute of  
Technology, 1998

B.S. Architecture, University of  
Maryland, 1994

### REGISTRATIONS

Registered Architect  
Michigan, 2003, #1301050742;  
District of Columbia, 2018,  
#ARC200659; Georgia, 2018,  
#RA015446; Illinois, 2003,  
#1018647; Indiana, 2003,  
#10300136; Kentucky, 2005,  
#5941; New Jersey, 2009,  
#21A102139300; Ohio, 2003,  
#A0313397; Virginia, 2001,  
#11541; National Council of  
Architectural Registration  
Boards (NCARB), #66430

### CERTIFICATION

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

### AFFILIATIONS

American Institute of  
Architects (AIA)

### SKILLS/TRAINING

PSMJ Project Manager  
Training, 2015

## PROJECT EXPERIENCE

- **Kent County Juvenile Detention Center Addition and Renovation, Grand Rapids, Michigan.** Architect. (2017)
- **Wayne County Facilities Assessment (Jail Division I, Jail Division II, Jail Division III, and the Hall of Justice), Detroit, Michigan.** Project Manager. (2015)
- **Wayne State University, Mathaei Center Fitness Addition, Detroit, Michigan.** Architect. (2017)
- **Van Buren County Jail Addition and Renovation, Paw Paw, Michigan.** Project Manager/Architect. (2017)
- **Van Buren County, Programming Study, Van Buren County, Michigan.** Comprehensive program assessment of select County agencies totaling approximately 240,000gsf. Project Manager and Project Architect. (2015)
- **Van Buren County, District Court West, HVAC Replacement Project, South Haven, Michigan.** Renovation Project. Project Manager and Project Architect. (2015)
- **Van Buren County, District Court and Annex Lobby Addition Project, Paw Paw, Michigan.** Renovation Project. Project Manager and Project Architect. (2015)
- **Van Buren County, Department of Human Services HVAC Replacement Project, Hartford, Michigan.** Renovation Project. Project Manager and Project Architect (2013)
- **Van Buren County, Facility Assessment, Space Needs, and Feasibility Study, Van Buren County, Michigan.** Comprehensive assessment of select County agencies totaling approximately 240,000gsf. Project Manager and Project Architect (2012)
- **Gerald R. Ford International Airport, Primary Communication Center and ARFF Feasibility Study, Grand Rapids, Michigan.** Project Manager and Architect (2019)
- **Saginaw County Facilities Assessment, Saginaw, Michigan.** Project Manager and Architect. (2019)



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

PROJECT MANAGER/DESIGNER

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

### EDUCATION

Master of Architecture,  
Andrews University, 2004

Bachelor of Science in  
Architecture, Andrews  
University, 2003

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

### CERTIFICATIONS

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

MIOSHA Fall Protection  
Training, DLZ Certification,  
2005

Total Building Envelope  
Management Solutions  
Certification, 2004

### AFFILIATIONS

American Institute of  
Architects (AIA), Associate AIA

### SKILLS/TRAINING

PSMJ Project Manager  
Training, 2015, 2008

## RELEVANT PROJECT EXPERIENCE

- **Michigan DTMB Indefinite Service Indefinite Delivery (ISID) Design-Build Contract for Tenant Fit-out Renovation Projects, Various Locations.** Design-Build with Laux Construction. Project Manager. (2014-2016)
- **Grand Rapids Office Building Renovations, Michigan Department of Technology, Management and Budget (MDTMB), Grand Rapids, Michigan.** Design-Build with Laux Construction. Project Manager (2017)
- **State Lab Security Improvements, Michigan Department of Technology, Management and Budget (MDTMB), Lansing, Michigan.** Design-Build with Laux Construction. Project Manager (2016)
- **Lottery Building Renovations, Michigan Department of Technology, Management and Budget (MDTMB), Lansing, Michigan.** Design-Build with Laux Construction. Project Manager (2014)
- **Michigan DTMB, Michigan State Police Annex, HVAC/Exhaust System Study, Dimondale, Michigan.** Project Manager (2017)
- **Gus Harrison Correctional Facility Roof Restoration and Replacements, Michigan Department of Technology, Management and Budget (MDTMB), Adrian, Michigan.** Project Manager (2015)
- **Michigan Department of Transportation, Metro Region Office Renovation, Southfield, Michigan.** Design-Build with LD Docsa. Project Manager (2014)
- **Record Center Building Renovations, Michigan Department of Technology, Management and Budget (MDTMB), Lansing, Michigan.** Project Designer (2011)
- **Michigan DTMB Secondary Complex General Services Building Roof Replacement, Dimondale, Michigan.** Project Manager. (2018)

**BRADLEY R. MITZELFELT, AIA**

ARCHITECT

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

**PROJECT EXPERIENCE**

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

**EDUCATION**

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

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

**REGISTRATIONS**

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

**AFFILIATIONS**

American Institute of  
Architects





## ROBERT M. SHERMAN, RLA

LANDSCAPE ARCHITECT

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

### EDUCATION

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

### REGISTRATIONS

Registered Landscape Architect  
– Michigan, 2002,  
#3901001337

### CERTIFICATIONS

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

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

### SKILLS/TRAINING

OSHA 10-Hour Construction  
Safety and Health, 2016

PSMJ Project Manager  
Training, 2015

National ADA Symposium,  
2012

Designing Pedestrian Facilities  
for Accessibility, 2011

Project Manager Bootcamp,  
2007

## RELEVANT PROJECT EXPERIENCE

- **Kent County Juvenile Detention Center Facility, Kent County, Grand Rapids, Michigan.** Site Designer and Landscape Architect. Responsible for preparation and development of the conceptual site layout plans, construction documents, and estimates of probable construction cost. (2020)
- **Meridian Central Fire Station No. 91, Charter Township of Meridian, Okemos, Michigan.** Landscape Architect. Designed proposed grading and new underground utilities, including storm sewer, sanitary sewer, and water service. Provided stormwater management for the site and assisted with construction documents. (2013)
- **Cedar Lake Trailhead Park, Holt, Michigan.** Project Manager and Landscape Architect. DLZ was retained by the Delhi Township Downtown Development Authority (DDA) to prepare a Master Plan for the former Nyeholt Steel and Iron Guard property; which comprised of 16 acres of vacant land in Holt, Michigan. (2017)
- **Michigan DTMB Camp Grayling Army Airfield, New Rail Spur, Grayling, Michigan.** This was a fast track design project (3-month duration) that required the design of 2 rail spurs, including switches, concrete loading ramps to unload tracked and wheeled military assets from flatbed rail cars, aggregate surface parking/staging area, and security fencing at the Camp Grayling Army Airfield. (2017)
- **Michigan DTMB Camp Grayling Aircraft Maintenance Bay & Rotary Wing Aircraft Hangar, Grayling, Michigan.** This project included the design and construction of a 17,400 SFT aircraft maintenance and transient aircraft hangar. (2017-2020)





## MARK A. MATTSON, P.E.

PROJECT MANAGER/ CIVIL ENGINEER

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

### RELEVANT PROJECT EXPERIENCE

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

#### EDUCATION

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

#### REGISTRATIONS

Professional Engineer:

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

#### CERTIFICATION

NCEES Record, 2011, #44543

#### AFFILIATIONS

American Water works Association  
Water Environment Federation

#### CONFERENCES AND SEMINARS

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

#### SKILLS/TRAINING

PSMJ Project Manager Training, 2015

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



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

CIVIL ENGINEER

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

### EDUCATION

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

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

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

### REGISTRATIONS

Professional Engineer:  
MI #6201068280

LEED AP BD+C  
#11167106

### AFFILIATIONS

American Society of Civil  
Engineers (ASCE)

U.S. Green Building Council  
(USGBC)

## PROJECT EXPERIENCE

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

## SEAN P. RILEY, P.E.

ROADWAY ENGINEER



### EDUCATION

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

### REGISTRATIONS

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

### CERTIFICATIONS

LPA Project Development Training, Indiana Department of Transportation, 2012

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

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

### SKILLS/TRAINING

PSMJ Project Manager Training, 2015

Nuclear Gauge Safety Class, 2004

Pavement Design Class, MDOT, 2004

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

EPE Seminar, MDOT, 2001

Geopak Training 2014, 2020

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

## PROJECT EXPERIENCE

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



**COREY A. VAN LUCHENE, P.E., S.E.**  
STRUCTURAL ENGINEER

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

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

**EDUCATION**

B.S. Civil Engineering,  
Valparaiso University, 1998

**REGISTRATIONS**

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

**AFFILIATIONS**

American Institute of Steel  
Construction  
Structural Engineers Assoc. of  
Illinois

**CERTIFICATIONS**

Certified Bridge Inspection  
Team Leader, INDOT,  
#IN000148-2019-ATL-F  
Certified Complex Bridge  
Inspection Team Leader,  
INDOT, #IN000148-2019  
NHI Safety Inspection of In-  
Service Bridges - Two Week  
Certification Course (1999) and  
3-day Refresher Course (2019)

**SPECIAL TRAINING**

PSMJ Project Manager  
Training, 2015

**RELEVANT PROJECT EXPERIENCE**

- **Purdue Extension/Soil & Water Conservation Project, Lake County, Indiana.** Structural Engineer of Record. Responsible for the performance criteria required for the load bearing cold-formed metal, structural design of the foundation system and heavy timber/glulam entry canopy, technical specifications and opinion of probable construction cost. (2015-2016)
- **NICTD Michigan City Maintenance Building Infill, Michigan City, Indiana.** Structural Engineer of Record. Responsible for the structural design and technical specifications for the construction of a new PEMB with train maintenance pit between two existing structures. (2015-2016)
- **Central Park, Mishawaka, Indiana.** Structural Engineer. The project included new Entrance Gateway, Pavilion, Shelters, Comfort Station, Splash Pad, Play Structures, and Lawn. (2015)
- **DDOT Coolidge Terminal, Detroit, Michigan.** Structural Engineer of Record. Responsible for the design of a new bus storage, maintenance and terminal facility. Additional responsibilities included management of structural team, technical specifications and construction administration. (2019-present)
- **GRFIA New Operations Facility, Grand Rapids, Michigan. Structural Engineer of Record.** Responsible for the design of the steel framed building in accordance with the tornado shelter provisions of ICC500. (2020-present)
- **Thunder Bay Transportation Authority, New Transportation Facility, Thunder Bay, Michigan.** Structural Engineer of Record. Responsible for the structural design and technical specifications for this facility. (2014-2016)
- **Fire Station No. 91, Charter Township of Meridian, Okemos, Michigan.** Structural Engineer of Record. Responsible for the structural design and technical specifications for this new fire station. Design elements included load bearing CMU walls, long span steel joists, load bearing cold-formed steel walls, cold-formed steel trusses and concrete foundations. (2013-2015)

**EDUCATION**

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

Associates in Science, Grand Rapids Community College, 1982

**REGISTRATIONS**

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

**TRAINING**

PSMJ Project Manager  
Training, 2015

40-Hour HAZWOPER Site  
Worker Training, 1991

40-Hour HAZWOPER Site  
Worker Training Refresher

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

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

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

Indiana Department of  
Transportation, Certified  
Bridge Inspection Team Leader

**AFFILIATIONS**

American Society of Civil  
Engineers

**MARK T. LESSENS, P.E.**

PROJECT MANAGER/ BRIDGE ENGINEER

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

**RELEVANT PROJECT EXPERIENCE**

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





## ZACHARY ALDERMAN, P.E.

MECHANICAL ENGINEER

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

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

### EDUCATION

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

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

### REGISTRATIONS

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

### CERTIFICATIONS

NCEES Record Holder

### AFFILIATIONS

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

### SKILLS/TRAINING

ASHRAE-Leadership  
Development Academy, 2017  
ASHRAE-Leadership  
Development Academy 2.0,  
2019

## PROJECT EXPERIENCE

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

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



**JOSHUA R. APLING, P.E., LEED AP**  
MECHANICAL ENGINEER

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

**EDUCATION**

B.S. Mechanical Engineering,  
Purdue University, 2004

**REGISTRATIONS**

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

**CERTIFICATIONS**

LEED AP, 2009, GBCI  
NCEES

**AFFILIATIONS**

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

American Society of Plumbing  
Engineers (ASPE)

**SPECIAL TRAINING**

PSMJ Project Manager  
Training, 2015

**RELEVANT PROJECT EXPERIENCE**

- **Franklin County Correctional Facility Phase II, Columbus, Ohio.** Mechanical/Plumbing Engineer. Responsible for the HVAC and Plumbing System design for the Phase II expansion of the facility while under construction. Responsibilities include the design of all major plumbing components, including domestic water, sanitary, and stormwater system. HVAC responsibilities included the design of the air distribution system, hydronic heating/cooling system, HVAC Control development, and interface with the existing building components. (2020)
- **HVAC Upgrade Anderson, Indiana.** Mechanical Engineer. Provided design documents for rooftop HVAC unit replacement. Provided construction administration efforts by reviewing contractor shop drawings and submittals and visiting site to evaluate and document the project progress. (2019)
- **Tipton County Jail, Tipton, Indiana.** Mechanical engineer. Responsible for the HVAC, plumbing, and fire protection design of a new correctional facility. HVAC responsibilities included performing heating and cooling load calculations, energy calculations, ductwork design, hydronic heating system design, controls system design, and equipment selections. Plumbing responsibilities included the design of the domestic water system, sanitary system, fire protection, and selection of security plumbing fixtures. (2016)
- **Wayne County, Michigan Jail Facility Assessment, Detroit Michigan:** Mechanical Engineer. Responsible to assess the condition of the HVAC, plumbing, and fire protection systems in three existing correctional facility (Jails Division 1, 2, & 3). (2015)
- **Van Buren County (MI) District West Courthouse, South Haven, Michigan.** Mechanical. Responsible for the replacement of the HVAC system serving the Courthouse. (2016)



## TIMOTHY K. FOUGHT, P.E.

ELECTRICAL ENGINEER

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

### PROJECT EXPERIENCE

#### EDUCATION

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

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

#### REGISTRATIONS

Professional Engineer:

Missouri, 1996, #027618  
Indiana, 1997, #PE19700119  
California, 2006, #18036  
New York, 2006, #083749  
Texas, 2007, #98700  
Ohio, 2012, #PE 77091  
Wisconsin, 2012, #42604-6  
Michigan, 2012, #6201059633  
Kentucky, 2013, #29546  
Illinois, 2013, #062.065677  
Washington, D.C., 2013, #PE907288

#### CERTIFICATION

NCEES Certified

#### AFFILIATIONS

BICSI: A Telecommunications Association

IEEE Member

- **Huntington County Jail Phase II – Security System, Doors and Showers Upgrade; Huntington County; Huntington, Indiana.** Lead Electrical Engineer. This project required extensive renovation of the central control room. Close coordination with the Owner and Security Systems Integrator was provided, at the beginning of design, to integrate the electrical power, fire monitoring, and generator monitoring modifications with the new cabinetry/furniture; all the while maintaining 24/7/365 operations for this room. Aesthetic, dimmable lighting was incorporated into the control room to minimize visual fatigue to the operators. Electrical power was installed to support new detention monitoring equipment and other central control room appurtenances. (2013)
- **New Transit Facility, Thunder Bay Transportation Authority, Alpena, Michigan.** Electrical Engineer. Designed power, lighting, and building systems for this transportation support facility. Electrical systems included a portable generator connector cabinet with legal, emergency, and optional automatic transfer switches. Project included power connections to a variety of equipment include vehicle wash, vehicle maintenance garage, and administrative. Construction costs are approximately \$7.4M. Electrical construction costs are approximately \$600K. (2017)
- **Laundry Restoration, Wabash Valley Correctional Facility, Indiana Department of Correction Carlisle, Indiana.** Lead Electrical Engineer. This building, dedicated to laundry operations to support the campus, incurred extensive smoke and fire damage. Provided electrical plans and specifications to renovate and repair electrical system including power, lighting, fire alarm, intercom, access control, and video surveillance. (2013)

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



## DOR'MARIO L. BROWN

CONSTRUCTION DIVISION MANAGER



### EDUCATION

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

### SPECIAL TRAINING

MDOT Field Book / Field Manager Training – 2006

MDOT Materials Process and Acceptance Seminar – 2010

MDEQ Certified Storm Water Operator – 2002

Radiation Safety Officer / Instructor 2010

Radiation Safety Training Program for Density Gauges on August 2002

PSMJ A/E/C Project Management Bootcamp – 2008

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

Must Safety Program

OSHA Confined Space Entry Training – 2003

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

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

### PROJECT EXPERIENCE

- Battle Creek Air National Guard Base Roads, Battle Creek.** Construction Inspector Project Director. Project consisted of the development of detailed plans for rehabilitation of the 12 roadways within the Base, totaling 3.3 miles. As part of an on-going as-needed design contract with the United States Property and Fiscal Office of Michigan (USPFO), DLZ is performing survey, geotechnical and roadway design services for the rehabilitation of the entire network of roadways within the Battle Creek Air National Base Roads. MDOT standards and guidelines were utilized for the design plans.
- CS-1812 Detroit Water and Sewerage Department (DWSD) CIPMO, Detroit Michigan.** Field Services Project Director. As a principal team member of the AECOM team providing Capital Improvement Program Management service to DWSD, DLZ is currently working on providing recommendations for updates to the way DWSD bid projects by suggesting changes to bid packages, material standards, design standards, and other policies and factors that affect bidding activity. Mr. Brown manages coordination of construction engineering services for the program.

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

### ENVIRONMENTAL DEPARTMENT MANAGER



#### EDUCATION

MS, Geology, Western Michigan University, 1987

BA, Geology, Albion College, 1984

ASFE Fundamentals of Professional Practice #16  
Magna cum Laude

#### REGISTRATIONS

Certified Professional Geologist, AIPG #10371

#### AFFILIATIONS

American Institute of Professional Geologists (AIPG)

Western Michigan University Faculty & Lansing Community College Faculty

Lansing/Dewitt Sunrise Rotary Past President

#### SPECIAL TRAINING

PSMJ Project Manager Training, 2015

40 Hour OSHA 29 CFR HAZWOPER Trained

8 Hour OSHA Annual Refresher Health and Safety Training

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

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

### PROJECT EXPERIENCE

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

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

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



## STEPHEN G. METZER, AICP, PWS

SENIOR PROJECT PLANNER/ADA SPECIALIST/ECOLOGIST

### EDUCATION

B.S. Biology, Central Michigan University, 1986

### CERTIFICATIONS

American Institute of Certified Planners, 2001, #017270

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

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

### ADA WEBINARS/TRAINING

National ADA Symposium

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

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

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

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

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

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

### PROJECT EXPERIENCE

- **State Road Improvement Project Early Preliminary Engineering Study, Pittsfield Township, Michigan, Washtenaw County Road Commission.** Senior Planner. Engineering study and environmental clearance for a 3-mile segment of State Road (from Ellsworth Road to Michigan Avenue). DLZ services included traffic studies, development of multi-modal road improvement alternatives, preparation of Environmental Assessment documentation and studies, and community engagement. Complete street elements and context-sensitive solutions included identifying potential bus routes and stops, on-street bike lanes, non-motorized pathways, boulevards, bio-swales, lighting, wetland impact minimizations, and access management. Preferred alternative was a four-lane boulevard cross section with bicycle lanes, a multi-use path, and roundabout intersections.
- **Ann Arbor Station Concept Site Design and Environmental Review, City of Ann Arbor, Michigan.** Conceptual planning study for a new multi-modal train station. DLZ is responsible for performing all site design work consistent with applicable site design criteria, participating in the public engagement process, assisting with the preparation of an Environmental Assessment, and ecological/environmental studies.



