



CITY COUNCIL ACTION REPORT

February 14, 2012

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Mark Miller, Director of Economic & Community Development
Susan A. Leirstein, Purchasing Director
Steven J. Vandette, City Engineer

SUBJECT: Agenda Item – Approval of MDOT Subcontract with Tooles/Clark for Construction Manager at Risk Services for the Troy Multi-Modal Transit Facility

Recommendation:

Staff has completed its review of the Construction Manager at Risk (CMR) proposals for the Troy Multi-Modal Transit Facility in accordance with the Qualifications Based Selection process for this service. The team of Tooles/Clark has been determined by the Purchasing Department to be the highest rated CMR team for the project.

Attached for City Council consideration is a Michigan Department of Transportation (MDOT) subcontract with Tooles Contracting Group LLC/ Clark Construction Company (Tooles/Clark), 500 Griswold Street, Suite 1620, Detroit, Michigan, 48226 for the purpose of fixing the rights and obligations of each party for CMR services for the Troy Multi-Modal Transit Facility at a cost not to exceed \$648,731.00. This cost is within the budget amount established for this service. City staff discussed and met with Tooles/Clark on three separate occasions to review the new project scope and develop an efficient project schedule. This CMR cost was significantly reduced as a result of these negotiations.

Should City Council approve this MDOT subcontract by adopting the suggested resolution, the resolution directs the Mayor and City Clerk to execute the agreement after the contractor has submitted the proper contract and bid documents, including bonds, insurance certificates and all specified requirements and after MDOT approval is received.

Background:

City Administration was authorized by MDOT to advertise for Construction Manager at Risk Services for the Troy Multi-Modal Transit Facility under the MDOT Capital Agreement approved by City Council on September 12, 2011.

The services requested are to be completed in phases, including but not limited to:

- Pre-Construction Phase – March 2012 through July, 2012
- Construction Phase – August 2012 to September 2013
- Close Out – September 2013 to December, 2013 (time extension request to January 2014 has received preliminary MDOT and FRA approval)

The CMR services are eligible for reimbursement with federal funds pursuant to the abovementioned MDOT Capital Agreement. The selection process followed the "Brooks Act" provisions contained in federal Public Law 92-582. The Brooks Act requires a Qualifications Based Selection (QBS) process in which consultants are rated on pre-determined experience and qualification criteria, with the top ranked consultant(s) moving on to the next phase.

Proposals were received from three (3) companies on January 11, 2012. A six (6) person review committee, consisting of the Director of Economic & Community Development, City Engineer, Deputy City Engineer, Planning Director, Building Official and MDOT Rail Operating Programs Manager reviewed and rated the consultants based on each firm's understanding of the project, past experience with similar projects, experience of proposed team members and other pertinent items.

Based on the review of the proposals, the review committee ranked Tooles/Clark as the top CMR, using the qualifications based selection process. After determining the highest rated firm the Tooles/Clark sealed price proposal was opened. Since the price proposal was based on the original \$8,485,212 project, a revised price proposal was needed. Under the Brooks Act, the City was authorized to negotiate with the highest rated firm, and therefore was able to obtain a new price proposal based on the January 17, 2012 change to the project, capping it \$6,271,250. City Administration continued to negotiate with Tooles/Clark from January 30 to February 13, 2012, which resulted in reductions to the price proposal and a final cost that is within budget and acceptable to the City.

This agreement and the pricing must be approved by MDOT after City Council approval and prior to execution of the agreement by the City or Tooles/Clark.

Financial Considerations:

City Council approved MDOT Contract No. 2011-0231, by Resolution #2011-09-210, on September 12, 2011. This approval obligated \$8,485,212 in federal funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA) pursuant to the FRA's High-Speed Intercity Passenger Rail program (HSIPR). The revised \$6,271,250 project approved by City Council on January 17, 2012 continues to be fully covered by the federal ARRA funds that were previously obligated. As long as the project is not abandoned, there is no cost to the City of Troy.

Under this Agreement, Pre-Construction phase services are to be provided at a not to exceed price of \$34,563. Construction Phase services are to be provided at a not to exceed price of \$439,168 plus not to exceed \$175,000 for the Construction Manager's overhead and profit. The price for all CMR services is not to exceed \$648,731.

The agreement is based on estimated costs, as is standard with all MDOT agreements, since these agreements are prepared before actual costs are known. FRA will pay only those costs actually incurred within the parameters of the agreement, which may be less than \$6,271,250. The FRA will retain any amounts over the actual expenditures for the project.

Legal Considerations:

The Agreement is based on standard MDOT contract language, similar to the MDOT contract approved by City Council for the Architect/Engineering services.

MDOT will review and approve the CMR selection process used by the City along with the subcontract and derivation of costs.

There is significant federal and state oversight of the project due to the obligation of the federal funds. Monthly reports providing employment information are required throughout the life of the project. Additionally, the Federal Railroad Administration (FRA) requires quarterly reports on expenditures and project progress.

