

CITY OF DETROIT BUILDING AUTHORITY
DESIGN/BUILD CONSTRUCTION SERVICES AGREEMENT

WITH

IDEAL CONTRACTING, LLC

THIS AGREEMENT, dated and made effective as of this 18th day of March, 2021 (hereinafter called the "Agreement"), by and between the **CITY OF DETROIT BUILDING AUTHORITY**, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Authority") and **IDEAL CONTRACTING, LLC** with offices at 2525 Clark Street, Detroit, Michigan 48209 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Authority has determined that it is necessary to engage the Contractor to provide design/build services for the construction of the new State Fairgrounds Transit Center located on the former Michigan State Fairgrounds to replace the current DDOT Transit Center located at 20110 Woodward Avenue, Detroit, Michigan 48203 (the "Project"); and

WHEREAS, the services necessary for the implementation of the Project (herein collectively called the "Services") are described in Exhibit A, hereto, and are to be performed in accordance with this Agreement and said Exhibit A; and

WHEREAS, the Contractor has the requisite skills necessary to assist the Authority and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth; and

WHEREAS, the Authority has adopted or will adopt a resolution authorizing the engagement of the Contractor for the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I
Engagement of Contractor

1.01 The Authority hereby engages the Contractor and the Contractor agrees to perform the Services as set forth in Exhibit A to this Agreement in accordance with the terms and conditions contained in this Agreement.

1.02 The relationship of the Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

ARTICLE II

Level of Performance, Warranty, Documents and Dispute Resolution

2.01 The Contractor warrants that its performance of the Services set forth in Exhibit A shall be of the highest standard of care and skill executed by expert members of its trade. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

2.02 The Contractor shall during the term of the Agreement, devote such time, attention, skill, knowledge and ability as is necessary to carry out and perform the Services, as herein required.

2.03 The Contractor warrants and represents that all materials and equipment included in its work hereunder are new, unless otherwise specified, and that the work is of good quality, free from improper workmanship and defective materials and in conformance with design documents for the Project. Any portion of the work that does not conform to the contract documents for the Project, including substitutions not properly approved and authorized, may be considered defective and shall be replaced by the Contractor without cost to the Authority upon discovery by the Authority. The Contractor shall correct defects in materials and/or workmanship for a period of one (1) year from the final completion date of the phase in which such portion of the work is included or final completion of this Agreement, whichever is longer. The Contractor shall collect and deliver to the Authority, in bound and indexed form, all written warranties on materials, equipment and installations. All warranties shall commence on the final completion date of the phase in which such work is included, unless otherwise defined by the contract documents. The Contractor shall warrant by sworn statements and waivers of lien that title to the work invoiced in its progress payment application will pass to the Authority upon receipt of payment by the Authority. The Contractor shall warrant that all completed work covered by an application for payment is free and clear of all liens, claims, security interests, or encumbrances, and that no portions of the work, materials, or equipment has been acquired by the Contractor, or by any other person performing any portion of the work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the other person or can be otherwise imposed on the Contractor by such other persons. The Contractor and all subcontractors shall agree that title will so pass upon the Contractor's receipt of payment from the Authority.

2.04 The Contractor agrees to provide copies of any documents furnished to the Authority as part of the Project, if requested by the Authority, to the office of the Mayor of the City of Detroit.

2.05 Unforeseen Site Conditions

2.05.1 If the Contractor discovers one or both of the following physical conditions of the surface or subsurface at the Project site, before disturbing the physical condition, the Contractor shall promptly notify the Authority of the physical condition in writing:

- (a) A subsurface or other latent physical condition at the site differs materially from the condition indicated in the Contract Documents.
- (b) A previously unknown physical condition at Project the site is of an unusual nature differing materially from conditions ordinarily encountered and generally recognized as inhering in work of the character provided for in the Agreement.

2.05.2 If the Authority receives a notice under Section 2.05.1, the Authority shall promptly investigate the physical condition.

2.05.3 If the Authority reasonably determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the Authority's determination shall be made in writing and an equitable adjustment shall be made and the Agreement modified in writing accordingly.

2.05.4 The Contractor cannot make a claim for additional costs or time because of a physical condition unless the Contractor has complied with the notice requirements of Section 2.05.1. The Authority may extend the time required for notice under Section 2.05.1.

2.05.5 The Contractor cannot make a claim for an adjustment under the Agreement after the Contractor has received the final payment under the Agreement.

2.06 In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, the reasonable interpretation and determination of the Authority or such other representative as may be designated by the Authority shall govern.

2.07 Additional Services

2.07.1 The following services are not included in Services and shall only be performed by the Contractor upon the written request of the Authority, as follows:

2.07.2 Work not included in the Services described in Exhibit A.

2.07.3 Preparation to serve as a witness on behalf of the Authority in connection with any public hearing, arbitration proceeding or legal proceeding in which the Contractor is not a party.

2.07.4 Provision of any other services not otherwise included in this Agreement.

ARTICLE III Contract Term

3.01 The Services to be performed by the Contractor pursuant to the terms of this Agreement shall begin on the date the Authority sends the Contractor a notice to proceed with the Project (the "Effective Date"), and shall be complete not later than **May 31, 2022**, (the Contract Term), unless the term of this Agreement is otherwise extended in writing by the Authority.

ARTICLE IV Compensation

4.01 The Authority agrees to pay the Contractor for the proper performance of the Services and the Contractor guarantees that it will complete the Services described in Exhibit A hereto for a total amount not to exceed Six Million Four Hundred Thousand and 00/100 (\$6,400,000.00) Dollars.

4.02 It is understood and agreed by the parties hereto that the fee stated above for performance of Services is inclusive of any and all remuneration to which the Contractor may be entitled, and that the Contractor shall not receive any fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits and insurance benefits in addition to or in lieu of those expressly stated herein.

4.03 Any additional services requested by the Authority of the Contractor shall be payable as mutually agreed upon in writing between the Authority and the Contractor.

4.04 Requests for progress payments shall be submitted by Dan Budnik, or by another duly authorized representative of the Contractor to Tyrone Clifton or the current Director of the Authority. At the election of the Authority, the parties shall submit disputes regarding the retention of a portion of progress payments in accordance with MCLA 125.1564(1).

ARTICLE V
Method of Payment

5.01 Payment for the proper performance of Services, including installation of equipment required hereunder, shall be made in accordance with the Payment Procedures attached hereto and incorporated herein as Attachment A.

5.02 The Contractor shall receive payment for the proper performance of Services approved by the Authority hereunder, in accordance with Section 5.01 of this Agreement.

ARTICLE VI
Assignments

6.01 The parties hereto having acknowledged that this Agreement is based upon the qualifications of the Contractor further agree that the Contractor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE VII
Events of Default and Remedies

7.01 The following acts and/or omissions shall constitute a default and material breach of this Agreement by the Contractor and shall be deemed an Event of Default if not cured within five (5) business days after written notice of default has been sent by the Authority to the Contractor, provided however, that if the default is such that more than five (5) days are required for a cure, then Contractor shall not be in default if it commences to cure the default within the five (5) day period and thereafter diligently prosecutes the same to completion:

- (a) Failure to comply with any of the material terms and conditions of this Agreement following written notice from the Authority and failure to cure; and/or
- (b) Failure to begin the Services in accordance with the terms of this Agreement; and/or
- (c) If the Contractor, in the judgment of the Authority, is unnecessarily or unreasonably or willfully delaying the performance and completion of the Services; and/or
- (d) The Contractor abandons the Services to be undertaken; and/or
- (e) The Authority reasonably believes that the Services cannot be completed within the time required, where in the Authority's judgment, the delay is attributable to conditions within the Contractor's control; and/or
- (f) The Contractor, without just cause, reduces its personnel to a number which in the judgment of the Authority, is insufficient to complete the Services within a reasonable time and fails to sufficiently increase such personnel when directed to do so by the Authority; and/or

- (g) The Contractor assigns, transfers, conveys or otherwise disposes of this Agreement, in whole, or in part, without prior approval of the Authority; and/or
- (h) Any Authority officer or employee acquires an interest in this Agreement so as to create a conflict of interest; and/or
- (i) The Contractor violates any law, charter provision, ordinance, rule, regulation, governmental order or directive; and/or
- (j) Failure to provide adequate inventory, vehicles, equipment and/or personnel; and/or
- (k) The filing of a voluntary or involuntary petition in bankruptcy or for reorganization or an arrangement, or an assignment for the benefit of creditors, or the adjudication of the Contractor as being bankrupt or insolvent, or the appointment of a receiver of, or for the Contractor if such appointment, adjudication, or similar order or ruling remains in force or unstayed for a period of thirty (30) days, or admit in writing its inability to pay its debts generally as they become due; and/or
- (l) The Contractor's level of performance of the Services, in the reasonable judgment of the Authority falls below the standard of care set forth in Article II hereof and/or
- (m) The Contractor ceases to conduct business in the normal course, and/or
- (n) The Contractor fails to comply with any material terms, conditions and/or obligations of Contractor set forth herein.
- (o) The Contractor fails to pay any labor, tax obligations, fringe benefit funds, insurance premiums, or subcontractor invoices for Services which the Contractor has received payment from the Authority.

7.02 In the Event of Default by the Contractor, the Authority shall be entitled to exercise any and all remedies available at law and/or in equity, including, but not limited to the right to seek and sue for damages, any costs incurred to enforce, or attempt to enforce this Agreement, including reasonable attorneys fees, which enforcement shall not be limited, and may include appeals of any decisions in lower courts, as well as collection efforts thereafter, compensable damages and consequential damages, withhold and retain payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Authority from the Contractor is determined, seek injunctive relief and/or specific performance and such other equitable remedies that are available, as well as effectuate a termination of this Agreement, which may or could give rise to additional damages. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off.

ARTICLE VIII Termination

8.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the Contractor at least fifteen (15) days before the Effective Date of the termination, should

the Contractor: 1) fail to fulfill in a timely and proper manner its obligations under this Agreement; 2) violate any of the covenants, agreements, or stipulations of this Agreement; 3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or 4) admit in writing its inability to pay its debts generally as they become due. The Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorney fees. The Authority may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

8.02 The Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. Other than being liable potentially for the payment(s) expressly set forth in this agreement, or as it has been amended, under no circumstances will the Detroit Building Authority, or any of its employees, representatives or agents be responsible for punitive, incidental or consequential damages arising from the Detroit Building Authority's performance or non-performance of any term(s) of this Agreement."

8.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article VIII, by issuing a Notice of Termination to the Contractor of such termination, specifying the Effective Date thereof, at least fifteen (15) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the Authority on the basis of the Services rendered and accepted by the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Contractor, as determined by the Authority relating to the commitments which had become firm prior to the termination, but only to the extent that the Contractor could not have mitigated the same; and such other costs as, in the judgment of the Authority, represent a fair value of the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Contractor, to the extent such Services are being performed by the Authority or its designee, the Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 8.03 exceed the maximum sum payable provisions in Section 4.01 and any compensation due the Contractor for any duly authorized

Amendments hereto increasing the scope of work hereunder. Notwithstanding anything to the contrary, Contractor shall be paid for all labor and equipment manufactured for the use on this project if verified by the Authority and it is not used for another project or job.

8.04 After receipt of a Notice of Termination and except as otherwise directed by the Authority, the Contractor shall:

- (a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional contract funds for payroll costs and other costs beyond such date as the Authority shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work so terminated;
- (d) As of the date the termination is effective, preserve all records and submit to the Authority such records and reports as the Authority shall specify, and furnish to the Authority an inventory of all furnishings, equipment, and other property purchased for the Agreement, (if any), and carry out such directives as the Authority may issue concerning the safeguarding or disposition of files and other property; and
- (e) Submit within thirty (30) days of the Notice of Termination a final report of receipts and expenditures of funds relating to this Agreement, and a list of all creditors, subcontractors, lessors, and/or other parties with which the Contractor has incurred financial obligations pursuant to this Agreement (if any).

8.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Contractor under this Agreement or in anticipation of this Agreement shall, at the option of the Authority, become its sole and exclusive property, whether or not in the Contractor's possession, free from any claims or retention of rights thereto on the part of the Contractor. The Contractor shall promptly deliver to the Authority upon the Authority's request all of such property and the Authority shall return all the Contractor's properties to it. The Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Contractor accordingly agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of

competent jurisdiction and compel delivery of the Work Product. The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

Should the Authority use such Work Product for any purpose except for the Project without utilizing the services of the Contractor, the Contractor shall have no liability arising out of or in connection with such use, or involving or resulting from such use.

ARTICLE IX Amendments

9.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Contractor, or require the Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Contractor's compensation, which is mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Contractor shall not be required to perform in accordance with any requested Amendment until Section 9.02 is complied with.

9.02 No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of both parties. No verbal order or instructions shall in any way change or modify this Agreement. No verbal conversation, understanding, or agreement with any officer or employee of the Authority, or any other person, either before or after the execution of the Agreement shall affect or modify any of the terms, conditions or obligations contained herein.

ARTICLE X Conflict of Interest

10.01 The Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further warrants and covenants that no officer, commissioner, member or employee of the Authority or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof.

ARTICLE XI

Confidential Information

11.01 In order that the Contractor may effectively fulfill its obligations under this Agreement, it may be necessary or desirable for the Authority to disclose confidential and proprietary information to the Contractor pertaining to the Authority's or the City of Detroit's (herein called the "City") past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard all information gained as a result of the Services to be performed hereunder as information which is confidential and proprietary to the Authority or the City and not to be disclosed to any organization without the prior written consent of the Authority or the City.

ARTICLE XII Indemnity

12.01 The Contractor agrees to indemnify and hold harmless the Authority and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Authority or the City to the degree of fault of the Contractor and its employees, agents, consultants and sub-consultants caused by any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, or their agents and employees.
- (b) Any failure by the Contractor, its personnel, employees agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.
- (d) Each party to the joint venture assumes "joint and several" liability for the actions of the Contractor under this Agreement, regardless of which party made the breach, error or omission.

The Contractor also agrees to hold the City and the Authority harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the Authority which arises out of the negligent performance by the Contractor or its employees of the Services under this Agreement to the degree of fault of the Contractor.

12.02 The Contractor agrees that it is its responsibility and not the responsibility of the Authority to safeguard the property and materials that any employees, consultants, or subcontractors use or have in their possession while performing under this Agreement. Further, the Contractor agrees to hold the Authority and the City harmless for any loss of such property and materials to the degree of Contractor's fault used by such persons pursuant to the Contractor's performance under this Agreement or which is in their possession.

12.03 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts or other employee benefit acts. In addition, the Contractor agrees to hold the Authority and the City harmless to the degree of Contractor's fault from the payment of any deductible on any insurance policy.

12.04 The Contractor agrees that it will require the same indemnification of the Authority by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement.

12.05 Nothing contained in this Article XII shall be construed to require indemnification by the Contractor to a greater degree than that permitted by Act 165 of the Michigan Public Acts of 1966, being MCLA 691.991.

ARTICLE XIII
Insurance

13.01 It is agreed, prior to the execution of this Agreement by the Contractor, that the Contractor shall procure and maintain, and shall provide the Authority with evidence of, the following occurrence-based liability insurances in the following amounts:

- (a) Worker's Compensation insurance which meets Michigan Workers Compensation statutory requirements and Employers Liability insurance with limits of \$500,000 for bodily injury by accident for each accident, \$500,000 for bodily injury by disease for each accident, and \$500,000 by accident for each person. The Contractor agrees that it will obtain a similar covenant with respect to worker's compensation insurance from any subcontractor retained by the Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Contractor.
- (b) Commercial General Liability insurance with the following limits.

Each Occurrence Limit	1,000,000
General Aggregate Limit	2,000,000

- (c) [INTENTIONALLY OMITTED].
- (d) Automobile liability insurance covering all owned, non-owned, or hired automobiles with limits for bodily injury and property damage, including residual liability insurance, of \$1,000,000 combined single limit for bodily injury and property damage. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Contractor.

13.02 Contractor agrees to notify the Authority in writing of any material change or cancellation or non-renewal of any of the required policies at least thirty (30) days prior to such material change, cancellation or non-renewal and failure to do so will constitute material breach of this Agreement.

13.03 Any commercial general liability insurance policy required herein shall include an endorsement naming the "City of Detroit", and the "Detroit Building Authority" as additional insureds, but the Authority's insurance shall be primary and non-contributory to any insurance carried by the Contractor. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Agreement. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written agreements, contracts.

13.04 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

13.05 All insurance required by this Agreement shall be written on an occurrence-based policy form, if the same is commercially available.

13.06 All commercial general liability policies shall be endorsed to have the general aggregate apply to the services provided under this Agreement only.

13.07 If during the term of this Agreement changed conditions or other pertinent factors should, in the reasonable judgment of the Authority, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the Authority.

13.08 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the Authority. Certificates of insurance evidencing the coverage and endorsements as required by this Agreement shall be in a form acceptable to the Authority and shall be submitted to the Authority prior to the commencement of the services at least fifteen (15) days prior to the expiration dates of expiring policies. In the event that any Contractor receives notice of a policy cancellation, the Contractor shall immediately notify the Authority in writing.

13.09 If any work is subcontracted in connection with this Agreement, the Contractor shall require each subcontractor to effect and maintain the types and limits of insurance set forth in this Agreement and shall require documentation of same, copies of which documentation shall be promptly furnished the Authority upon request.

13.10 The Contractors shall be responsible for payment of all deductibles contained in any insurance required under this Agreement. The provisions requiring the Contractors to carry the insurance required under this Agreement shall not be construed in any manner as waiving or restricting the liability of the Contractors under this Agreement.

13.11 The insurance required of all parties to this Agreement shall be written with insurers authorized to do business in the State of Michigan and shall be rated at least A: IX by A.M. Best's Rating Service.

13.12 Notwithstanding anything to the contrary contained in this Agreement, the Authority and the Contractor hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders for any loss or damage to the other's property by reason of fire, the elements, or any other cause which is covered by standard "all risks" property insurance (including comprehensive boiler and machinery coverage), regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders. Each party's property insurance policies shall contain provisions where the insurer waives their right of subrogation against such other party.

ARTICLE XIV
Payment and Performance Bonds

14.01 Contractor agrees to deliver to the Authority prior to the Commencement of Services, payment and performance bonds issued by a corporate surety licensed to transact business in Michigan in amounts equal to one hundred percent (100%) of the cost of Services.

ARTICLE XV
Fair Employment Practices

15.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Elliot-Larson Civil Rights Act (P.A. 1976 No. 453) and the Michigan Persons with Disabilities Act Civil Rights Act (P.A. 1976 No. 220) the Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

15.02 The Contractor is required to adhere to City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-69, "Prevailing Wage and Fringe Benefit Rates Required for City Projects," as amended.

15.03 The Contractor shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his (her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation.

15.04 The Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

15.05 The Contractor further agrees that it will notify any subcontractor of its obligations relative to fair employment practices nondiscrimination and affirmative action under this Agreement when soliciting same and will include the provisions of this Article in such subcontract, as well as provide the Authority a copy of any subcontract agreement upon request. The Contractor further agrees to take such action with respect to any subcontract procurement as the Authority may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

15.06 Breach of the terms and conditions of this Article XV may be regarded as a material breach of this Agreement.

ARTICLE XVI Personnel, Labor and Staffing

16.01 Contractor agrees to have available at all times during the Contract Term the appropriate levels of competent administrative, supervisory and skilled trade

personnel required to perform the Services associated with the Project in a timely, efficient and professional manner and in full cooperation with the Authority.