#### EDUCATION

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

B.S. Construction Technology,  
Purdue University, 2002

#### REGISTRATIONS

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

#### CERTIFICATION

Certified Federal Surveyor, 2007,  
#1009

US Airman #3857739

#### SPECIAL TRAINING

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

10-Hour Safety Training, OSHA

40-Hour Hazardous Waste Safety  
Training, OSHA

8-Hour Hazardous Waste Safety  
Training Refresher Courses,  
OSHA

Canadian National Railroad On-  
Track Safety Training

Air Operations Area Training,  
Gary/Chicago International  
Airport

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

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

SURVEY & RIGHT OF WAY DIVISION MANAGER

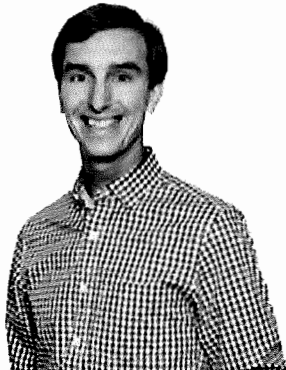
Mr. Jones has 27 years of technical and project management experience in performing horizontal and vertical control surveys, boundary surveys, route survey, hydrographic surveys, and topographical surveys. He has been responsible for the implementation and training of personnel in surveying technologies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

### RELEVANT PROJECT EXPERIENCE

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

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

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



## ANDREW M. MURRAY, GISP

GIS/CMMS ANALYST

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

### EDUCATION

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

### CERTIFICATIONS

Geographic Information  
Systems Professional

FAA Remote Pilot

Cityworks Office 15.1 for AMS  
Administration

### ORGANIZATIONS

IMAGIN

URISA

### PROJECT EXPERIENCE

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

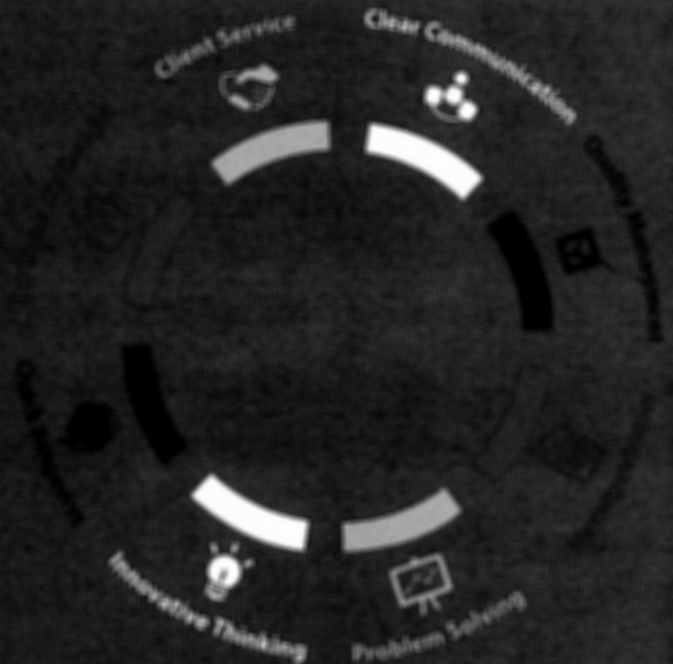


# SECTION 3

## MANAGEMENT SUMMARY, WORK PLAN AND SCHEDULE

### MANAGEMENT SUMMARY

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



### PROJECT APPROACH AND WORK PLAN

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

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

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

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

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

#### Quality Control

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

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

#### Schedule

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

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

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

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

### **Contract Management**

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

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

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

Project planning and management have been fundamental to the successful completion of our projects, regardless of type, size or complexity. DLZ's team has been carefully selected

based on their administrative and technical expertise in capital improvement projects and modifications to existing facilities projects, including specifically meeting ADA requirements.

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

### **Progress Meetings/Updates**

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

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

### **Quality Management/Quality Control Approach**

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

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

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

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

### Technical Quality Control

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

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

3. **Constant Improvement** – We learn from every completed project. By dedicating our project team members to the entire length of the project, we are able to enhance our knowledge and experience. This allows each member to expand their knowledge and to make sure there are increased quality controls on subsequent projects.

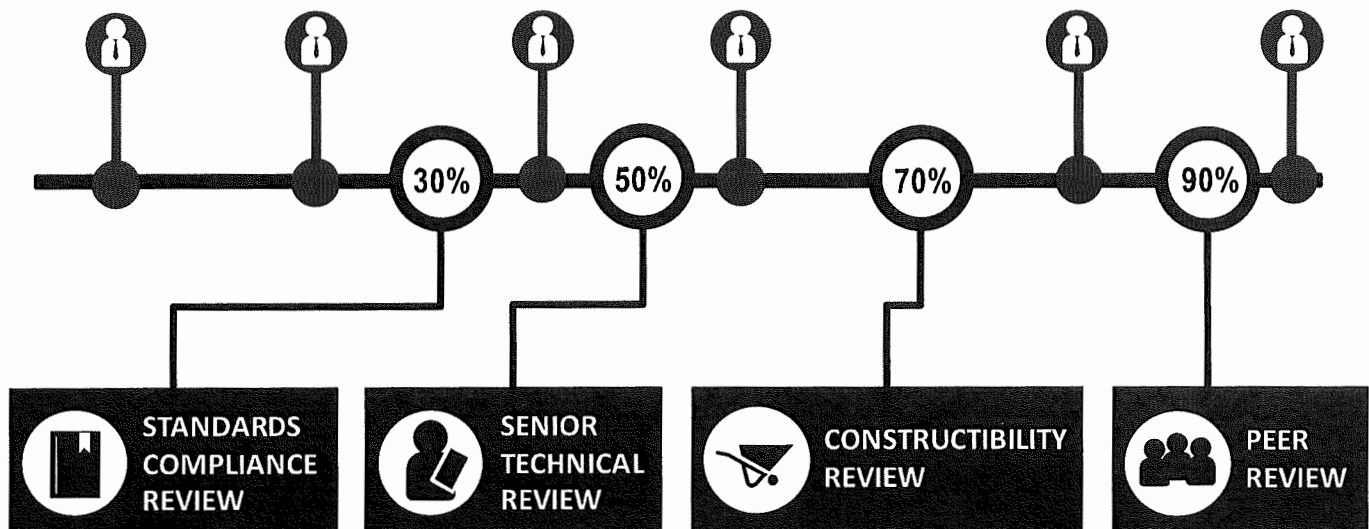
4. **Client Orientation** – Our efforts, services, and projects are tailored to satisfy the client's needs. Our team's primary guiding principle has always been to carefully identify and understand our client's current needs, and thoughtfully anticipate their future needs.

### Technical Approach

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

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

## QUALITY MANAGER REVIEWS





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

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

### Opinion of Probable Construction Cost

DLZ is extremely proud of our record of budgeting, preparing cost opinions, and managing construction costs. Development of accurate cost opinions begins with identifying the required improvements, verifying that all factors are considered and applying the appropriate contingency given the stage of the design. As is the case with development of quality construction documents, development of accurate cost opinions is based on communication and coordination with the client. Cost opinions and project parameters are established during the conceptual design phase of development and refined throughout the project as additional information becomes available and as the project design is refined. Project costs will evaluate the total project cost,

including hard construction costs and "soft costs." Hard construction costs are detailed to reflect construction, site development, general conditions, contractor's overhead and profit, contingencies, and escalation for inflation. Soft costs typically include the Owner's contingencies, professional fees, reimbursable expenses, technology, furniture-fixtures-equipment (FFE), storage expenses, survey, securing of the work site, and other costs associated with the project.

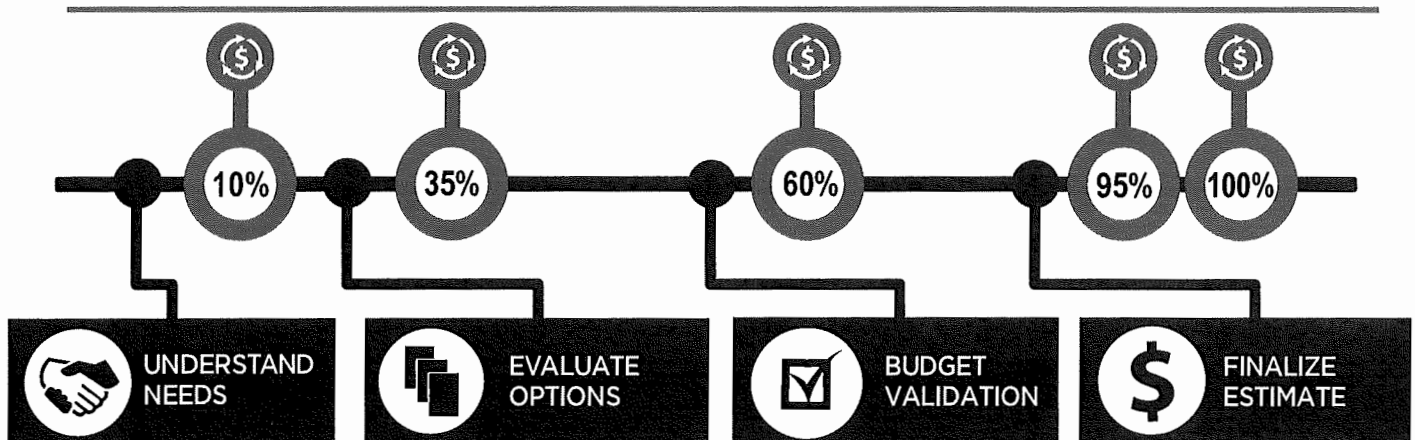
### Construction Administration

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

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

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

## ESTIMATE OF PROBABLE COST



# SECTION 4

## QUESTIONNAIRE



**Questionnaire for Professional Services**  
**Department of Technology, Management and Budget**  
**2021 Indefinite-Scope Indefinite-Delivery – Request for Qualifications**  
**Architecture, Engineering, and Landscape Architecture Services**  
**Various Locations, Michigan**

**INSTRUCTIONS:** Firms shall complete the following information in the form provided. A separate sheet may be used if additional space is needed; please key the continuation paragraphs to the questionnaire. Answer questions completely and concisely to streamline the review process.

### ARTICLE 1: BUSINESS ORGANIZATION

1. Full Name: DLZ Michigan, Inc.  
Address: 1425 Keystone Avenue, Lansing, MI 48911  
Telephone and Fax: 517.393.6800  
Website: [www.dlz.com](http://www.dlz.com) E-Mail: [msethi@dlz.com](mailto:msethi@dlz.com)  
SIGMA Vendor ID: CV0016067

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

If awarded a contract and / or subsequent assignment(s), state the specific SIGMA business address which you would like associated for all communication (Contracts, Contract Order, Contract Modifications and Payments)? 1425 Keystone Avenue, Lansing, MI 48911

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include persons name, title, address, email and phone number. Manoj Sethi, PE, President, 1425 Keystone Ave., Lansing, MI 48911, [msethi@dlz.com](mailto:msethi@dlz.com), 517-393-6800

2. Check the appropriate status:

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

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

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

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

4. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. Please see Section 2: Personnel for organizational chart. Key personnel are listed with an asterisk and resumes are included in on the pages following the organization chart.
5. Has there been a recent change in organizational structure (e.g., management team) or control (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. In 2018, DLZ acquired Johnson & Anderson, headquartered in Waterford, Michigan and additional offices in Port Huron, Muskegon, and Flint. Johnson & Anderson has a longstanding presence in southeast Michigan, with an office in Oakland County since 1945. This acquisition results in greater geographic coverage and significantly increased our capacity for civil engineering, survey, GIS, and construction inspection. This increases our ability to perform design and engineering for water and sewer utilities, roads, trails, storm water management, asset management, survey and geospatial projects throughout the state.
6. Provide a four year rate schedule per position. Please refer to Part II: Cost Proposal for billable rates.

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

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

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

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

### ARTICLE 3: PROJECT LOCATION

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

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

### ARTICLE 4: CONTRACT UNDERSTANDING

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

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

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

Yes ☒ No ☐

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

#### ARTICLE 5: CAPACITY AND QUALITY

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

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

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

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

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

Yes ☐ No ☒

If yes, explain: The answer is for the last 5 years.

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

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

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

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

- 5.8 Does your company have an FTP or similar site for quick posting and distribution of information, drawings, field inspection reports, and other communications?

Yes ☒ No ☐

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

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

- 5.11 What percentage of the PSC cost should be devoted to construction administration (office and field)?  
Typically, fees for construction administration basic services vary between 15 - 25% of the PSC's total budget.

- 5.12 What portion of the assigned work will be performed with your staff and what portion will be provided by sub-consultants?  
DLZ Staff: 90-100% Subconsultants: 0-10 %



- 6.13 On a typical project, what would be your response time, from the time receive a project assignment to starting investigation and design work? A typical project might be one involving several disciplines and in the neighborhood of a \$25,000 fee.)  
For a typical project, DLZ anticipates making contact with the MDTMB Project Manager within 24 hour notice of potential project, at which time a scoping meeting will be scheduled to define the Scope of Work and project parameters. Typically an initial site visit is conducted within three days after notice of assignment, and a proposal is submitted for review within seven calendar days thereafter. Upon receipt of a Notice to Proceed, DLZ anticipates beginning the project with a kickoff meeting within seven calendar days after the Notice to Proceed. In special circumstances that require urgent attention, DLZ has a strong record of responding to the immediate needs of the project, especially in emergency conditions which immediate timely response and action.
- 5.14 How do you assess whether a construction bidder is responsive and responsible?  
DLZ's process to assess whether or not a bidder is responsive and responsible includes a thorough review of the bid packets received from each bidder, including documentation of a checklist for each bidder to identify if all the appropriate documents were filled out in their entirety and included proper signatures and certifications. In the event that minor irregularities are identified, these are documented and discussed with the Owner. Depending on the circumstances, the bidder may be afforded the opportunity to correct minor irregularities, if appropriate and with the Owner's concurrence. Typically, DLZ also performs post-bid interviews with the three apparent low bidders to confirm bid amounts and to verify that bidders have a thorough understanding of the project requirements and scope of work. In the event that qualifications and references are also to be considered part of the evaluation criteria, then DLZ also reviews the bidder's qualifications and may contact references as appropriate. If there are no discrepancies found in the documents and all other factors appear to be in order, then DLZ will discuss with the Owner and prepare a commendation of award based on all the information available.
- 5.15 Describe your firm's understanding of Sustainable Design and LEED Certification.  
DLZ has a significant amount of experience with sustainable design efforts and LEED Certification. DLZ has LEED Accredited Professionals in multiple design disciplines and has successfully completed a variety of LEED Certified building projects throughout the Midwest. DLZ understands the challenges and opportunities involved in implementing a variety of sustainable design strategies and the LEED Certification process.  
**Sustainable Design:** Sustainable design seeks to reduce negative impacts on the environment, and health and comfort of building occupants, thereby improving building performance. The basic objectives of sustainability are to reduce consumption of non-renewable resources, minimize waste and create healthy, productive environments. Utilizing a sustainable design philosophy encourages decisions at each phase of the design process that will reduce negative impacts on the environment and the health of the occupants, without compromising the bottom line. It is an integrated holistic approach that encourages compromise and tradeoffs. Such an integrated approach positively impacts all phases of a building's life cycle, including design, construction, and operation.  
**LEED Certification:** LEED is a third party certification program and a nationally accepted benchmark for the design, construction and operation of high performance buildings. LEED certification is available for all building types such as new construction, major renovation, existing buildings, commercial interiors, core and shell, schools and homes. LEED is a point-based system where projects earn LEED points for satisfying specific green building criteria within six categories: Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality, and Innovation in Design. The number of points a project earns determines the level of LEED certification the project receives. LEED certified projects blend environmental, economic and occupant-orientated performance, are easier to operate and maintain, are energy efficient, and are healthier and safer for occupants
- 5.16 Describe your experience with similar open-ended contracts.  
DLZ has a significant amount of similar experience with open-ended and as-needed type contracts for federal, state, and local government agencies. Currently DLZ holds several such contracts with governmental

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

### REFERENCES

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

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

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

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

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

**Mr. Donald Kandl, Project Manager**

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

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

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

**Mr. Casey Ries, PE, Engineering & Planning Director**

Gerald R. Ford International  
Airport Authority  
5500 44th Street, SE  
Grand Rapids, Michigan 49512  
Telephone: (616) 233-6041  
cries@grr.org

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

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



# PROJECT TYPES AND SERVICES OFFERED



## ADA FACILITY ASSESSMENT AND REMODELING

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

#### WAYNE COUNTY, MICHIGAN

**Owner |** Wayne County Airport Authority  
11050 Rogell Drive, Bldg. #602  
Detroit, Michigan 48242

**Contact |** Mr. John Paul Minear  
Deputy Director, Planning  
(734) 247-7370

**Completion Date |** Prime Contract - 2018  
Subconsultant - Ongoing

**Project Cost |** varies

DLZ has been assisting the WCAA with various compliance efforts to meet FAA and other federal requirements. DLZ was contracted to perform Architectural/Engineering (AE) services for the design and construction oversight of projects to the public use facilities side at Detroit Metropolitan Wayne County Airport (DTW) and Willow Run Airport (YIP). The primary goal of this contract is to perform corrections to the facilities with regards to accessibility and to bring facilities into compliance with the Americans with Disabilities Act (ADA). At the conclusion of that contract, DLZ was contracted as the ADA compliance expert sub-consultant under GHD, the subsequent contract holder.

As prime consultant, DLZ performed an ADA compliance evaluation of the Westin Hotel, a 404 room, 7 story hotel with all top amenities, including conference facilities on 3 levels, and which is attached to one of the terminals at DTW. DLZ also evaluated 13 non-terminal support facilities, including the airport administrative and public safety building, maintenance offices, several private air carrier facilities, and several car rental agencies. DLZ also provided design and construction management services for several accessibility improvement projects, including correction of ramps at the Westin, various signage improvements, Transportation Center restrooms, and parking garage accessible route improvements.