Approved as to Form and Legality: _____
Lori Grigg Bluhm, City Attorney

THE CITY OF TROY

TOOLES CONTRACTING GROUP LLC/ CLARK CONSTRUCTION COMPANY

CONTRACT

THIS CONTRACT is made and entered into this date of _____ by and between the CITY OF TROY, hereinafter referred to as the "CITY," and TOOLES CONTRACTING GROUP LLC/ CLARK CONSTRUCTION COMPANY, of 500 Griswold Street, Suite 1620, Detroit, MI 48226, hereinafter referred to as the "CONSULTANT."

WITNESSETH:

WHEREAS, the CITY desires to engage the CONSULTANT to provide construction manager at risk services, hereinafter referred to as "SERVICES" for the TROY MULTI-MODAL TRANSIT FACILITY;

NOW, THEREFORE, the parties agree that:

THE CONSULTANT WILL:

1. Perform the work set forth in Exhibit 1, Request for Proposal and Related Documentation, attached hereto and made a part hereof, said work performed by the CONSULTANT to be hereinafter referred to as the "SERVICES." This includes all terms, conditions, scope, specifications, amendments, etc., as accepted by the CITY, including any negotiated terms and conditions not explicitly mentioned in the Request for Proposal or in the offer as submitted by the CONSULTANT, but included in Exhibit 1 as part of the contract.
2. Perform all SERVICES in conformity with the Michigan Department of Transportation (MDOT) applicable standards.
3. During the performance of the SERVICES herein defined, be responsible for any loss of or damage to original documents belonging to the CITY while they are in the CONSULTANT's possession. Restoration of lost or damaged original documents will be at the CONSULTANT's expense.
4. Make such trips to confer with representatives of the CITY, the MDOT, and the Federal Rail Administration (FRA), as may be necessary in the carrying out of the SERVICES set forth in this Contract.

5. Submit written MULTI-MODAL TRANSIT FACILITY progress reports to the CITY, in the format as outlined in Exhibit 1, that outline the work accomplished during the reporting period; identify any problems, real or anticipated, associated with the conduct of the SERVICES; and identify any deviations from the agreed upon work plan.
6. Permit representatives of the CITY, the MDOT, the FRA, and other authorized public agencies interested in the SERVICES to have full access to the SERVICES during the CONSULTANT's performance.
7. With regard to audits and record-keeping:
 - a. The CONSULTANT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained by job number for all costs incurred under this Contract.
 - b. The CONSULTANT will maintain the RECORDS for at least three (3) years from the date of final payment made by the CITY under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONSULTANT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - c. The CITY and the MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the CONSULTANT will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
8. If the CITY discloses its confidential information to the CONSULTANT, the CONSULTANT will maintain such information as confidential. Information provided by the CITY will be deemed confidential if it is marked confidential or stated in writing to be confidential. The above obligations of confidentiality will not apply to:
 - a. Information for which the CITY gives prior written permission for publication or use.
 - b. Information that is required to be disclosed based on law, legal process, or court order.

A violation of this provision will be considered a breach of this Contract, and the CITY may terminate this Contract under the provisions of Section 18.

News releases pertaining to this Contract or the SERVICES to which it relates will not be made without prior written approval from the CITY, and then only in accordance with explicit instructions from the CITY. News releases made without the CITY's approval will be considered a breach of the Contract, and the CITY may terminate this Contract under the provisions of Section 18.

9. Submit TROY MULTI-MODAL TRANSIT FACILITY billings for the SERVICES performed and written progress reports to the CITY in the format set forth in Exhibit 1. The CONSULTANT agrees that the costs reported to the CITY for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The CONSULTANT also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

THE CITY WILL:

10. Furnish for the use of the CONSULTANT such CITY standards and other information as may be needed, unless specifically required to be provided by the CONSULTANT in a particular instance.
11. Pay the CONSULTANT for the SERVICES after receipt of billings, subject to verification of progress.

Compensation for the preconstruction services will be based on the actual hours worked and the labor costs, which includes overhead and fixed fee, supplied by the CONSULTANT as part of their bid, and will not exceed \$34,563.00.

Construction phase SERVICES includes construction work by sub consultants and CONSULTANT costs that will not exceed \$614,168.00, and includes compensation for construction phase services on the basis of milestone payments for the construction work performed. The construction phase services include: payment for general conditions will be made on an actual cost basis and will not exceed \$148,290.00; payment for CONSULTANT management services will be based on the actual hours worked and the labor costs, which includes overhead and fixed fee and will not exceed \$290,878.00; and the consultant fee provided as part of the CONSULTANT's bid, not to exceed \$175,000.00, will be paid to the CONSULTANT. Payments on the consultant fee will be prorated so the payment of the consultant fee will be proportional to the percentage of the CONTRACT that is completed.

Funding will be distributed through the MDOT using federal funds from the FRA as authorized by the American Recovery and Reinvestment Act (ARRA). The CONSULTANT will be responsible for all costs in excess of the amounts shown above.

The terms of this Contract are contingent upon receipt of the project funding grant from the FRA and the MDOT. This Contract must be approved by City of Troy City Council and the MDOT and is effective after the IGA with the MDOT has been signed.