16.02 Contractor acknowledges that the Authority shall have approval rights with respect to certain Key Personnel (as defined herein) assigned to the Project, and that Contractor shall not remove such Key Personnel without the prior written consent of the Authority, which will not be unreasonably withheld. "Key Personnel" means those personnel identified as key personnel in Contractor's accepted proposal in response to the Authority's request for proposals for this Project.

16.03 Contractor further acknowledges and agrees that the Authority has the right to require the Contractor to remove and replace from the Project any of its direct employees or subcontracted personnel, including skilled trades who, in the reasonable discretion of the Authority, are not performing at the proper skill level or in the best interest of the Authority or are otherwise deemed detrimental to the Authority's service to its customers, patrons, invitees or the public.

ARTICLE XVII Notices

17.01 All notices, consents, approvals, requests, reports and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

If to Authority: City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226
Attention: Tyrone Clifton

with a copy to:

The Allen Law Group, PC
3011 W. Grand Blvd., Suite 2500
Detroit, Michigan 48202
Attention: Floyd E. Allen, Esq.

If to Contractor: Ideal Contracting, L.L.C.
2525 Clark Street
Detroit, Michigan 48209
Attention: Mr. Dan Budnik

17.02 Notices shall be deemed given on the date of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XVIII
Representations and Warranties

18.01 Contractor represents and warrants that all of the following statements are true and shall remain true from the Effective Date of this Agreement throughout the Contract Term:

- (a) The Contractor covenants that it is not, and will not become, in arrears to the Authority or the City upon any contract, debt or other obligations.
- (b) The Contractor is fully qualified and capable and has the requisite skills necessary to perform the Services pursuant to the terms and conditions set forth therein.
- (c) Contractor represents and warrants that it has full power to enter into this Agreement, to enter into the obligations described herein, to execute and deliver this as well as any and all other documents to be executed and/or delivered in connection herewith, and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of the Contractor.
- (d) Contractor represents and warrants that, as of the Effective Date and throughout the Contract Term of this Agreement, Contractor has not been and is not in arrears to the State of Michigan for any debts whatsoever (including, but not limited to, back taxes), nor is or was Contractor in default or in litigation regarding any issues with the State of Michigan, US Federal Government, Wayne County, Oakland County, Macomb County or the City.
- (e) Contractor represents and warrants that it has the necessary financial resources, employees, vehicles and equipment available to provide the Services as required by this Agreement.
- (f) Contractor represents and warrants that it is not, jointly or severally, party to any contract or agreement or subject to any other restriction or unusually burdensome order of any regulatory commission, court, board or agency, which may materially and adversely affect its ability to provide the Services. The execution and performance of this

Agreement and the documentation related hereto, will not result in the creation of any other encumbrance or charge upon any asset of Contractor pursuant to the terms of any other agreement. No provisions of any existing mortgage, indenture, contract or agreement affecting Contractor's operations and/or assets is in effect which would conflict with or in any way prevent the execution, delivery or enforcement of the terms of this Agreement.

- (g) To the best of Contractor's knowledge, it has not received any written notice from any governmental authority that the Contractor is now in violation of any governmental orders, regulations, statutes or ordinances dealing with the Contractor's operations. In the event any such notice from any governmental authority is received by Contractor between the Effective Date and throughout the Contract Term, which Contractor does not reasonably contest, Contractor shall correct the same at Contractor's expense as promptly as possible.
- (h) Contractor has not entered into any contracts or made any commitments which would bind the Authority as a successor in interest.
- (i) Contractor has not entered into any other existing agreements which will conflict with its obligations hereunder.
- (j) To the best of Contractor's knowledge, all documents heretofore and hereafter provided to the Authority are, and shall be complete, true, and accurate in all material respects.
- (k) Contractor has not contracted for the furnishing of labor or materials which will not be paid in full by Contractor in the ordinary course. Contractor shall indemnify the Authority from all loss, claims, and costs which the Authority may incur from the imposition of construction and/or storage/bailment liens, if any, arising from the acts and/or omissions of Contractor.
- (l) Contractor has no notice of, and there is no pending or threatened litigation, administrative action or examination, claim or demand whatsoever relating to the Contractor and/or its operations and/or assets, or the Services contemplated herein, before any court or any federal, state or municipal government department, commission, board, bureau, agency or instrumentality thereof, the outcome of which may materially adversely affect Contractor and/or Contractor's ability to perform the Services in accordance with this Agreement.
- (m) No federal, state or local taxing authority has asserted any tax deficiency, lien, or assessment against the Contractor which has not been paid or the payment for which adequate provision has not been made to the Authority's reasonable satisfaction.
- (n) That Contractor and the principals and/or partners and/or owners and/or officers of Contractor are citizens of the United States of America as defined in Section 1445 of the Internal Revenue Code, being 26 USC §1445.

- (o) This Agreement, and all related documents will, when executed and delivered by Contractor, be the valid, legal and binding agreements or obligations of the Contractor, enforceable in accordance with their respective terms, having been duly authorized by all requisite corporate action.
- (p) Contractor has complied with all City applicable clearance and hiring policy requirements, including execution and delivery of a Request for Income Tax Clearance, Vendor Clearance Request, Covenant of Equal Opportunity, Hiring Policy Compliance Affidavit and Slavery Era Records and Insurance Disclosure Affidavit.
- (q) Contractor hereby warrants, represents and covenants with the Authority that each and every warranty, representation, and covenant set forth in this Agreement shall be true for the period from the Effective Date and throughout the Contract Term of this Agreement.

ARTICLE XIX

Office of the Inspector General

19.01. In accordance with Section 2-106.6 of the City Charter, this Agreement shall be voidable or rescindable at the discretion of the Mayor Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

19.02. This Agreement shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Agreement in accordance with Section 2-106.6 of the City Charter.

19.03. A fine shall be assessed to the Authority in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Authority, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

19.04. Pursuant to Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

19.05. In accordance with Section 7.5-310 of the City Charter, any Public Servant who willfully and without justification or excuse obstructs an investigation of the

Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

19.06. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

ARTICLE XX Miscellaneous

20.01 (a) No failure by the Authority to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy resulting from a breach thereof shall constitute a waiver of any such covenant, agreement, term or condition of this Agreement and the same shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(b) Each party reserves and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement or provision under this Agreement unless such waiver is specifically prohibited. No act by or on behalf of a party hereto shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party and expressly stated to constitute a waiver.

20.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20.03 This Agreement, including all Exhibits attached hereto, which is a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the Authority nor the Authority's agents have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the Contractor by implication or otherwise unless expressly set forth herein. The Contractor hereby waives any defense it may have to the validity of the execution of this Agreement.

20.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article or section or other subdivision.

20.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

20.06 The headings and sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way effect the same.

20.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to and construed according to the laws of the State of Michigan. The Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Contractor agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put the Contractor on notice, and the Contractor hereby waives any and all claims relative to such notice. The Contractor also agrees that it will not commence any action against the Authority because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals or the State Supreme Court.

20.08 If any affiliate (as hereinafter defined) of the Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Contractor with right legal effect. "Affiliate" shall mean a "parent," subsidiary or other company controlling, controlled by or in common control with the Contractor.

20.09 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the Authority may contract with other companies and that the Contractor is free to render the same or similar services to other clients; provided, however, that the Contractor's obligations to the Authority contained in this Agreement will not be affected in any manner.

20.10 Neither party shall be responsible for any loss, damage, detention, or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, government priorities, or requests or demands of the National Defense Program, civil or military authority, war, insurrection, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

20.11 For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "Authority" shall be deemed to include the Detroit Building Authority, the City of Detroit, and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives and employees now existing or hereafter created.

20.12 The Contractor covenants that it is not, and will not become, in arrears to the Authority upon any contract, debt or other obligations to the City, including real property, personal property and income taxes.

20.13 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the Authority shall submit to the Contractor a confirmed copy of this Agreement.

20.14. Contractor covenants and agrees that it will complete the Project in a manner consistent with local, state or federal laws, rules or regulations now or hereafter in force and applicable hereto.

20.15. [INTENTIONALLY OMITTED].

20.16 Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Contractor's performance of this Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.


20.17 Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

20.18 Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing this Agreement or in connection with performing under the terms of this Agreement. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

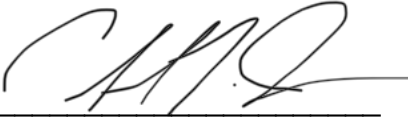
20.19 Contractor shall comply with all federal, state and local statutes, rules regulations and orders applicable to the conduct of the work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DETROIT BUILDING AUTHORITY, a Michigan public authority and body corporate

By: 

Hakim W. Berry

Its: Chairman
By: 

Christopher T. Jackson

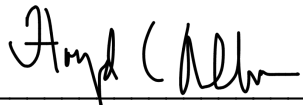
Its: Treasurer

IDEAL CONTRACTING, L.L.C, a Michigan limited liability company

By: _____

Its: _____

APPROVED AS TO FORM:



General Counsel, City of Detroit
Building Authority

ATTACHMENT A

PAYMENT PROCEDURES

The Contractor shall submit a cost breakdown of the work for the purpose of developing a schedule of values, as required by the Authority and/or by the funding source's accounting requirements and as required to further breakdown the unit cost in the proposal. The cost breakdown shall, when totaled, equal the total Contract amount for the work. The developed schedule of values shall be incorporated into the Contractor's invoice and used on a monthly basis to determine the amount earned by the Contractor that month. The cost breakdown must meet with the approval of the Authority and may be revised by the Authority at its sole discretion if it reasonably appears unbalanced. The Authority reserves the sole right, and the Contractor acknowledges such right, to withhold progress payments or portions thereof, in amounts judged necessary by the Authority, should the Contractor become in default of any of the terms and conditions of the Agreement.

Procedure for Monthly Payment Applications

1. Before the 25th day of each month, the Contractor will contact the Authority's Project Manager and provide an estimate of the quantities and values of work completed, as projected to the end of the month, so that a value of work completed and earned can be agreed upon.
2. The Contractor must verify quantities and values approved and submit in triplicate the detailed invoice before the 1st day of each month. For each of the line items in the approved cost breakdown, the Contractor shall indicate total charges through the current billing period, total charges through the previous billing period, total charges for the current billing period, quantities and types of units of work performed and the associated unit prices.
3. The monthly payment request shall be in the form of notarized AIA Documents G702 and G703 ("Application for Payment" and the "Continuation Sheet"), together with a spreadsheet of the schedule of values approved by the Authority.
4. A Partial Unconditional Waiver of Lien shall be submitted by the Contractor and its subcontractors to the Authority prior to the Authority processing Contractor's requests for payment. A final unconditional waiver of lien acknowledging payment in full to the Contractor and each subcontractor shall be submitted to the Authority at the time final payment is made.
5. A notarized Contractor's sworn statement, showing that all labor and materials furnished to the date of request have been paid in full shall accompany each monthly invoice.

6. All invoice documents and backup must be clearly identified with the Project name and shall be hand delivered or mailed to:

**Tyrone Clifton, Director
City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226**

7. Requests for payment for extra work items will be accepted only when covered by Change Order (AIA Document G701) to the Agreement and only when submitted in the appropriate format and after written approval by the Authority
8. Payment will not be made for materials stored off of the Project site that have not been inspected and approved by the Authority.
9. Should the Contractor fail to comply with steps (1) through (8), the monthly estimate presented to the Authority may not be honored.
10. No payments shall become due under this Agreement until:
 - a. This Agreement is executed by the Contractor and the Authority.
 - b. Such items as bonds and certificates of insurance are furnished and are satisfactory to the Authority.
 - c. Such time as the Authority receives from its funding source(s) funds for the work performed by Contractor, that is properly invoiced by the Contractor.
11. The Authority will pay the Contractor the value of work approved by the Authority, less the applicable retainage for Contractor's invoices that are approved by the Authority in accordance with these payment procedures.
12. Subject to paragraph 13 of these payment procedures, the Authority shall pay the Contractor final payment upon completion by the Contractor of all punchlist items; submission of as-built drawings and operation and maintenance manuals; receipt of consent of the surety; receipt of warranties and guarantees, and upon remittance of final payment from the Authority's funding source to the Authority. Payments shall be subject to a retainage of ten (10%) percent of each payment until such time that the work is fifty (50%) percent complete, after which a retainage of ten (10%) percent of each payment may be continued if the Authority determines that the Contractor is not making satisfactory progress towards substantial completion of the work or for any other reason relating to the Contractor's performance under the Agreement.
13. Acceptance of final payment by the Contractor shall constitute and operate as a release of the Authority and the City of Detroit (the "City") from any and all claims by the Contractor of any liability of the Authority or the City for any act or omission

relating to or arising under the Agreement, including any prior omission, negligence or default of the Authority, the City, or any of their officers, employees, agents or contractors. Any claim by Contractor relating to or arising from the Agreement and not otherwise waived by Contractor shall be submitted to the Authority prior to final payment in a verified statement of any and all claims relating to or arising under the Agreement, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein and the value of each such item, the claim for any delay, the alleged cause of each such delay, the period or periods of time of such delay, giving the dates when the Contractor claims the performance of the work or any particular part thereof was delayed and an itemized statement and breakdown of the amount claimed for each such delay. Unless Contractor's claims are completely submitted as required herein prior to the Authority's final payment to the Contractor, the Contractor will have waived such claims and the right to assert the claims.

EXHIBIT A

SCOPE OF WORK

The scope of work for the Project includes the following:

SEE ATTACHED HERETO

SCOPE OF WORK

SCOPE OF SERVICES: The Respondent will be responsible for providing professional and comprehensive Design/Build Construction Services necessary and incidental for the new State Fair Transit Center, including administering and supervising the completion, start-up and commissioning of the Work, including coordination at all times with the DBA. Services to be provided shall include, as appropriate without being limited to, the following:

Pre-Construction Services

The Respondent (Design/Build Team) will coordinate and oversee analysis, consultation, advice, and reasonable recommendations relating to the design, planning and administration of the Project, including but not limited to, the following:

- i) Establish architectural/engineering requirements;
 - a) Visual Site Inspection (assessment)
 - b) Programming
 - c) Schematic Design
 - d) Design Development
- ii) Complete Design Reviews. The reviews shall include, but are not limited to:
 - (1) Input on Design – review recommendations during the design process. This effort will identify opportunities for cost, schedule, or operation/maintenance savings that can be achieved without adversely impacting the safe operation, design intent or functional quality of the structure.
 - (2) Constructability Reviews – are intended to address the ability to successfully construct the design as intended. Review means and methods intended to reduce cost, improve schedule, and worker safety.
 - (3) Phasing and Logistics – will be an integral part of construction. Develop a coordinated phasing, sequencing and staging plan.
- iii) Schedule Development – The Respondent will be required to develop a detailed coordinated schedule using an established format acceptable and accessible for use by the DBA. The schedule will identify detailed work activities in relationship to the City Departments and users. The Respondent will be required to obtain DBA approval of the schedule and for deviations from the approved schedule, including development and implementation of schedule recovery strategies when required.
- iv) The Respondent will be required to obtain DBA written approval for the budgets. After approval of the initial budgets, monitor project development and execution to ensure conformance with the budgets. For deviations from the approved budget, develop rectification strategies and implement their execution.
- v) Bidding: Using bidding documents developed by the Respondent, bid the work. Receive and evaluate bids and make contract recommendations to the DBA. Prepare construction contracts.

Construction Phase Services and Post-Construction Phase Services:

The Respondent (Design/Build Team) shall provide the following Services for the Project:

- i) Prepare and execute construction contracts upon receipt of the DBA's written approval
- ii) Coordinate the Work with the DBA and the Detroit Department of Transportation.
- iii) Coordinate all access, unloading, storage, temporary facilities/equipment and trash removal for the Project with the DBA and the Detroit Department of Transportation.
- iv) Review of payment requests, including coordinating with the DBA acceptance of materials, review of completed work, organization of any required testing, coordination with authorities having jurisdiction, and receipt of final record documentation.

- v) Permits – Coordinate with those entities having jurisdiction over the Project to ensure that all necessary permits are obtained in a timely fashion, in support of the schedule.
- vi) Coordinate with the DBA and the Detroit Department of Transportation the site management, including the allocation of storage areas, jobsite trailers, site access, site maintenance, jobsite safety and security, waste removal, etc.
- vii) Monthly Reporting – The Respondent will provide the DBA with monthly progress reports during construction, including when requested, presentations to the DBA Board
- viii) Start up and Commissioning of System - The Respondent shall be responsible for coordinating and overseeing with the DBA and DDOT the start up and commissioning appropriate and incidental to the Project

I. Property Condition Assessment (PCA)

- i. Visual Site Inspection/Observation, including site photographs. Photographic records are necessary for the completion of the PCA Report. Authorization to use cameras on the subject property and to access all necessary areas of the property will be required prior to the site inspection.
- ii. Identify existing conditions of facility, including an itemized list of observed deficient building conditions. Provide detailed itemized engineering estimate of probable cost to repair or replace deficient items. Provide preliminary evaluation of all building systems (i.e. mechanical, electrical, plumbing, fire systems, roof systems, etc.) to determine applicability for DPD's intended use and remaining service life. Using current energy information, project energy usage of building based upon DPD's operation.
- iii. Coordinate meetings with various jurisdictional agencies and individuals, including any necessary municipal, county and state agencies to identify potential issues or conflicts prior to the start of the acquisition or disposition process. (As always, confidentiality concerns dictate how much information can be discussed with local agencies).
- iv. Provide Municipal Records Research (if required), including but not limited to Zoning Ordinance and Master Plan/Land Use Review, Utility and Survey Research, and Public Tax Information Review.
- v. Preparation of a final report and recommendations (3 copies, plus electronic upload to E-Builder). The final report will include a review of existing site conditions, visibility and access, and, if available, a history of the property.
- vi. Any governmental citations issued against the subject property and/or buildings due to code or other violations are to be identified. Also to be identified are planning, setback and parking requirements, utility availability and contacts, and other use requirements.
- vii. The report shall also include photographs, location maps, aerial photos, and related site/utility plans, subject to availability.

The City requires that the selected Firm(s) comply with all applicable federal, state, and local laws, rules, regulations, protocols, requirements, ordinances, and orders.

II. Adaptive Reuse Assessment and Feasibility Analysis

The budgeted design and planning services include a feasibility study of the existing Coliseum, Dairy Cattle Barn, and Agriculture historic buildings. The selected Proposing Entity will be tasked with evaluating the physical condition of these structures and their feasibility for redevelopment, by reviewing considerations including rehabilitation cost estimates and possible re-use programming. This feasibility study for the Coliseum and Dairy Cattle Barn buildings will incorporate

an adaptive re-use assessment for at least partial use as a transit center, and the funding currently available for construction.

- i. Site Analyses. Structural engineering report regarding all existing structural systems and HVAC/Electrical report regarding all existing mechanical/electrical systems.
- ii. Programming and/or Tenant Analyses. Exploration and identification of potential programming and/or tenant uses that would fit the existing structures, should they exist, provided in a memorandum format.
- iii. Conceptual Design. Describe in narrative form and illustrated via floor plans and rendering for each of the following scenarios: 1) "Graybox" renovation of buildings to make them ready for an unidentified tenant that includes basic information about access, circulation, interior divisions and basic technical/code upgrades needed; 2) Renovation of buildings to meet needs of potential tenants as identified in item ii above that includes more detail information about access, circulation, interior divisions, and technical/code upgrades.
- iv. Cost Analysis. Cost estimates for both renovation scenarios as described in item iii above.
- v. Investment Memorandum. Exploration and identification of potential financial tools that might support such renovation, including, but not limited to the State of Michigan Historic Tax Credit, Federal Historic Tax Credits, etc.