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

### CITY OF SEVIERVILLE ADA SELF-EVALUATION & TRANSITION PLAN

#### CITY OF SEVIERVILLE, TENNESSEE

**Owner |** City of Sevierville  
310 Robert Henderson Road  
Sevierville, TN 37862

**Contact |** Mr. Bryon Fortner  
Public Works Director  
(865) 868-1777

**Completion Date |** 2020

**Project Cost |** \$215,000 (Study)



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

# CITY OF DAYTON ADA SELF-EVALUATION AND TRANSITION PLAN

## CITY OF DAYTON, OHIO

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

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

**Completion Date |** September 2021 (estimated)

**Project Cost |** \$425,000 (Study)



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

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

# CITY OF GATLINBURG ADA SELF-EVALUATION & TRANSITION PLAN

## GATLINBURG, TENNESSEE

**Owner |** City of Gatlinburg  
1230 East Parkway  
Gatlinburg, TN 37738

**Contact |** Ms. Michele Diebold  
Human Resources Manager  
(865) 436-1414

**Completion Date |** 2019

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



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

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



## BOILER AND STEAM SYSTEMS

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

#### MISHAWAKA, INDIANA

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

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

**Completion Date |** 2020

**Project Cost |** \$223,100

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

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

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

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

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



### MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY BID PACKAGE 2

#### MISHAWAKA, INDIANA

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

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

**Completion Date |** 2017

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

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

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



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# MICHIGAN CITY ARMORY STEAM BOILER REPLACEMENT PROJECT

## MICHIGAN CITY, INDIANA

**Owner |** Indiana Army National Guard  
Indiana Adjutant General's Office  
State Armory Board  
711 North Pennsylvania Street  
Indianapolis, Indiana 46204

**Contact |** Mr. Jeff Duncan  
Tyndall Armory  
(317) 247-3300  
Jeffrey.w.dunca.nfg@mail.mil

**Completion Date |** 2019

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



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

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

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

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# ELKHART COUNTY JUVENILE CENTER ADDITION

## ELKHART COUNTY, INDIANA

### INDIANAPOLIS, INDIANA

**Owner |** Elkhart County  
Board of Commissioners  
117 North Second Street  
Goshen, Indiana 46526

**Contact |** Mr. Jeff Taylor  
County Administrator  
(574) 534-3541

**Completion Date |** 2019

**Project Cost |** \$8,000,000

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

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



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

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



# PROJECT TYPES AND SERVICES OFFERED



## BRIDGES

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### COLUMBIA ROAD OVER GRAND RIVER BRIDGE REPLACEMENT

#### INGHAM COUNTY, MICHIGAN

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

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

**Completion Date** | 2018

**Project Cost** | \$1,777,083



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

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### MT. ZION STREET BRIDGE OVER CHRISTIANA CREEK

#### CASS COUNTY, MICHIGAN

**Owner** | Cass County Road Commission  
340 North O'Keele Street  
Cassopolis, Michigan 49031

**Contact** | Mr. Joseph Bellina III, P.E.  
(269) 445-8611  
jbellina@casscoroad.com

**Completion Date** | 2017

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



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

## S. MARSHALL AVENUE BRIDGE OVER KALAMAZOO RIVER MARSHALL, MICHIGAN

**Owner |** City of Marshall  
323 W. Michigan Avenue  
Marshall, MI 49068

**Contact |** Ms. Kristin L. Bauer, PE  
Director of Public Services  
(269) 558-0323  
kbauer@cityofmarshall.com

**Completion Date |** 2018

**Project Cost |** \$1,330,000

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



## MARSH ROAD BRIDGE REHABILITATION OVER THE GTW RAILROAD

### INGHAM COUNTY, MICHIGAN

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

**Contact |** Mr. Robert H. Peterson, P.E.  
(517) 676-9722, Ext. 2336  
rpeterson@ingham.org

**Completion Date |** 2016

**Project Cost |** \$1,584,298



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

# PROJECT TYPES AND SERVICES OFFERED

## BUILDING AND STRUCTURAL ADDITIONS



## UNITED STATES POSTAL SERVICE NDC FACILITY EXPANSION

### CINCINNATI, OHIO

**Owner |** United State Postal Service  
475 L'Enfant Plaza, Room 6670  
Washington, DC 20260

**Contact |** Mr. Dwayne Price, Project Manager  
(202) 268-2865  
dwayne.price@usps.gov

**Completion Date |** 2019 - Ongoing

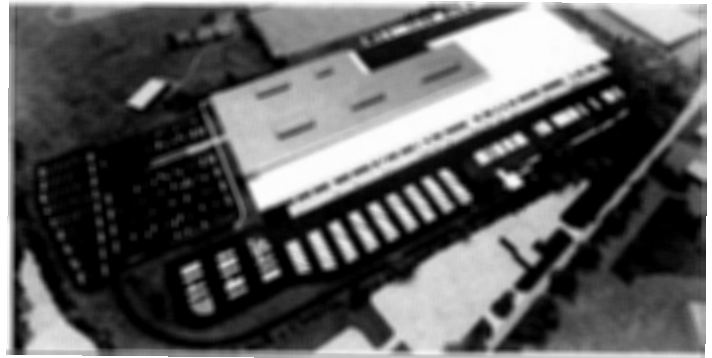
**Construction Cost |** \$56,000,000 (estimated)

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

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

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

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



## DEARBORN COUNTY COURTHOUSE EXPANSION

### LAWRENCEBURG, INDIANA

**Owner |** Dearborn County Commissioners  
215B West High Street  
Lawrenceburg, Indiana 47025

**Contact |** Mrs. Terri Randall  
President | One Dearborn, Inc.  
812.584.8761  
trandall@1dearborn.org

**Completion Date |** 2019

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

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



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

# KENT COUNTY JUVENILE DETENTION CENTER ADDITION/RENOVATION

## GRAND RAPIDS, MICHIGAN

**Owner |** Kent County  
300 Monroe Avenue NW  
Grand Rapids, Michigan 49503

**Contact |** Ms. Linda Rensland  
(616) 632-7602  
Linda.Rensland@kentcountymi.gov

**Completion Date |** 2019

**Project Cost |** \$17,000,000

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

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

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



# VAN BUREN COUNTY NEW COURTS FACILITY

## PAW PAW, MICHIGAN

**Owner |** Van Buren County  
219 E. Paw Paw Street  
Paw Paw, Michigan 49079

**Contact |** Mr. Jeff Hall  
Director of Buildings and Grounds  
(269) 657.8200  
hallj@vbco.org

**Completion Date |** 2018 (Schematic Design)

**Construction Cost |** \$27,000,000 (estimated)



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

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

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

# PROJECT TYPES AND SERVICES OFFERED

## BUILDING ENVELOPE INVESTIGATION, REPAIR, AND UPGRADE

### USPS LANCASTER MAIN POST OFFICE EXTERIOR FACADE RESTORATION

LANCASTER, WISCONSIN

**Owner** | United States Postal Service  
Lancaster, Wisconsin

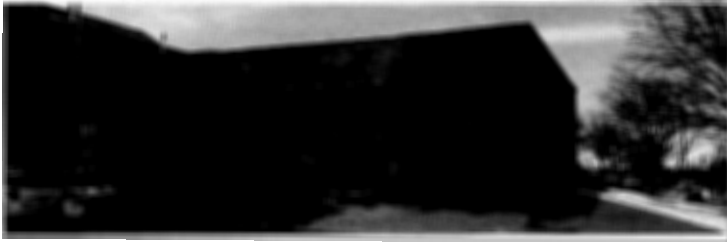
**Contact** | Mr. Don Kandl, Project Manager  
(630) 295-6239  
donald.w.kandl@usps.gov

**Completion Date** | Ongoing

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

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

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



### USPS DETROIT VEHICLE MAINTENANCE FACILITY EXTERIOR FACADE RESTORATION

DETROIT, MICHIGAN

**Owner** | United States Postal Service  
Detroit, Michigan

**Contact** | Charles Durocher  
Project Manager  
(616) 866-0771  
Charles.B.Durocher@usps.gov

**Completion Date** | Ongoing

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

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

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

The VMF is a historic structure that was constructed in 1940. The VMF is a two -story building with a rectangular plan with



# HUNTINGTON COUNTY COURTHOUSE - EXTERIOR FAÇADE RESTORATION

HUNTINGTON, INDIANA

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

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

**Completion Date** | 2018

**Project Cost** | \$1,7440,200



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

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

# USPS CRANE FACADE RESTORATION

CRANE, INDIANA

**Owner** | United States Postal Service  
Crane, Indiana

**Contact** | Mr. Yusuf Ahmed  
Project Manager  
(630) 295-6258  
Yusuf.A.Ahmed@usps.gov

**Completion Date** | Ongoing

**Project Cost** | \$110,000

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





# PROJECT TYPES AND SERVICES OFFERED

## CORRECTIONAL FACILITIES

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### VAN BUREN COUNTY JAIL ADDITION/RENOVATION

#### PAW PAW, MICHIGAN

**Owner |** Van Buren County  
219 E. Paw Paw Street  
Paw Paw, Michigan 49079

**Contact |** Mr. Jeff Hall  
Director of Buildings & Grounds  
(269) 657-7864  
hallj@vbco.org

**Completion Date |** 2018

**Project Cost |** \$5,633,000

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

The design process has included extensive stakeholder design



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

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

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### KENT COUNTY JUVENILE DETENTION CENTER ADDITION/RENOVATION

#### GRAND RAPIDS, MICHIGAN

**Owner |** Kent County  
300 Monroe Avenue NW  
Grand Rapids, MI 49503

**Contact |** Ms. Linda Rensland  
(616) 632-7602  
Linda.Rensland@kentcountymi.gov

**Completion Date |** 2019

**Project Cost |** \$17,000,000

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

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

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



# VIGO COUNTY SHERIFF'S OFFICE AND JAIL

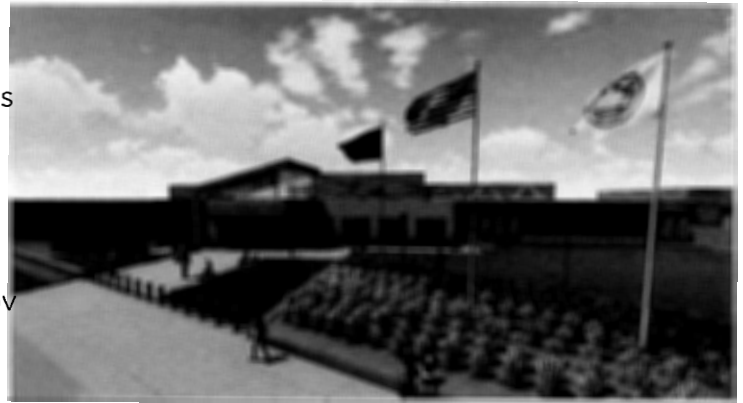
## TERRE HAUTE, INDIANA

**Owner** | Vigo County Board of Commissioners  
650 South 1st Street  
Terre Haute, IN 47807

**Contact** | Ms. Judy Anderson, Commissioner  
(812) 462-3367  
Judith.anderson@vigocounty.in.gov

**Completion Date** | 2021 (estimated)

**Project Cost** | \$55,600,000



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

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

# FRANKLIN COUNTY CORRECTIONS CENTER

## COLUMBUS, OHIO

**Owner** | Franklin County Board of Commissioners 373 South High Street  
Columbus, Ohio 43215

**Contact** | Mr. Geoff Stobart  
Franklin County Sheriff's Office  
gastobar@franklincountyohio.gov  
(614) 462-3750

**Completion Date** | 2021 (estimated)

**Project Cost** | \$210,000,000 (estimated)



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

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



# PROJECT TYPES AND SERVICES OFFERED



## GENERAL ARCHITECTURE/ENGINEERING DESIGN

### GERALD R. FORD INTERNATIONAL AIRPORT OPERATIONS BUILDING

#### GRAND RAPIDS, MICHIGAN

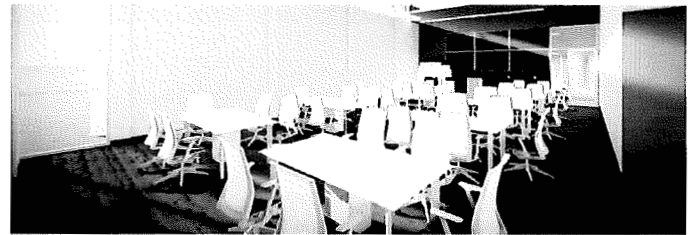
**Owner |** Gerald R. Ford International Airport  
5500 44th Street SE  
Grand Rapids, Michigan 49512

**Contact |** Casey Riles, PE, Engineering & Planning  
Director  
(616) 233-6040  
criles@grr.org

**Completion Date |** 2022 (estimated)

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

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



### KENT COUNTY NORTH CAMPUS

#### CEDAR SPRINGS, MICHIGAN

**Owner |** Kent County, Michigan  
300 Monroe Ave NW  
Grand Rapids, Michigan 49503

**Contact |** Linda Rensland, Facilities  
Project Manager  
(616) 299-9077  
linda.rensland@kentcountymi.gov

**Completion Date |** 2022 (estimated)

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

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

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

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



# CHARTER TOWNSHIP OF WEST BLOOMFIELD FIRE STATION No. 3

## WEST BLOOMFIELD, MICHIGAN

**Owner** | Charter Township of West Bloomfield  
4550 Walnut Lake Road  
West Bloomfield Township, Michigan 48323

**Contact** | Mr. Greg Flynn, Fire Chief  
(248) 409-1505  
gflynn@wbtownship.org

**Completion Date** | 2019

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

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

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



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

All materials, interior and exterior, were carefully selected to achieve the Township's goal of a 75-year life span as well as low maintenance, both long term and ongoing. The design includes many innovative mechanical and electrical features such as daylighting interlocks, radiant in floor heating, and individual cooling units in each space to maximize user controllability and efficiency of use. In lieu of a large detention pond, the site design utilizes bio swales for storm water quality treatment and management. Other innovative site features include in slab radiant heating for all sidewalks and apparatus bay aprons, and native plantings throughout the site. DLZ performed services including architectural design, interior design, site/civil engineering, landscape design, structural, mechanical and electrical engineering, bidding, and construction administration.

# CAMP GRAYLING AIRFIELD, ROTARY WING HANGAR

## GRAYLING, MICHIGAN

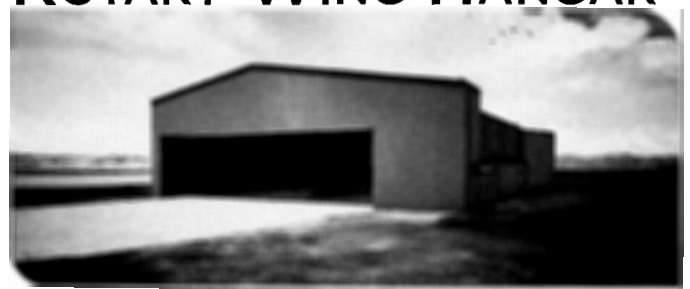
**Owner** | Michigan Department of Technology, Management and Budget

**Contact** | Mr. Chris Kulhanek, Project Director  
(517) 284-7920

**Completion Date** | 2021 (estimated)

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

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



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

# PROJECT TYPES AND SERVICES OFFERED

## HVAC EQUIPMENT REPLACEMENT, UPGRADE, AND SELECTION

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

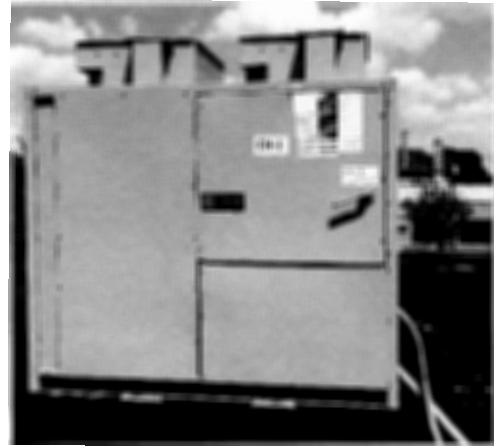
#### MISHAWAKA, INDIANA

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

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

**Completion Date |** 2017

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



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

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

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

### GERALD R. FORD INTERNATIONAL AIRPORT: PUBLIC SAFETY PROJECT

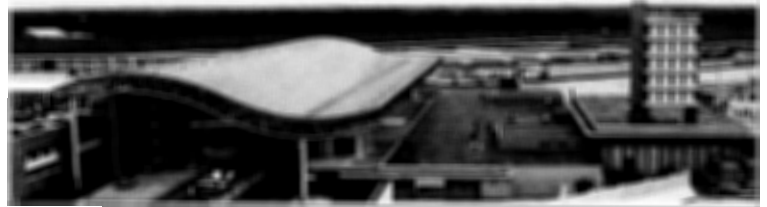
#### GRAND RAPIDS, MICHIGAN

**Owner |** Gerald R. Ford International Airport  
5500 44th Street SE  
Grand Rapids, Michigan 49512

**Contact |** Mr. Casey Riles, P.E.  
Engineering & Planning Director  
(616) 233-6040  
criles@grr.org

**Completion Date |** 2020

**Project Cost |** \$5,000,000



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

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

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# USPS GRACELAND MECHANICAL EQUIPMENT REPLACEMENT/UPGRADES

## CHICAGO, ILLINOIS

**Owner |** United States Postal Service  
Great Lakes Facilities Office Service  
500 Fullerton Avenue  
Carol Stream, Illinois 60199

**Contact |** Mr. Mike Janssens  
Project Manager  
(630) 295-6232  
Michael.M.Janssens@usps.gov

**Completion Date |** 2020

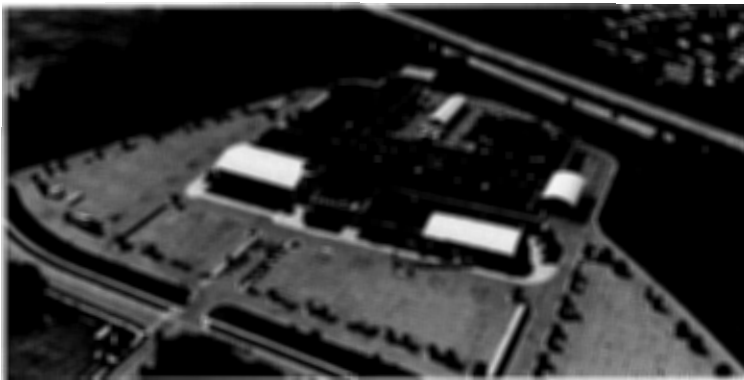
**Project Cost |** \$549,701

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

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# LANSING COMMUNITY COLLEGE WEST CAMPUS STORAGE EXPANSION AND HVAC IMPROVEMENTS

## LANSING, MICHIGAN



**Owner |** Lansing Community College  
West Campus  
5708 Corner Stone Drive  
Lansing, Michigan 48917

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

**Completion Date |** 2017

**Project Cost |** \$600,000

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

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

# PROJECT TYPES AND SERVICES OFFERED

## HVAC CONTROLS REPLACEMENT, UPGRADE, AND SELECTION

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

#### MISHAWAKA, INDIANA

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

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

**Completion Date |** 2017

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

of the mechanical system at the Mishawaka and Bittersweet locations.