12. Determine that payment for the costs of the SERVICES required and performed is in accordance with the terms and conditions set forth in Exhibit 1 and the following:
 - a. CONSULTANTS Labor Costs: Labor costs of personnel performing the management SERVICES by the CONSULTANT. This cost will be based on the hourly rates of pay, including overhead and fixed fees, provided by the CONSULTANT in their bid, and the actual hours of performance on the management SERVICES as supported by employee time records.
 - b. Other CONSULTANT Costs: Actual costs of materials or other items identified in the "Tooles/Clark General Conditions Budget" that may be required hereunder but that are not normally provided as part of the overhead of the CONSULTANT. All actual costs will be supported by proper receipts and proofs of payment, and are considered to be included with payments against the CONSULTANTS general conditions.
 - c. Sub consultant Costs: Actual costs of sub consultants performing SERVICES under this Contract. Amounts for payment made by the CONSULTANT to the sub consultant will not be considered an actual cost of the CONSULTANT but will be considered a part of the milestone payments for construction work paid to the CONSULTANT.
 - d. Consultant Fee: In addition to payments set forth under (a), (b) and (c) above, the CITY agrees to pay the CONSULTANT a consultant fee that will not exceed \$175,000. It is agreed and understood that such amount will constitute full compensation to the CONSULTANT for profit from SERVICES performed and will not vary because of any differences between the estimated cost and the actual cost. Overruns in the actual cost of the SERVICES will not warrant an increase or adjustment in the amount of the consultant fee. Adjustments in the consultant fee will only be allowed under the provisions of Sections 17 and 22 of this Contract.
 - e. Reimbursement for costs incurred is subject to the cost criteria set forth in 23 CFR, Section 635, incorporated herein by reference as if the same were repeated in full herein.
 - f. The CONSULTANT will not be paid for costs arising from the correction of errors and omissions attributable to the CONSULTANT.
13. Make payment to the CONSULTANT in accordance with the terms and conditions set forth in Exhibit 1 and the following:

- a. Progress payments may be made for reimbursement of amounts earned to date upon receipt of a billing and the written progress report. Progress payments will include CONSULTANT labor costs, general condition costs, prorated payments of the consultant fee, and sub consultant costs, as herein set forth. The portion of the consultant fee that may be included in progress payments will be equal to the total consultant fee multiplied by the percentage of the work that has been completed to date of billing. Progress payments will not be made more than once a month.
- b. Upon receipt by the CITY of the required documents and any other accompanying information in a form satisfactory to the CITY, the CITY will process the payment request if the CONSULTANT is complying with its obligations pursuant to the Contract. Reimbursement of any costs pursuant to this section will not constitute a final determination by the CITY of the allowability of such costs and will not constitute a waiver by the CITY of any violation of the terms of this Contract committed by the CONSULTANT.

Regardless of its costs, the CONSULTANT will not be entitled to compensation in excess of the maximum amount(s) set forth in Section 11 hereof.

14. When work occasioned at the CITY's request is in addition to or other than work provided for by the express intent of this Contract, the CITY will reimburse the CONSULTANT for all such work on the basis of actual costs incurred, as defined in Section 12, plus a predetermined lump sum amount for normal profit for such work. The performance of and payment for such work will require the submission of a proposal to perform the work and the award of a written amendment prior to beginning the work.

IT IS FURTHER AGREED THAT:

15. If the CONSULTANT deems that extra compensation is due it for work not clearly covered in this Contract, the CONSULTANT will notify the CITY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT will not be construed to establish the validity of the claim.
16. Prior to expiration, the time for completion of performance under this Contract may be extended by the CITY upon written request when delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the CITY. Any such extension is contingent upon the CITY receiving a written approval and authorization by the MDOT. If both the CITY and the MDOT approve and authorize such extension, then a written time extension amendment will be prepared and issued by the CITY. Any such extension will not operate as a waiver by the CITY of any of its rights herein set forth.

17. In the event that an audit performed by or on behalf of the CITY, the MDOT, or the FRA indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the CITY or the MDOT will promptly submit to the CONSULTANT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the CONSULTANT at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CONSULTANT will (a) respond in writing to the CITY and the responsible Bureau of the MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the CITY and the MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CONSULTANT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the CITY and the MDOT. The RESPONSE will refer to and apply the language of the Contract. The CONSULTANT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the CITY to finally disallow any items of questioned or no opinion expressed cost.

The CITY or the MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the CITY or the MDOT determines that an overpayment has been made to the CONSULTANT, the CONSULTANT will repay that amount to the CITY or reach agreement with the CITY on a repayment schedule within thirty (30) days after the date of an invoice from the CITY. If the CONSULTANT fails to repay the overpayment or reach agreement with the CITY on a repayment schedule within the thirty (30) day period, the CONSULTANT agrees that the CITY will deduct all or a portion of the overpayment from any funds then or thereafter payable by the CITY to the CONSULTANT under this Contract or any other agreement or payable to the CONSULTANT under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the CITY and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CONSULTANT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in a court in the County of Oakland, State of Michigan, unless original jurisdiction can be had in the Michigan Court of Appeals or the Michigan Supreme Court to contest the CITY's decision only as to any

item of expense the disallowance of which was disputed by the CONSULTANT in a timely filed RESPONSE.