II. **Programming**

- A. Conduct interviews with the identified site and facility user groups.
- B. A design program will be presented to the DBA and the Detroit Department of Transportation for review. Revisions may be required prior to finalization of the program document. Deliverables:
 - i. List program goals and objectives. Design and provide programmed spaces and sizes, conceptual design sketches, questionnaires, and supplemental design criteria.
- C. Furniture, Fixture, & Equipment – Include the coordination of furniture layout, coordinated with structured cabling for data and VoIP telephones.

III. **Schematic Design**

- A. The architectural firm will prepare for the Detroit Building Authority schematic design documents consisting of drawings and written descriptions more precisely establishing the scope and character of the proposed design and renovation program services and materials.

IV. Design Development

- A. After the approval of the schematic design by the Detroit Building Authority, Design Development will be completed, including any required revisions to the schematic design, scope and budget.
- B. The architectural firm will provide its written "Design Intent" to the Detroit Building Authority and the Detroit Department of Transportation.

V. Construction Documents

- A. The architectural firms will prepare final contract documents consisting of 24" x 36" stamped, drawings and specifications describing in detail the complete requirements for the construction of the project. The firm will also prepare additional computerized drawings compatible with the computer system identified by the City of Detroit.

VI. Construction Administration

- A. Processing of Shop Drawings and Submittals – Limited to (2) submittals per trade by industry standard and response to all requests for information (RFI's). RFI responses to occur in seven (7) days.
- B. Observation Services/Site Visits – Two (2) meetings and (2) site visits per month for a total of (4) meetings/site visits per month, or as otherwise agreed in writing by the Detroit Building Authority.
- C. Project Closeout – Includes detailed inspection and punch list; determination of amounts to be withheld from contractor payment prior to final completion; issuance of Certificate of Substantial Completion; and approval of final payment.
- D. As Built Drawings – Coordination of all final sub-contractors as built drawings into the final construction drawings for submittal to the Detroit Building Authority.

VII. Drawing

- Recommending and preparing detailed Project management and administration procedures
- Assisting the DBA with Project scope development & use / benefit (ROI) assessment of conceptual design features and systems
- Coordinating with the DBA AND DDOT the design and construction of the project
- Conducting and coordinating reviews with the DBA, BSEED, and governing entities having jurisdiction (codes and permitting) during the Projects' scope development, design development and construction
- Providing compatibility and constructability assessments with consideration for operations and potential for future improvements / expansion including close coordination with the DBA and DDOT.

- Preparing consolidated monthly updated schedules, budgets, progress status reports and cash flow projections during pre-construction and construction through close-out.
- Preparing and assembling procurement documents (Bid Packages) for publication and advertisement and soliciting of competitive Bids for the construction of the Project in strict compliance with the DBA's approved procurement procedures
- Publicly opening with the DBA representatives attending all received bid openings; evaluating and proposing cost reduction alternatives where the Project budget is exceeded
- Preparing and negotiating with the DBA a reasonable Guaranteed Not-to-Exceed Amount for the Project with an Owner's controlled contingency not to exceed 10% and including providing 100% performance and 100% payment bonds for each approved Project
- Providing a 100% performance and 100% payment bond for the full amount of the Design/Build Construction Services fee, general conditions and cost of construction for the Project. The DBA will not reimburse subcontractor bonding if required by the Respondent; the Respondent shall include the cost of subcontractor bonding in the fee percentage
- Executing, administering and providing direct supervision for all DBA approved contracts for the construction and commissioning of the Project
- Arranging for, contracting and supervising independent quality control inspection services
- Preparing accurate cash flow projections, processing invoices for construction contracts, and assembling monthly invoices in cooperation with the DBA's Project Accountant
- Obtaining, organizing and providing the DBA with all contractor insurance, waivers, sworn statements, warrantees, operating / start-up manuals, and contractor furnished as-built drawings and cut sheets
- Completing all punchlist items and securing a final Certificate of Occupancy from the City BSEED prior to final payment

The Respondent will report to and receive direction from the DBA Owner's Representative or other person designated by the DBA.

The Design/Build Construction Services will incorporate the General Terms and Conditions and Form of Agreement issued with this RFQ/P.

A summary of the anticipated scope of services includes, without being limited to:


Post Construction:

- (1) Supervise completion of all punch lists:
 - (a) Coordinate final sign off with the DBA and the Detroit Department of Transportation.
- (2) Coordinate the completeness and delivery of marked up "as-built" plans for incorporation into record drawings that meet the DBA's requirements;
- (3) Obtain, review for completeness and deliver operations and maintenance manuals and warranties to the DBA and the Detroit Department of Transportation.
- (4) Arrange and coordinate the training of the facility with the DBA and Detroit Department of Transportation operations personnel, as required.
- (5) Receive and review warranties of the systems;
- (6) Ensure closure of all permits;
- (7) Address post construction insurance requirements;
- (8) Resolve all claims;
- (9) All other requirements of the General Terms and Conditions.
- (10) Security – The Respondent will coordinate job site security from construction until acceptance of Certificate of Occupancy from the DBA.

EXHIBIT B

CONTRACTOR'S PROPOSAL

SEE ATTACHED HERETO



CITY OF DETROIT
**NEW STATE FAIR
TRANSIT CENTER**

QUALIFICATIONS / PROPOSAL (RfQP)

February 22, 2021

DETROIT BUILDING AUTHORITY

Donna Rice, Senior Project Manager
1301 Third St., Suite 328 | Detroit, MI 48226



February 22, 2021

Detroit Building Authority
Donna Rice
1301 Third Street, Suite 328
Detroit, MI 48226

Subject: New State Fair Transit Center

Dear Ms. Donna Rice,

On behalf of the Ideal Contracting and DLZ team, we are pleased to present its response to the New State Fair Transit Center RfQP. Ideal Contracting is Detroit-headquartered and DLZ is Detroit-based; both firms are certified Minority-owned businesses with synergies that enhance our strengths, capabilities, resources, and complement our broad experiences to provide the best value for the project.

Our team will committing executive leadership, operations, highly qualified and experienced designers, engineers, and construction professionals to successfully deliver this project. Ideal Contracting and DLZ are experienced City of Detroit vendors. We value our home and the City of Detroit as demonstrated through our collective community engagement. Both Ideal Contracting and DLZ are known for positively influencing our home communities. Ideal Contracting in teaming with DLZ, prioritizes delivering exceptional project results contribute to the vibrancy and rebirth of our community.

Within our proposal, we present the following benefits to the project:

- » A commitment to Detroit and improving our shared home
- » A proven, experienced team
- » A commitment to inclusion and diversification
- » Experience with urban transit agencies, including award-winning transit station design
- » Familiarity with the site from previous project experience

Our relevant experience and reputation as leaders in safety, quality, and sustainable design and construction practices will prove beneficial to providing a predictable and positive outcome for this project. Should you have any questions, please do not hesitate to contact us.

Regards,

Ideal Contracting L.L.C.
Dan Budnik
Director of Preconstruction
248.640.0782
dbudnik@idealcontracting.com

DLZ Michigan, Inc.
Dor'Mario Brown
Field Services Division Manager
248.727.7083
dbrown@dlz.com

SCOPE OF WORK, PROPOSAL FORMS & EXHIBITS

MANDATORY COMPONENT TITLE	CHECK IF INCLUDED IN THIS RFP
Section - Statement of Proposal Form	
Section - Proposal Form	
Section - Business Information Questionnaire	
Exhibit A: Introduction/Scope of Work	
Exhibit B: Drawings (For Reference Only)	
Exhibit C: Qualifications Evaluation	
Exhibit D: Disposal of Material Affidavit	
Exhibit E: Non-Collusion Affidavit	
Exhibit F: Equalization Eligibility Credit	
Exhibit G: Executive Order 2016-1	
Exhibit H: Vendor Clearances	
Exhibit I: Consolidated Affidavits:	
I. Hiring Policy Compliance Affidavit	
II. Slavery Era Records and Insurance, and Prison Industry and Immigration Detention System Records and Interests Disclosure	
III. Covenant of Equal Opportunity	
IV. Statement of Political Contributions and Expenditures	
Exhibit J: Corporation Certificate of Authority	
Exhibit K: Debarment Suspension Affidavit	
Exhibit L: Financial Statements Affidavit	
Exhibit M: Affidavit of Disclosure of Interests By Contractors and Vendors	
Exhibit N: Format for the Monthly Progress Report	
Exhibit O: Construction Services Design/Build Agreement	

A large green square frame is positioned on the left side of the page, partially enclosing the text. The frame is composed of a thick green line that forms a square with an open right side.

STATEMENT OF PROPOSAL



1301 Third • Suite 328 • Detroit, MI 48226 • 313-224-0174 phone • 313-224-4998 fax

Post Interview – Revised Proposal

March 12, 2021

PROPOSAL FORM

(INVITE ONLY- TO BE SUBMITTED BY SHORT-LISTED TEAMS)

MIKE DUGGAN

MAYOR, CITY OF DETROIT

PROPOSAL FORM

REQUEST FOR QUALIFICATIONS/PROPOSALS

TO SELECT A DESIGN/BUILD CONTRACTOR

FOR THE

NEW STATE FAIR TRANSIT CENTER

FOR THE

CITY OF DETROIT

DEPARTMENT OF TRANSPORTATION

(DBA #88-0006)

NAME OF PROPOSING ENTITY: Ideal Contracting, LLC

PROPOSING ENTITY ADDRESS: 2525 Clark Street, Detroit, Michigan 48209

DUNN & BRADSTREET NUMBER (DUNS #): 014296052

CONTACT NAME: Daniel Budnik _____

TELEPHONE: 248-640-0782 _____

FAX: 313-843-2532 _____ E-MAIL ADDRESS: dbudnik@idealcontracting.com _____

DATE: 3/15/2021 _____

This Proposal is hereby submitted to the DETROIT BUILDING AUTHORITY (herein referred to as "the DBA") located within the Detroit Public Safety Headquarters facility, at 1301 Third Street, Suite 328, Detroit, MI 48226.

A. PROPOSAL

The Undersigned, on behalf of the Proposing Entity, certifies to the DBA that the Proposing Entity having examined the documents comprising the DBA's Request for Qualifications/Proposals and having sufficiently inspected the existing Facility hereby tenders to the DBA this Proposal to furnish professional and expert Design/Build Construction Services as set forth and contemplated in the RFQ/P Documents.

B. EXECUTION OF THE AGREEMENT, COMMENCEMENT OF SERVICES

The Undersigned on behalf of the Proposing Entity,

1. Certifies that, by the act of submitting this Proposal, the Proposing Entity is prepared and agrees to execute, without modification, the Design/Build Construction Services Agreement (the Agreement) substantially in the form and content included as Section 8, incorporating the portions of this Proposal deemed appropriate to the DBA.
2. Agrees, pending the DBA's preparation of the Agreement, to start immediately upon receipt of a written Letter of Intent to Award / Notice to Proceed from the DBA, to mobilize and initiate the provision of the Services without delay and to diligently pursue the performance of the Design/Build Construction Services and completion of the Project according to the reasonable schedule requirements of the DBA.

C. INSURANCE & PERFORMANCE / PAYMENT

The Undersigned, on behalf of the Proposing Entity, agrees to provide prior to the execution of an Agreement or upon receipt of Letter of Intent to Award / Notice to Proceed from the DBA, satisfactory proof of insurance required in types and coverage and minimum limits specified in the RFQ/P Documents and proof of ability to secure 100 % performance & payment bonds.

D. ADDENDA

The Undersigned on behalf of the Proposing Entity acknowledges receipt of the following addenda that specify revisions to and are incorporated into the RFQ/P Documents:

Addendum No. 1, dated 3/2/2021 Addendum No. dated
Addendum No. , dated Addendum No. dated

E. PROPOSED DESIGN/BUILD CONSTRUCTION SERVICES AND PRICING

The Undersigned, on behalf of the Proposing Entity, proposes the following Design/Build Fees, Construction, FFE, and Reimbursable Costs based on the total Project Budget of \$ 6,400,000.00.

1. Proposed Design/Build Fee inclusive of all corporate overheads and profits, subcontractor bonds if required, compensation for services above the Project Manager position.

2.25 % of the Total Construction Project Costs

Alternate Proposed for Design/Build Fee – Fixed Lump Sum \$ 160,000.00

Alternate Proposed for Design/Build Fee on total Project Budget of **\$6,400,000.01 - \$8,500,000.00.**

2.125 % of the Total Construction Project Costs

Fixed Lump Sum \$ 182,750.00

Alternate Proposed for Design/Build Fee on a total Project Budget of **\$8,500,000.01 - \$10,000,000.00.**

2.00 % of the Total Construction Project Costs

Fixed Lump Sum \$ 200,000.00

2. Proposed Reimbursable Design/Build General Conditions inclusive of all costs related to project staff wages, fringe benefits, taxes & insurance, bonuses, vehicle allowances, Project utilities, Project security, Project offices, office equipment, offices supplies, computers, printers, phones, faxes, and other reimbursable costs required to provide the specified Design/Build Construction Services for the Project, including building permit fees, and start-up commissioning.

\$ 813,630 Guaranteed Not-to-Exceed (NTE) reimbursable GC costs (\$6,400,000.00 budget)

\$ 1,006,600 Guaranteed NTE reimbursable GC costs (**\$6,400,000.01-\$8,500,000 budget**)

\$ 1,159,100 Guaranteed NTE reimbursable GC costs (**\$8,500,000.01-\$10,000,000 budget**)

3. Proposed 100% Performance and 100% Payment Bonds based on total construction budget of \$6,400,000.00.

\$ 65,800.00 Guaranteed Not-to-Exceed

\$ 82,295.00 Guaranteed Not-to Exceed (**\$6,400,000.01-\$8,500,000 budget**)

\$ 93,5550.00 Guaranteed Not-to Exceed (**\$8,500,000.01- \$10,000,000 budget**)

4. Cost of Builder's Risk Insurance based on a total construction budget of:

\$6,400,000 \$6,880.00 Guaranteed Not-to Exceed

\$6,400,000.01 - \$8,500,000 \$9,180.00 Guaranteed Not-to Exceed

\$8,500,000.01 - \$10,000,000 \$10,780.00 Guaranteed Not-to Exceed

3. Property Condition Assessment only for the Joe Dumars Fieldhouse:

Lump Sum Cost: \$ 10,600.00

4. Property Condition Assessment for the Dairy Cattle Building, the Coliseum and the canopy. Feasibility studies for the Dairy Cattle Building and Coliseum:

Lump Sum Cost: \$ 64,900.00

5. Produce drawings for Joe Dumars Fieldhouse as needed for Property Condition Assessment:

Lump Sum Cost: \$ 2,200.00

6. Produce drawings for Dairy Cattle Building, the Coliseum and canopy as needed for Property Condition Assessments, Feasibility Studies and future design of Transit Center.

Lump Sum Cost: \$ 7,400.00

F. EXCEPTIONS TO THE RFQ/P DOCUMENTS

The Proposing Entity takes exception to the following requirements of the RFQ/P Documents (refer to section of the RFQ/P for conditions regarding exceptions stated below):

Please see attached clarifications

G. VOLUNTARY ALTERNATES

The Proposing Entity offers for the DBA's consideration the following Voluntary Alternates. The Proposing Entity acknowledges that the DBA is under no obligation to review, evaluate or accept any Voluntary Alternate, and that the Proposing Entity has not, in any way, relied on or presumed the DBA's acceptance of these Voluntary Alternates in the preparation of this Proposal. The Proposing Entity acknowledges that the offered Voluntary Alternates have no exclusivity or copyright that prohibits the

DBA from using any portion or version relative to the solicitation and procurement of Design/Build Construction Services.

No Proposal shall be considered valid which has not been manually signed in ink in the appropriate space below:

This Proposal is hereby tendered to the Detroit Building Authority on behalf of the Proposing Entity on the 15 day of March, 2021

The Undersigned, under penalty of perjury, certifies that:

1. I have the legal authorization to bind the Proposing Entity.
2. I have submitted the Qualifications and Proposal of the Proposing Entity in full compliance with this RFQ/P, and I have executed on behalf of the Proposing Entity on the Proposing Entity's letterhead, the following affidavit.



Signature



Signature



March 3, 2021

Clarifications for RFP 88-0006 New State Fair Transit Center

Ideal Estimate No. 21-0079 Rev2 3.15.2021

Clarifications:

1. Proposal is based on a mutually agreed upon schedule completing by Mid June 2022.
2. Proposal is base upon an adaptive reuse scenario
3. Conceptual plans show were for illustration purposes only and do not imply a budgetary commitment for an adaptive reuse solution.
4. Proposal is assumed to be fees only. No commitment is being made that assumes the stated budget of \$6,400,000 can execute all of the requirements of the project at this time. Budget commitment can be determined upon feasibility studies, condition assessments, initial programming are completed.
5. Please see the attached matrix for an explanation of the costs included in our general conditions. Our lump sum general conditions are only based on the first column of the matrix.
6. Assumed an average of two meetings per week during the design and construction phase, or up to 100 meetings total.
7. Community Engagement Meetings – We have included up to (2) two public meetings for community engagement.
8. Bid Form Item E.4 includes a property condition assessment to identify deficiencies and potential capital improvements. The feasibility study will explore potential adaptive reuse opportunities including conceptual fit studies for the Dairy Cattle Building and Coliseum. This does not include design, architecture, engineering, or construction associated with these buildings.
9. Bid Form Items E.3 and E.4 property condition assessments include visual observation only of conditions that are not concealed, and do not include hazardous material surveys or destructive investigation.
10. Bid Form Item E.5 and E.6 are to prepare floor plans only of existing buildings for purposes of providing supportive documentation for the property condition assessment. These are not meant to be comprehensive measured drawings of the existing buildings.
11. Building Information Modeling (BIM) will be developed to an industry standard Level of Development (LOD) of 300.
12. Structural foundation design assumes a shallow foundation system will be viable, to be confirmed with geotechnical investigation.
13. Assumed no NEPA consulting is required.
14. Understood that this facility will not be LEED certified.
15. The schedule assumes that Owner design reviews will be completed in 5 working days, as reflected on the preliminary project schedule.

**YOUR VISION. OUR PEOPLE.
BUILDING TOGETHER.**

16. It is understood that our team will design to meet the established budget. However, if needs identified by the City during programming and schematic design phases exceed the established budget, then the scope and budget will need to be revisited and validated prior to moving into final design phases.
17. Portions of the road network, storm water management and utility infrastructure from the overall Amazon development will be available for use of this project and that this project does not necessarily require a dedicated standalone road network or storm infrastructure. Civil infrastructure improvements are limited to the area immediately surrounding the transit center.
18. Ideal Contracting practices lean construction practices. Document distribution will be electronic to minimize reproduction expenses and support sustainable practices. We have included a \$5,000 allowance for printed documents requested by the owner.
19. Costs not identified in our General Conditions noted as Construction Cost from budget as noted on our cost matrix will be defined as the overall program and scope of services are defined through the design process. These services will be competitively bid services. We feel that this gives the owner the best value by offering transparency and flexibly as the services will be tailored to accommodate final scope and budget.
20. We exclude liquidated damages

- Are any programming workshops planned, and if so, how many?

Yes, the amount of Programming meetings is contingent on the number of assigned Stakeholders to the project. Based on current understanding of the project, our team anticipates a maximum of three programming meetings. The first is intended for pure data gathering utilizing our programming survey materials. This can either be setup to gather data online or in hard copy form depending on owner preference. The second meeting is to provide our data findings in a condensed report submitted to ownership. The third will be to present our adjacency diagrams and blocking diagrams for team review.