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



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

### USPS MORaine VALLEY

#### BRIDGEVIEW, ILLINOIS

**Owner |** United States Postal Service  
Great Lakes Facilities Office Service  
500 Fullerton Avenue  
Carol Stream, Illinois 60199

**Contact |** Mr. Mike Janssens  
Project Manager  
(630) 295-6232  
Michael.M.Janssens@usps.gov

**Completion Date |** May 2021 (estimated)

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

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

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

# GENERAL JONES ARMORY UPGRADE ELECTRICAL AND HVAC SYSTEMS

CHICAGO, ILLINOIS

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

**Contact |** Mr. Darnell Barnes  
Project Manager  
312.814.3195

**Completion Date |** 2021 (estimated)

**Project Cost |** \$3,000,000

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



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

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

# USPS ADDISON HVAC CONTROLS UPGRADES

ADDISON, ILLINOIS

**Owner |** United States Postal Service  
Great Lakes Facilities Office Service  
500 Fullerton Avenue  
Carol Stream, Illinois 60199

**Contact |** Mr. Mike Janssens  
Project Manager  
(630) 295-6232  
Michael.M.Janssens@usps.gov

**Completion Date |** 2020

**Project Cost |** \$321,866

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

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



# PROJECT TYPES AND SERVICES OFFERED

## INTERIOR REMODELING AND RENOVATION

### LANSING COMMUNITY COLLEGE GANNON BUILDING CONFERENCE CENTER

LANSING, MICHIGAN

**Owner |** Lansing Community College  
7230 Physical Plant  
P.O. Box 40010  
Lansing, Michigan 48901-7210

**Contact |** Mr. Timothy Martz  
Director of Facilities  
(517) 483-1808  
martzt@lcc.edu

**Completion Date |** 2018

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

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

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



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

DETROIT, MICHIGAN

**Owner |** Wayne County Airport Authority  
11050 Rogell Drive, Bldg. 602  
Detroit, Michigan 48242

**Contact |** Karen Souders, AIA, Level IV Architect,  
Planning Design & Construction  
Office: (734) 247-2814

**Completion Date |** 2018

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

DLZ performed architectural, engineering, interior design, project management, and related services for the Property Improvement Program (PIP) renovation of The Westin Detroit Metropolitan Airport Hotel, located adjacent to the McNamara Terminal, and operated by Starwood Hotels and Resorts. The PIP was developed to bring the Hotel up to the current generation Starwood/Westin Brand Standards. DLZ's scope of services included replacement of all interior finishes, all furniture, and all artwork, in addition to creation of multiple new seating areas, a major modification to the lobby water feature, bar and restaurant renovation, new 35' tall live wall, new custom hanging mobile in the lobby, numerous new custom lobby screen walls, new

"fire features" in the bar area, and the addition of access that will allow the Hotel to bring vehicles into the lobby for Customer events. To accomplish the project, DLZ coordinated a team of interior designers, procurement agents, construction administrators and engineers that was spread throughout the Country, utilizing Bentley ProjectWise Collaboration and Content Management Software. All work complied with the requirements of the Federal Aviation Administration (FAA); Transportation Security Administration (TSA); Americans with Disability Act Accessibility Guidelines (ADAAG); and applicable federal, state, and local regulations, laws, and ordinances, and met the Wayne County Airport Authority's Small Business Enterprise (SBE) participation requirements. Construction sequencing included Guestroom, Conference Level, and Lobby phases, with the hotel maintaining full operations throughout.



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# LANSING COMMUNITY COLLEGE TLC BUILDING RENOVATION

## MASON, MICHIGAN

**Owner** | Lansing Community College  
7230 Physical Plant  
P.O. Box 40010  
Lansing, Michigan 48901

**Contact** | Mr. Timothy Martz  
Director of Facilities  
(517) 483-1808  
martztt@lcc.edu

**Completion Date** | 2020

**Project Cost** | \$2,800,000

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

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



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# GERALD R. FORD INTERNATIONAL AIRPORT TSA RENOVATIONS

## GRAND RAPIDS, MICHIGAN

**Owner** | Gerald R. Ford International Airport  
5500 44th Street SE  
Grand Rapids, Michigan 49512

**Contact** | Casey Riles, P.E.  
Engineering & Planning Director  
(616) 233-6040  
cries@grr.org

**Completion Date** | 2020

**Project Cost** | \$5,000,000

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



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



# PROJECT TYPES AND SERVICES OFFERED DLZ

## LANDSCAPE ARCHITECTURE

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### KRASL ART CENTER - SCULPTING COMMUNITY PROJECT

ST. JOSEPH, MICHIGAN

**Owner |** Krasl Art Center  
707 Lake Boulevard  
Saint Joseph, Michigan 49085

**Contact |** Julia Gourley  
Executive Director  
(269) 983-0271

**Completion Date |** 2018

**Project Cost |** \$1,700,000

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



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

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### WASKOM PARK IMPROVEMENT PROJECT

CHESTERTON, INDIANA

**Owner |** Town of Chesterton  
Chesterton Municipal Complex  
1490 Broadway, Suite 3  
Chesterton, Indiana 46304

**Contact |** Mr. Mark O'Dell, PE  
Town Engineer  
219.926-2610  
modell@chestertonin.org

**Completion Date |** 2020

**Project Cost |** \$653,500

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



# MISHAWAKA CENTRAL PARK PICNIC PLAZA

## MISHAWAKA, INDIANA

**Owner |** City of Mishawaka Board of Public Works and Safety  
600 East Third Street  
Mishawaka, Indiana 46546

**Contact |** Kenneth B. Prince, PLA, AICP  
Executive Director and City Planner  
(574) 258-1625  
kprince@mishawaka.in.gov

**Completion Date |** 2020

**Project Cost |** \$432,942

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

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



# CRAWFORD PARK MASTER PLAN

## MISHAWAKA, INDIANA

**Owner |** City of Mishawaka, Board of Public Works & Safety  
600 East Third Street  
Mishawaka, Indiana 46546

**Contact |** Kenneth B. Prince, PLA, AICP  
Executive Director and City Planner  
(574) 258-1625  
kprince@mishawaka.in.gov

**Completion Date |** 2020

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

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

As the master plan was being developed, the City was also undertaking a significant sewer project within the Park. DLZ closely coordinated with



# PROJECT TYPES AND SERVICES OFFERED

## MAINTENANCE AND FACILITY PRESERVATION

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### USPS ST. LOUIS ENTRY DOORS

ST. LOUIS, MISSOURI

**Owner |** United States Postal Service  
Great Lakes Facilities Office Service  
500 Fullerton Avenue  
Carol Stream, Illinois 60199

**Contact |** Mr. Mike Janssens  
Project Manager  
(630) 295-6232  
Michael.M.Janssens@usps.gov

**Completion Date |** Ongoing

**Project Cost |** \$400,000

The USPS facility located at 1720 Market Street in St. Louis, Missouri was originally constructed as a processing and distribution center (P&DC) in 1937. The area of investigation focused on ten (10) sets of vestibule doors at the main entrance off Market Street. These have had prior restoration work. The existing doors and hardware have deteriorated beyond repair in need full replacement with historically accurate materials. This project is currently in the architectural design process.

Under an Indefinite Quantity Contract United States Postal Service for the State of Missouri, DLZ has completed investigations for door and hardware restoration work on the historic United States Postal Service Processing and Distribution Center (P&DC) in St. Louis, MO. DLZ developed an investigative report for the main entry of the historic building.



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### WEST BLOOMFIELD TOWNSHIP FACILITY ASSESSMENTS

WEST BLOOMFIELD, MICHIGAN

**Owner |** West Bloomfield Township  
4550 Walnut Lake Rd.  
West Bloomfield, MI 48323

**Contact |** Ms. Amy Neary  
Director of Planning and  
Development Services  
248.451.4818

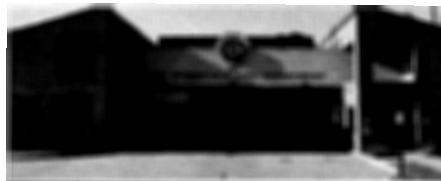
**Completion Date |** 2020

**Project Cost |** \$84,000

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

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

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



# WAYNE COUNTY HEALTH DEPARTMENT FACILITY ASSESSMENTS

## DETROIT, MICHIGAN

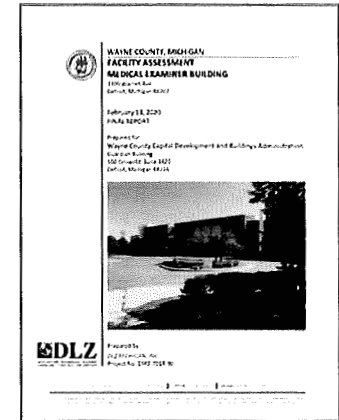
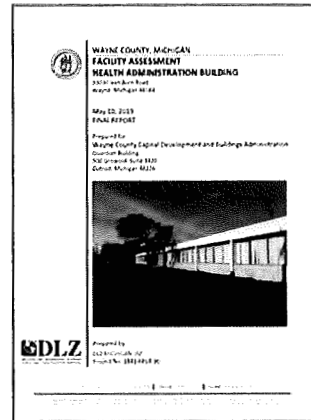
**Owner** | Wayne County Department of Health, Human & Veterans Services  
500 Griswold, 10th Floor  
Detroit, MI 48226

**Contact** | Eddie N. Fakhoury  
Director of Administration  
(313) 224-4893  
efakhoury@waynecounty.com

**Completion Date** | 2020

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

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



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

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

# SAGINAW VALLEY FACILITY ASSESSMENTS

## SAGINAW, MICHIGAN

**Owner** | Saginaw County  
111 South Michigan Avenue  
Saginaw, MI 48602

**Contact** | Mr. Bernard Delaney  
Director of Maintenance  
(989) 790-5235

**Completion Date** | 2019

**Project Cost** | \$43,500

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

- County Office Building

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



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

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

## PROJECT TYPES AND SERVICES OFFERED

### PARKING AND PAVING



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

### CAROL STREAM, ILLINOIS

**Owner** | United States Postal Service  
Office 500 Fullerton Avenue  
Carol Stream, Illinois 60199

**Contact** | Mr. Donald Kandl, Project Manager  
(630) 295-6239  
donald.w.kandl@usps.gov

**Completion Date** | 2020

**Project Cost** | \$7,000,000

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

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



## USPS BEDFORD PARK P&DC PAVING UPGRADES

### BEDFORD PARK, ILLINOIS

**Owner** | United States Postal Service  
6801 West 73rd Street  
Bedford Park, IL 60499-9998

**Contact** | Mr. Don Kandl, Project Manager  
(630) 295-6239  
donald.w.kandl@usps.gov

**Completion Date** | 2018

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

The United States Postal Service contracted DLZ to conduct an on-site investigation of approximately 13.6 acres of paved parking lots, maneuvering areas, service drives, and trailer laydown areas at the Bedford Park Mail Processing and Distribution Center

(P&DC), including the Vehicle Maintenance Facility (VMF). The purpose of the pavement assessment study was to assist the Postal Service with understanding the current condition of the pavements and provide recommendations utilizing a combined approach of preventative pavement maintenance, rehabilitation and reconstruction, where necessary, to extend the life of the pavement. This pavement assessment study was performed on a fast track and was completed in 60 days.

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

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# USPS Fox Valley P&DC – CONCRETE PAVEMENT REHABILITATION

AURORA, ILLINOIS

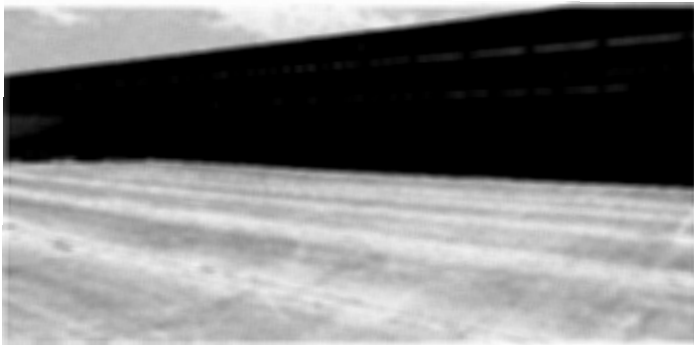
**Owner |** United State Postal Service  
Great Lakes Facilities Service Office  
500 Fullerton Avenue  
Carol Stream, Illinois 60199

**Contact |** Mr. Don Kandl, Project Manager  
(630) 295-6239  
donald.w.kandl@usps.gov

**Completion Date |** 2020

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

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



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# BATTLE CREEK AIR NATIONAL GUARD BASE ROADS

BATTLE CREEK, MICHIGAN

**Owner |** United States Property and Fiscal Office (USPFO)  
3423 North Martin Luther King Blvd.  
Lansing, Michigan 48906

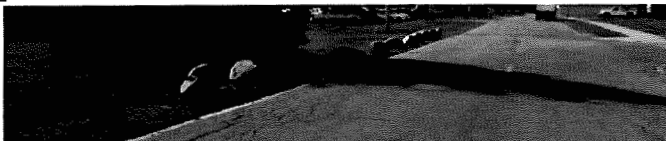
**Contact |** Major Nathan Finrock,  
Deputy Base Civil Engineer  
(269) 969-3346  
nathan.d.finrock.mil@mail.mil

**Completion Date |** 2016

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

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

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





# PROJECT TYPES AND SERVICES OFFERED



## ROOF REPAIR, RESTORATION AND/OR REPLACEMENT

### MDTMB GUS HARRISON CORRECTIONAL FACILITY ROOF REPLACEMENT

#### ADRIAN, MICHIGAN

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

**Contact** | Mr. Steven J. Urban, RA  
(517) 284-7920

**Completion Date** | 2016

**Project Cost** | \$2,079,890

DLZ recently provided professional architectural and engineering services to design replacement roofing systems for multiple buildings at the Gus Harrison Correctional Facility in Adrian, Michigan. The building roof systems of the 22 buildings at this facility vary in age and composition from building to building. The majority of the building roofs are EDPM or standing seam metal roofing systems, are original and were installed approximately 23 to 25 years ago. The roof condition, roof life expectancy, roof replacement/repair

recommendations, and cost estimates were determined by the recommendations of the Roof Asset Management Report prepared by McDonald Roofing, McDonald Roof Sentry Asset Management under a separate contract the Michigan Department of Corrections.

The first project was for the South Side group of buildings. Scope of work consisted of minor roof repairs and installation of coatings (fluid applied membrane waterproofing) on the South Side complex existing standing seam metal roofs to prevent water infiltration problems. The project base bid included the restoration of 10 building roofs as follows: Housing Unit A&B, Housing Unit C&D, Housing Unit E&F, Housing Unit G&H, Education, Food Services, Administration, Maintenance Grounds, Maintenance Storage, and Weight Pavilion.



### LCC GANNON BUILDING ROOF REPLACEMENT

#### LANSING, MICHIGAN

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

**Contact** | Mr. Timothy Martz  
Director of Facilities  
(517) 483-1808  
martztt@lcc.edu

**Completion Date** | 2017

**Project Cost** | \$31,500

Critical scope items include internal roof drains, numerous pieces of rooftop mechanical equipment, compatibility of new roof system with existing tie-in, achieving perimeter vertical roof system returns (minimum of 8") located at corrugated metal wall paneling, warranty of new roof system, verifying extent of existing roof installation damage, protection of interior building contents replacement of the existing roof this construction season, replacement of the existing roof while the facility is occupied and operational, and taking advantage of a competitive bidding climate. The project includes replacement of approximately 70,000 square feet of the existing roofing system and associated roofing

accessories of the part of the lower and upper roof of the General Services Building. The existing roof assembly is composed of a metal roof deck with an original ethylene propylene diene monomer (EPDM) roof system. The existing roof assembly is failing causing various roof leaks throughout the building. In addition, there is cursory evidence of insulation water damage and potential existing metal roof deck damage that may need replacement.

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

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

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

# MDTMB CARSON CITY CORRECTIONAL FACILITY ROOFING RESTORATIONS

## CROWN POINT, INDIANA

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

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

**Completion Date** | 2017

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

The project includes roof replacement of six (6) existing buildings. Each building has an existing single-ply membrane roofing system adhered to mechanically-fastened rigid insulation. The scope includes full replacement of the existing roofs with a new fully-adhered 60mil single-ply EPDM roofing system.

1. Building 200: 23,100 square feet
  2. Building 800: 15,800 square feet
  3. Building 700: 15,800 square feet
  4. Building 300: 18,500 square feet
  5. Building 1200: 12,800 square feet
  6. Building 100: 14,800 square feet
- Total Roof Area: 100,800 square feet



# LAKE COUNTY JUVENILE JUSTICE CENTER ROOF REPLACEMENT

## CROWN POINT, INDIANA

**Owner** | Lake County Board of Commissioners  
2293 North Main Street  
Crown Point, Indiana 46307

**Contact** | Mr. Michael Repay  
Commissioner  
(219) 755-3200

**Completion Date** | 2017

**Project Cost** | \$1,582,195

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

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





# PROJECT TYPES AND SERVICES OFFERED



## SITE SURVEYING

### CAMP GRAYLING ARMY AIRFIELD RAIL SPURS

#### GRAYLING, MICHIGAN

**Owner** | Michigan Department of Military & Veterans Affairs, Construction and Facilities Management Office  
3423 N. Martin Luther King Jr. Blvd  
Lansing, Michigan 48906-2934

**Contact** | Mr. Brian Bushnell, Design Manager  
(517) 481-7561  
brian.a.bushnell2.nfg@mail.mil

**Completion Date** | 2018

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



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

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

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

### FCA DETROIT ASSEMBLY COMPLEX MACK EXPANSION

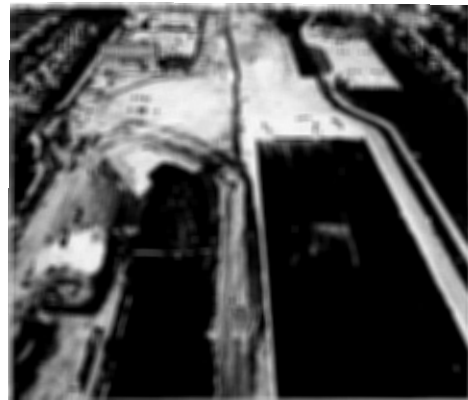
#### DETROIT, MICHIGAN

**Owner** | City of Detroit Brownfield Redevelopment Authority  
500 Griswold St., Suite 2200  
Detroit, Michigan 48226

**Contact** | Mr. Cleveland Dailey III  
cdailey@degc.org

**Completion Date** | 2021

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



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

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

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# LANSING BOARD OF WATER AND LIGHT STEAM VAULT REPLACEMENT

## LANSING, MICHIGAN

**Owner |** Lansing Board of Water and Light  
730 East Hazel Street  
P.O. Box 13007  
Lansing, Michigan 48901

**Contact |** Mr. Michael Schorsch  
(517) 930-5791  
mrs1@lbwl.com

**Completion Date |** 2016

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

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

DLZ performed the following professional services:

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

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# FORMER MICHIGAN STATE FAIRGROUND

## DETROIT, MICHIGAN

**Owner |** City of Detroit Brownfield  
Redevelopment Authority  
500 Griswold St., Suite 2200  
Detroit, Michigan 48226

**Contact |** Mr. Orza A. Robertson  
(313) 237-6098  
orobertson@degc.org

**Completion Date |** 2019

**Project Cost |** \$7,000,000



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

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

# PROJECT TYPES AND SERVICES OFFERED

## STORMWATER MANAGEMENT AND DRAINAGE PLANS

### STORM SEWER/OUTFALL INVESTIGATIONS – VARIOUS PERMITTEES

#### VARIOUS LOCATIONS, MICHIGAN

**Owner** | Various

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

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

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

**Completion Date** | Ongoing

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

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

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

### POINTE MOUILLEE STATE GAME AREA PUMP REPLACEMENT AND CAUSEWAY REPAIR

#### SOUTH ROCKWOOD, MICHIGAN

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

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

**Completion Date** | 2017

**Project Cost** | \$435,000

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

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

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

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

# GRAND RIVER WATERSHED WETLAND MITIGATION DESIGN

## OTTAWA COUNTY, MICHIGAN

**Owner** | Michigan Department of Transportation  
Grand Rapids Transportation Service Center

**Contact** | Mr. Nick Jasinski, P.E.  
Project Manager  
(616) 451-6060

**Completion Date** | Ongoing

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

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

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

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



# SAW GRANT IMPLEMENTATION – STORMWATER ASSET MANAGEMENT PLANNING

## FLINT, MICHIGAN

**Owner** | City of Flint  
1101 S. Saginaw Street  
Flint, Michigan 48502

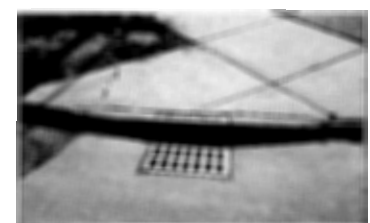
**Contact** | Mr. Mark Adas, PE  
City Engineer  
(810) 766-7135 x2603  
madas@cityofflint.com

**Completion Date** | 2018

**Project Cost** | \$1,620,000

DLZ located the existing manholes using Global Positioning System (GPS) to establish State Plane Coordinates (northing, easting, and elevation). An inspection report and asset photographs were recorded for each manhole. DLZ inventoried and inspected over 14,500 catch basins, 1,300 storm manholes, and 345 outfalls. The data was entered into collector for ArcGIS and then uploaded to the cloud for incorporation into GIS. Further Cityworks development and maintenance are ongoing. A stormwater model network was created that included all storm manholes and catch basins in the GIS system using historical information as well as information gathered during this project. Compiling data collected during the project, DLZ created a Storm Water Asset Management Plan (SWAMP), addressing deficiencies in the system and areas of concern. The Plan recommend repair strategies and prioritization of repairs with a suggested implementation schedule.