18. The CITY may terminate this Contract for convenience or cause, as set forth in Exhibit 1, before the SERVICES are completed.

In the event that termination by the CITY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, the CITY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under this Contract, as well as any other existing or future contracts between the CONSULTANT and the CITY, for any and all damages and costs incurred or sustained by the CITY as a result of its termination of this Contract due to the wrongful breach, failure, default, or omission by the CONSULTANT. In the event of termination of this Contract, the CITY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

19. All documents prepared by the CONSULTANT are the property of the CITY and cannot be furnished to any party without the permission of the CITY, except to the involved governmental agencies and commissions as part of the progress reporting process.
20. No portion of the SERVICES, as herein defined, will be sublet except with the prior written consent of the CITY. Consent to sublet any portion of the SERVICES will not be construed to relieve the CONSULTANT of any responsibility or obligation under or for the fulfillment of this Contract. All contracts, including amendments, with sub consultants, will contain all applicable provisions of this Contract. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
21. No portion of the SERVICES, as herein defined, will be assigned.
22. The CONSULTANT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from the CITY. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against the CITY. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to the CITY semi-annually in a format acceptable to the CITY.

23. All questions that may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, the interpretation of designs and specifications, and the satisfactory and acceptable fulfillment of the terms of this Contract will be decided by the CITY.
24. With regard to non-discrimination and DBE requirements:
 - a. In connection with the performance of SERVICES under this Contract, the CONSULTANT agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Exhibit 1. This provision will be included in all subcontracts relating to this Contract.
 - b. During the performance of this Contract, the CONSULTANT, for itself, its assignees, and its successors in interest agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including those requirements set forth in Exhibit 1. This provision will be included in all subcontracts relating to this Contract.
 - c. The CONSULTANT will carry out the applicable requirements of the MDOT's DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Exhibit 1.
25. Payment under this Contract may be processed by automated clearing house (ACH) transfer. The CONSULTANT agrees to register to receive and to receive payment by ACH transfer.
26. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY will have the right to annul this Contract without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
27. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, or by an approved subcontractor, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and

regulations and will obtain all permits that are applicable to the entry into and the performance of this Contract.

28. It is agreed that the CONSULTANT will not copyright any papers, reports, forms, or other materials that are part of its work under this Contract without the prior written approval of the CITY.
29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the CITY, the MDOT, the FRA, and all officers, agents, and employees thereof:
 - a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the CONSULTANT in connection with the CONSULTANT's performance of the SERVICES; and
 - b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the CONSULTANT's performance of the SERVICES under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

The CITY will not be subject to any obligations or liabilities by contractors of the CONSULTANT or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the CITY, the MDOT, the Michigan State Transportation Commission, and/or the FRA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the CITY, the MDOT, the Michigan State Transportation Commission, and/or the FRA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*, the CONSULTANT, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as

prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The CITY may void this Contract if the name of the CONSULTANT or the name of a subcontractor, manufacturer, or supplier utilized by the CONSULTANT in the performance of this Contract subsequently appears in the register during the performance of this Contract.

31. For all contracts in excess of One Hundred Thousand Dollars (\$100,000.00), the CONSULTANT certifies to the best of its knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid by or on behalf of the CONSULTANT 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, or 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 Contract, the CONSULTANT will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The CONSULTANT will require that the language of this certification be included in the award documents for all third-party contracts (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients will 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 by Section 1352, Title 31, USC. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

32. For contracts in excess of One Hundred Thousand Dollars (\$100,000.00):
 - a. The CONSULTANT stipulates that any facility to be utilized in the performance of this Contract, unless such contract is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended, including Pub. L. 101-549), and/or under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Pub. L. 100-4), and/or under Executive Order 11738 and regulations in implementation thereof (40 CFR Part 15), is not listed on the date of contract

award on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

- b. The CONSULTANT agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to the CONSULTANT and services under this Contract.
 - c. The CONSULTANT will promptly notify the CITY and the U.S. EPA, Assistant Administrator for Enforcement, of the receipt of any communication from the Director, the Office of Federal Activities, or the EPA indicating that a facility to be utilized for this Contract is under consideration to be listed on the EPA List of Violating Facilities.
 - d. The CONSULTANT agrees to include or cause to be included the requirements of the preceding three paragraphs (a), (b), and (c) in every nonexempt subcontract.
33. The CONSULTANT agrees that no otherwise qualified individual with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42 USC 12101, will, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Contract.
34. Any change in the scope or character of the SERVICES or in the cost, compensation, or term of this Contract will be by award of a prior written amendment to this Contract by the parties.
35. The CONSULTANT agrees that it will not volunteer, offer, or sell its services to any litigant against the CITY with respect to any SERVICES it has agreed to perform for the CITY under this Contract, provided that this provision will not apply either when the CONSULTANT is issued a valid subpoena to testify in a judicial or administrative proceeding or when the enforcement of this provision would cause the CONSULTANT to be in violation of any Michigan or federal law.
36. Any approvals, acceptances, reviews, and inspections of any nature by the CITY will not be construed as a warranty or assumption of liability on the part of the CITY. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the CITY, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the SERVICES under this Contract.