- Are number of visits to complete the PCA and feasibility tasks limited?

To maintain an expedient schedule our goal is to maximize the time on site while providing both the building assessment(s) as well as scanning the buildings to produce accurate drawing development. It is anticipated that both efforts can be completed in three to four days on site.

It is intended that the feasibility studies will utilize the information already gathered in the aforementioned days on site and therefore isn't specific to the feasibility studies. It may be anticipated however that some site visits may be required to verify select building amenities during the conceptual planning (feasibility) stage. Site visits during the feasibility phase are an expectation and currently built into our feasibility study fee and therefore is not an extra at this time.

- Are any concept design workshops planned, and if so, how many?

**YOUR VISION. OUR PEOPLE.
BUILDING TOGETHER.**



Yes, up to three concept design charrettes are expected for the repurposing of the Cattle building to adequately define the project scope.

It is understood for such a community-based project overall community presentation meeting are required and will be provided by our team. However, any community-based design charrettes will be considered an extra service.

- Any review meetings for DD's or CD's, and if so, how many?

We anticipate weekly progress meetings during the design phase including 1-2 design review meetings for each phase including SD's, DD's, and CD's. The specific cadence of meetings will be confirmed during the project kickoff meeting.

- How many revisions will be provided for the PCA/Feasibility Study report?

For the property condition phase of work our team will submit for review a draft copy of each report to the ownership. The draft copy is intended to verify that our team are covering all aspects and expectations of ownership. This draft review will be performed as a page turn meeting where the entire team is gathered to provide all comments and feedback ahead of submitting a final report.

The feasibility report, although running concurrently with the PCA, will entail additional meetings and such will require additional revisions. It is expected the feasibility study will include a draft copy during an in-person review / presentation. Once our team has gathered all commentary we will update each concept and meet once again for a final review / presentation. Once our full team including all stakeholders has agreed on the conceptual direction, our team will format the deliverables into an agreed upon final presented format.

- The Addendum specified how many public engagement meetings should be included in the proposal including public updates. Confirm all meetings and tasks are covered in your proposal.

Yes, confirmed. This includes one presentation to City of Detroit Administration and one presentation to Department of Neighborhoods District 2, and a presentation to DDOT prior to each of the above presentations.

- Utility assumptions?

We assume that all necessary utilities are available at or within the immediate area of the project site including electric, gas, sanitary, water, and storm infrastructure. We do not anticipate the need to extend utilities from the public right of way. However, if it becomes necessary then utility extension can be accomplished as appropriate to meet the needs of the project.

**YOUR VISION. OUR PEOPLE.
BUILDING TOGETHER.**



- Intentions to review state records? How?

We intend to review historical records (SHPO) and data to the extent we can to gather a true understanding of what can be remediated, renovated or applied to regarding the existing State Fair buildings.

Please do not hesitate to call with any questions.

Sincerely,
IDEAL CONTRACTING

A handwritten signature in blue ink, appearing to read "D. Budnik", is written over a light blue horizontal line.

Daniel Budnik
Director of Preconstruction



AISC
CERTIFIED
ERECTOR

**YOUR VISION. OUR PEOPLE.
BUILDING TOGETHER.**

New State Fair Transit Center

Detroit, MI

Design/Build General Conditions Breakdown (Base Bid \$6.4M)

	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>	<u>Total</u>
<u>Project Staffing Requirements</u>					
Senior Project Manager (1)	600.00	Hrs	\$ 107.00	\$ 64,200	
Project Engineer (1)	540.00	Hrs	\$ 65.00	\$ 35,100	
Superintendent (2)	1,520.00	Hrs	\$ 91.50	\$ 139,080	
Accounting (1)	72.00	Hrs	\$ 72.00	\$ 5,184	
Safety Manager (1)	72.00	Hrs	\$ 78.00	\$ 5,616	
Estimating Support (1)	64.00	Hrs	\$ 114.00	\$ 7,296	
Total Staffing					\$ 256,476
<u>Temporary Facilities</u>					
Site Office Trailer 12x60 (3)	8.00	Mo	\$ 865.50	\$ 6,924	
Internet Connection	8.00	Mo	\$ 90.00	\$ 720	
Drinking Water	8.00	Mo	\$ 120.00	\$ 960	
Total Temporary Facilities					\$ 8,604
<u>Temporary Utilities</u>					
Temp. Toilet - Port-a Johns	24.00	Mo	\$ 150.00	\$ 3,600	
Temp. Elec. Connect	1.00	LS	\$ 1,600.00	\$ 1,600	
Temp. Elect. Usage	8.00	Mo	\$ 125.00	\$ 1,000	
Temp. Water Connect	1.00	LS	\$ 1,600.00	\$ 1,600	
Temp. Water Usage	8.00	Mo	\$ 125.00	\$ 1,000	
Total Temporary Utilities					\$ 8,800
<u>Clean-Up</u>					
Dumpsters	10.00	Ea	\$ 425.00	\$ 4,250	
Total Clean-up					\$ 4,250
<u>Support Equipment</u>					
On-Site Vehicle	190.00	Days	\$ 55.00	\$ 10,450	
Total Support Equipment					\$ 10,450
<u>Miscellaneous</u>					
Project & Safety Signage	1.00	LS	\$ 2,000.00	\$ 2,000	
Building Permits (based on \$6.4M)	1.00	LS	\$ 73,752.00	\$ 73,752	
GL Insurance (based on \$6.4M)	1.00	LS	\$ 19,298.00	\$ 19,298	
Reproduction Expenses (owner docs)	1.00	Allow	\$ 5,000.00	\$ 5,000	
Total Miscellaneous					\$ 100,050
<u>Design Services</u>					
	<u>Est Hrs +/-</u>		<u>Avg Rate</u>		
Programming	200	Hrs	\$ 125.00	\$ 25,000	
Schematic Design	480	Hrs	\$ 125.00	\$ 60,000	
Design Development	800	Hrs	\$ 125.00	\$ 100,000	
Construction Documents	1600	Hrs	\$ 100.00	\$ 160,000	
Construction Support	640	Hrs	\$ 125.00	\$ 80,000	
Total Design					\$ 425,000
Total Design/Build General Conditions					\$ 813,630

Note: Other fees marked "x" in the General Conditions Column of the Cost Matrix are enhanced services provided to the project not expressly priced above.

(1) Rate includes wages, car allowances, computers, cell phones

(2) Rate includes wages, computer, cell phones

(3) Traler cost includes furnishings

New State Fair Transit Center

Detroit, MI

Design/Build General Conditions Breakdown (Base Bid \$6.4M)

	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>	<u>Total</u>
Property Assessment for Joe Dumars Fieldhouse					
Senior Project Manager	8.00	Hrs	\$ 107.00	\$ 856	
Project Engineer	4.00	Hrs	\$ 65.00	\$ 260	
Design & Engineering Services	1.00	LS	\$ 9,487.00	\$ 9,487	
					\$ 10,600 **
Property Assessment & Feasibility for Dairy Cattle & Coliseum					
Senior Project Manager	18.00	Hrs	\$ 107.00	\$ 1,926	
Project Engineer	8.00	Hrs	\$ 65.00	\$ 520	
Design & Engineering Services	1.00	LS	\$ 62,555.00	\$ 62,555	
					\$ 65,000 **
Produce drawings for Joe Dumars Fieldhouse as needed for Property Condition Assessment					
Project Engineer	1.00	Hrs	\$ 107.00	\$ 107	
Design & Engineering Services	1	LS	\$ 2,100.00	\$ 2,100	
					\$ 2,200 **
Produce drawings for Dairy Cattle Building, the Coliseum and canopy as needed for Property Condition Assessments, Feasibility Studies and future design of Transit Center.					
Project Engineer	5.00	Hrs	\$ 65.00	\$ 325	
Design & Engineering Services	1.00	LS	\$ 7,100.00	\$ 7,100	
					\$ 7,400 **

**Rounded Value



**CITY OF DETROIT - Department of Transportation
New State Fair Transit Center**

1. CONSTRUCTION MANAGEMENT SERVICES					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Project Superintendent(s)	X				
Asst. Superintendent(s)	X				
Field Engineer	X				
Corporate Executives					X
Project Executive					X
Project Manager on Site	X				
Accounting	X				
Scheduling	X				
Purchasing	X				
Value Engineering	X				
Systems Development	X				
Estimating	X				
Cost Engineers	X				
Project Coordinator/Expeditor	X				
Safety Officer	X				
Secretarial - On Site	X				
Mechanical Coordinator - On Site	X				
Project Engineer - On Site	X				
Time Keeper/Checker	X				
Superintendents' Transportation	X				
Off-Site Staff Travel Cost	X				
On-Site Project Manager Transportation	X				
Engineers Transportation	X				

2. SAFETY SECURITY AND SERVICE					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Safety Officer	X				
Safety Program	X				
On-Site Staff	X				
Security		X			
ILSM Program		X			

3. FACILITIES EQUIPMENT LAND SERVICES					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Temp. On-Site Facilities	X				
Office Trailer Rental	X				
Tool/Utility Trailer Rental	X				
Water/Ice	X				
Temp. Heat/Trailer	X				
Temp. Cooling/Trailer	X				
Temp. Toilet/Sewer Svc.	X				
Proj Signs/Bulletin Boards	X				
Telephone Expenses	X				

Temp. Roads		X			
Misc. Equipment		X			
Layout Engineer/Surveyor		X			
Safety and First Aid	X				
Construction Trailers	X				
Temporary Toilets	X				
Temporary Stairs		X			
Temporary Hoist		X			

4. INSURANCE & BONDS					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Builders Risk Insurance			X		
General Liability	X				
Completed Oper. Liability	X				
Excess Liability Coverage	X				
Worker's Compensation		X			
FICA Insurance		X			
Federal Unemployment		X			
State Unemployment		X			
Performance Bond				X	
Payment Bond				X	
Street/Property Bonds			X		

5. OTHER COST					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Project Taxes		X			
Construction Equipment		X			
Design & Engineer New Build	X				
A/E Bid Packages for New Build	X				
Survey		X			
Geotechnical Investigation		X			
Environmental services		X			
Demolition Engineering		X			
Material Testing of Existing		X			
Construction Staking		X			
3D High-def Scan of Existing Build		N/A			
LEED Certification Consulting		N/A			
Title/Development Cost			X		
Land Costs			X		
Financing/Interest Cost			X		
Interim Financing Costs			X		
Owner Change Contingency			X		
Bldg. Oper. After Move-In			X		
Bldg. Maint. After Move-In			X		
Moving Costs			X		
CM General Overhead Cost					X
CM Profit/Margin					X
Documents Distribution	X				
Postage and Express Costs	X				
Bid Advising	X				

6. REPRODUCTION AND PRINTING					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Bid Package Documents		X			
Construction Documents		X			
Field Reporting Forms		X			

7. QUALITY CONTROL					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Field Inspector		X			
Inspectors Office		X			
Inspectors Equipment		X			
Special Inspection Consultants		X			
Special Testing Consultants		X			
Concrete Testing		X			
Masonry Testing		X			
Compaction Testing		X			
Welding Inspections		X			
Soils Investigations		X			
Special Testing Services		X			
Field Office Supplies/Material	X				
Project Photographs	X				
Warranty Inspection Coord.	X				

8. PERMITS & SPECIAL FEES (IF APPLICABLE)					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Permits, Bonds and Fees	X			X	
Contractors Licenses					X

9. BARRICADES, ENCLOSURE & CONTROL SIGNS					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Opening Protection		X			
Weather Enclosures		X			
Control Signs		X			
Temporary Fencing		X			
Walkways		X			
Site Barricades		X			
Rentals		X			

10. ON SITE UTILITIES					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Telephone/Fax Expense	X				
Electric Power Expense	X				
Temporary Electric Wiring	X				
Temporary Water	X				

11. WINTER HEAT					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Contractor Fee
Temporary HVAC		X			
HVAC Energy Charges		X			

12. ON SITE SERVICE					
Description	General Conditions	Construction Cost	Owner Cost	Reimbursables Allowance	Design Build Contractor Fee
Weekly Clean Up		X			
Final Clean Up		X			
Dumpster		X			
Debris Hauling/Removal		X			
Temporary Roads Installation		X			
Roadway Maintenance		X			
Dust Control		X			
Snow Removal		X			

Define Terms on Matrix:

General Conditions

Proposed reimbursable design/build general conditions as noted in the RFP under section E.2

Construction Costs

Cost included under project construction budget (i.e. materials, equipment, subcontracted, and trade related work)

Owner Cost

Costs to be paid by owner outside of project construction budget

Reimbursables / Allowance

Estimate costs that are reconciled upon completion of construction. Final costs may increase or decrease total construction costs

Design Build Contractor Fee

Proposed costs that are paid by contractors' fee as noted in RFP under section E.1



CONSTRUCTION STAFFING RATES - 2021	
Description	Hourly Rate
Project Manager	\$ 107.00
Project Superintendent – ST	\$ 91.50
Project Superintendent – OT	\$ 121.25
Project Superintendent – DT	\$ 158.00
Project Engineer / Document Control	\$ 65.00
Safety Manager	\$ 78.00
Project Accountant	\$ 72.00
Director of Preconstruction	\$ 128.00
Senior Estimator	\$ 114.00
Administrative	\$ 58.00

**YOUR VISION. OUR PEOPLE.
BUILDING TOGETHER.**

DLZ MICHIGAN, INC.
STANDARD FEE STRUCTURE - ENGINEERING/ARCHITECTURAL
2021

<i>Employee Classification</i>	<i>Hourly Rate</i>
Principal	\$285.00
Division Manager	\$230.00
Department Manager/Senior Project Manager	\$190.00
Registered Land Surveyor	\$140.00
Project Manager	\$165.00
Senior Right-of-Way Engineer	\$150.00
Engineer VI/Architect VI/Landscape Architect VI/ Planner VI/Scientist VI/Geologist VI / Surveyor VI	\$175.00
Engineer V/Architect V/Landscape Architect V/ Planner V/Scientist V/Geologist V / Surveyor V	\$165.00
Engineer IV/Architect IV/Landscape Architect IV/ Planner IV/Scientist IV/Geologist IV	\$150.00
Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Geologist III	\$140.00
Engineer II/Architectural Associate II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II	\$130.00
Engineer I/Architectural Associate I/Landscape Architect I/ Planner I/ Designer II/Scientist I/Geologist I/Project Surveyor	\$110.00
Designer I (straight time)	\$100.00
Designer I (over time)	\$145.00
CAD Technician (straight time)	\$90.00
CAD Technician (over time)	\$115.00
Construction Administrator	\$140.00
Construction Observer Manager	\$120.00
Construction Observer (straight time)	\$105.00
Construction Observer (over time)	\$153.00
Field Technician IV (straight time)	\$100.00
Field Technician IV (over time)	\$145.00
Field Technician III (straight time)	\$90.00
Field Technician III (over time)	\$115.00
Field Technician II (straight time)	\$80.00
Field Technician II (over time)	\$123.00
Field Technician I (straight time)	\$75.00
Field Technician I (over time)	\$108.00
Clerical (straight time)	\$75.00
Clerical (over time)	\$108.00
<i>Survey Crew Classification</i>	<i>Hourly Rate</i>
2 - person Survey Crew (straight time)	\$205.00
2 - person Survey Crew (over time)	\$298.00
1 – person Field Crew	\$130.00
1 – person Field Crew (over time)	\$190.00
Field Survey Technician	\$80.00

Reimbursable Expenses	Rate
Mileage	\$0.580/mile
Travel Expenses	Cost plus 10%
Local Plan Review Fees	Cost plus 10%
Reproduction	Cost plus 10%
Subconsultants	Cost plus 10%
Equipment Rental	Cost plus 10%
Rates are subject to revision on January 1, 2022 Cost of living/inflation increases of 3 to 7% per year can be anticipated	

NORR Detroit

Professional Fees by Classification

Valid 01/2021

Design Team Members	2021 Hourly Rates
Executive-in-Charge/Principal	\$195
Project Manager	\$130
Practice Leader - Architecture	\$140
Architectural Designer	\$85
Design Director	\$150
Production Architect	\$115
Interior Design	\$110

Updated 01-09-2021



March 3, 2021

Clarifications for RFP 88-0006 New State Fair Transit Center

Ideal Estimate No. 21-0079 Rev1

Clarifications:

1. Proposal is based on a mutually agreed upon schedule completing by Mid June 2022.
2. The A/E Fee percentage shall be increased if the City elects to move forward with a renovation or adaptive reuse of an existing building. This will be a negotiated amount at that time based on project size and other criteria.
3. Conceptual plans show were for illustration purposes only and do not imply a budgetary commitment for an adaptive reuse solution.
4. Proposal is assumed to be fees only. No commitment is being made that assumes the stated budget of \$6,400,000 can execute all of the requirements of the project at this time. Budget commitment can be determined upon feasibility studies, condition assessments, initial programming are completed.
5. Please see the attached matrix for an explanation of the costs included in our general conditions. Our lump sum general conditions are only based on the first column of the matrix.
6. Assumed an average of two meetings per week during the design and construction phase, or up to 100 meetings total.
7. Community Engagement Meetings – We have included up to (2) two public meetings for community engagement.
8. Bid Form Item E.4 includes a property condition assessment to identify deficiencies and potential capital improvements. The feasibility study will explore potential adaptive reuse opportunities including conceptual fit studies for the Dairy Cattle Building and Coliseum. This does not include design, architecture, engineering, or construction associated with these buildings.
9. Bid Form Items E.3 and E.4 property condition assessments include visual observation only of conditions that are not concealed, and do not include hazardous material surveys or destructive investigation.
10. Bid Form Item E.5 and E.6 are to prepare floor plans only of existing buildings for purposes of providing supportive documentation for the property condition assessment. These are not meant to be comprehensive measured drawings of the existing buildings.
11. Building Information Modeling (BIM) will be developed to an industry standard Level of Development (LOD) of 300.
12. Structural foundation design assumes a shallow foundation system will be viable, to be confirmed with geotechnical investigation.
13. Assumed no NEPA consulting is required.
14. Understood that this facility will not be LEED certified.

**YOUR VISION. OUR PEOPLE.
BUILDING TOGETHER.**



15. The schedule assumes that Owner design reviews will be completed in 5 working days, as reflected on the preliminary project schedule.
16. It is understood that our team will design to meet the established budget. However, if needs identified by the City during programming and schematic design phases exceed the established budget, then the scope and budget will need to be revisited and validated prior to moving into final design phases.
17. Portions of the road network, storm water management and utility infrastructure from the overall Amazon development will be available for use of this project and that this project does not necessarily require a dedicated standalone road network or storm infrastructure. Civil infrastructure improvements are limited to the area immediately surrounding the transit center.

Please do not hesitate to call with any questions.

Sincerely,
IDEAL CONTRACTING

A handwritten signature in blue ink, appearing to read "D. Budnik", is positioned below the typed name.