DLZ was contracted by the City of Flint to develop a Stormwater Asset Management Plan (SWAMP) using funds from their awarded Michigan Department of Environment, Great Lakes, and Energy (EGLE) Stormwater, Asset Management, and Wastewater (SAW) Grant. The SAW Grant application addressed the development of an analysis and planning methodology for Flint to obtain a functional work order system and sustainable approved asset management program for their stormwater system.



# PROJECT TYPES AND SERVICES OFFERED



## STRUCTURAL INVESTIGATION AND ASSESSMENT

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### THE SOUTH BEND CLINIC PARKING GARAGE INSPECTION AND REHABILITATION

SOUTH BEND, INDIANA

**Owner |** The South Bend Clinic  
LLP, 211 N. Eddy Street  
South Bend, IN 46617

**Contact |** Ms. Debra Straw, Director  
Materials Management & Facilities  
(574) 239-1479  
dstraw@southbendclinc.com

**Completion Date |** 2024 (estimated)

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



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

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### DORT RESERVOIR REHABILITATION

FLINT, MICHIGAN

**Owner |** City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502

**Contact |** Clyde Edwards  
(810) 766-7346  
cedwards@cityofflint.com

**Completion Date |** 2021

**Project Cost |** \$2,150,000

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



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# GLWA WRRF AERATION DECKS 1 & 2 IMPROVEMENTS PROJECT

DETROIT, MICHIGAN

**Owner** | Great Lakes Water Authority  
9300 W. Jefferson Avenue  
Detroit, Michigan 48209

**Contact** | Ali Khraizat  
Capital Improvement Program  
Director  
ali.khraizat@glwater.org

**Completion Date** | 2023 (estimated)

**Project Cost** | TBD



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

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# KALAMAZOO DEPARTMENT OF PUBLIC SAFETY, STATION 01

KALAMAZOO, MICHIGAN

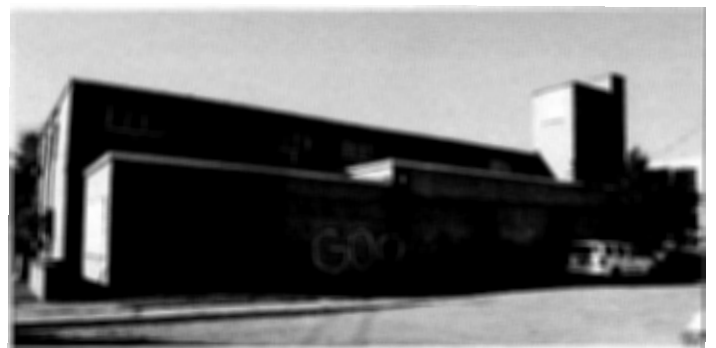
**Owner** | Kalamazoo Department of Public  
Safety  
415 E. Stockbridge Avenue  
Kalamazoo, Michigan 49001

**Contact** | Ms. Rebekah Kik  
Director Community Planning &  
Economic Development  
(269) 337-8893  
kikr@kalamazoocity.org

**Completion Date** | 2019

**Project Cost** | n/a

impacts to the structure and feasibility of implementing the tornado shelter requirements of ICC500 "Standard for Design and Construction of Storm Shelters".



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

In addition, due to the potential that this fire station would be classified as an essential facility in accordance with the Michigan Building Code, our evaluation involved researching the required

# PROJECT TYPES AND SERVICES OFFERED

## TOILET/SHOWER ROOM REMODEL AND DESIGN

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### UNITED STATES POSTAL SERVICE LIMA, OHIO RESTROOM RENOVATION

LIMA, OHIO

**Owner |** United States Postal Service  
350 W High St  
Lima, Ohio 45801

**Contact |** Mr. Donald Kandl  
Project Manager  
(630) 295-6239  
donald.w.kandl@usps.gov

**Completion Date |** 2020

**Project Cost |** \$163,000

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



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### MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY YOUTH SERVICES REMODEL WITH NEW RESTROOMS

MISHAWAKA, INDIANA

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

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

**Completion Date |** 2018

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

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

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



# GERALD R. FORD INTERNATIONAL AIRPORT RESTROOM RENOVATION

## GRAND RAPIDS, MICHIGAN

**Owner |** Gerald R. Ford International Airport  
5500 44th Street SE  
Grand Rapids, Michigan 49512

**Contact |** Mr. Casey Riles, P.E.  
Engineering & Planning  
Director  
(616) 233-6040  
criles@grr.org

**Completion Date |** 2020

**Project Cost |** \$5,000,000

DLZ was contracted by the Gerald R. Ford International Airport Authority (GFIAA) to provide A/E design services for the relocation and consolidation of the airport's Primary Communications Center (PCC), Operations, Police, Badging, Transportation Security Administration (TSA) services and restroom renovation. DLZ conducted a Needs Assessment,

Programming, and Feasibility Study to investigate options to meet the diverse and complex public service and safety needs of the Client. Planning options considered had to account for large, concurrent renovation projects, as well as an evolving Airport Masterplan. The selected solution involved renovation and new construction in public and secure areas. The first phase provided new space for TSA, which was complicated by a federal government furlough in the middle of construction. The second phase was completed in March 2020, and provided new space for Police, Badging, Conference Rooms and Restrooms.



# LANSING COMMUNITY COLLEGE GANNON BUILDING LOCKER ROOM AND SHOWER RENOVATIONS

## LANSING, MICHIGAN

**Owner |** Lansing Community College  
7230 Physical Plant  
P.O. Box 40010  
Lansing, Michigan 48901-7210

**Contact |** Mr. Timothy Martz  
Director of Facilities  
(517) 483-1808  
martzt@lcc.edu

**Completion Date |** 2017

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

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





# PROJECT TYPES AND SERVICES OFFERED

## TRAIL DESIGN AND DEVELOPMENT

### MAPLE ROAD NON-MOTORIZED SHARED USE PATH

WEST BLOOMFIELD, MICHIGAN



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

**Owner |** Planning & Development Services  
4550 Walnut Lake Road  
West Bloomfield, Michigan 48325

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

**Completion Date |** 2020

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

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

### TAPPAN LAKE PARK - BEACH TRAIL AND UTILITY EXTENSIONS

DEERSVILLE, OHIO

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

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

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

**Completion Date |** 2022 (estimated)

**Project Cost |** \$867,000 (estimated)

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



# BIG WALNUT TRAIL

## COLUMBUS, OHIO

**Owner** | City of Columbus Department of Recreation and Parks  
1111 East Broad Street  
Columbus, Ohio 43205

**Contact** | Mr. Brad Westall and Nic Sanna  
Planning Manager  
(614) 645-3300  
BRWestall@Columbus.gov  
NJSanna@columbus.gov

**Completion Date** | 2020

**Project Cost** | \$875,000

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



alignment along another portion of Big Walnut Creek from Elk Run Park

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

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

# GENESEE COUNTY TRAIL DESIGN AND ENGINEERING SERVICES

## GENESEE COUNTY, MICHIGAN

**Owner** | Genesee County Parks  
5045 Stanley Road  
Flint, Michigan 48506

**Contact** | Mr. Barry June  
Deputy Director  
(810) 249-3817  
bjune@gcparks.org

**Completion Date** | 2016

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

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

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

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

# PROJECT TYPES AND SERVICES OFFERED

## WASTEWATER SYSTEMS



### NORTHWEST PUMP STATION IMPROVEMENTS

FLINT, MICHIGAN

**Owner |** City of Flint  
3310 E Court St  
Flint, Michigan 48506

**Contact |** Ms. Jeanette Best  
WPC Manager  
(810) 766-7210  
jbest@cityofflint.com

**Completion Date |** 2020

**Project Cost |** \$1,700,000

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

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

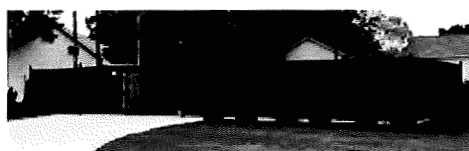
The final plans will include the Basis of Design, pump sizing, piping, meter installation, valves, electrical and control improvements and force main resizing as well as recommended pumping control strategies. A plan for operating and maintaining the new equipment at the NWPS will also be prepared as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



### EAST GATE LIFT STATION AND SANITARY FORCEMAIN REPLACEMENT

SOUTH BEND, INDIANA

DLZ was retained by the Board of Public Works for design, bidding, and construction administration services for this lift station and sanitary forcemain replacement project. DLZ prepared the City of South Bend's Feasibility Study Report which determined the lift station location, new forcemain alignment, incoming sewer flow rates, equipment size, and easement acquisition necessary to complete the project. The East Gate Lift Station and Forcemain Replacement consisted of demolishing the existing 250 GPM lift station which had exceeded its useful life and abandoning the associated forcemain. The project included construction of a 340 GPM submersible duplex lift station which was designed to handle the flows from the adjacent neighborhood. The area surrounding the lift station was designed to accommodate the City's large service vehicles and included an oversized driveway approach for ease of maintenance. The new lift station also included construction of a new flow meter vault which was tied into the system control panel for remote monitoring. A new ½ mile length of upsized forcemain pipe was constructed and installed using directional drilling methods. The use of directional drilling method allowed the City to save on costs, quicker installation and less disturbance to the residential area surrounding the lift station. A new control panel with integrated SCADA and telemetry was constructed alongside the lift station for monitoring and control. Due to the size of the new lift station, an easement and partial property acquisition was required. DLZ assisted the City of South Bend throughout the process of the acquisition in order to complete the project in the accelerated timeframe which was required. The exterior of the lift station was designed by DLZ's Landscape Architects to give it curb appeal from the surrounding residential area and to protect the equipment from any potential damage. DLZ also assisted the City of South Bend through the permit, bidding and construction administration phases. The project hit the target schedule for construction and was completed on time and within budget.



**Owner |** City of South Bend  
1316 County City Building  
227 W. Jefferson Blvd  
South Bend, IN 46601

**Contact |** Mr. Jacob Klosinski, PE  
Assistant City Engineer  
(574) 235-9496

**Completion Date |** 2016

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

# CITY OF AKRON NSIT GORGE SEWER SEPARATION ADVANCED FACILITIES PLAN

## AKRON, OHIO

**Owner** | City of Akron  
166 S. High Street, Room 701  
Akron, Ohio 44308

**Contact** | Mr. John Moore  
Director of Public Service  
(330) 375-2270  
jmoore@akronohio.gov

**Completion Date** | 2017

**Project Cost** | \$183,451,075

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

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

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

# OAKLAND COUNTY WATER RESOURCES COMMISSIONER AS-NEEDED SERVICES

## OAKLAND COUNTY, MICHIGAN

**Owner** | Oakland County Water  
Resources Commissioner  
One Public Works Drive  
Building 95 West  
Waterford, Michigan 48328

**Contact** | Mr. Tim Prince, Chief Engineer  
(248) 858-0958  
prince@oakgov.com

**Completion Date** | Ongoing

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

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

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

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

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



# PROJECT TYPES AND SERVICES OFFERED

## WATER SUPPLY SYSTEMS

### FRANKLIN VALLEY WATER MAIN REPLACEMENT

#### WEST BLOOMFIELD TOWNSHIP, MICHIGAN

**Owner |** City of Midland  
333 West Ellsworth Road  
Midland, Michigan 48640-5132

**Contact |** Mr. Edwin Haapala, Director  
Water Utilities Department  
(248) 451-4785  
ehaapala@wbtownship.org

**Completion Date |** 2016

**Project Cost |** \$2,448,000

As part of a continuing effort to upgrade its water distribution system West Bloomfield Township contracted with DLZ Michigan, Inc. to perform design and construction engineering services for water system improvements in the Franklin Valley subdivision located in Section 36. Developed numerous concepts for various project aspects of the project, with significant emphasis on the sanitary sewer, water main and roadway alignment. DLZ completed a topographic

survey of the right-of-way and prepared plans and specifications for pre-chlorinated pipe bursting of 7,500 feet of 6-inch cast iron water main to 8-inch diameter HDPE water main, and 4,900 feet of 8-inch cast iron water main to 8-inch diameter HDPE water main. The design included new hydrants, gate valves and wells, and HDPE water services with new curb stops for each residence at the private property line. New hydrants and gate valves were placed at EGLE required distances applicable for a residential water distribution system. DLZ acquired permits for construction including an EGLE permit for water main construction, a Road Commission for Oakland County permit for work in the right-of-way, and an approved Township Soil Erosion and Sedimentation Control (SESC) plan and permit. DLZ also provided full-time construction inspection as well as contract administration, while greatly contributing to assistance with respect to all facets of support regarding public relations during the construction and restoration phases of the project.



### MUSKEGON COUNTY CHANNEL CROSSING

#### MUSKEGON COUNTY, MICHIGAN

**Owner |** Muskegon County DPW  
131 E. Apple Ave  
Muskegon, Michigan 49442

**Contact |** Muskegon County DPW  
131 E. Apple Ave  
Muskegon, Michigan 49442

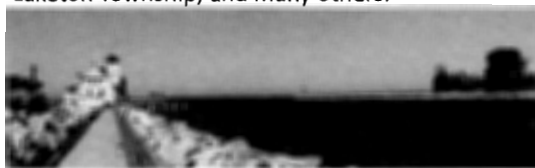
**Completion Date |** 2021

**Project Cost |** \$9,600,000 (estimated)

DLZ was contracted by Muskegon County to perform design and construction engineering services to facilitate a new water crossing of the Muskegon Channel, a major shipping lane between Muskegon Lake and Lake Michigan. The project will construct approximately 3 miles of large diameter water main, constructed in three phases. Phase I, bid and awarded in January of 2020, will extend water main north from the Muskegon Water Filtration Plant to a point just south of the Muskegon Channel. The project involves multiple tasks such as water main connections to side streets, lead water service replacements to a point inside the

home for all residents, as applicable, complete road reconstruction, reconfiguration of the existing cross-section, and new sidewalks and ADA ramps. Phase II will focus on crossing the channel via directional drill. Phase III is currently undergoing a route study and will complete the connection of Phases I and II to the existing watermain in Laketon Township. The majority of Phase III will be constructed in Muskegon State Park. Routes for the watermain being analyzed are possibly following the existing road or directionally drilling the watermain through forested and dune lands, a more direct route. Once all phases are complete, this water main project will provide a secondary water feed to the north side of the County, a long desired and anticipated project.

This project includes significant coordination with several entities such as: the Michigan Department of Environment, Great Lakes, & Energy (EGLE), United States Army Corps of Engineers, Michigan Department of Natural Resources, City of Muskegon, Muskegon County Road Commission, the State Historical Preservation Office, Laketon Township, and many others.



# ST. JOSEPH ENERGY CENTER WATER TREATMENT PLANT

## NEW CARLISLE, INDIANA

**Owner |** St. Joseph Energy Center, LLC  
Power Plant Management Services, LLC  
1155 Dairy Ashford, Suite 500  
Houston, Texas 77079

**Contact |** Mr. Jim Trotter  
Site Construction Manager  
(908) 910-2790

**Completion Date |** 2017

**Project Cost |** \$9,500,000

St. Joseph Energy Center retained DLZ to provide design services for a \$9.5 million water treatment plant. The new water plant was required to treat groundwater for use in the Energy Center's cooling towers for the 1,360 megawatt combined cycle power plant. The water treatment plant includes:

- 7.8 MGD (expandable to 15.6 MGD) water treatment capacity, designed for the removal of iron and manganese.
- Construction of a new 13,300 sf pre-engineered metal building to house high-service pumps, 6 pressure filters, air blower skid assemblies, electrical equipment, offices, breakroom, laboratory, control room and storage areas.
- Sodium Hypochlorite storage area and chemical feed system.
- Construction of a new above ground 500,000-gallon welded

steel water storage tank.

- Onsite lagoons for settling of backwash water prior to discharge to municipal sanitary sewer system via 6" forcemain (1,650 L.F).
- Onsite sanitary sewer lift station, and sampling station.
- 1,800 L.F. of 12-inch through 20-inch raw water piping.
- 1,000 L.F. of 8-inch through 20-inch treated water piping.
- Emergency Generator.

The project included the early procurement of greensand filters, which were turned over to the contractor upon delivery. The early arrival of the filters allowed for an accelerated construction schedule of 10-months. In addition, early procurement of the Instrumentation and Controls contractor allowed for selection of equipment and input from the I&C contractor during design.



## **PART II: COST PROPOSAL**



# SECTION I

## BILLABLE RATES



### POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

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

Firm Name	DLZ Michigan, Inc.
Yearly Hourly Billing Rate Increase	4%
Mark-up for Sub-Consultants (not to exceed 5%)	5%
Mark-up for Reimbursables (not to exceed 5%)	5%

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
Principal / Division Manager	\$219.00	\$228.00	\$237.00	\$246.00
Department Manager	\$186.00	\$193.00	\$201.00	\$209.00
Senior Project Manager	\$186.00	\$193.00	\$201.00	\$209.00
Project Manager	\$169.00	\$176.00	\$183.00	\$190.00
Engineer VI / Architect VI	\$174.00	\$181.00	\$188.00	\$196.00
Engineer V / Architect V	\$163.00	\$170.00	\$176.00	\$183.00
Engineer IV / Architect IV	\$152.00	\$158.00	\$164.00	\$171.00
Engineer III / Architect III	\$141.00	\$147.00	\$153.00	\$159.00
Engineer II / Architect II	\$118.00	\$123.00	\$128.00	\$133.00
Engineer I / Architect I	\$101.00	\$105.00	\$109.00	\$114.00
Designer III	\$123.00	\$128.00	\$133.00	\$138.00
Designer II / Intern Architect	\$101.00	\$105.00	\$109.00	\$114.00
Designer I	\$90.00	\$94.00	\$97.00	\$101.00
Technician	\$84.00	\$87.00	\$91.00	\$94.00
Construction Observer Manager	\$129.00	\$134.00	\$140.00	\$145.00
Construction Observer	\$101.00	\$105.00	\$109.00	\$114.00
Clerical	\$67.00	\$70.00	\$72.00	\$75.00

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

\*\* Key Project Personnel





## **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%)

DLZ Michigan, Inc.