Any such approvals, acceptances, reviews, and inspections by the CITY will not relieve the CONSULTANT of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the CITY to be construed as a warranty as to the propriety of

the CONSULTANT's performance but are undertaken for the sole use and information of the CITY.

37. With regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the CITY under this Contract, the CONSULTANT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan, the MDOT, or the CITY due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan, the MDOT, or the CITY.

The CONSULTANT shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan, the MDOT, or the CITY with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the CITY under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan, the MDOT, or the CITY as a third-party beneficiary.

The CONSULTANT shall notify the CITY if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the CITY under this Contract may have occurred or is threatened to occur. The CONSULTANT shall also notify the CITY if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the CITY under this Contract.

38. The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of the SERVICES under this Contract. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction contractor or any entity that may have an adversarial interest in a project for which it has provided services to the CITY. The CONSULTANT and its Affiliates agree to disclose to the CITY all other interests that the prime or sub consultants have or contemplate having during each phase of the project. The phases of the project include, but are not limited to, planning, scoping, early preliminary engineering, design, and construction. In all situations, the CITY will decide if a conflict of interest exists. If the CITY concludes that a conflict of interest exists, it will inform the CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the CITY may terminate the Contract for cause in accordance with the provisions stated in this Contract.
39. Any public relations communications and/or products pertaining to this Contract or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from the CITY, and then only in accordance with explicit

instructions from the CITY. Examples of public relations communications and/or products may include the following:

- a. Use of the CITY logo;
- b. Brochures, flyers, invitations, programs, or any other printed materials intended for an external audience;
- c. Postings on social media sites or Web sites;
- d. New or updated video, digital versatile disk (DVD), or video sharing productions;
- e. Exhibits or presentations.

A violation of this provision constitutes a breach of this Contract and the prequalification rules.

40. The CONSULTANT will comply with any and all provisions of the Grant/Cooperative Agreement between the FRA and the MDOT, attached hereto and made a part hereof as part of Exhibit 1, that are necessary to carry out the purposes of the Grant/Cooperative Agreement. There shall be a provision for a further flow down of this requirement in all subcontracts.
41. The CONSULTANT will comply with any and all provisions of the Rail Passenger Station Capital Contract between the CITY and the MDOT, attached hereto and made a part hereof as part of Exhibit 1, that the Capital Contract requires City to include in its contracts, subcontracts, and/or purchase orders related to the design and construction of the Troy Multi-Modal Transit Facility. There shall be a provision for a further flow down of this requirement in all subcontracts.
42. This Contract will be in effect from February 20, 2012 to February 20, 2014. Costs incurred outside of the term of this Contract will not be eligible for reimbursement.
43. CONSULTANT agrees to all applicable terms and conditions set forth in Exhibit 1, even if those terms and conditions are not specifically set forth in the body of this Contract. However, in case of any conflicting provisions between the body of this Contract and Exhibit 1, the body of this Contract will govern.
44. This contract shall henceforth be referred to as the “Troy Multi-Modal Transit Facility Construction Manager at Risk Contract.”
45. This Contract will become binding on the parties and of full force and effect upon signing in ink by the duly authorized representatives of the CONSULTANT and the CITY in the appropriate space below. The CONSULTANT has been cautioned not to commence any billable work or to provide any material or service under this contract until the

CONSULTANT receives a purchase order and/or a written notice to proceed from the CITY.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

TOOLES CONTRACTING GROUP LLC/ CLARK CONSTRUCTION COMPANY

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Date

CITY OF TROY

City Clerk – Aileen Bittner Date

Mayor – Janice L. Daniels Date

APPROVED AS TO LEGALITY:

City Attorney – Lori Bluhm Date

RESOLUTION # 2012-

February 13, 2012

Mr. Steve Vandette,
City of Troy
Engineering Department
500 West Big Beaver
Troy, MI 48084

RE: City of Troy Multi-Modal Transit Facility

Dear Mr. Vandette:

As a follow up to our meeting held on February 9, 2012, I am providing a revised proposal for the above mentioned project. This proposal is based on the following information:

Contract Execution	March 15, 2012
Construction documents are complete and issued in one package	August 1, 2012
Approvals (including FRA and other agencies)	August 15, 2012
Building Permit	September 1, 2012
DTE Power Relocation	September 15, 2012
ITC De-energize Lines	September 15, 2012
Access and ROW Agreements Complete	September 15, 2012
Flagmen Approval from CN (dependent on approvals)	September 15, 2012

If you have any questions regarding the above or the attached back-up, please contact me.

Sincerely,

TOOLES/CLARK



Allen Blower,
Project Director
ablower@clarkcc.com



CITY OF TROY

FEE PROPOSAL RE-SUBMITTAL
CONSTRUCTION MANAGER AT RISK FOR
MULTI-MODAL TRANSIT FACILITY

RFP ENG COT 10-45

February 13, 2012

Submitted By:

Tooles
CONTRACTING GROUP, LLC

CLARK
Construction Company
Professional Construction Services

500 Griswold Street, Suite 1620 • Detroit, Michigan 48226

FEE PROPOSAL FORM

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR PROPOSAL BEING DEEMED NONRESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION. THIS FEE PROPOSAL FORM AND ADDITIONAL PRICE-RELATED INFORMATION MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE WITH YOUR RFP SUBMISSION AND LABELED ACCORDINGLY.