Daniel Budnik
Director of Preconstruction



AISC
CERTIFIED
ERECTOR

**YOUR VISION. OUR PEOPLE.
BUILDING TOGETHER.**



March 16, 2021

Supplemental Information for RFP 88-0006 New State Fair Transit Center

Ideal Estimate No. 21-0079

Working Together

Below is a list representing where team members from Ideal | DLZ | NORR | Scales Associates have worked together:

Ideal | DLZ Team members

NSI Test Facility –	Troy, MI
GM Milford Building 31 Sustainment Phase 2	Milford, MI
Toyota Powertrain Lab Expansion	Ann Arbor, MI
FCA Mack Assembly Plant	Detroit, MI
<i><u>Other Collaborative Project Pursuits</u></i>	
Consumers Energy – Hardy Dam Headquarters	Newago, MI
BASF QL0 Project Detroit PEMB Warehouse	Wyandotte, MI

DLZ | NORR

City of Detroit Police - Atwater Precinct	Detroit, MI
City of Detroit Police – 3rd Precinct	Detroit, MI
City of Detroit Police - 7th Precinct	Detroit, MI
City of Detroit Police - Mount Elliot	Detroit, MI
DPW Sign Shop Renovation	Detroit, MI
Wayne State University – McGregor Hall Renov.	Detroit, MI

DLZ | Scales Associates

DBA/DDOT Coolidge Operations & Maintenance Facility – Detroit, MI

Historic Project Experience

Beyond the project experience presented in the initial Qualification Proposal on 2/22/2021 the following list of projects are noteworthy experience relevant historic buildings.

Ideal Contracting

- Right Kay Building Renovation, Detroit, MI
- Wayne County Guardian Building State of Michigan Offices, Detroit, MI
- GM Flint Carriage Factory Phase I, Flint, MI
- UofM Union Building, Ann Arbor, MI
- GM Warren Technical Center – Multiple Projects, Warren, MI

**YOUR VISION. OUR PEOPLE.
BUILDING TOGETHER.**



DLZ

Wayne County Facilities Assessment (Jail Division I, Jail Division II, Jail Division III, and the Hall of Justice), Detroit, MI

Lansing City Hall Space Planning and Facility Assessment Study, Lansing, MI

Smithsonian Arts and Industries Building Historic Preservation and Renovation
Washington, DC

South Bend Water Works North Pumping Station; Historic Façade and Roof
Restoration, South Bend, IN

Porter County Courthouse Exterior Façade Restoration, Valparaiso, IN

NORR

Historic Water Board Building, DWSD, Detroit, MI

Cadillac Place Renovation, State of Michigan, Detroit, MI

First National Building Renovations, Detroit, MI

Rackham Golf Pro Shop Renovations, Huntington Woods, MI

Proposed Outreach Programs

Ideal Contracting will be fully engaged from a corporate standpoint with the GDYT programs we have for several years. A number of interns will be sponsored through Ideal Group, once we receive the incoming class, we will poll the group and see if any of them have desires to learn the trades and construction. We will most likely select 2 of them based off of some form of essay writing or another task driving competition. Those winners will go through Ideal Contracting Corporate safety orientation, MUST safety training modules and jobsite safety program before being placed on the project and given either trade and or project engineering tasks.

We will engage Annette Avery the leader of the Ford Track Program and see if they would like to take what we are doing with them at the Michigan Central Station and duplicate the program at our DDOT project. In this case Annette's organization has a talent pool full of young adults that they have been recruiting, educating, and training to successfully work on construction sites. Each young adult that hits the site will have blueprint training course, mathematics courses and each will carry a 30-hour OSHA card. Once we decide which direction the project goes in from a constructability standpoint we will put together a plan on how many recruits we think the project can safely handle. Most likely we will go to our 2 or 3 top subcontractors from a work scope standpoint and see how many of them would be willing to participate in taking a recruit on and put them to work. For a project like this we are thinking that we would be looking for 3 to 4 recruits project wide. Each recruit must live in the city of Detroit.

DLZ is committed to the City of Detroit and its Residents. DLZ will continue our commitment to hire Detroit residence to help in rebuilding the city by following the Executive Order 2016-

**YOUR VISION. OUR PEOPLE.
BUILDING TOGETHER.**



1 requirement. We will hire additional full-time staff as well as college interns to help our team achieve our goal which is a hire Detroit program implemented by DLZ in 2017. We are fully committed to bringing more diversity to our firm to work on this City of Detroit project as well as other City of Detroit projects as the city rebuilds. In addition to the key personnel identified in our submittal, DLZ will look to work with Programs such as City of Detroit Workforce Development and Detroit Employment Solutions Corporation to recruit, hire, and train City of Detroit Residents to work on this project. The key staff assigned to the project will mentor and train the City of Detroit Residents hired by DLZ through these programs. Once trained, DLZ will staff some of the field and office task needed on this project with City of Detroit Residents to perform some of the requisite services outlined in the RFP.

Please do not hesitate to call with any questions.

Sincerely,
IDEAL CONTRACTING

A handwritten signature in blue ink, appearing to read "D. Budnik", is written over a light blue horizontal line.

Daniel Budnik
Director of Preconstruction



AISC
CERTIFIED
ERECTOR

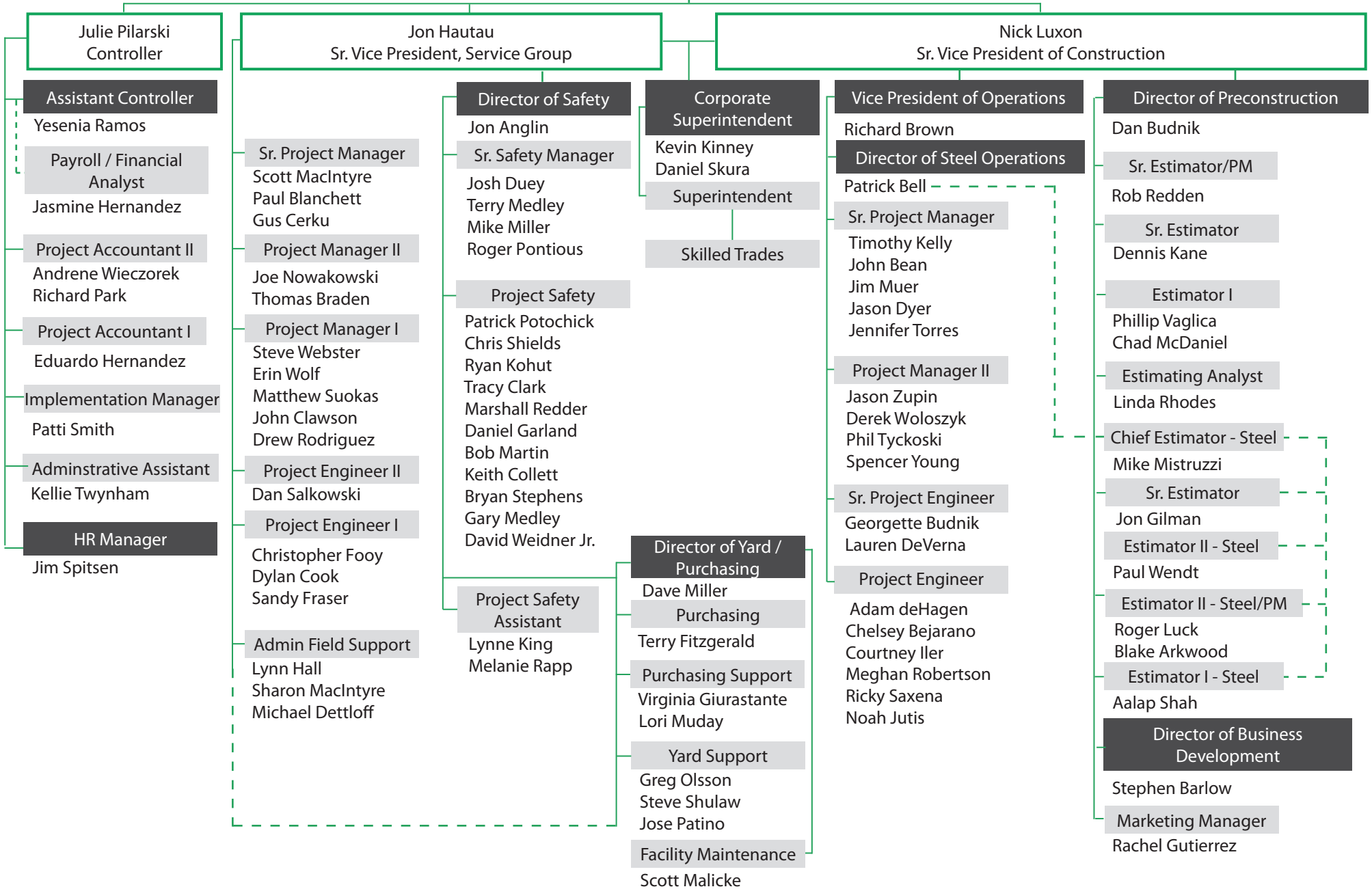
**YOUR VISION. OUR PEOPLE.
BUILDING TOGETHER.**



CORPORATE ORGANIZATIONAL
CHART

Frank Venegas Jr.
Chairman

Loren Venegas
President





SAMPLE OF PROPOSED
DOCUMENTS




Ideal Contracting, LLC (“Ideal”) is pleased to award you this subcontract (“Agreement”) granted pursuant to the contract Ideal has entered with the General Contractor or Project Owner (referenced to herein as the “Prime Contract”). Please review the attached Agreement in detail, sign and initial. The following instructions are intended to assist Vendor in completing the Agreement forms, but is not part of the Agreement.

In order to receive prompt payment, you **MUST** adhere to the following:

CONTRACT EXECUTION REQUIREMENTS

The following **MUST** be returned via E-mail within five (5) business days of receipt. Work will not commence until all documentation has been returned to Ideal.

 **Executed Contract: [Contract Number]**
E-mail to: [Project Manager]

 **Certificate of Insurance: SAMPLE PROVIDED**
Must list the Project Number, Name, and Project Location in the description box. Ideal. The Project Owner and the Architect/ Engineer of record should be listed as additional insured parties (“Additional Insureds”).

- 1. Additional Insured Endorsement Forms** must be provided with certificate of insurance. Insurance coverage must be at least as broad as Form B CG 20 10 11 85 or CG 20 26 11 85. Forms that do not provide additional insured status for Completed Operation will not be accepted. **These forms are used as a standard; any version of form CG 20 10 coupled with CG 20 37 would also be acceptable.**






E-mail to: insurance.certs@idealcontracting.com
CC: [Project Manager]

 **Bond (if required)**

Please Note: No payments will be made on the Agreement until all signed copies of the Agreement have been returned to Ideal. DO NOT MARK UP AGREEMENT. Any modification to the Agreement or other terms set forth by Vendor are rejected in whole, unless included in a written amendment specifically accepted and signed by both Subcontractor and Ideal.

PAYMENT INSTRUCTIONS

In order to release your payment, the items below are required:

-  **Executed Subcontract**
-  **Executed Change Orders (if applicable)**
-  **Standard Sworn Statement/ Payment Summary (including any applicable sub waivers).**
-  **Current Certificate of Insurance – including endorsement pages**
-  **Any other project specific contract requirements**

Early submission of the above requirements, will ensure prompt payment once Ideal receives payment from the General Contractor or Project Owner.

Follow up calls will NOT be made to obtain these documents.

Sample Certificate of Insurance (COI)

The COI must meet ALL requirements shown in red.
Insurance Requirements for Subcontract Order May 9, 2011



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance provider and address	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A:														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Subcontractor name and address:														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	SUB-SUB TYPE (OWN)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIR. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> (CLAIMS-MADE) <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTALS \$ 500,000
						AD & ADV INJURY \$ 10,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$ 2,000,000
						COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$ 2,000,000
						AGGREGATE \$ 2,000,000
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTE - POLICY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Indicate by initials, address under DESCRIPTION OF OPERATIONS)					EL EACH ACCIDENT \$ 1,000,000
						EL DISEASE - EA EMPLOYEE \$ 1,000,000
						EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Ideal Contracting (Job Number), Ideal Contracting, LLC, and (list all Additional Insured for this project) on the General Liability Policy, but only with respect to liability arising out of on-going and completed operations performed by or on behalf of (your company name) as required by contract.

CERTIFICATE HOLDER Ideal Contracting, LLC 2625 Clark Street Detroit, MI 48209	CANCELLATION 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
---	--

Ideal Contracting, LLC

2525 CLARK STREET
DETROIT, MI 48209

OFFICE: 313.843.8000
FAX: 313.843.2532



SUBCONTRACT ORDER

Subcontract Order Number [XXX] for [Work Type]

DATE: [MM-DD-YYYY]

VENDOR NO:

PROJECT NUMBER: [Job Number]
PROJECT NAME/LOCATION: [Job Name]
[Job Address]
[City, ST ZIP Code]

VENDOR: [Name]
[Address]
[City, ST ZIP Code]

OWNER: [Owner Name]
[Owner Address]
[City, ST ZIP Code]

[Contact]
[Phone Number]

ARCHITECT/ ENGINEER: [Architect Name]
[Architect Address]
[City, ST ZIP Code]

CONTRACT PRICE: [(Contract Price in Word Form)]
[Sales Tax Included or Tax Exempt]
[Bond Included[Yes/ No]]

\$(Price in Numerical form]

DELIVERY METHOD: [Lump Sum, T&M, GMP, etc.]

RETAINAGE: [(Retainage %)]

This Subcontract Order includes and incorporates herein as a part of this Agreement the Ideal Contracting, LLC **Terms and Conditions for Subcontract Order January 1, 2019 and Insurance Requirements for Subcontract Order January 1, 2019.** Acceptance of this Subcontract Order can be accomplished by executing this agreement or commencing performance of the work. However, no payments will be made on this contract until all signed copies have been returned to Ideal.

Ideal Contracting, LLC

[Subcontractor]

(Signature)

(Signature)

By: _____
(Print Name)

By: _____
(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____

The Ideal Contracting, LLC Project Manager for this project can be reached at the following contact number:

EMERGENCY CONTACT:

SAFETY CONTACT:

SCOPE OF WORK

This section identifies the Specific Work to be performed by the Subcontractor under this Subcontract, along with:

- Project Requirements
- Detailed Description of the Scope of Work
- Allowances/ Labor Rates/ Alternates/ Unite Prices and Markups
- Any other special requirements applicable to this Subcontract not otherwise identified in the Prime Contract

Perform the following work:

Provide all supervision, administration, safety, labor, materials, tools, equipment, transportation, and necessary support services required to perform the [insert work type] work associated with [insert project name] located at [insert project address]. The work shall be complete in all aspects and be in strict accordance with the bid documents prepared by [name of Architecture Firm] dated [insert bid doc date], project number [insert project number], including all addenda and supporting attachments issued during the bid phase, this Agreement, and all modifications issued after execution of this agreement.

The scope of work covered by this Subcontract includes, but is not limited to, all materials, supervision, labor, equipment, and services required to complete the work defined herein and all items incidental thereto, including without limitation those items, services, materials, equipment, or labor necessary to complete the Work properly and safely even though not specifically mentioned, in accordance with the Bid Documents and Specifications.

PROJECT REQUIREMENTS

Project Diversity Goal: [MBE 10%, WBE 4%, VOB 5%]

Contract Documents

The Subcontractor acknowledges that the drawings and specifications of the Prime Contract between Ideal and the General Contractor or Owner are scope documents, which indicate the general scope of the project and, as such, do not necessarily indicate or describe all the work required for the full performance and completion of the Work. Where any provision in the Terms and Conditions or the Subcontract form is in conflict with any provision of any other documents forming this Subcontract, the provisions that require the greater quantity, higher quality or best performance, as reasonably determined by Ideal shall control and supersede such conflicting provisions.

- This Subcontract Order (and all attachments)
- Bid Drawings (drawing log available upon request)
- Specifications (drawing log available upon request)
- [insert drawing/specification log here if applicable]

Project Schedule

Subcontractor will expend every effort, including necessary work hours, to maintain job progress and to meet the project completion date. Consideration that other trades may be dependent on this trade for job completion is part of this order. However, Ideal shall not be liable should an earlier or later completion date be required due to job conditions or Owner requirements.

- Completion Date: [insert completion date]
- Preliminary Baseline Schedule dated: [insert date of schedule]
- Detailed Master Construction Schedule will be developed by Ideal

Payment Terms

- Payment to Subcontractor will made upon receipt of payment by Ideal from the Project Owner or General Contractor.
- A Schedule of Values (SOV) must be submitted (when required) and approved by Project Manager prior to the submission of billing.
- The pencil copy invoice submission will be **due 5 days prior** to monthly billing.
- Each payment request shall include a Sworn Statement properly executed listing all suppliers of labor, material, or other used by Subcontractor in performance of Work.
- Ideal will not be release retention until 75% of closeout checklist is complete.
 - The closeout checklist will be provided by Ideal project team.
- No extra charges will be accepted unless covered by an executed change order to this Subcontract.

Insurance Requirements

- In accordance with the Insurance Requirements for Subcontract Order May 9, 2011 document attached.

Labor Agreements

- [Type of Agreement]

Safety Requirements

- Ideal requires all building tradecrafts to participate in mandatory drug and alcohol testing. All Subcontractor personnel, including management staff and all lower tier subcontractors and suppliers must show proof of compliance prior to entering and working on the project site.
- Prior to beginning work, Subcontractor shall provide Ideal with a list of all preconstruction deliverables on file. Subcontractor shall provide the following project specific documents.
 - RIR – On company letterhead
 - EMR – On insurance carrier’s letterhead
 - OSHA 300A – for the most recent year, including incident log
 - Site Safety Conform Letter – signed by Subcontractor’s representative agreeing to follow Ideal Contracting, LLC Safety Program
 - Subcontractor’s Job Safety Analysis – Plan to describe (in sequential manner) how the contractor intends to perform their scope of work
 - Subcontractor’s Organization Chart – Including persons handling shop drawing, quotes and billings, an on-site superintendent/ foreman with phone number, and emails

Changes in Work

- Quotations for changes are to be made within (7) days after Subcontractor receives change information. Ideal will estimate quotations that are not received within the allotted time and Subcontractor will accept the estimate that is submitted on their behalf.
- Changes in the work specifically addressing percentages applicable for additions and deletions must be in accordance with the Prime Contract.

Submittals / Closeout Requirements

- Subcontractor shall provide all necessary shop, field, fabrication, erection and as-built drawings. The submittals are required in an electronic format. As-built drawings are required in electronic CAD file format and/or 3D model.
- Subcontractor’s warranty period is [insert time limit] after the latter of Owner’s Acceptance or Substantial Completion.
- Closeout documentation as required by Owner and Ideal.

TRADE SPECIFICATIONS

(EXAMPLE)

- 051200 Structural Steel
- 053100 Steel Decking
- 055000 Metal Fabrications
- 055110 Metal Stairs and Railings

The Subcontractor is also responsible for specifications not specifically listed above but required by references in the listed specifications or as necessary to perform the scope of work described herein, as well as the specifications and all the Documents as a whole.

TRADE SPECIFIC SCOPE OF WORK

This work shall include, but is not limited to:

- Pre-mobilization documentation
- Clean-up requirements
- Material handling requirements
- Job site craft workers transportation requirements, if applicable
- Temporary protection requirements
- Project Controls
- Testing and Inspection requirements
- Any and all permits required to perform work
- Coordination requirements with other trades, A/E, and Owner
- Participation in modeling efforts if mandated by the Prime Contract

PROJECT SPECIFIC SPECIAL REQUIREMENTS

- Xxx
- Xxx

SUBCONTRACTOR SPECIFIC SCOPE OF WORK

- Xxx
- Xxx
- Xxx

ALLOWANCES/ LABOR RATES/ ALTERNATES/ UNIT PRICES AND MARK UPS

ALLOWANCES

- Unless otherwise stated in the Prime Contract, all allowances in this Scope of Work include materials, labor, general conditions, bonds and insurance, mark ups and fees.
- The Subcontractor must provide Ideal with proof of all costs and receive approval from Ideal Project Manager prior to putting the work in place.