4%

5%

5%

Position/Classification	Rate Ranges			
	Year 1	Year 2	Year 3	Year 4
Geologist	\$90.00	\$94.00	\$97.00	\$101.00
Senior Geologist	\$141.00	\$147.00	\$153.00	\$159.00
Environmental Scientist	\$118.00	\$123.00	\$128.00	\$133.00
Senior Environmental Scientist	\$141.00	\$147.00	\$153.00	\$159.00
Planner	\$118.00	\$123.00	\$128.00	\$133.00
Senior Planner	\$163.00	\$170.00	\$176.00	\$183.00
Surveyor, Registered	\$136.00	\$141.00	\$147.00	\$153.00
Survey, Party Chief	\$107.00	\$111.00	\$116.00	\$120.00
Survey, Instrument Person	\$96.00	\$100.00	\$104.00	\$108.00

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

\*\* Key Project Personnel

**APPENDIX 3**

**PROFESSIONAL CERTIFICATION FORMS**



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

## Certification of a Michigan Based Business

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

To qualify as a Michigan business:

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

or

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

(check all that apply):

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

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

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

Bidder shall also indicate one of the following:

- ☒ Bidder qualifies as a Michigan business (provide zip code: 48911)
- ☐ Bidder does not qualify as a Michigan business (provide name of State: \_\_\_\_\_).
- ☐ Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: \_\_\_\_\_)

Bidder: DLZ Michigan, Inc.

Manoj Sethi

Authorized Agent Name (print or type)

Manoj Sethi  
Apr 29 2021 9:35 AM

Authorized Agent Signature & Date

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



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

## Responsibility Certification

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

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

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

Bidder: DLZ Michigan, Inc.

Manoj Sethi

Authorized Agent Name (print or type)

Manoj Sethi  
Apr 29 2021 9:35 AM

Authorized Agent Signature & Date

☐ I am unable to certify to the above statements. My explanation is attached.

## **APPENDIX 4**

### **OVERHEAD ITEMS ALLOWED FOR THE PROFESSIONAL SERVICES CONTRACTOR FIRM'S HOURLY BILLING RATE CALCULATION**

The following instructions are to be used by the Professional Services Contractor firms to determine the hourly billing rate to use on State of Michigan Projects.

The Professional's Consultant must submit a separate hourly billing rate for the professional Consultant services they will provide for State of Michigan Projects. A moderate mark-up of the Professional's Consultant services hourly billing rates, not to exceed 5%, will be allowed.

The Department will reimburse the Professional for the actual cost of printing and reproduction of the Contract Bidding Documents, soil borings, surveys and any required laboratory testing services and use of field equipment. No mark-up of these Project costs will be allowed IF such items are provided in house by the professional.

**2021 HOURLY BILLING RATE**  
Based on 2020 Expenses

**OVERHEAD ITEMS ALLOWED FOR THE PROFESSIONAL SERVICES CONTRACTOR FIRM'S HOURLY BILLING RATE CALCULATION**

**SALARIES:**

Principals (Not Project Related)  
Clerical/Secretarial  
Technical (Not Project Related)  
Temporary Help  
Technical Training  
Recruiting Expenses

**OFFICE FACILITIES:**

Rents and Related Expenses  
Utilities  
Cleaning and Repair

**SUPPLIES:**

Postage  
Drafting Room Supplies  
General Office Supplies  
Library  
Maps and Charts  
Magazine Subscriptions

**SERVICES (PROFESSIONAL):**

Accounting  
Legal  
Employment Fees  
Computer Services  
Research

**FINANCIAL:**

Depreciation

**EQUIPMENT RENTALS:**

Computers  
Typewriter  
Bookkeeping  
Dictating  
Printing  
Furniture and Fixtures  
Instruments

**TRAVEL:**

All Project-Related Travel\*

**MISCELLANEOUS:**

Professional Organization Dues  
for Principals and Employees  
Licensing Fees

**SERVICES (NONPROFESSIONAL):**

Telephone and Telegram  
Messenger Services

**TAXES:**

Franchise Taxes  
Occupancy Tax  
Unincorporated Business Tax  
Property Tax  
Single Business Tax  
Income Tax

**INSURANCE:**

Professional Liability Insurance  
Flight and Commercial Vehicle  
Valuable Papers  
Office Liability  
Office Theft  
Premises Insurance  
Key-Personnel Insurance

**EMPLOYEE BENEFITS:**

Hospitalization  
Employer's F.I.C.A. Tax  
Unemployment Insurance  
Federal Unemployment Tax  
Disability  
Worker's Compensation  
Vacation  
Holidays  
Sick Pay  
Medical Payments  
Pension Funds  
Insurance - Life  
Retirement Plans

**PRINTING AND DUPLICATION:**

Specifications (other than Contract Bidding Documents)  
Drawings (other than Contract Bidding Documents)  
Xerox/Reproduction  
Photographs

**LOSSES:**

Bad Debts (net)  
Uncollectible Fee  
Thefts (not covered by Project/Contract bond)  
Forgeries (not covered by Project/Contract bond)

<p align="center"><b>DEPARTMENT OF TECHNOLOGY, MANAGEMENT &amp; BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2020</b></p>
--

**MICHIGAN SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
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**

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

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

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
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**

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

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

**Mileage Rates**

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

\* See Select Cities Listing

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

**SELECT HIGH COST CITY LIST**

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

**Effective October 1, 2020**

**Michigan Select Cities/Counties**

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

**Out of State Select Cities/Counties**

<b><u>State</u></b>	<b><u>City/County</u></b>	<b><u>State</u></b>	<b><u>City/County</u></b>
Arizona	Phoenix, Scottsdale, Sedona	Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford
California	Los Angeles (Los Angeles, Orange, Mendocino & Ventura Counties, and Edwards AFB), Eureka, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Maryland	Counties of Montgomery & Prince Georges, Baltimore City, Ocean City
		Massachusetts	Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
		Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
		Nevada	Las Vegas
		New Mexico	Santa Fe
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	New York	Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Riverhead, Ronkonkoma, Melville, Suffolk County, Tarrytown, White Plains, New Rochelle
Connecticut	Bridgeport, Danbury		
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia)	Ohio	Cincinnati
		Pennsylvania	Bucks County, Pittsburgh
		Rhode Island	Bristol, Jamestown/Middletown/Newport (Newport County) Providence
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Texas	Austin, Dallas, Houston, L.B. Johnson Space Center
Georgia	Jekyll Island, Brunswick	Utah	Park City (Summit County)
Idaho	Sun Valley, Ketchum	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
		Virginia	Alexandria, Falls Church, Fairfax
Illinois	Chicago (Cook and Lake counties)	Washington	Port Angeles, Port Townsend, Seattle
Kentucky	Kenton	Wyoming	Jackson, Pinedale
Louisiana	New Orleans		



**APPENDIX 5**

**CERTIFICATES OF INSURANCE**

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2021

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

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

<b>PRODUCER</b> <b>Greyling Ins. Brokerage/EPIC</b> <b>3780 Mansell Road, Suite 370</b> <b>Alpharetta, GA 30022</b>		<b>CONTACT NAME:</b> Katie Kresner <b>PHONE (A/C, No, Ext):</b> 770.220.7695 <b>FAX (A/C, No):</b> 866.550.4082 <b>E-MAIL ADDRESS:</b> Katie.Kresner@greyling.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> National Union Fire Ins. Co.	
		<b>INSURER B :</b> Everest National Ins Co	
		<b>INSURER C :</b> Continental Casualty Company	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 21-22</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------------	-------------------------

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

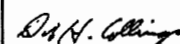
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268221	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489714	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			XC8CU00042211	04/01/2021	04/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893783	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Includ Pollution Liability			AEH591928672	04/01/2021	04/01/2022	Per Claim \$5,000,000 Aggregate \$5,000,000

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

Re: ISID No. 00876 Professional Design Services Material Testing, for A & E Architecture.

State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are named as Additional Insureds on the above referenced General, Auto, Umbrella and Pollution liability policies where required by written contract.

The above referenced liability policies with the exception of workers compensation and professional (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  State of Michigan Department of Technology Management & Budget 3111 West St. Joseph Street Lansing, MI 48917	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

liability are primary & non-contributory where required by written contract.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

POLICY NUMBER: GL5268221

04/01/2021

04/01/2022

COMMERCIAL GENERAL LIABILITY

CG 20 01 12 19

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

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GL5268221

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

04/01/2021

04/01/2022

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

**PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.**

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. CA4489714 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**ADDITIONAL INSURED:**

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.**

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2021

forms a part of

policy No. CA4489714

issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**


*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:**

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. CA4489714 issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

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

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:**

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2021

forms a part of Policy No. WC015893783

Issued to DLZ CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME  
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY  
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER  
INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



Authorized Representative

## **APPENDIX 6**

### **FEDERAL PROVISIONS ADDENDUM**

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

## FEDERAL PROVISIONS ADDENDUM

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

### 1. Equal Employment Opportunity

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

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

## **FEDERAL PROVISIONS ADDENDUM**

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

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

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

## **FEDERAL PROVISIONS ADDENDUM**

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

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

### **2. Davis-Bacon Act (Prevailing Wage)**

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

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



## **FEDERAL PROVISIONS ADDENDUM**

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

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

### **4. Contract Work Hours and Safety Standards Act**

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

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work

## **FEDERAL PROVISIONS ADDENDUM**

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week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **5. Rights to Inventions Made Under a Contract or Agreement**

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

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

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

#### **Clean Air Act**

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

## **FEDERAL PROVISIONS ADDENDUM**

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Regional Office.

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

### **Federal Water Pollution Control Act**

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

## **7. Debarment and Suspension**

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

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

## **FEDERAL PROVISIONS ADDENDUM**

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

### **8. Byrd Anti-Lobbying Amendment**

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

### **9. Procurement of Recovered Materials**

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

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

### **10. Additional FEMA Contract Provisions.**

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

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

## **FEDERAL PROVISIONS ADDENDUM**

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making audits, examinations, excerpts, and transcriptions.

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

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

**b. Changes.**

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

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

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

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

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

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

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

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

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

# EXHIBIT 1

## BYRD ANTI-LOBBYING CERTIFICATION

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

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

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

## EXHIBIT 1 - BYRD ANTI-LOBBYING CERTIFICATION

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

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

July 7, 2023

Mr. Al Cooley III  
Director of Public Works  
City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342

**Re: Letter of Agreement to Provide Professional Architectural and Engineering Services for the City of Pontiac, Sheriff Building Cooling Tower Replacement; 110 East Pike Street, Pontiac, MI Using the State of Michigan MiDeal Program**

Dear Mr. Cooley:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to you for providing Architectural and Engineering Services at the City of Pontiac (City) Sheriff Building 110 East Pike Street, Pontiac, MI for cooling tower replacement. As you are aware, the State of Michigan operates an extended purchasing program that allows cities to buy goods and services from State contracts. This program has been authorized by the Michigan legislature since 1984. Members of the MiDEAL program benefit directly from the reduced cost of goods and services and indirectly by eliminating the time needed to process bids. DLZ has been selected by the State for design and construction services through the MiDEAL program under Contract No. 00876. We are very proud of our record of service as it relates to cost and performance on the assignments that we have undertaken.

## DESCRIPTION OF THE PROJECT

It is understood that the City would like to proceed with professional architecture and engineering design services associated with Capital Improvements, including the following scope of work:

### 1) HVAC Improvements:

- a. Installation of a new roof mounted cooling tower (owner prepurchase).
- b. Decommission cooling tower and abandon in place; blank-off and seal louvers.
- c. Alternate: Removal of existing cooling tower (enclosure to remain) including removal of louvers and infilling opening.
- d. Replacement of condenser water piping back to mechanical equipment room (basement).
- e. Replacement of condenser water pumps; replacement is dependent on operating characteristics of new cooling tower.
- f. Associated structural and electrical modifications for equipment replacements.

## SCOPE OF SERVICES

The City has selected DLZ as one of its preferred vendors for Engineering Services. Services will be performed utilizing DLZ's ISID MiDEAL Agreement #00876, dated April 16, 2021. Under this contract, DLZ will be assigned the oversight and management of multiple departmental activities as a supplement to the existing staff. The initial scope of work, as identified below, is expected to include activities within Phase 100-700 of the MiDEAL contract.

Per our discussion, it is our understanding that the City is seeking architectural and engineering services for the City of Pontiac Sheriff Building Cooling Tower Replacement. The proposed services include, at a minimum, the following:

4494 Elizabeth Lake Rd, Waterford Township, MI 48328 | OFFICE 248.681.7800 | ONLINE WWW.DLZ.COM



**1) Data Collection**

- a. Meet with City representatives on site to discuss project goals and priorities and to determine minimum criteria for each space.
- b. Each design discipline to make one (1) site visit and field verify existing building systems that may be impacted by the proposed scope of work.
- c. Field measure portions of the existing building to field verify critical dimensions and information within the original building drawings.
- d. Develop a base model to be used as a background for project development.

**2) Design Development**

- a) Prepare preliminary engineering drawings including structural, mechanical, and electrical plans.
- b) Perform engineering calculations to validate appropriate equipment selection and system design.
- c) Provide cut sheets for preliminary material and product selections.
- d) Perform structural analysis and design (as required) to strengthen the existing concrete structure for support of the new cooling tower.
- e) Conduct a design review meeting with City representatives for design approval prior to proceeding with the subsequent design phase.
- f) Prepare Opinion of Probable Construction Costs based upon design development documents.

**3) Construction Documents**

- a) Prepare Construction Documents to include final structural, mechanical, and electrical drawings.
- b) Prepare Project Manual including Division 00-01 General Conditions and Division 02-33 Technical Specifications.
- c) Construction Documents shall be prepared as a single bid package for a single prime contractor as required for a public bid process.
- d) Update Opinion of Probable Construction Costs based upon final design documents.
- e) Submit Construction Documents to local authority having jurisdiction (AHJ) for review. Application fee to be billed as a direct reimbursable expense (not included in below fee).

**4) Bidding**

- a) Conduct a pre-bid meeting on-site for prospective bidders to review the scope of work.
- b) Prepare an Advertisement of Bid for public publication.
- c) Distribute PDF format Contract Documents for access by prospective Bidders.
- d) Respond to Bidder's Requests for Information (RFI's) during Bidding phase, in the form of an Addendum.
- e) Assist the City during the opening of Bids.
- f) Review bids received and provide a recommendation letter for Award of Construction Contract.

**5) Construction Administration**

- a) Conduct a pre-construction meeting to outline roles, responsibilities, and lines of communications.
  - b) Review shop drawings and submittals related to the design.
  - c) Respond to Contractor's Request for Information (RFI's) during construction.
-

- d) Perform site visits an average of bi-weekly to review construction progress and overall conformance with the Contract Documents. Conduct two (2) site visits during construction activity; prepare field observation reports for each site visit.
- e) Conduct progress meetings and prepare meeting minutes; average of one meeting per month, up to four (4) progress meetings are anticipated.
- f) Review Contractor Payment Applications and make recommendations for payment.
- g) Perform one Substantial Completion walk-through and one Final Completion walk-through.
- h) Review Contractor's Project Closeout documents including review of O&M Manuals, Warranties, and Contractor's "As-Built" Record Drawings.

### OPTIONAL/ADDITIONAL SERVICES

The items listed below are NOT included in the fee and may be added as required or requested:

- 1) Professional Services beyond those defined in the Scope of Services.
- 2) Preparation of Record Documents (As-Built Drawings to be provided by Contractor).
- 3) Environmental Services.
- 4) Detailed cost estimating. A construction manager or independent cost estimator may be engaged as an additional service if detailed cost estimating is necessary.
- 5) LEED Certification and/or specialized sustainable design features.
- 6) Preparation of applications and paperwork for utility rebates.
- 7) Additional meetings or site visits, beyond the quantity identified in the Scope of Services.
- 8) GPR, material testing, or destructive testing to determine existing structural reinforcing or material properties.
- 9) Extensive measurement for the purpose of determining as-built conditions and geometry.
- 10) Structural analysis/design for the purpose of checking or bringing the existing structural system up to current code except within the vicinity of the new cooling tower.

### ADDITIONAL INFORMATION

- 1) Services will be consistent with those customarily performed for similar projects of this nature, as defined by DLZ's ISID MiDEAL Agreement #00876.
  - 2) Correspondence and documentation shall utilize standard AIA documents and/or DLZ format. Deliverables will be provided electronically in a .pdf file format.
  - 3) Documented conditions are only valid at locations observed. DLZ makes no representation concerning conditions unless stated in writing.
  - 4) The City shall provide a copy of all applicable documents related to the building including existing drawings, previous reports, and maintenance records.
  - 5) Plan review fees are not included as they are indeterminate at this time. If DLZ is required to pay plan review fee(s), they shall be reimbursed by the City as a direct expense.
  - 6) The City shall provide assistance from facilities maintenance staff as needed to access and verify existing conditions, including any ladders or lifts required to access elevated portions of the building.
  - 7) DLZ is not responsible for Contractor's safety compliance; jobsite safety will be solely the Contractor's responsibility.
-

- 8) We assume the project will require mobilization twice (not multiple phases of construction); once for installation of the new cooling tower (independent of season) and once for piping replacement and tower switchover (work not to be completed during cooling season). We assume the project can be completed within 5 weeks after first mobilization and 7 weeks after second mobilization. If required, additional site visits will be documented and invoiced at an hourly rate.

## SCHEDULE

For services as described herein, DLZ is prepared to start this project immediately upon receipt of a signed Agreement. The following preliminary schedule has been developed as a general guideline; actual durations and dates may vary as the project develops:

Task	Duration	Anticipated Completion Date
1. Notice to Proceed	-	Anticipated +/- July 21, 2023
2. Data Collection	+/- 2 weeks	+/- August 4, 2023
3. Design Development / Prepurchase Package 100%	+/- 3 weeks	+/- August 25, 2023
4. Owner Review	+/- 1 week	+/- September 1, 2023
5. 90% Construction Documents	+/- 2 weeks	+/- September 15, 2023
6. Owner Review	+/- 1 week	+/- September 22, 2023
7. 100% Construction Documents	+/- 1 week	+/- September 29, 2023
8. Bidding & Award	+/- 3 weeks	+/- October 20, 2023
9a. Construction Administration 1 <sup>st</sup> Mobilization	+/- 5 weeks	+/- November 24, 2023
9b. Construction Administration 2 <sup>nd</sup> Mobilization	+/- 7 weeks	+/- January 12, 2024
10. Final Completion and Project Closeout	+/- 3 weeks	+/- February 2, 2024

## SERVICE FEE

For professional design services described herein, DLZ proposes a lump sum fee in the amount of \$55,000. Payment will be made monthly in proportion to services completed during the billing period. The Terms and Conditions of DTMB ISID MiDeal Contract #00876, dated April 16, 2021, are incorporated here into and made a part of this Work Order Proposal. Additional Services not included herein may be performed on an hourly-rate basis with authorization from the CITY. If authorized, Additional Services shall be invoiced using the Standard Rate Schedule of ISID MiDEAL Contract #00876, per Exhibit A.