The Fee Proposal shall be divided in two phases:

PRE-CONSTRUCTION PHASE SERVICES: Provide complete pre-construction services on a multiple of direct hourly payroll basis with a not-to exceed cost. Include the billing rates of all personnel who will work in this phase, along with estimated hours of each. Also include an estimate of reimbursable expenses with a breakdown of each.

Provide listing of all services during this phase and a corresponding cost to each; list all personnel with titles and their hourly rate plus estimated hours that are included. During this phase the CMR will ensure plans, drawings, specs and bid documents are ready for bid; review bid submittals and make recommendations and secure under contract subcontractors to perform all required work. It is intended the CMR holds the contracts of all subcontractors.

NOT TO EXCEED PRICE OF \$ 34,563

CONSTRUCTION PHASE SERVICES:

1. Cost of General Conditions: Identify by detailed line item your general conditions estimate based on your review of project scope and your proposed project schedule. Detail personnel costs, man hours, hourly rates, allowances for review and inspection fees and permits, cleanup, reimburseable expenses and allowances, site construction office and all associated costs, cost of bonds and insurance, etc. should all be included and clearly identified. Information submitted will be used as a basis of establishing a Guaranteed Maximum Price for General Conditions.

NOT TO EXCEED PRICE OF \$ 439,168

2. Provide a lump sum fee amount for Construction Manager's overhead and profit.

NOT TO EXCEED PRICE OF \$ 175,000

TOTAL PRICE - PRE-CONSTRUCTION & CONSTRUCTION SERVICES NTE \$648,731

3. Fee for CMR services as a percentage of construction costs for base contract: 3.5 %

4. Fee for project additions as a percentage of the change amount: 3.5 %

5. Fee (or credit) for project deletions as a percentage of the change Amount: 0 %

All submitted pricing must be in the format acceptable to and required by MDOT (reference Attachment B and Exhibits).

PRICING MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE

Currency: Contract prices are quoted in U.S. funds

City of Troy Intermodal Improvements Tooles/Clark Staffing Plan

		Feb	March	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	Apr	May	Jun	July	Pre-const Hours	Const Phase Hours	Total Hours
		2012	2012	2012	2012	2012	2012	2012	2012	2012	2012	2012	2013	2013	2013	2013	2013	2013	2013			
Staffing Analysis																						
		Pre-Con Phase						Construction Phase														
Hours Based on 173 Hr Month		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18			
Project Director	%	0%	10%	10%	10%	10%	5%	5%	5%	5%	5%	5%	5%	5%	0%	0%	0%	0%	0%			
Allen Blower	Hrs	0	17	17	17	17	9	9	9	9	9	9	9	9	0	0	0	0	0	78	61	139
Project Manager	%	0%	0%	0%	0%	0%	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%			
Chad Thelen	Hrs	0	0	0	0	0	87	173	173	173	173	173	173	173	173	173	173	173	173	87	2076	2163
Planning Staff/Estimating	%	0%	50%	0%	0%	50%	30%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
Gary Taminini	Hrs	0	87	0	0	87	52	0	0	0	0	0	0	0	0	0	0	0	0	225	0	225
Project Coordinators	%	0%	0%	0%	0%	0%	0%	10%	10%	10%	10%	5%	5%	5%	10%	10%	10%	10%	10%			
TBD	Hrs	0	0	0	0	0	0	17	17	17	17	9	9	9	17	17	17	17	17	0	182	182
Project Superintendent	%	0%	0%	0%	0%	0%	0%	0%	50%	100%	100%	100%	100%	100%	100%	100%	100%	100%	50%			
Mike Hostein	Hrs	0	0	0	0	0	0	0	87	173	173	173	173	173	173	173	173	173	87	0	1730	1730
																				390	4048	4438

Billable Rate	Pre-const	Const	Close Out	Total	Derivation of Cost Breakdown						
					Hourly Rate	Overhead 35%	Rate	Direct Labor	Overhead	Fixed Fee On Labor	Total Labor Cost
\$ 114	\$8,938	\$6,907	\$0	\$15,845	\$65.00	\$22.75	\$87.75	9,029	3,160	3,657	15,845
\$ 77	\$6,680	\$160,309	\$0	\$166,988	\$44.00	\$15.40	\$59.40	95,150	33,303	38,536	166,988
\$ 84	\$18,946	\$0	\$0	\$18,946	\$48.00	\$16.80	\$64.80	10,795	3,778	4,372	18,946
\$ 46	\$0	\$8,289	\$0	\$8,289	\$26.00	\$9.10	\$35.10	4,723	1,653	1,913	8,289
\$ 67	\$0	\$115,374	\$0	\$115,374	\$38.00	\$13.30	\$51.30	65,740	23,009	26,625	115,374
	\$34,563	\$290,878	\$0	\$325,441				\$185,437	\$64,903	\$75,102	\$325,441