LABOR RATES

- Xxx
- Xxx

EQUIPMENT RATES

- Xxx
- Xxx

ALTERNATES

- Xxx
- Xxx

UNIT PRICES

- Xxx
- Xxx

MARK UPS

- Xxx
- Xxx

PROJECT SPECIAL REQUIREMENTS

SPECIFIC SPECIAL REQUIREMENTS

- Xxx
- Xxx
- Xxx

Commissioning Plan
(Construction & Turnover Phase)

PROJECT NAME & PROJECT NO.

SUMMARY

The Commissioning Plan: The Commissioning plan will provide direction for the commissioning tasks during the design and construction phase. The plan focuses on providing support for the specifications and provides forms for the application of the commissioning process.

Table of Contents

1. Overview
 - 1.1. Overview
 - 1.2. Abbreviations and Definitions
 - 1.3. Purpose of the Commissioning Plan
 - 1.4. Commissioning Scope
 - 1.5. Forms
2. General Project Information
3. Construction Commissioning Team Data
4. Roles and Responsibilities
 - 4.1. Owner Designee
 - 4.2. Duties of the Commissioning Authority
 - 4.3. The Contractor
 - 4.4. Owner Project Manager
 - 4.5. Contractor Buy-Off Coordinator (If Applicable)
 - 4.6. Owner Designated Discipline Engineer
5. Construction & Acceptance – The Commissioning Process
 - 5.1. Commissioning Kick-Off Meeting
 - 5.2. Final Commissioning Plan
 - 5.3. Site Observations
 - 5.4. Miscellaneous Meeting
 - 5.5. Miscellaneous Management Protocols
 - 5.6. Progress Reporting and Deficiency Logs

- 5.7. Pre-Installed Check Sheet, Pre-Start Checklist, and Check/Test/Start Checklists
- 5.8. Develop of Functional Test and Verification Procedures
- 5.9. Execution of Functional Testing Procedures
- 5.10. O&M Manuals
- 5.11. Training and Orientation of Owner Personnel
- 5.12. Warranty Period

6. Appendices

- 6.1. Forms
- 6.2. Commissioning Matrix
- 6.3. Commissioning Log
- 6.4. Deficiency Log
- 6.5. Equipment Installation Buy-Off Tag
- 6.6. Commissioning Schedule (Preliminary)
- 6.7. Pre-Function Checklists
- 6.8. Functional Performance Testing Checklists
- 6.9. Buy-Off Procedure

PROJECT NAME & PROJECT NO.

Commissioning Plan
(Construction & Turnover Phase)

Commissioning Authority Contact:

Date:

Plan approved by:

Owner Rep

Signature

Title

Date

1 OVERVIEW

1.1 Overview

The Commissioning Plan or Owner’s Project Manual is a gathering of information of the commissioning steps that must be completed throughout the planning, design, construction and operation of the new facility to achieve the desired results. The owner has adopted commissioning as their process for building procurement. Commissioning is a systematic process for designing, construction, and operating a building system using lessons and tools from industrial quality programs.

A key premise of commissioning is documentation, which enables everyone involved to be aware of the steps in the process and the criteria that define a successful implementation. The Commissioning Plan presents this information to the design, construction and operation team in a concise manner.

The key sections of the commissioning plan are:

- 1) Overview: a description of the Owner’s manual along with basic background information.
- 2) Construction: details the quality assurance initiatives implemented during the construction phase.
- 3) Acceptance: provides a review of the tests to be completed during system start-up to ensure the owner’s original design intent is maintained.

- 4) Operation: a synopsis of the ongoing requirements by the O&M staff to ensure that the owner's original design intent is maintained.
- 5) Final Report: a final report of commissioning that includes an executive summary, a general project overview, description and analysis of systems commissioned, successes and failures of commissioning for the project.
- 6) Appendices: miscellaneous information/reference documents

1.2 Abbreviations and Definitions

The following are definitions of key terms used in this document:

Commissioning - a systematic process of assuring that a building performs in accordance with the design intent and the owner's operational needs. The process ensures, through documented verification, that all building systems perform interactively according to the design intent document.

Design Intent - a document that clearly defines the owner's criteria that must be met to have a successful project. This includes all areas of design, construction and operation ranging from the material selection to system integration and efficiency.

Basis of Design (Design Criteria) - a document developed by the design team that details all assumptions made during the creation of the construction documents in order to meet the owner's design intent.

High Quality - the work is expected to be accomplished on time, have a high value for the cost, is completed right the first time, has low failure rates, and meets the owner's design intent.

The following are common abbreviations used in this document.

AE	Architects and Design Engineers
CxA	Commissioning Authority
CxM	Construction Manager
Cx	Commissioning
Cx Plan	Commissioning Plan
CxC	Commissioning Coordinator

1.3 Purpose of the Commissioning Plan

The Purpose of the Commissioning Plan is to:

Provide direction for the commissioning process during construction, particularly providing resolution for issues and providing details that cannot be, or were not, fully developed during design, such as

scheduling, participation of various parties of this project, actual lines of reporting and approvals, coordination, etc.

This plan does not provide a detailed explanation of required testing procedures. The detailed testing requirements and procedures are found in the Specification bid packages. Additionally, this plan does not provide extensive narrative on all commissioning concepts, as may be provided in other commissioning guides.

It is important to understand that the Commissioning Plan is a living document in that information is added and modified to it as the project is developed and constructed.

1.4 Commissioning Scope

Commissioning is a systematic process of ensuring that all buildings systems perform interactively according to the design intent and the owner's operational needs. This is achieved by beginning in the design phase, documenting the design intent and continuing through construction, acceptance and the warranty period with actual verification of performance.

Commissioning during the design phase of the project is intended to incorporate into the design phase of the project the necessary language to facilitate the commissioning process during the construction phase. For example, commission guidelines in all mechanical and electrical specifications.

Commissioning during the construction of this project is intended to achieve the following specific objectives.

According to the Contract Documents:

- Ensure that applicable equipment and systems are installed properly and receive adequate operations checkout by installing contractors.
- Verify and document proper performance of equipment and systems
- Ensure that O&M documentation is complete
- Ensure that the Owner's operating personnel are adequately trained

Commissioning of all systems under this project will consist of the following five stages:

- 1.4.1 STAGE 0 - Design. Stage 0 of the Commissioning process begins in the Planning Phase. The Owner documents the project requirements which become the basis for the Commissioning Plan. In the Design Phase, Commissioning documents the designer's basis of design. The Commissioning team reviews this with the Project requirements for compliance.

The Basis of Design details the assumptions made by the designers to translate the owner's project requirements into documents suitable for construction. It also provides information for long term optimization and operation of systems.

Design review, a quality based review that verifies design submittals meet the owners project requirements. This is a four step process that includes; a review for general quality, a review for coordination, and detailed review of each discipline and, a review of the specifications.

During Stage 0 the Commissioning process requirements are integrated into the specifications to ensure that it does not become an add-on process. Key areas such as Operation and Maintenance Manuals, training, completed check lists and functional testing are identified and detailed in the plan.

- 1.4.2 STAGE 1 - System Readiness and Start-up: Stage 1 of the commissioning process begins as equipment starts arriving on the job site. As equipment is delivered a Pre-installation check sheet will be completed. This is to ensure that the equipment is free from damage, conforms to the approved submittal and is delivered with all necessary components.

As the equipment and systems come closer to completion the installing contractor or equipment vendor will perform the pre-start up visual inspections, which ensure that installation is complete and that everything is ready to permit a safe start-up. After successful completion of the inspections, the systems shall be started.

1.4.2.1 Equipment and Systems

- 1.4.2.1.1 All major equipment such as air handling units, fans, and pumps will undergo a detailed pre-start up installation inspection. Tests and inspections may include; laser alignment, vibration isolation installation, lubrication, electrical service installation, motor drives and belts, filter installation, piping, piping specialty, gauge and thermometer installation, etc. After the pre-start inspection, major equipment start-up will be carried out by manufacturer's representative, when specified,

with verification from the Commissioning Authority. A PSS (Pre-Start-up\Start-up) checklist will be filled out for each component as identified in the Commissioning Log.

If applicable, once the PSS form is submitted, it will be filed in the Commissioning report and the date of testing completion on the form.

1.4.2.1.2 All ductwork will undergo visual inspection of the components; dampers, insulation, etc, and will undergo leakage testing. Duct work must have passed the duct leak test prior to being placed into any type of service.

All Piping will be flushed, cleaned, pressure tested, filled and charged. All piping shall be cleaned and tested per Engineer specification. Visual inspection of all piping specialties, insulation, and valves and fittings will also be performed.

1.4.2.1.3 All terminal Boxes and valves will undergo a visual installation inspection. All terminal boxes must be labeled correctly according to the specifications.

1.4.2.1.5 If pre-start checks identify faulty equipment, incomplete work, or incorrect work, it will be documented, discussed with the responsible parties and corrective action agreed to. When corrected, the work will be re-checked and found satisfactory before progressing to start-up. The respective test form will be updated, filed, and logged.

1.4.2.1.6 The Commissioning Authority or Owner's representative may elect to witness any test being performed, or perform subsequent spot checks on any system, equipment, or component test. Contractor will ensure that the CxA is notified with advance notice of scheduled tests to be performed.

1.4.2.2 Controls

1.4.1.2.1 For all systems that tie into the HVAC/EMS control system such as air handling systems, ventilation systems, etc., the controls contractor will perform their controls installation inspection. These inspections consist of control point checkout, wiring checkout, terminal device checkout, etc., and submit a "Subcontractor Checkout" form.

1.4.2.2.2 If applicable, for all terminal Boxes and valves, the controls contractor will perform a controls installation inspection and submit a "Subcontractor Checkout" form.

1.4.2.3 Forms

1.4.2.3.1 The subcontractors will generate the PSS template forms and summary checklists to be used for this stage. The contractor or sub-contractor will fill out the general information, perform the testing, and complete and submit the form.

- 1.4.2.3.2 The Controls contractor will generate and complete the controls “Subcontractor Checkout” forms required for the controls components.
 - 1.4.2.3.3 Where identified in the Commissioning Responsibility Matrix, the vendors/manufacturers of miscellaneous systems will provide their respective checkout forms and perform installation testing.
- 1.4.3 STAGE 2 - Functional Performance Tests: In Stage 2 of the commissioning process, the contractor, with the Commissioning Authority verifying completes the testing and balancing and calibration of all components and systems, as well as adjusting all controls loops.
- 1.4.3.1 Equipment and Systems
 - 1.4.3.1.1 All air systems will be balanced, including positioning of all balance dampers, adjustment to diffusers, registers and grilles. All hydronic systems will be balanced, including positioning of all balancing valves. A testing and balancing report (TAB) will be provided for all air distribution and water distribution systems.
 - 1.4.3.1.2 All terminal Boxes, and, valves will be adjusted, balanced and labeled correctly according to the documents.
 - 1.4.3.1.3 At the completion of the work and submittal of the final TAB report, the TAB firm will demonstrate to the CxA the performance of the equipment covered by the TAB contract. The TAB firm will participate in verification of the TAB report and repeat any measurement contained in the report where required by the CxA for verification or diagnostics purposes.
 - 1.4.3.1.4 The Commissioning Authority or Owner’s representative may elect to witness any test being performed, or perform subsequent spot checks on any system, equipment, or component test. Contractor will ensure that the CxA is notified with advance notice of scheduled tests to be performed.
 - 1.4.3.2 Controls
 - 1.4.3.2.1 Setting up and calibrating of all automatic control devices, as well as software programming for accurate response and precise sequencing to meet specified performance. This inspection consists of system integrity checkout, calibration, loop check, and adjustments to control valves and damper actuators. Controls contractor will submit a “Field Checkout” form.
 - 1.4.3.2.2 For all terminal Boxes, and valves, the controls contractor will perform a calibration and system test and submit a “Field Checkout” form.

1.4.3.3 Forms:

1.4.3.3.1 The TAB firm will generate and complete all the testing and balancing reports to be used for this stage.

1.4.3.3.2 The controls contractor will generate and complete all the controls "Field Checkout" forms for the controls systems.

1.4.4 STAGE 3 - Functional Performance Verification

1.4.4.1 All equipment and systems will be operated through the entire specified sequence of operations, as directed by the Engineer for witnessing and verifying acceptable operation. All systems will go through a full functional test.

1.4.4.2 Additional specific systems verifications, as requested by Owner, will be performed by the contractor and documented in this stage, such as verification of relative space pressures. Specific test forms will be generated by Engineer.

1.4.5 STAGE 4 - Demonstration and Instruction (D&I),

1.4.5.1 The CxM (Contractor Construction Manager) will be responsible for scheduling the training sessions and coordinating with all the parties involved.

1.4.5.2 The instruction should cover the following:

1.4.5.2.1 Inspection, service, and maintenance requirements for each piece of equipment, including any requirements for special skills and knowledge that may best be met by specialized service contractors. This training will be provided by the equipment manufacturer or vendor. The items that require training will be agreed upon by the Owner and the CxM.

1.4.5.2.2 The CxA will provide descriptions of each type of new system in the building, including operation, capabilities, limitations, modes of control and sequences of control. The training will then be provided by the installation / controls contractor.

1.4.5.4 Attendance sheets will be passed around for all demonstration and instruction (D&I) sessions, indicating date, time, instructor, attendee's names, titles, company, as well as systems and training covered. The attendance sheets will be submitted, filed, and logged.

1.4.6 O&M manuals must be supplied by vendors to support commissioning and start-up and will be made available for review prior to final acceptance by the

Owner. Preventive maintenance guidelines will also be included with O&M Manuals.

1.5 Forms

Forms used during commissioning are referred to in this plan. The forms will be provided as the project progresses.

2 2. GENERAL PROJECT INFORMATION

Project: **Project Name**

Project Number: **XXXXXX**

Owner: **Owner Name**

Location: **Address, City, State**

Buildings: **Area/Bldg.**

3 3. CONSTRUCTION COMMISSIONING TEAM DATA (primary parties)

AE- Architect/Engineer	Name- Company
CxA- Commissioning Authority	Name- Company
CxM- Construction Manager	Name- Company
CxC- Commissioning Coordinator	Name- Company
Own- Owner	Name-Company

4 ROLES AND RESPONSIBILITIES

4.1 The A/E designee (**Name**) will be assigned to act as the Commissioning Authority (CxA) and will be involved throughout the duration of the commissioning effort. The Commissioning Authority and/or Owner representative will witness systems tests and perform spot-checks as deemed appropriate. For random spot checks, depending on the type of test, the Commissioning Authority may elect to self perform a visual test, or request that the contractor re-perform the entire test, or part of a test. Upon witnessing a test, the Commissioning Authority will sign the respective test form/checklist.

4.2 The duties of the Commissioning Authority will be shared between the Owner and the CxM Contractor as follows:

4.2.1.1 CxM Contractor will prepare the Commissioning Plan for review and approval by Owner, and other members of the Commissioning Team as appropriate. Contractor will develop the Commissioning Schedule, which will be included in the Plan.

4.2.1.2 Specifically, CxM Contractor will:

- Provide technical support as requested and make modifications to the Commissioning Plan as needed.
- Generate the Stage 1 - Pre Start-up\Start-up Forms (PSS) for systems specified in Mechanical and Electrical design documents.
- Witness and provide technical guidance for the Testing and Balancing (TAB) work, review and comment on the TAB reports.
- Prepare as-built construction documents from redline markups.

4.2.1.3 CxM Contractor will manage the Commissioning Schedule, maintain the Commissioning Log, and oversee and coordinate all aspects of the commissioning process. Specifically Contractor shall:

- Include commissioning on the agenda for the weekly project meetings, and shall distribute minutes to the Commissioning Team as they are identified. Deficiencies identified during commissioning will be noted.
- Coordinate work between trades to ensure the systems and sub-systems are ready for testing according to the Commissioning Schedule.

- Coordinate all other work to ensure testing does not adversely affect work elsewhere on site.
- Coordinate with the Commissioning Team to ensure that the appropriate personnel are present and equipped to conduct testing.
- Notify Engineer and Owner of the date and time testing will be performed.
- Maintain the Commissioning Report, the completed commissioning forms and checklists, and continually update the Commissioning Log.
- Assemble the O&M Manuals. O&M manuals should be available prior to start-up and testing.
- Coordinate the demonstration and instruction effort. Develop training schedule and coordinate with all parties involved. Insure that attendance sheets are submitted, filed, and logged.

4.2.1.4

Contractor will maintain the completed commissioning forms and checklists and continually update the Commissioning Log (CL). The Commissioning Log, summary sheets, and all completed forms and checklists will be assembled into the Commissioning Report binder, which shall be organized by system and by commissioning stage. The Commissioning Log will be updated electronically and printed as requested by Owner or Commissioning Authority. The Commissioning Log will be used as follows:

- Upon successful completion of testing, the date of the completed test form will be entered into the "Date Completed" field, and the form (hard copy) inserted into the Commissioning Report.
- The Commissioning Authority may elect to witness a test or do random spot checks of tests after they have been completed. The Commissioning Authority must review all system test reports prior to signing off.
- As training of Owner personnel is completed for each system, the date of the training will be entered into the Commissioning Log, and the attendance sheet inserted into the Report.

4.2.2

The Commissioning Matrix identifies systems that are being commissioned as well as commissioning forms/checklists and identifies which systems have been bought off. The material provided is for reference and specific commissioning forms and checklists need to be prepared which will reflect the scope of this project.

- 4.2.3 **If applicable** the Mechanical Contractor, Electrical Contractor and Specialty Contractor is required to provide start-up personnel from their service department, and not the construction department.

- 4.3 Owner Project Manager - Coordinate with the internal Discipline Engineers, Facility Management, Safety Representatives, Owner's Agents, and Contractor as needed. Duties and responsibilities include:
 - 4.4.1 Implementation and administration of the bid package work and contracts to assure the work performed by the trade contractor is in conformance with the contract drawings and specifications.
 - 4.4.2 Verifying and assisting the Buy-Off Coordinator(s) on inspections (Preliminary, Intermediate, Power-On and Final Inspections) of the work performed to verify conformance with the contract drawings and specifications.
 - 4.4.3 Verifying and assisting the Buy-Off Coordinator on Document Control Process. Documents to include Equipment folders, Operations and Maintenance manuals, project drawings, redline drawings; spare parts lists, training (including schedule), and warranty information.
 - 4.4.4 Oversee the start-up, commissioning, beneficial use and acceptance of systems or equipment.

- 4.5 CxA Commissioning Authority/CxM Contractor Buy-Off Coordinator
 - 4.5.1 The Buy-Off Coordinator is the designated representative(s) of the Architect/Engineer.
 - 4.5.2 The Buy-Off Coordinator will coordinate with team members (as listed above).
 - 4.5.3 Develop list of equipment, systems and schedules to be included in Buy-off in conjunction with Owner Project Managers and designated representatives.
 - 4.5.4 Provide Punch List Forms for all equipment/systems identified for Buy-Off.
 - 4.5.5 Establish and maintain Master Log, Buy-Off records, reports generated by and for Owner including distribution to the appropriate parties.
 - 4.5.6 Develop Document Control Process in conjunction with Owner Project Manager. Provide documents, which include Equipment folders, Operations and Maintenance manuals, project drawings, redline drawings, spare parts lists, training (including schedule), and warranty information.
 - 4.5.7 Coordinate the resolution of quality problems and/or construction drawing discrepancies with the Contractor.

4.6 Architect/Engineer –(Name) - Duties and responsibilities include:

- 4.6.1 Review installation of the systems and equipment to verify conformance with the contract drawings and specifications.
- 4.6.2 Oversee the start-up, commissioning and acceptance of systems or equipment.
- 4.6.3 The Architect/Engineer of Record must provide a punchlist prior to commissioning commencing. The punchlist must be submitted to the design/build contractor so corrective measures can take place prior to final buy off.