Services under this agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, CITY will pay DLZ for all services and reimbursable expenses rendered to the date of termination. If you approve and accept this Proposal, please sign, date, and return one copy of this Proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.

DLZ appreciates the consideration for the proposed professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Shannon Filarecki, P.E. at (248) 681-7800.



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

City of Pontiac  
Building Department  
July 7, 2023  
Page 5 of 5

## CLOSING

We trust the enclosed Letter of Agreement satisfactorily sets forth your understanding of Professional Services required for this project. Upon review and approval, please sign, date and return one copy to our office; thank you again for this opportunity. Should you have any questions or need any additional information, please do not hesitate to contact our office.

Very truly yours,  
**DLZ Michigan, Inc.**

**AGREED AND ACCEPTED**  
**City of Pontiac, Michigan**

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Manoj Sethi, P.E.  
President

Enclosures:  
Exhibit A: Standard Rate Schedule of ISID Contract #00876

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**#7**

# **RESOLUTION**



## CITY OF PONTIAC

### OFFICIAL MEMORANDUM

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**TO:** Honorable City Council President and City Council

**FROM:** Alexandra Borngesser, Director, Grants and Philanthropy,

**DATE:** September 5, 2023

**RE:** Resolution to authorize Mayor Tim Greimel to execute the agreement between The City of Pontiac and the MI Department of Environment, Great Lakes, and Energy for the EGLE High Water Grant award in the amount of \$1,500,000

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The City of Pontiac has been awarded \$1,500,000 from the MI Department of Environment, Great Lakes, and Energy through the EGLE High Water Infrastructure Grant Program. The grant award supports the "Pontiac Storm Water Project." The grant award requires a 25% match and matching funds have been identified from within the City's FY 2023-24 budget.

The City of Pontiac currently has 8,571 Catch Basins, 5,392 Manholes, 21 Overflow Structures, 148 Outfalls, and 245.73 Miles of Storm Sewers (228.84 Miles of Roads) that are 4 inches to 9 feet in diameter. The systems are roughly 100 years old and many have not been inspected for that same length of time.

The City of Pontiac storm drain system is an old system with many of the trunk storm drains having been constructed in the early 1900's. Due to the age of the storm drain system, coupled with the impact of climate change and the subsequent severe weather, the City has experienced numerous problems including, flooding from sedimentation & capacity deficiencies and storm drain structural failure causing street pavement failure. Additionally, many of the trunk sewers in the City were formerly combined sewers and/or downstream of known industrial contaminated sites. It is likely that these storm drains have not been properly cleaned and contain biological or industrial contamination in the pipe sediment. This sediment ultimately discharges to the streams and lakes of the state. With the aforementioned in mind, the City must evaluate and identify storm and sanitary sewer pipes that require rehabilitation, determine the most cost-effective intervention, and prepare capital improvement plan to address the repairs required.

This project is an imperative investment to drive the most value and efficacy from limited financial resources by inspecting and repairing storm drains prior to imminent failure which is much more cost effective than making emergency repairs to storm drains, adjacent utilities, and roadways. Moreover, improved reliability in storm water drainage can help support future economic development in the City and is the first step in addressing environmental inequities that come from infrastructure failures.



## **CITY OF PONTIAC CITY COUNCIL**

**Resolution to authorize Mayor Tim Greimel to execute the agreement between The City of Pontiac and the MI Department of Environment, Great Lakes, and Energy (EGLE) for the EGLE High Water Infrastructure Grant award in the amount of \$1,500,000**

**WHEREAS**, the City of Pontiac has been awarded \$1,500,000 from Michigan Department of Environment, Great Lakes, and Energy Water Resources Division State High Water Infrastructure Grant Program in the amount of \$1,500,000; and,

**WHEREAS**, the grant program requires that the City of Pontiac certify compliance with all Grant Program requirements, including commitment to long-term maintenance and all project cost overruns.

**WHEREAS**, the Pontiac City Council approved the application for this grant program by way of formal grant agreement on November 15, 2022

**WHEREAS**, the grant program requires a minimum of 20 percent matching funds.

**THEREFORE, BE IT RESOLVED** that the Pontiac City Council hereby authorizes the Mayor to execute the agreement between The City of Pontiac and the MI Department of Environment, Great Lakes, and Energy for the EGLE High Water Grant award in the amount of \$1,500,000



**STATE HIGH WATER INFRASTRUCTURE GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND THE  
CITY OF PONTIAC**

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy, Water Resources Division (State), and the City of Pontiac (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Section 1006 of Public Act 87 of 2021. Legislative appropriation of funds for grant assistance is set forth in Public Act 166 of 2022. This Agreement is subject to the terms and conditions specified herein.

**PROJECT INFORMATION:**

Project Name: Pontiac Storm Water Project

Project #: 2023-SHWI-002

Amount of Grant: \$1,500,000

% of Grant State 100 / % of Grant Federal 0

Amount of Match: \$375,000 = 25%

PROJECT TOTAL: \$1,875,000 (grant plus match)

Start Date: 7/1/2023

End Date: 6/30/2024

**GRANTEE CONTACT INFORMATION:**

Name/Title: Alexandra Borngesser, Director of Grants and Philanthropy

Organization: City of Pontiac

Address: 47450 Woodward Ave.

City, State and ZIP: Pontiac, Michigan 48342

Phone Number: 248-758-3327

Fax Number: N/A

Email Address: [aborngesser@pontiac.mi.us](mailto:aborngesser@pontiac.mi.us)

Federal ID Number (Required for Federal Funding): 38-6005034

Grantee DUNS/UEI Number (Required for Federal Funding): ECYJEM17LPN1

SIGMA Vendor Number: CV0048137



**STATE CONTACT INFORMATION:**

Name/Title: Emily Kirkpatrick, Coastal Hazards Coordinator

Division: Coastal Management Program Unit, Water Resources Division

Address: P.O. Box 30458

City, State and ZIP: Lansing, Michigan 48909-7958

Phone Number: 517-290-5476

Fax Number: 517-241-9003

Email Address: KirkpatrickE@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

---

Signature

Timothy Greimel, Mayor

Date

**FOR THE STATE:**

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Signature

Teresa Seidel, Director  
Water Resources Division

Date

## I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the start date until the end date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the start date and the end date specified on page 1. Expenditures made by the Grantee prior to the start date or after the end date of this Agreement are not eligible for payment under this Agreement.

## III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without prior approval by the State.

## IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	To be determined*

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee.

If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, proof of payment, etc.) for all expenses must be itemized and included with the report submitted by the respective Grantee Contact specifying the amount of reimbursement being requested for the respective reporting period.

(B) The Grantee shall provide the final grant quarter report in a format prescribed by the State and specified in Appendix A. The Grantee shall submit the final quarter report, including all supporting documentation for expenses within 30 days from the end date of this Agreement.

(C) The Grantee must provide all work products and deliverables in accordance with Appendix A.

(D) All work products shall acknowledge that the grant was supported in whole or in part by the State per the guidelines provided by the State.

(E) If 30 percent or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of this Agreement.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NONDISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*; and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate, the Grantee shall comply with Title 18 of the United States Code (U.S.C.), Section 1913, Lobbying with Appropriated Moneys, commonly known as the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, Lobbyists, Lobbying Agents, and Lobbying Activities, 1978 PA 472, as amended, specifically MCL 4.415(2), which states "Lobbying means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment and suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that its agents and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR, Part 1185, Governmentwide Debarment and Suspension (Nonprocurement); violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

## **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

## **XVI. INSURANCE**

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

(F) An amount equal to 15 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

(G) The Grantee is committed to the match percentage on page 1 of this Agreement in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the end date on page 1 of this Agreement.

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by state law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days' written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State, and the State will no longer be liable to pay the Grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days' written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of this Agreement, the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder or other applicable law or rules.

- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
  - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
  - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
  - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract.
  - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
  - c. Convicted under state or federal antitrust statutes.
  - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
  - e. Added to the federal or state suspension and debarment list.

(B) If the grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN ECONOMIC SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

## **XXIII. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

## **XXIV. PREVAILING WAGE**

This project is subject to the Davis-Bacon Act of 1931, as amended, 40 U.S.C., Section 276a, *et seq.*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or works.



## XXV. PROGRAM GENERAL PROVISIONS

(A) Extensions. In accordance with Section III, Changes, of this Agreement, the Grantee shall submit to the State for review and approval written change requests no less than 90 days prior to the end date of this Agreement. The Grantee shall provide justification for the extension and the requested new end date of the Agreement.

(B) The Grantee shall ensure that any field work conducted for this project, including construction activities; surveys; or educational, training, or volunteer programs or activities, will be conducted in accordance with appropriate, federal, state, and local laws and will follow recognized best practices and take the necessary steps to minimize the risk of spreading terrestrial and aquatic invasive species and minimize the impact to the human environment during this project. The Grantee's selection of project-appropriate measures is required to take into consideration the type of work being conducted and the specific site situation, including the changes in risk level according to season and weather.

(C) All work products must include the State's logo and have acknowledgement to the financial assistance provided by the State High Water Infrastructure Grant Program, authorized under Section 1006 of Public Act 87 of 2021.

(D) For construction projects, the Grantee agrees that any construction project will be properly and efficiently administered, operated, and maintained for the purpose authorized by this Agreement and in accordance with the provisions of the award for its estimated useful life.

(E) The Grantee is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.

(F) For construction projects, the Grantee shall acquire all federal, state, and local required permits prior to any earth movement can commence on any aspects of the construction project.

(G) For projects installing signs, signage must include grant acknowledgment that the project is being funded under the State High Water Infrastructure Grant Program from the State as authorized under Section 1006 of Public Act 87 of 2021.

(H) The Grantee shall submit quarterly progress and financial reports as specified in Section XVIII, Compensation, of this Agreement and reimbursements shall be based on costs-incurred and paid by the end date of the respective reporting period. The Grantee shall provide the following to the State when submitting quarterly reports:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice for the respective reporting period.
- (2) Corresponding narrative quarterly progress and financial status report as provided by the State.
- (3) PDF copies of supporting documentation that correspond to the reimbursement request and match earned for the respective reporting period.
- (4) Proof of Payment. The Grantee must provide proof of payment for expenses incurred and paid upon request by the State.

(I) The Grantee shall submit to the State the final quarter report no later than 30 days past the end date of this Agreement. The final quarter report shall include:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice for the respective reporting period, including a statement of final close-out of all tasks, completion, and submittal of work products as outlined in Appendix A and the final reimbursement request.
- (2) A Final Project Narrative as provided by the State.
- (3) Corresponding narrative progress and financial status report as provided by the State.
- (4) PDF copies of supporting documentation that correspond to the final reimbursement request and match earned for the grant close-out.
- (5) If the project involved construction, submit a set of high-quality color photographs depicting the before and after project construction, including photograph of signage, as appropriate.

If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at [EGLE-NondiscriminationCC@Michigan.gov](mailto:EGLE-NondiscriminationCC@Michigan.gov) or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

## Appendix A: Project Specifications

### Section 1 - Project Description

To re-establish the full transport capacity and collect the data necessary for a Capital Improvement Plan, the city of Pontiac will clean and inspect the trunk sewers within their storm sewer system. Due to the age of the city of Pontiac's storm sewer system, coupled with the impacts of climate change and subsequent severe weather, the city has experienced numerous problems. Issues include flooding from sedimentation, capacity deficiencies, and storm drain structural failure causing street pavement failure.

Project tasks include the preparation of bid documents and procurement of a construction contractor. Construction activities include mobilizing equipment, providing traffic control, and heavy duty cleaning of trunk storm drains. Removal and disposal of debris will be in accordance with EGLE standards. Additional tasks include CCTV inspection of cleaned storm drain and preparation of CCTV inspection logs and video files. Cleaning and inspection will cover approximately 4,836 feet of 84-inch diameter storm sewer, 1,991 linear feet of 72-inch diameter storm sewer, 1,235 feet of 66-inch diameter storm sewer, 2,552 feet of 54-inch diameter storm sewer, 1,286 feet of 42-inch diameter storm sewer, and 498 feet of 36-inch diameter storm sewer. The project also covers engineering construction phase services.

The final work product will be a summary report of findings and recommendations based on a review of the inspection logs and CCTV video files. The review will be conducted by a National Association of Sewer Service Companies Pipeline Assessment Certification Program (NASSCO PACP) engineer. The summary report will include verification that the storm drains have been cleaned satisfactorily, as well as recommendations for repair of structural defects, cross connections from sanitary sewer, offset/leaking pipe joints, etc.

### Section II - Project Tasks and Schedule

Tasks	Year			
	2023		2024	
	Quarter			
	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun
1. Prepare project bid documents.	X			
2. Complete bidding process and award contract.	X			
3. Clean storm drains and perform TV inspections. Remove and dispose of debris in accordance with EGLE standards.		X	X	
4. Perform construction phase services.		X	X	
5. Review of CCTV Inspection log and video files by NASSCO PACP engineer. Prepare Summary Report.			X	X
6. Submit Quarterly Reports with final work product to the designated State Contact.	X	X	X	X

**Section III - Project Budget**

See attached Project Budget Form.



Equipment (Any Item Over \$5,000)					
Itemized Equipment	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
<b>Equipment Subtotal</b>			\$ -	\$ -	\$ -

Travel					
Mileage	Miles	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Lodging	Nights	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Meals	Quantity	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Other Travel (Tolls, Parking, Etc.)	Quantity	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>Travel Subtotal</b>			\$ -	\$ -	\$ -

Other					
Description	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
<b>Other Subtotal</b>			\$ -	\$ -	\$ -

Project Subtotal			
	Grant Amount	Local Match Amount	Total
<b>Project Subtotal</b>	\$ 1,500,000.00	\$ 375,000.00	\$ 1,875,000.00

Indirect	
Indirect Approach	No Indirect Expenses Requested
Rate	0.00%
Indirect Subtotal	\$ - \$ - \$ -
What expense categories are included in the indirect calculation (e.g. salary and fringe, travel)?	

Grant and Match Budget			
Grant and Match Total	\$ 1,500,000.00	\$ 375,000.00	\$ 1,875,000.00
Project Percentage Split		25%	

Sources of Match				
Organization		Dollar Value Committed		
		In Kind	Cash	Total
City of Pontiac		\$ -	\$ 375,000.00	\$ 375,000.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>Subtotal</b>		\$ -	\$ 375,000.00	\$ 375,000.00
<b>Total Match Must Equal Local Match Amount in Budget Sheet Above</b>				\$ 375,000.00

If you need this information in an alternate format, call 800-662-9278 or contact: [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov)

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Michigan.gov/EGLE EQP9307 (Rev. 9/2022)

**#8**

# **RESOLUTION**



## CITY OF PONTIAC

### OFFICIAL MEMORANDUM

---

**TO:** Honorable City Council President and City Council

**FROM:** Alexandra Borngesser, Director of Grants & Philanthropy

**DATE:** September 5, 2023

**RE:** Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$1,500,000 to account 101-000-539.000-MIEGLE, and expenditures in the amount of \$1,500,000 to account 101-445-936.000-MIEGLE, \$75,000 to account 203-463-806.001-MIEGLE, \$200,000 to account 202-463-818.001-MIEGLE, and \$100,000 to account 101-447-818.001-MIEGLE.

---

The City of Pontiac has been awarded \$1,500,000 from the MI Department of Environment, Great Lakes, and Energy through the EGLE High Water Infrastructure Grant Program. The grant award supports the "Pontiac Storm Water Project." The grant award requires a 25% match and matching funds have been identified from within the City's FY 2023-24 budget. The acceptance of this award was approved by the Pontiac City Council by way of formal resolution. Budgets for the aforementioned grant awards and their corresponding accounts are below.

GL CODE Name	Account Type	GL Code	Budget Amount
State Grant	Revenue	101-000-539.000-MIEGLE	1,500,000
Services Sewer Maintenance	Expenditure	101-445-936.000-MIEGLE	1,500,000
Local Match	Expenditure	203-463-806.001-MIEGLE	75,000
Local Match	Expenditure	202-463-818.001-MIEGLE	200,000
Local Match	Expenditure	101-447-818.001-MIEGLE	100,000





**Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$1,500,000 to account 101-000-539.000-MIEGLE, and expenditures in the amount of \$1,500,000 to account 101-445-936.000-MIEGLE, \$75,000 to account 203-463-806.001-MIEGLE, \$200,000 to account 202-463-818.001-MIEGLE, and \$100,000 to account 101-447-818.001-MIEGLE.**

**WHEREAS**, the City of Pontiac has been awarded \$1,500,000 from Michigan Department of Environment, Great Lakes, and Energy Water Resources Division State High Water Infrastructure Grant Program in the amount of \$1,500,000; and,

**WHEREAS**, the grant program requires that the City of Pontiac certify compliance with all Grant Program requirements, including commitment to long-term maintenance and all project cost overruns.

**WHEREAS**, the Pontiac City Council authorized the execution of the grant agreement.

**WHEREAS**, the grant program requires a minimum of 20 percent matching funds.

**NOW THEREFORE**, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$1,500,000 to account 101-000-539.000-MIEGLE, and expenditures in the amount of \$1,500,000 to account 101-445-936.000-MIEGLE, \$75,000 to account 203-463-806.001-MIEGLE, \$200,000 to account 202-463-818.001-MIEGLE, and \$100,000 to account 101-447-818.001-MIEGLE.

**#9**

**RESOLUTION**



## CITY OF PONTIAC

### OFFICIAL MEMORANDUM

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**TO:** Honorable City Council President and City Council

**FROM:** Alexandra Borngesser, Director, Grants and Philanthropy,

**DATE:** September 5, 2023

**RE:** Authorization to execute the Michigan Indigent Defense Commission Fiscal Year 2024 Grant Agreement

---

The City of Pontiac has been awarded a total authorized budget of \$1,759,219.93 for the MIDC Fiscal Year (FY24) which runs October 1, 2023 to September 30, 2024. The State FY24 MIDC Grant Contribution is \$1,741,055.88; the local share contribution is \$18,164.05.

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). At this time, we are seeking authorization to execute the MIDC FY24 Grant Agreement.



## **CITY OF PONTIAC CITY COUNCIL**

### **Resolution to authorize Mayor Tim Greimel to execute the agreement between The City of Pontiac and MI Indigent Defense Commission for the grant award with a total budget of \$1,759,219.93**

**WHEREAS**, the Michigan Indigent Defense Commission (MIDC) has granted the City of Pontiac funding in the amount of \$1,741,055.88 for the period of October 1, 2023 through September 30, 2024.