Troy Intermodal General Conditions Estimate

General Conditions					
1000	REPRODUCTION AND PRINTING	1	LS	\$2,000	\$2,000
1010	TEMPORARY TOILETS	12	MO	\$300	\$3,600
80254	TEMPORARY WATER/SEWER SERVICE(TRAILER)	12	MO	\$300	\$3,600
1020	WATER COOLER	12	MO	\$70	\$840
1030	OFFICE TRAILER RENTAL	12	MO	\$350	\$4,200
1030	OFFICE TRAILER SET UP/TEAR DOWN	1	EA	\$2,000	\$2,000
1040	OFFICE EQUIPMENT	1	ALW	\$1,000	\$1,000
1050	OFFICE SUPPLIES	12	MO	\$100	\$1,200
1060	COPY MACHINE/FAX/SCANNER	12	MO	\$400	\$4,800
1070	COMPUTER/TECHNOLOGY	16	MOS	\$1,500	\$24,000
1080	SAFETY EQUIPMENT	12	MO	\$50	\$600
1090	INSURANCE	1	ls	\$27,500	\$27,500
1100	POWER EXPENSE(trailer hook up and tear down)	By Subs	alw	\$0	\$0
1100	POWER EXPENSE(trailer)	12	MO	\$400	\$4,800
1110	TELEPHONE EXPENSE(CELL & LANDLINE)	12	MO	\$750	\$9,000
1120	POSTAGE	12	MO	\$50	\$600
11130	JANITORIAL(TRAILER)	12	MO	\$100	\$1,200
80202	FIRST AID SUPPLIES	12	MO	\$50	\$600
TOTAL GENERAL CONDITIONS					\$91,540
SUBCONTRACT ITEMS					
924	Contingency	By Owner			
925	Subcontract	Sub Cost			
927	Subcontract Material Supplier	Sub Cost			
927	SURVEYING/LAYOUT	Sub Cost			
928	QUALITY CONTROL AND TESTING	Sub Cost			
929	CLEAN UP COSTS	Sub cost			
930	FENCING & STAGING	Sub Cost			
931	TEMPORARY PROTECTION/HEAT	Sub cost			
932	TEMPORARY WALKS & DRIVES	Sub cost			
SUBCONTRACTED ITEMS					\$0
ADDITIONAL EXPENSES					
3000	DUMPSTERS	12	MO	\$250	\$3,000
3010	Temporary Signs	1	EA	\$1,500	\$1,500
3020	SNOW REMOVAL	By Subs	-	\$0	\$0
3030	Bonds	1	LS		\$45,000
3050	PROJECT PHOTOS	1	alw	\$750	\$750
3060	NATURAL GAS/PROPANE	Sub cost			
3070	BUILDING ELECTRICAL	8	mths	\$500	\$4,000
3080	MISC. TOOLS & EQUIPMENT	1	LS	\$1,000	\$1,000
3090	PERMITS & FEES	By Owner			
3100	Misc. Expense	1	LS	\$1,000	\$1,000
3130	LEGAL	1	LS	\$500	\$500
ADDITIONAL EXPENSES					\$56,750
TOTAL GENERAL CONDITIONS					\$148,290



EXECUTIVE SUMMARY

Multi-Modal Transit Facility Construction Manager at Risk Services

STATISTICS:

- ◆ Two-Hundred Fifteen (215) Firms were notified via the MITN e-procurement website
- ◆ Three (3) proposals were received
- ◆ Toolos Contracting Group, LLC / Clark Construction Company was the most qualified firm by receiving the highest weighted score

The following three (3) firms received the indicated final scores as a result of the proposal evaluations.

Firm	SCORE
Toolos Contracting Group, LLC / Clark Construction Company	94.66
Spence Brothers	77.25
Detroit Contracting, Inc. / SACHSE Construction	54.50

Attachments:

- ✓ **Weighted Final Scoring Including Project Approach; Experience and Qualifications; Quality Assurance / Control and Safety; Team Resources and Communication Scoring**
- ✓ **Evaluation Process**



**WEIGHTED FINAL SCORING
Inter-Modal Transit Facility
Construction Manager at Risk Services**

Final Score Calculation:

30% Project Approach Score
 35% Experience and Qualifications Score
 20% Quality Assurance/ Control and Safety Score
 15% Team Resources and Communication Score
 100%
 Optional: ~~20% Interview Score (Optional)~~ Deleted Phase
 120% = Final Weighted Score

In order to equate the price to the weighted evaluation process scoring, the prices had to be converted into a score with the base of 100.