5 5. CONSTRUCTION & ACCEPTANCE - THE COMMISSIONING PROCESS

This section sequentially details the commissioning process by commissioning task or activity

5.1 Commissioning Kick-Off Meeting

A commissioning kick-off meeting will be scheduled. The respective representatives of the CxA, CxM, CxC, AE, and Contractor should be present as well as representatives from the mechanical, electrical, controls and TAB subcontractors. The meetings objective is to introduce the commissioning parties, review the commissioning process, and determine management and reporting lines.

The flow of documents, how much submittal data the CxA will receive, etc. is also to be discussed. The Cx Plan is reviewed, process questions are addressed, lines of reporting and communications determined, and the work products list discussed. Also covered are the general list of each party's responsibilities, who is responsible to develop the startup plan for each piece of equipment and the proposed commissioning schedule. The goal of the meeting is to increase the understanding by all parties of the commissioning process and their respective responsibilities. The meeting provides the CxA additional information needed to finalize the Cx Plan.

Prior to the meeting, the CxA should be given, by the Contractor, all drawings and specifications and the construction schedule by trade. The Contractor keeps meeting minutes from the meeting and distributes them to each team member.

5.2 Final Commissioning Plan

The Commissioning Authority finalizes and approves the draft of the Cx Plan using the information gathered during the Kick-Off meeting. The initial commissioning schedule is developed and incorporated into the Contractor project schedule. The timelines are fine-tuned as construction progresses. In particular, thirty days prior to start-up of the primary equipment, The CxA meets with the CxM Contractor and develops a detailed commissioning schedule.

5.3 Site Observations

The CxM/CxA and AE if applicable, makes periodic visits to the site, to verify equipment and system installations. The CxA & Contractor will also witness equipment and system testing, start-up and functional testing as necessary. All Cx activities will be documented. All deficiency issues will be logged and issued to the Contractor for correction.

5.3 Miscellaneous Meeting

The CxM conducts commissioning meetings with the AE, Contractor and appropriate Sub-contractors. The CxA & CxM should attend the project meetings and selected job-site meeting in order to remain informed on construction progress and to update parties involved in commissioning. The CM and AE provided the CxA with information regarding substitutions, RFI's change orders that may affect commissioning equipment, systems or the commissioning schedule. The CxA may review construction meeting minutes, change orders or RFI's for the same purpose.

5.4 Miscellaneous Management Protocols

ISSUES	PROTOCOL
For request for information (RFI) or formal documentation request	The CxM goes first to A/E
For minor or verbal information and Clarification	The CxM goes directly to the informed party
For notification contractor of deficiencies	The CxA documents deficiencies through the Contractor, but may discuss deficiency issues with contractor prior to notifying the Contractor

For scheduling functional tests or training	The CxA may provide input for and do some coordination of training and testing, but does not do any scheduling. Contractor is to schedule all testing and training.
For scheduling Cx meeting	The CxA selects the date and schedule through the Contractor
For making small changes in specified sequence of operation	The CxM will submit the changes to A/E for approval.

5.4.1 Scheduling of Inspections and Testing:

Contractor to provide component completion schedule.

Contractor Buy-Off Coordinator will maintain the equipment buy off sheets, which may be a transmittal form to indicate that the equipment has been bought off by Owner. Upon completion of all punch list items through power-on inspection, the Buy-Off Coordinator will notify the Owner Project Manager of the proposed final beneficial buy-off date. Contractor to forecast, as far ahead as reasonable, (but not less than two weeks ahead), the buyoff dates.

Substantial Completion Buy-Off Team (Pending Owner Information)

- Owner Discipline Engineer(s)
- Owner Project Manager(s)
- Facility Management Representative (FMR)
- Safety Representative
- ISP (Indirect Service Provider) or Responsible Maintenance Manager
- Contractor’s designated Buy-off Coordinator

5.4.10 Bid Specification Review

At final completion the CxM Contractor Construction Manager will provide five hard copy sets of “As Built” drawings, maintenance manuals, operation manuals, test results, warranty information, training schedule with material and design criteria to the Owner.

One digital copy of all material is also to be provided for review. The CxM Contractor Construction Manager will distribute the material to the A/E & the Owner. The A/E shall provide the Owner Discipline Engineer with a punch list of any documentation or equipment discrepancies. The Owner Discipline Engineer or designee shall facilitate corrections with the CxM.

5.4.11 Substantial Completion Use Buy-Off

The CxA/CxM shall assemble the buy off team on the scheduled Substantial completion Buy-Off Date. The team is to do a final visual inspection of the equipment or facility under operating conditions. If any changes are required, a new punch list shall be created and the Beneficial Use Buy-Off will be rescheduled.

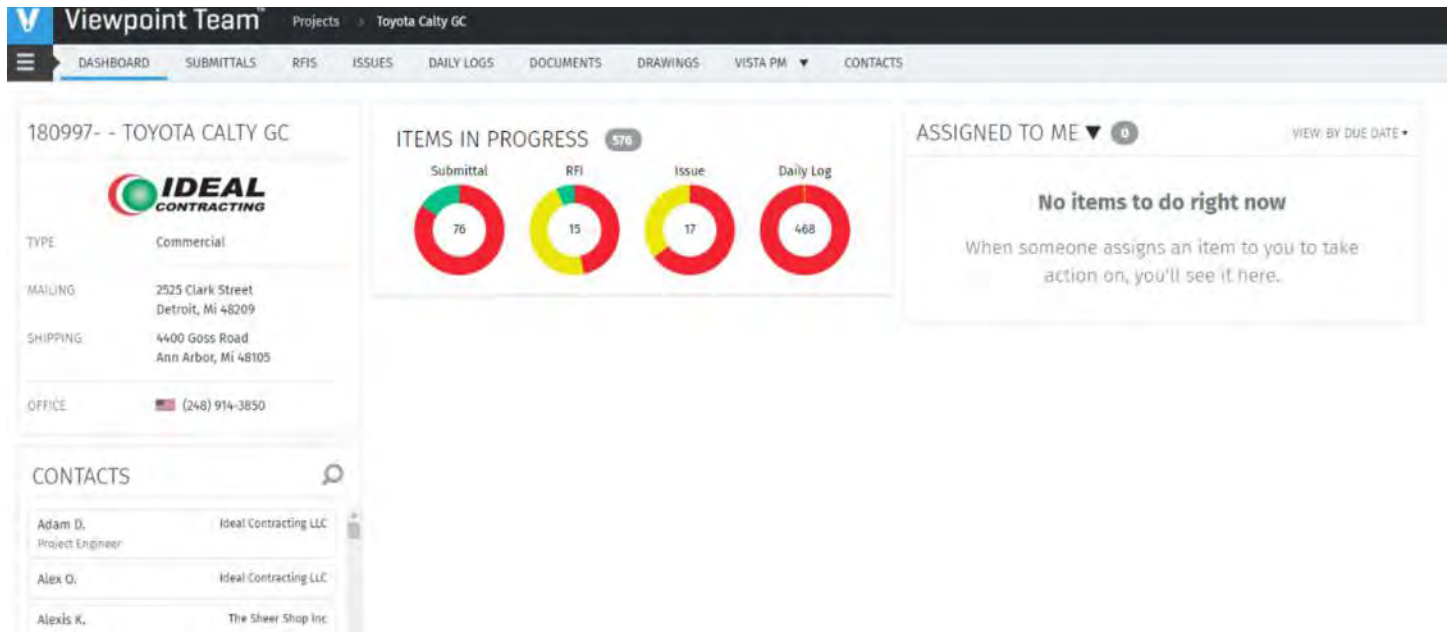
The CxA, CxM, Project Manager, Owner Engineer, and Facility Manager will sign the Equipment Installation Buy-Off form/transmittal provided the equipment operates satisfactorily. One copy of all documentation, punch lists, etc., are put into the project file as determined by the Document Control Procedure and forwarded to the Owner Project Manager. Signed forms will be electronically submitted to owner along with completed Commissioning documentation for Closeout Completion.

VIEWPOINT TEAM

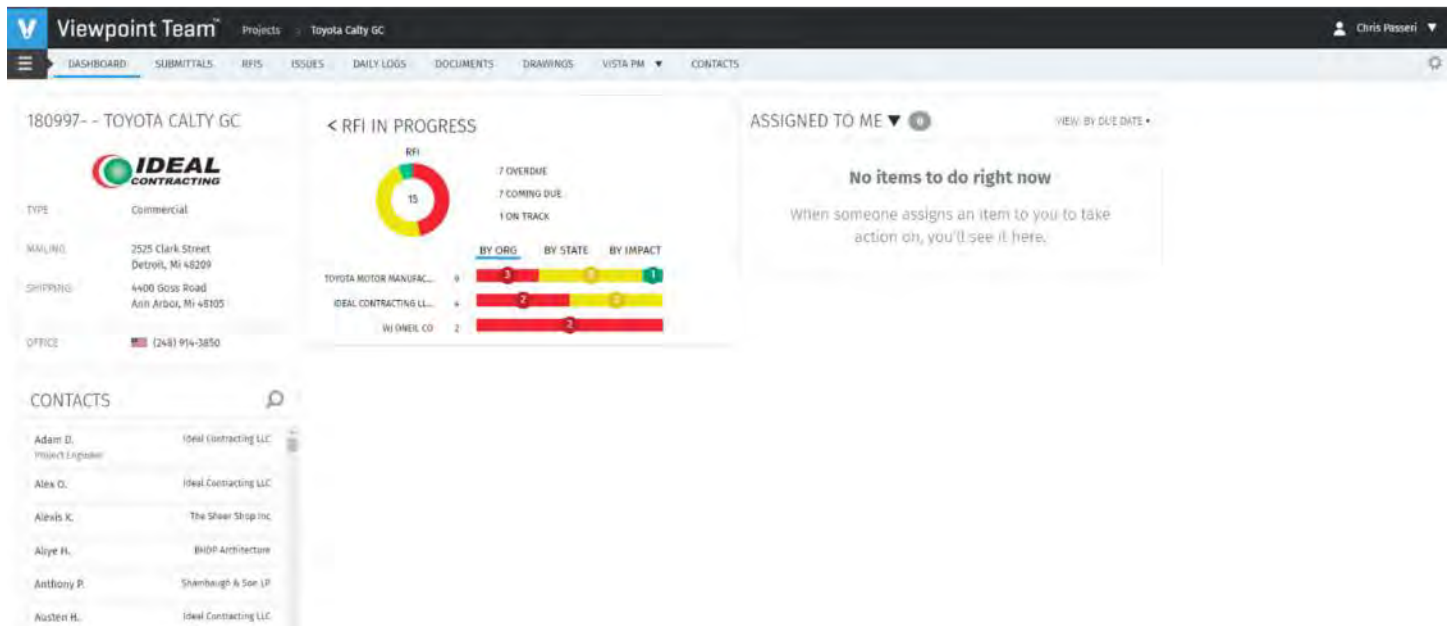
Viewpoint Team is a project website that integrates all functions of our organization from pre-construction to closeout. This collaborative platform allows the Owner and all key stakeholders access to project dashboards.

The following slides are representations of the system dashboards that will be used for document control and financial management of the project.

PROJECT DASHBOARD



RFI DASHBOARD



SUBMITTAL LOG

NUMBER	REV	SPEC SECTION	PACKAGE	TYPE	TITLE	STATE	ASSIGNED TO	ASSIGNED TO ORGANIZATION	DUE DATE	REFERENCE	DUE TO SUBMITTER	DUE FROM SUBMITTER	DUE TO APPRO
211300-0008	0	211300		Product Data	Fire Suppressi...	Issued	Joe Boedeker	Progressive Mechanical Inc					Jun 26, 2019
211300-0006	0	211300		Product Data	Fire Suppressi...	In Review	Michael Bechtel	Toyota Motor Manufacturing	Jun 24, 2019				
033000-0002	0	033000		Product Data	Cast-In-Place ...	Closed							
033543-0001	1	033543		Product Data	Polished Concr...	Closed							Dec 29, 2018
064023-0008.2	0	064023		Shop Drawings	Interior Archit...	Closed							
232113-0011	0	232113		Product Data	Hydronic Pipin...	Closed							
232630-0005	0	232630		Product Data	Ground Heat E...	Closed							
064023-0017	0	064023		Sample	Interior Archit...	Closed							
064023-0016	0	064023		Sample	Interior Archit...	Closed							
104413-0001	1	104413		Product Data	Fire Protection...	Closed					May 20, 2019		May 30, 2019
081416-0005	1	081416		Product Data	Flush Wood Do...	Closed							
092900-0003	1	092900		Product Data	Gypsum Board...	Closed					May 20, 2019		May 22, 2019
334000-0003	0	334000		Product Data	Storm Drainag...	Closed					May 23, 2019		May 18, 2019
042000-0003	1	042000		Sample	Unit Masonry...	In Review	Michael Bechtel	Toyota Motor Manufacturing	OVERDUE MAY 31		Nov 22, 2018		May 26, 2019
055000-0009	0	055000		Shop Drawings	Metal Fabricati...	Closed					May 15, 2019		May 10, 2019
223000-0007	0	223000		Product Data	Plumbing Equi...	Closed					May 13, 2019		May 8, 2019
095400-0001	2	095400		Sample	Specialty Celli...	Closed					Feb 15, 2019		May 5, 2019
232013-0003	0	232013		Product Data	Dust Collectio...	Closed					May 9, 2019		May 4, 2019

DAILY REPORT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	1 2 / 5 COMPLETE 115 🧑 921 HOURS 1 🚩 1 🚩	2 2 / 5 COMPLETE 106 🧑 823 HOURS 1 🚩 1 🚩	3 3 / 5 COMPLETE 157 🧑 1353 HOURS 1 🚩	4 1 / 4 COMPLETE 67 🧑 536 HOURS 1 🚩
5 1 / 4 COMPLETE 6 🧑 48 HOURS 1 🚩	6 3 / 6 COMPLETE 138 🧑 1154 HOURS 1 🚩 1 🚩	7 3 / 6 COMPLETE 143 🧑 1124 HOURS 1 🚩 1 🚩	8 3 / 6 COMPLETE 165 🧑 1412 HOURS 1 🚩	9 3 / 6 COMPLETE 285 🧑 2420 HOURS 1 🚩	10 3 / 6 COMPLETE 158 🧑 1353 HOURS 1 🚩	11 1 / 4 COMPLETE 78 🧑 684 HOURS 1 🚩
12 2 / 5 COMPLETE 55 🧑 461 HOURS 1 🚩	13 3 / 6 COMPLETE 160 🧑 1382 HOURS 1 🚩 1 🚩	14 3 / 6 COMPLETE 170 🧑 1470 HOURS 1 🚩	15 3 / 6 COMPLETE 161 🧑 1404 HOURS 1 🚩	16 3 / 6 COMPLETE 164 🧑 1440 HOURS 1 🚩	17 3 / 6 COMPLETE 161 🧑 1438 HOURS 1 🚩	18 2 / 5 COMPLETE 93 🧑 721 HOURS 1 🚩 1 🚩
19 2 / 5 COMPLETE 19 🧑 154 HOURS 1 🚩	20 2 / 3 COMPLETE 120 🧑 1035 HOURS 1 🚩	21 2 / 3 COMPLETE 281 🧑 2453 HOURS	22 2 / 2 COMPLETE 163 🧑 1315 HOURS 1 🚩 1 🚩	23 2 / 2 COMPLETE 161 🧑 1299 HOURS	24 2 / 2 COMPLETE 162 🧑 1257 HOURS	25 2 / 2 COMPLETE 28 🧑 366 HOURS

SUBCONTRACTOR PREQUALIFICATION PROCESS

Ideal Contracting utilizes Verikal a third-party vendor for subcontractor prequalification. The Verikal risk management team apply twelve financial measurements teamed with Ideal customized specific prequalification questionnaire to evaluate to return a sound and reliable picture of a subcontractor's Scorecard & Tier rating, including project and aggregate limits.

Prequalification Questionnaire Categories

- General Company Information
- Diversity Certifications
- Associations/Affiliations/Memberships
- Parent Company and Subsidiary Information
- Union Information
- Safety Information Last 3 Years (EMR, OSHA Logs, Injury data, OSHA violations), Safety Programs & Policies
- Certificate of Insurance
- Contractor Licenses
- Legal
- Financial (Large Project, Backlog, Annual Revenue past 3 years, Financial Statements)
- Banking Information and Line of credit verification
- Bonding and Security Information
- References Project & Supplier

Example Subcontractor Tier Rating & Financial Scorecards

Date of Prequalification: October 15, 2018		Tier: 1	
Trade: 337000 Electrical Utilities		Single Project Limit: \$ 35,827,500	
		Aggregate Project Limit: \$ 37,009,935	
		Working Capital (Adj.): \$ 7,401,987	
Analyst Commentary: Analysis based on Prime Group Inc. Consolidated Financial Statements. Parent guarantee needed.			
Largest Contract Completed		Total Revenue Earned	
Most Current Year:	\$ 53,000,000	Most Current Year:	\$ 83,000,000
Year 2:	\$ 56,000,000	Year 2:	\$ 91,396,000
Year 3:	\$ 10,000,000	Year 3:	\$ 40,567,000
		Expire Modification Rate	
		Most Current Year:	
		Year:	
		Year:	
Measures			
Current Ratio:	1.13	AR Turnover:	97.53
Working Capital to Backlog:	8.2%	AP Turnover:	37.77
Number of Days Cash:	7.99	Debt to Net Worth:	3.87
Net Worth to backlog:	19.38%	Legal:	Clean
Profitability:	Positive	References:	Worked For Hiring Client
Credit Line:	< 60% Usage	Credit History:	Good/Recent Sample

A large green square graphic with a thick border, positioned on the left side of the page. The text is centered within the square.

BUSINESS INFORMATION QUESTIONNAIRE

SECTION – BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.

LEGAL NAME OF PROPOSING ENTITY Ideal Contracting L.L.C.

PRINCIPAL OFFICE ADDRESS 2525 Clark St. Detroit, MI 48209

PRIMARY CONTACT Dan Budnik PHONE NO 248-640-0782 EMAIL dbudnik@idealcontr

WEB SITE www.idealcontracting.com

FORM OF OWNERSHIP (Check One)

Corporation LLC Joint Venture

State of Incorporation/Registration Michigan

Date of Incorporation/Registration 12/1/1997

Limited Partnership General Partnership Individual

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS AND OWNERS

Name / Title

Name / Title

Frank Venegas Jr. - Chairman & CEO

Jon Hautau - Sr. Vice President, Service Group

Loren Venegas - President

Julie Weiss - Controller

Nick Luxon - Sr. Vice President of Construction

LIST OF CORPORATE DIRECTORS

Name

Principal Business Affiliation (Other Than Proposing Entity)

N/A

ADDITIONAL INFORMATION REQUIRED BY THE DBA

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name / Address

Name / Address

N/A

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST:

Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Detroit Building Authority, or with any of its board members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

Ideal Contracting L.L.C.

(Name of Proposing Business)

By  2/18/2021
(Signature) Date

Sr. Vice President of Construction
(Title)

A large green square graphic with a white interior, positioned on the left side of the page. The text is centered within the square.

EXHIBIT C
QUALIFICATIONS
EVALUATIONS

EXHIBIT C
QUALIFICATIONS EVALUATION

This submittal will be used to evaluate and score the Respondent's qualifications to perform this work.