**WHEREAS**, the total budget is \$1,759,219.93, which includes the required local share contribution of \$18,164.05.

**WHEREAS**, the FY24 grant award budget is \$1,146,462.12 more than the prior year award.

**WHEREAS**, the grant program provides funding to the 50<sup>th</sup> District Court for the purpose of continuing to bring indigent defense systems into compliance with the first four minimum indigent defense standards, MCL 780.993(6).

**WHEREAS**, the Michigan Indigent Defense Commission Act (MIDC Act), MCL 780.981, et al., requires local funding unites to take over the delivery of indigent defense systems, MCL 780.983(g) and MCL 780.993(10) as specified in standards 1-5.

**WHEREAS**, the City of Pontiac is the local funding unit for the 50<sup>th</sup> District Court.

**WHEREAS**, the MIDC Act requires the City of Pontiac to create and annual compliance plan and cost analysis required to deliver indigent defense services in compliance with the approved MIDC standards, MCL 780.993(3).

**WHEREAS**, the MIDC Act requires the MIDC to appropriate funds and provide grant monies to local funding unites for the costs in excess of the local share to continue to provide indigent defense services that comply with the minimum standards established by the MIDC, MCL 780.993(6).

**THEREFORE, BE IT RESOLVED** that the Pontiac City Council hereby authorizes the Mayor Tim Greimel to execute the agreement between The City of Pontiac and MI Indigent Defense Commission for the grant award with a total budget of \$1,759,219.93.

GRANT BETWEEN  
THE STATE OF MICHIGAN  
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)  
AND  
City of Pontiac

**GRANTEE/ADDRESS:**

Name: Khalfani Stephens  
Title: Deputy Director  
Address: 47450 Woodward Ave., Pontiac, MI 48342  
Phone: (248) 758-3322

**GRANTOR/ADDRESS:**

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
611 W. Ottawa St.  
Lansing, MI 48933  
(517) 657-3060

**GRANT PERIOD:**

From: 10/01/2023 to 09/30/2024

**TOTAL AUTHORIZED BUDGET: \$1,759,219.93**

State Grant Contribution:	\$1,741,055.88
Local Share Contribution:	\$18,164.05

**ACCOUNTING DETAIL:** Accounting Template No.: 6411113T032

**SIGMA Vendor Code:** CV0048137

## **GRANT**

This is Grant # E20240038-00 between the Michigan Indigent Defense Commission (Grantor), and City of Pontiac (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### **1.0 Statement of Purpose**

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

### **1.1 Definitions**

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

## **1.2 Statement of Work**

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically all approved MIDC Standards. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

## **1.3 Detailed Budget**

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
  - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
  - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

#### 1.4 Payment Schedule

The maximum amount of grant assistance approved is \$1,741,055.88 ( One Million Seven Hundred Forty One Thousand Fifty Five and 88/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2023, will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2024

25% disbursement – April 15, 2024

25% disbursement – July 15, 2024 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;



- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Invoices are to be provided by contract or non-employee Managed Assigned Counsel Administrators and for all contract attorneys providing direct service representation in the manner or rate in which the service is approved in the cost analysis for the indigent defense system, to track time in hourly increments where hourly rates are provided and provide specific details regarding the services performed for the billing period.

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

- Initial FSR and compliance report for 10/1/23 - 12/31/23 – January 31, 2024
- 2nd FSR and compliance report for 1/1/24 - 3/31/24 – April 30, 2024
- 3rd FSR and compliance report for 4/1/24 - 6/30/24 – July 31, 2024
- Final FSR and compliance report for 7/1/24 - 9/30/24 – October 31, 2024

## **1.5 Monitoring and Reporting Program Performance**

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with all approved MIDC Standards, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

## **PART II - GENERAL PROVISIONS**

### **2.1 Project Changes**

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

### **2.2 Delegation**

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

### **2.3 Program Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

### **2.4 Share-in-savings**

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

### **2.5 Purchase of Equipment**

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

### **2.6 Accounting**

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **2.7 Records Maintenance, Inspection, Examination, and Audit**

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

## **2.8 Competitive Bidding**

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

## **3.0 Liability**

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

## **3.1 Safety**

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.2 Indemnification**

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

### **3.3 Failure to Comply and Termination**

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by the Grantor, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

### **3.4 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

### **3.5 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.6 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.7 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

### **4.0 Certification Regarding Debarment**

Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

### **4.1 Illegal Influence**

Grantee certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of Grantee, 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 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.
- B. 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 grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. 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.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### **4.2 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

#### **4.3 Disclosure of Litigation, or Other Proceeding**

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

#### **4.4 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform its obligations under the Grant.

#### **4.5 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

#### **4.6 Grantee Relationship**

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

#### **4.7 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

#### **5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

## 5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature:

,

Date:

Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

Signature:

,

Date:

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
State of Michigan

Signature:

Representative: ,

Date:

Funding Unit: City of Pontiac

GRANT NO. E20240038-00



Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024  
Agency: City of Pontiac  
Application: Compliance Plan and Cost Analysis Renewal - FY 2024

8/30/2023

FOR OFFICE USE ONLY: Version # _____ APP # 220314							
	Line Item	Qty	Rate	Units	UOM	Total	State Grant
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Personnel</b>						
	<p>MIDC Executive  Notes : We are requesting the managed assigned counsel executive receive a 3% raise effective 10/1/23 in conjunction with the raises being applied to all city employees. The MIDC Executive duties and responsibilities will increase due to moving from a PD shift to an hourly rate for the assigned attorney work. The MIDC Executive double-checks invoices before sending them over for processing to the MACC. The MIDC executive utilizes her JIS access to verify the assigned attorney work before sending invoices to the MACC.</p> <p>The MIDC Executive will be scheduling 72 arraignment-only shifts. From those shifts, the MIDC Executive sends out appointments with contact information under the supervision of the MACC.</p> <p>The MIDC Executive is responsible for completing all Quarterly Reporting, and the Program Director is for the completing grant contracts each year. The MIDC Executive works with the court retrieving all information for Quarterly Reporting.  Attachment :  ZZZ_1_Ashley Johnson Salary BACKUP.pdf</p>	1.0000	35.174	2080.000		73,161.92	73,161.92
<b>2</b>	<b>Fringe Benefits</b>						
	<p>Medical Opt Out  Notes : Insurance Medical Opt. Out Credit Computed Monthly at 40% Family Plan.  Attachment :  ZZZ_1_D50 Healthcare.xlsx</p>	0.0000	100.000	8314.000		8,314.00	8,314.00
	Employer FICA	0.0000	7.650	73391.000		5,614.41	5,614.41
	<p>Workmens Compensation  Notes : FY24 Based on 3% increase.</p>	0.0000	0.180	73391.000		132.10	132.10
	MERS CONTRIBUTION						

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024  
Agency: City of Pontiac  
Application: Compliance Plan and Cost Analysis Renewal - FY 2024

8/30/2023

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Notes : Eligible full-time, non-union employees who are not members of the GERS defined benefit plan are able to participate in the City's deferred compensation plan. For the entire fiscal year, the City will contribute \$2,359.50. Attachment : ZZZ_4_Scan2023-04-18_182134.pdf	0.0000	100.000	2359.500		2,359.50	2,359.50
<b>Total for Fringe Benefits</b>					16,420.01	16,420.01
<b>Total Program Expenses</b>					89,581.93	89,581.93
<b>Contractual</b>						
<b>1 Contracts for Attorneys</b>						
Managed Assigned Counsel Administration Notes : The MACC reviews the dockets weekly to determine which cases need a PD. The MACC sends the completed docket to the MIDC Executive to send out appointments and contact information. The MACC oversees the appointments being made by the MIDC Executive. Each of the three Judges has roughly 10 to 14 cases each day that need an attorney appointed. The MACC is processing an individual invoice for each appointment as well as the initial interview.	1.0000	120.000	500.000	HRS	60,000.00	60,000.00
Assigned Counsel Notes : We arrived at our anticipated caseload by the previous year's new misdemeanor case filings number. As we are moving out the pandemic we made a modest increase to our anticipated caseload. The number reported to the SCAO for 2022 was 3,444. We are using the MIDC recommended case average of 5.3 at an hourly rate of \$120. Attachment : AC_2_Pontiac Calculation Form.xlsx	3250.0000	120.000	4.000	HRS	1,560,000.00	1,560,000.00
Arraignment Shift Notes : Please see the attached backups for the assigned counsel and arraignment shifts.  Two of the three Judge's will conduct six arraignment only	72.0000	360.000	1.000		25,920.00	25,920.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024  
Agency: City of Pontiac  
Application: Compliance Plan and Cost Analysis Renewal - FY 2024

8/30/2023

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	shifts a month. There is an anticipated 72 shifts at a shift rate of \$360. Attachment : ZZZ_3_D50 Calculation Form (1).xlsx						
<b>Total for Contracts for Attorneys</b>						1,645,920.00	1,645,920.00
<b>2</b>	<b>Contracts for Experts and Investigators</b>						
	Experts  Notes : To date we have not received any requests. District Courts of the 3rd class are considered Tier 1. As such, it seems appropriate to use the expenditures suggested to us by our MIDC representative which was an allocation of \$7,000 for experts and \$3,000 for investigators.	1.0000	7000.000	1.000	MIDC	7,000.00	7,000.00
	Investigators	1.0000	100.000	30.000	HRS	3,000.00	3,000.00
<b>Total for Contracts for Experts and Investigators</b>						10,000.00	10,000.00
<b>3</b>	<b>Contracts for Construction</b>						
<b>4</b>	<b>Contracts Other</b>						
	Data Collection	2.0000	100.000	12.000		2,400.00	2,400.00
<b>Total Contractual</b>						1,658,320.00	1,658,320.00
<b>Other Expenses</b>							
<b>1</b>	<b>Equipment</b>						
<b>2</b>	<b>Training/Travel</b>						
	NAPD Membership	29.0000	40.000	1.000		1,160.00	1,160.00
<b>3</b>	<b>Supplies/Services</b>						
	Office Supplies	1.0000	1200.000	0.000		1,200.00	1,200.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2024  
Agency: City of Pontiac  
Application: Compliance Plan and Cost Analysis Renewal - FY 2024

8/30/2023

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
Total Other Expenses						2,360.00	2,360.00
TOTAL DIRECT EXPENSES						1,750,261.93	1,750,261.93
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	De Minimis Rate – up to 10%-Recoup Expense for Personnel	0.0000	10.000	89581.930		8,958.00	8,958.00
Total Indirect Costs						8,958.00	8,958.00
TOTAL INDIRECT EXPENSES						8,958.00	8,958.00
TOTAL EXPENDITURES						1,759,219.93	1,759,219.93

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2024  
Agency: City of Pontiac  
Application: Compliance Plan and Cost Analysis Renewal - FY 2024

8/30/2023

	Category	Total	State Grant	Narrative
<b>DIRECT EXPENSES</b>				
<b>Program Expenses</b>				
1	Personnel	73,161.92	73,161.92	<p>We are requesting the managed assigned counsel executive receive a 3% raise effective 10/1/23 in conjunction with the raises being applied to all city employees. The MIDC Executive is a fulltime employee for the City of Pontiac. The City of Pontiac provides a 401a 7% match. Fulltime employees opting out of health insurance receive an medical opt-out in addition to their salary.</p> <p>Please see the attached for the employee's MERS Retirement Contribution.</p>
2	Fringe Benefits	16,420.01	16,420.01	<p>FICA: Sum of total wages from Fringe Benefits section multiplied by .0765.</p> <p>Please see the attached for employee's medical opt-out.</p>
<b>Total Program Expenses</b>		<b>89,581.93</b>	<b>89,581.93</b>	
<b>Contractual</b>				
1	Contracts for Attorneys	1,645,920.00	1,645,920.00	<p>Please see the attached for the assigned counsel and arraignment shift calculation.</p> <p>D50 is moving from having PD shift rates to an hourly rate at \$120 an hour.</p> <p>The MACC reviews the dockets weekly to determine which cases need a PD and then sends the docket over to the MIDC Executive to make the appointment and send over the defendants contact information. The MACC pulls the docket one week ahead and individually appoints on each for each Judge. Each of the three Judges has roughly 10 to 14 cases each day that need an attorney appointed. The volume of invoices are anticipated to increase with hourly billing. The MACC is processing an individual invoices for each appointment as well as the initial interview invoices each week.</p>

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2024  
Agency: City of Pontiac  
Application: Compliance Plan and Cost Analysis Renewal - FY 2024

8/30/2023

	Category	Total	State Grant	Narrative
2	Contracts for Experts and Investigators	10,000.00	10,000.00	To date we have not had an expert or investigator request.
3	Contracts for Construction	0.00	0.00	
4	Contracts Other	2,400.00	2,400.00	We are looking into vendors Clio and ZLS software administration of the system. We are budgeting for year 1 using the administration side for data collection. As for year 2, we will incorporate attorneys into the budget.
<b>Total Contractual</b>		<b>1,658,320.00</b>	<b>1,658,320.00</b>	
<b>Other Expenses</b>				
1	Equipment	0.00	0.00	
2	Training/Travel	1,160.00	1,160.00	We have 29 attorneys that we will provide the NAPD membership for.
3	Supplies/Services	1,200.00	1,200.00	For the purchase of toner, folders, pens, note pads, calendars, planners, pens, and any other supplies that the MIDC Executive may need. It is a requirement for the City of Pontiac to have paper vouchers for processing. The cost for toner is \$141.99 for a double black toner pack and between \$72.49 - \$96.49 per toner cartridge.
<b>Total Other Expenses</b>		<b>2,360.00</b>	<b>2,360.00</b>	
<b>TOTAL DIRECT EXPENSES</b>		<b>1,750,261.93</b>	<b>1,750,261.93</b>	
<b>INDIRECT EXPENSES</b>				
<b>Indirect Costs</b>				
1	Indirect Costs	8,958.00	8,958.00	The City of Pontiac is requesting the standard indirect costs up to 10%.
<b>Total Indirect Costs</b>		<b>8,958.00</b>	<b>8,958.00</b>	
<b>TOTAL INDIRECT EXPENSES</b>		<b>8,958.00</b>	<b>8,958.00</b>	
<b>TOTAL EXPENDITURES</b>		<b>1,759,219.93</b>	<b>1,759,219.93</b>	

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2024  
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8/30/2023

Source of Funds

	Category	Total	State Grant	Local Share	Other Funding Sources	Narrative
1	Source of Funds					
	State Grant Contribution	1,741,055.88	1,741,055.88	0.00	0.00	
	Local Share Contribution	18,164.05	0.00	18,164.05	0.00	
	Program Revenue	0.00	0.00	0.00	0.00	
	Previous Year Unspent Funds	0.00	0.00	0.00	0.00	
	<b>Total Source of Funds</b>	1,759,219.93	1,741,055.88	18,164.05	0.00	
	<b>Totals</b>	1,759,219.93	1,741,055.88	18,164.05	0.00	

List Of Attachments for Compliance Plan and Cost Analysis Renewal - FY 2024  
Agency: City of Pontiac  
Application: Compliance Plan and Cost Analysis Renewal - FY 2024

8/30/2023

## Attachments Index

FOR OFFICE USE ONLY:	Version # _____	APP # 220314
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#	Section	Title	File Name
1	Cost Analysis Detail	MIDC Executive	<u><a href="#">ZZZ_1_Ashley Johnson Salary BACKUP.pdf</a></u>
2	Cost Analysis Detail	Medical Opt Out	<u><a href="#">ZZZ_1_D50 Healthcare.xlsx</a></u>
3	Cost Analysis Detail	MERS CONTRIBUTION	<u><a href="#">ZZZ_4_Scan2023-04-18_182134.pdf</a></u>
4	Cost Analysis Detail	Assigned Counsel	<u><a href="#">AC_2_Pontiac Calculation Form.xlsx</a></u>
5	Cost Analysis Detail	Arraignment Shift	<u><a href="#">ZZZ_3_D50 Calculation Form (1).xlsx</a></u>



**#10**

# **DISCUSSION**



**TO:** City Council

**FROM:** Mark Yandrick, Planning Manager

**DATE:** August 31, 2023

**RE:** ZMA 23-009: 1075 E Walton Blvd. (VOIDED UNNECESSARY)

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The Clerk's Office provided a resolution (18-31) to the Planning Division yesterday, August 30<sup>th</sup>. This resolution (attached) describes the City Council approval that rezoned the same four (4) properties in 2018. The 2023 Zoning Map Amendment is unnecessary and does not need City Council approval.

The City does not have good records, if at all, from previous administrations and staff. Staff is in the final touches of preparing an updated zoning map for review by Planning Commission and adoption by City Council with all of the records we have.

In order to prevent this from continuing in the Planning Division, I want to highlight the policies in place that we have sound planning and zoning records management moving forward. What is in paragraphs are when this was implemented or planned to be implemented.

1. *All Planning, and Zoning cases, including rezonings, are in the BS&A Program (January 2019)*
2. *All applicants with a case before Council, Board and Commission gets a decision letter on City letterhead immediately after the meeting and put into the record (December 2022)*
3. *All applications (Planning and Zoning) are compiled into one PDF after the decision with all relevant application material, staff reports, review letters and decisions. This is named in a common naming structure of Application #\_Address (Application Type) This is done by the Planner who manages the case. Carla Cade can assist as a backup with this process. PDFs are stored in Planning Folder on Windows (Jan 2023) and also attached into BS&A (May 2023)*
4. *The Zoning Map will be updated in GIS by the Planning Department after the Zoning Map Amendment is enacted 10 days after any City Council Approval (April 2023)*
5. *Staff is sending email summaries to applicants after pre-application and other related Planning meetings and phone calls with applicants (Jan. 2023)*
6. *Conditional Rezonings, Variances and Special Exceptions will be compiled in easy GIS Layers (Conditional Rezonings Completed, Variances and Special Exceptions, for which the City has records, will be complete by the end of the year)*

## Resolution of the Pontiac City Council



18-31      **Resolution for a Zoning Map Amendment for PF 17-25 parcel #64-14-378-012. (1023 E. Walton Blvd.)** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Whereas, the City has received an application for a Zoning Map Amendment for 1023 E. Walton, identified as parcel (64-14-10-378-012) from Bloomfield Alliance LLC. The applicant's petition is for rezoning of four parcels adjacent and the land area of the petition (PF 17-25) that includes parcels (64-14-10-378-012/013/018/019).

Whereas, the Planning Department has reviewed the applicants rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance. The Planning Department has determined the aforementioned request and proposed intended use of the property to comply with the City of Pontiac Zoning Ordinance.

Whereas, In accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 as it relates to Zoning Map Amendments. The Zoning Map Amendment request has undergone the required: technical Review, public Hearing, and Planning Commission recommendation.

Whereas, on December 6, 2017, a public hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request for 1023 E. Walton approving the change from the current R-1 One Family Dwelling District zoning to C-1 Local Business.

Now Therefore, Be It Resolved, that the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment (PF 17-25) request for 1023 E. Walton, to amending the current zoning from R-1 One Family Dwelling District zoning to C-1 Local Business.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Williams, Woodward, and Carter

No: None

**Resolution Passed.**

I, Sheila R. Grandison, Acting City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on January 25, 2018.

  
SHEILA R. GRANDISON, Acting City Clerk