Weighted Average Score for Project Approach: 30%

RATERS	1	2	3	4	5	6	AVERAGE
Vendors:							
Tooles Contracting Group, LLC / Clark Construction Company	30.0	29.0	25.0	25.0	30.0	28.0	27.83
Spence Brothers	18.0	21.0	22.0	16.0	17.0	27.0	20.17
Detroit Contracting, Inc./ SACHSE Construction	19.0	19.0	13.0	9.0	17.0	24.0	16.83

Weighted Average Score for Experience and Qualifications: 35%

RATERS	1	2	3	4	5	6	AVERAGE
Vendors:							
Tooles Contracting Group, LLC / Clark Construction Company	35.0	35.0	33.0	35.0	35.0	33.0	34.33
Spence Brothers	23.0	27.5	28.0	26.0	28.0	30.0	27.08
Detroit Contracting, Inc./SACHSE Construction	19.0	23.0	12.0	5.0	18.0	24.0	16.83

Weighted Average Score for Quality Assurance / Control and Safety: 20%

RATERS	1	2	3	4	5	6	AVERAGE
Vendors:							
Tooles Contracting Group, LLC / Clark Construction Company	20.0	20.0	20.0	16.0	20.0	18.0	19.00
Spence Brothers	20.0	20.0	16.0	16.0	20.0	16.0	18.00
Detroit Contracting, Inc./SACHSE Construction	20.0	16.0	8.0	8.0	12.0	16.0	13.33

Weighted Average Score for Team Resources and Communication: 15%

RATERS	1	2	3	4	5	6	AVERAGE
Vendors:							
Tooles Contracting Group, LLC / Clark Construction Company	15.0	14.0	12.0	12.0	15.0	13.0	13.5
Spence Brothers	12.0	13.0	12.0	10.0	12.0	13.0	12.0
Detroit Contracting, Inc./SACHSE Construction	9.0	7.0	4.0	8.0	6.0	11.0	7.5

Interviews were not necessary as the point differential between the top two firms could not be overcome as a result of the interview process.



SUMMARY:

VENDORS:	Tooles Contracting Group, LLC / Clark Construction Company	Spence Brothers	Detroit Contracting Group, LLC / SACHSE Construction
Score			
Project Approach Score:	27.83	20.17	16.83
Experience / Qualifications Score:	34.33	27.08	16.83
Quality Assurance/ Control and Safety Score:	19.00	18.00	13.33
Team Resources and Communication Score:	13.50	12.00	7.50
Final Score:	94.66	77.25	54.50

****HIGHEST RATED VENDOR – RECOMMENDED AWARD**



SELECTION PROCESS

EVALUATION: All firms will be required to meet minimum established criteria in order to be evaluated under technical factors. Proposals received will be evaluated independently by a Selection Team that consists of City representatives and outside representation. The following technical factors will be considered in making the selection:

- a) Approach to Troy MMTF Project - 30 points
- b) Construction Manager at Risk Experience and Qualifications – 35 points
- c) Quality Assurance/Quality Control and Safety Programs & Procedures – 20 points
- d) Team Resources, Communication Plans & Schedules – 15 points

Each proposal submitted in response to this RFP shall focus on these criteria. In addition, the Selection Team also may consider the past performance of the Respondent on other contracts with the City or other entities. The City reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

Once the top firms have been rated, negotiations begin with the top rated firm. If the type of professional services required cannot be agreed upon at fair and reasonable prices, the agency can proceed to negotiate with the next highest firm. This process will continue as necessary until final selection is made. **Pricing structure must meet and be acceptable to MDOT requirements** for duration of engagement (Reference Attachment B, exhibits B-A and B-B).

2) SHORTLISTING: The City may shortlist the Respondents based upon responses to the above items. If necessary, the City will conduct interviews/demonstrations. The City will notify each Respondent on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the Selection Team and to clarify their proposals through exhibition and discussion. The City will not reimburse oral presentation costs of any Respondent. The City reserves the right to modify scoring based on its findings from interviews/demonstrations.

Opening Date -- 1/11/12
 Date Reviewed -- 2/6/12

CITY OF TROY
 TABULATION
 TRANSIT FACILITY CONSTRUCTION MANAGER AT RISK SERVICES

FIRM NAME:

Detroit Contracting, Inc. / Sachse Construction	Tooles Contracting Group, LLC	Spence Brothers
	Clark Construction Company	

PROPOSAL: CONSTRUCTION MANAGER AT RISK SERVICES FOR THE TROY MULTI-MODAL TRANSIT FACILITY

TEN (10) COPIES	(Yes or No)	Y	Y	Y
Cost Proposal Form: <i>SEPARATELY IN SEALED ENVELOPE</i>	Y or N	Y	Y	Y
FORMS:				
Proposal	Y or N	Y	Y	Y
Qualifications	Y or N	Y	Y	Y
Exceptions/Alteratives	Y or N	Y	Y	Y
Sub-Consultant	Y or N	Y	Y	Y
Business Information	Y or N	Y	Y	Y
Indemnification Clause	Y or N	Y	Y	N
INSURANCE:				
Certificate / Letter Attached	Y or N	N	Y	Y
ACKNOWLEDGEMENTS:	Y or N	N	N	Y
<small>(Page 51 of 72)</small>				
ADDENDUM #1	Y or N	N	Y	Y
ADDENDUM #2	Y or N	Y	Y	Y

Susan Leirstein CPPO CPPB
 Purchasing Director

ATTEST:

Susan Riesterer

William Huotari

Julie Hamilton