Qualification Packets are to be no longer than twenty-five (25) pages in length, including photos. The Respondent must provide evidence of proven experience providing services of a similar scope. The DBA reserves the right to determine the similarity of any previous experience with the services sought through this RFQP.

The Qualification Evaluation Packet is to include the following:

1. An organizational chart of the staff who will be dedicated to this project. This chart should clearly identify points of contact, roles, and responsibilities.
2. Information outlining the experience and qualifications of all staff who will be assigned to work on this project. This information should include all of these staff members' active licenses and certifications issued by the State of Michigan or other authorities.
3. Documentation showing successful completion projects of a similar nature, scale, and complexity. At a minimum, this information must include (May list in Section 6A):
 - I. Project name and location; and
 - II. Contract holder and their contact information; and
 - III. Project description; and
 - IV. Start date and completion date; and
4. References who are willing and able to speak to Respondent's qualifications and experience.
5. A detailed project schedule.
6. Information on subcontractor, if applicable:
 - I. Name & Address
 - II. Equalization Eligibility/Certification (Attach if Applicable)
 - III. Experience & Capacity to perform the work

Any additional information that the Respondent would like to provide that can illustrate their qualifications, capacity, and ability to perform this project.

WHO WE ARE

Formed in 1998, Ideal Contracting, LLC is a certified MBE, self-performing General Contractor, headquartered in Detroit, Michigan. Built on a reputation of quality in the construction industry, we have become one of the largest General Contractors in Michigan and aspire to grow our footprint throughout the United States.

<p>Geographical Footprint</p> <p>■ Licensed ■ Pursuing License</p>	<p>Annual Revenue \$250,000,000</p> <p>Projects Ranging From \$5,000 - \$100,000,000</p>	<p>100+ Full-time Staff</p> <p>250+ Self-perform Skilled Trades</p>
<p>Our Certifications</p>		<p>2021 EMR 0.52</p>

Ideal's standard for customer service is based upon our demands for honest and ethical conduct from every member of our organization. Ideal maintains the highest level of communication throughout the project process. Construction schedule, safety, quality requirements, and budgetary constraints are our priority on every project.

We credit our success as a General Contractor to our skillful combination of specialty services and self-perform trades. In addition, our industry knowledge allows us to retain a respected base of quality subcontracting partners to enhance our self-perform capabilities. We listen to our customers' project goals and implement strategies to achieve them. Utilizing self-perform specialty trades, we gain a competitive advantage and stay one step ahead. This allows us to avoid costly delays or any other disruption of our successful project delivery.

SELF-PERFORM CAPABILITIES



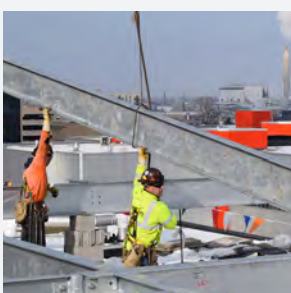
CIVIL

- Site Demolition
- Site Utility Installation
- Catch Basins, Manholes, and Vaults
- Detention Ponds
- Pump Stations
- Mechanical, Electrical, and Plumbing
- Excavation, Backfill, and Earth Retention
- Foundations



CONCRETE

- Foundations: Building and Equipment
- Walls: Cast-in-Place and Architectural
- Structural Concrete Frames
- Formwork: Elevated and Specialty
- Concrete Toppings
- Decorative Concrete
- Parking Structures



STEEL

- Design-Build and 3D BIM Virtual Design
- Structural
- Miscellaneous
- Precast Installation
- Ornamental
- Stairs, Guardrail, Handrail, and Ladders
- Mezzanines/Platforms
- Reinforcing
- MEP Support
- Modular



INTERIORS

- Cold-Form Framing
- Drywall and Metal Studs
- Demountable Partitions
- Acoustical Ceilings
- Rough and Finish Carpentry
- Linear and Metal Pan Ceilings

Firm Technical Expertise



DLZ MICHIGAN, INC.
607 SHELBY ST #650, DETROIT, MICHIGAN 48226

**ROLE: ARCHITECTURE, DESIGN, CIVIL, STRUCTURAL,
MECHANICAL, ELECTRICAL ENGINEERING, LANDSCAPE
DESIGN, SURVEY**



WE UNDERSTAND **PUBLIC TRANSIT**



DLZ HAS WORKED FOR

25

PUBLIC TRANSIT
AGENCIES

WE UNDERSTAND **PUBLIC SECTOR**



98% OF OUR
WORK IS

FOR PUBLIC SECTOR
CLIENTS INCLUDING
FEDERAL, STATE, AND
LOCAL MUNICIPAL PUBLIC
AGENCIES

WE UNDERSTAND **CLIENT NEEDS**



85% OF OUR
WORK IS

FOR REPEAT CLIENTS.
WE MEET AND EXCEED
CLIENT EXPECTATIONS
BY DELIVERING QUALITY
PROJECTS ON TIME AND
ON BUDGET.

DLZ is an award-winning, minority-owned, full-service professional consulting firm. DLZ has performed similar work on a wide variety of architectural/engineering projects, including work for numerous public transit agencies. 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 experienced in all aspects of the work involved in performing architectural and engineering projects.

DLZ has worked for 25 public transit agencies including: Detroit Department of Transportation (DDOT), Capital Area Transit Authority (CATA), Suburban Mobility Authority for Regional Transportation (SMART), Ann Arbor Area Transit Authority (AAATA), Holland Max, Kalamazoo Metro, Saginaw Transit Authority Regional Services (STARS), Central Ohio Transit Authority (COTA), several others.

As a Detroit-based firm, DLZ has maintained an office in Detroit for many years. We are committed to building upon our relationship with the DBA. Our goal is to become an extension of your team and your long-term partner throughout this contract.

CERTIFICATIONS: Detroit Based Business (DBB); Minority-Owned Business Enterprise (MBE)

SUBCONSULTANTS NORR

150 W. JEFFERSON AVENUE, SUITE 1300, DETROIT, MICHIGAN, 48226

NORR is a global design leader. Their professional team of architects, engineers, planners and interior designers apply big picture thinking to deliver exceptional projects in partnership with their clients.

CERTIFICATIONS: Detroit Based Business (DBB)

SCALES & ASSOCIATES, INC.

2727 SECOND AVENUE, SUITE 232, DETROIT, MICHIGAN 48201

Founded in 1970, Scales & Associates, Inc. has established a regional reputation for its high technical standards and its commitment to excellence in design for commercial, industrial, institutional and residential facilities for clients in both the public and private sectors.

CERTIFICATIONS: Woman Owned Business; Small Disadvantaged Business (SDB); **Disadvantaged Business Enterprise (DBE)**; Minority Business Enterprise (MBE); Detroit Based Business (DBB)



**YOUR VISION.
OUR PEOPLE.
BUILDING TOGETHER.**

Ideal Contracting is an experienced design-build contractor. We believe this delivery method is the ideal way to integrate the talents of every team member and optimize project results. Ideal Contracting's vast experience in this delivery method has equipped us with the tools and lessons learned to successfully perform these services on various scopes and project types.

DLZ is a minority-owned full-service A/E firm with over 100 years of history in providing services to municipalities and local public agencies. DLZ's recent experience includes award-winning designs for bus transit stations and other public projects. Our team also includes design partners NORR and Scales & Associates. NORR and Scales both have a longstanding working relationship with the City and are committed to its success.

The Ideal Contracting / DLZ team is prepared to provide innovative ideas for the New State Fair Transit Center project supported by relative experience, a proven track record, and a collaborative approach to execution. The self-perform trade capabilities of the Ideal team are also prepared to support project execution and supplement local market capacity as necessary. Our commitment to Safety and Quality with industry leading control programs will ensure the highest standards are achieved. Ideal Contracting's commitment to diversity will ensure project inclusion. The Ideal Contracting / DLZ team integrates the strengths of our companies making our team uniquely qualified to drive success of the New State Fair Transit Center project.

WHY THE IDEAL CONTRACTING/DLZ TEAM?

DESIGN-BUILD EXPERIENCE

Over the years, we have demonstrated our commitment to implementing the best construction practices through a proven track record of delivering high-quality design-build projects across multiple sectors.

TRANSIT EXPERIENCE

DLZ has provided design services for over 25 transit agencies in the last 15 years and through this experience has become very familiar with transit operations and applicable FTA regulations. DLZ has worked for DDOT, SMART, AAATA, CATA, and other urban transit agencies throughout Michigan. Some recent examples include the AAATA Blake Transit Center in Ann Arbor (LEED Silver), Capital Area Gateway Multi-modal Station in East Lansing, and design for 14 new bus stations for MSRTC (Mumbai, India). All of these projects were recognized with AIA design awards. Similar to the proposed State Fair Transit Project, each of our bus station projects have included a high level of coordination with multiple stakeholders and the community during the design and construction phases.

ADAPTIVE REUSE / HISTORIC STRUCTURE EXPERIENCE

Collectively, our team has a great deal of experience in facility conditions assessment, feasibility studies for existing buildings, restoration of historic structures, and adaptive reuse of a wide variety of existing buildings. Eric and Laurie (DLZ) are both designated as historic architects. Our team will be able to review the three existing buildings for consideration of feasibility for a potential adaptive reuse. Our team recognizes the significance of this site and structures as a historic resource to the community. We are excited to have the opportunity to review existing conditions and explore the potential and feasibility of renovating one of the historic buildings as an adaptive-reuse project that would preserve the history of the site.





DETROIT-BASED BUSINESS

Ideal Contracting and DLZ each have over 25 years working in the City of Detroit and are proud Detroit-based businesses. Our design partners, NORR and Scales & Associates, are also long time Detroit-based businesses. Our local presence highlights our commitment to expanding and improving the Detroit community.

M/W/DBE COMMITMENT

Ideal Contracting has a long-standing history of meeting and exceeding project diversity goals to include subcontracting and purchasing agreements, including but not limited to small business enterprises, minority-owned, women-owned, and disadvantaged business enterprises.

DETROIT COMMUNITY ENGAGEMENT

Community engagement is an important aspect of projects of this nature. We have experience with this and are happy to partner with DDOT and the City to develop a community engagement plan appropriate for this project.

SAFETY BRINGS US HOME

Safety is our culture. Protecting the lives of our clients, employees, subcontractors, and the public is our greatest value and guides our philosophy. Our commitment is proven and demonstrated through our award-winning safety performance and guided by our core safety program.



WHAT WE STAND FOR

We understand that our workplace and the communities in which we live and work are made up of a broad range of individuals and organizations. The diversity of these individuals and organizations bring our unique strengths to the forefront. Utilizing these strengths enables us to provide better services while building stronger communities.

Ideal Contracting is committed to building the Detroit community with a strong concentration on Southwest Detroit.

Together with numerous organizations, non-profits, as well as fellow companies throughout the neighborhood, we work with families to stabilize the neighborhood, build a strong educational structure, and create wealth in our community.



DEVELOPING THE NEXT GENERATION OF YOUNG LEADERS

Ideal Contracting understands the importance of developing the next leaders in the industry. We have developed programs and created opportunities to provide hands-on experience for High School and College students, as well as young adults entering the skilled trades workforce.

In addition to attending multiple career fairs, Ideal participates in the GDYT (Grow Detroit's Young Talent) program. This 6-week program aims to provide students with the knowledge to begin a career in the building trades. In 2020, Ideal Contracting took part in the Fast Track Job Program at the Michigan Central Train Station. The first cohort of 25 individuals received paid hands-on training and supervision in various building trades, including masonry, carpentry, electrical, painting and iron work.



GDYT Students Visit Jobsite



Fast Track Job Program at Michigan Central Train Station

EXECUTIVE ORDER 2016-1

As a Detroit headquartered firm, the Ideal team is experienced in constructing in the City of Detroit and are familiar with the City's Executive Orders 2016-1 and 2014-5. We will track and report Detroit resident hours, total work hours, and the actual participation percentage. This information will be submitted once a month as required by the City.

THE VALUE OF SUPPLIER DIVERSITY

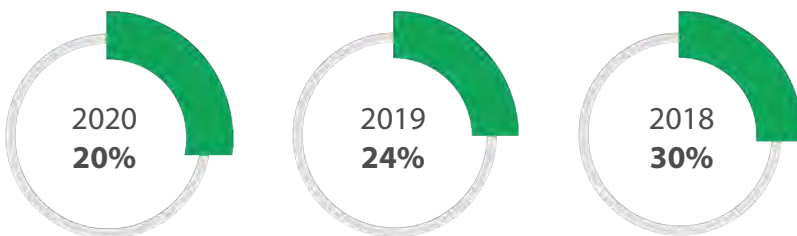
Supporting business diversity plays a major role in Ideal Contracting's core values. Through our Supplier Diversity initiatives, Ideal Contracting creates a corporate culture that seeks to build relationships with minority owned (MBE), women-owned (WBE) and veteran owned businesses. In this pursuit we continue to expand in the number of M/WBE(s) vendors that we work with, as well as increased total dollars spent with these companies.

Outreach is just the first step in building successful trade partner relationships. The second component is mentoring and training efforts, which leads to jobsite safety and productivity. Ideal's owner, Frank Venegas Jr., and the entire Ideal Contracting management team have made great efforts to continue mentoring other MBE/WBE(s) by sharing some of the knowledge and expertise that has been gained in our 20+ years of operation. An example of this mentorship is the quarterly MBEIC Construction Sector Meeting held at Ideal Contracting. MBE/WBE vendors are invited to presentations on different topics that are relevant to operating a business in the construction industry.



MBEIC Construction Industry Group Panel: Real Talk with GC's

3-YEAR AVERAGE TIER II DIVERSITY SPEND



CORPORATE GOAL: 8%

OVER \$68,000,000 SPENT WITH DIVERSE SUPPLIERS
(2018-2020)

DIVERSITY AWARDS

DTE Energy Supplier Diversity Award 2010, 2016

Ford Hispanic Network Amigo de la Comunidad
Frank Venegas Jr., 2018

FCA Supplier Diversity Award 2016

GM Supplier Impact Award 2016, 2017, 2018

Martin Luther King Jr. Social Justice Award
Frank Venegas Jr., 2015

MHCC High Impact Business Enterprise of the Year 2016

MMSDC MBE Luminary of the Year Award
Frank Venegas, 2016

RICH BROWN | VICE PRESIDENT OF OPERATIONS



17 YEARS OF EXPERIENCE

EDUCATION: BACHELORS OF SCIENCE CONSTRUCTION MANAGEMENT, MICHIGAN STATE UNIVERSITY

CERTIFICATIONS: OSHA 10-HOUR, OSHA 30-HOUR, FIRST AID/CPR/AED, MUST SAFETY TRAINING

As Vice President of Operations for Ideal Contracting, Rich ensures the successful delivery of projects by providing the leadership that promotes a proactive environment built around team-oriented programs. Rich ensures that all Ideal personnel have adopted and maintain the most current Safety and Operational requirements. His approach to project delivery ensures the highest level of safety, quality, and customer satisfaction on all of our projects. Rich oversees regularly scheduled team meetings and is available to meet with team members to resolve

critical issues whenever deemed necessary. Rich has extensive design-build experience. His expertise ranges from owner/engineer project coordination, project control, procurement of materials, subcontract management, and cost/scheduling control.

RELEVANT EXPERIENCE (BRIEF LIST)

Belle Isle Conservatory Truss Replacement, Detroit, MI

Eastern Market Parking Garage, Detroit, MI

Little Caesars Arena Perimeter Buildings, Detroit, MI

Little Caesars Arena Parking Garage, Detroit, MI

Toyota Powertrain Lab Expansion Phase 2, Ann Arbor, MI

QLine Rail Stations, Detroit, MI

DAN BUDNIK | DIRECTOR OF PRECONSTRUCTION



23 YEARS OF EXPERIENCE

EDUCATION: BACHELORS OF SCIENCE CONSTRUCTION MANAGEMENT, EASTERN MICHIGAN UNIVERSITY

CERTIFICATIONS: OSHA 30-HOUR, FIRST AID/CPR/AED, MUST SAFETY TRAINING

As Director of Preconstruction, Dan oversees total construction efforts to ensure the project is constructed in accordance with design, budget, and schedule. Dan interfaces with owner site representatives, architect representatives, contractors, etc., fostering a sense of community among the project team. Dan also provides direction to planning, scheduling, engineering, accounting functions on the project as required. He continually reviews all areas of work to plan the most cost-effective method of operating on all aspects of the project. Dan has twenty-three

years of experience in the construction industry, fulfilling the roles of director, estimator, project manager, project engineer, field technician, and owner's representative on various automotive, industrial, and commercial projects.

RELEVANT EXPERIENCE (BRIEF LIST)

Belle Isle Conservatory Truss Replacement, Detroit, MI

Book Cadillac Historic Hotel Renovation, Detroit, MI

Detroit Free Press Building Renovation, Detroit, MI

Eastern Market Parking Garage, Detroit, MI

Madison Building Renovation, Detroit, MI

Little Caesars Arena Perimeter Buildings, Detroit, MI

Little Caesars Arena Parking Garage, Detroit, MI

Toyota Powertrain Lab Expansion Phase 2, Ann Arbor, MI

Wright Kay Building Renovation, Detroit, MI

ROB REDDEN | SENIOR ESTIMATOR



32 YEARS OF EXPERIENCE

EDUCATION: IBEW LOCAL 58 MEMBER, LICENSED ELECTRICIAN - STATE OF MICHIGAN

CERTIFICATIONS: OSHA 30-HOUR, FIRST AID/CPR/AED, MUST SAFETY TRAINING

As Senior Estimator, Rob oversees estimating efforts to ensure projects are bid in accordance with design, budget, and schedule. This includes interfacing with owner site representatives and architect representatives. Rob coordinates the RFI process including expediting answers to vendor/subcontractors to assure clear, concise bids. In addition, he provides project planning, scheduling, and design-build engineering assistance on projects as required. Rob has over thirty-one years of experience in the construction industry fulfilling the roles of estimator, project

manager, field technician and owner's representative on various institutional, automotive, industrial and commercial projects.

RELEVANT EXPERIENCE (BRIEF LIST)

Eastern Market Parking Garage, Ann Arbor, MI

Belle Isle Conservatory Truss Replacement, Detroit, MI

Cobo Hall Backbone Networking, Wireless Bridge Installation and Design Assist, Detroit, MI

Ford Motor Company Low Voltage / Horizontal Cabling and Distribution, Romeo, MI

GM Building 31 Office Transformation, Warren, MI

Toyota 508 Utility Building, Princeton, IN

JASON DYER | SENIOR PROJECT MANAGER



24 YEARS OF EXPERIENCE

EDUCATION: BUILDING CODE & LIFE SAFETY - STATE OF MICHIGAN, MICHIGAN BUILDERS LICENSE

CERTIFICATIONS: OSHA 30-HOUR, FIRST AID/CPR/AED, MUST SAFETY TRAINING, SCAFFOLDING + EXCAVATION

As Senior Project Manager, Jason establishes team relationships and initiates construction manager services on projects. He administers the projects progress throughout the program duration and monitors project costs and schedule status. Jason brings 24 years of industry knowledge to the Ideal team with extensive design-build and construction management experience.

RELEVANT EXPERIENCE (BRIEF LIST)

Center for Automotive Research (C.A.R.) New Design-build World Headquarters, Ann Arbor, MI

Four Corners Square New Design-build Mixed-use Development, White Lake, MI

Joque, Inc. Exterior Beautification Projects, Detroit, MI

Joque, Inc. New Manufacturing Facility, Flatrock, MI

Plymouth Town Center New Design-build Retail Center, Plymouth, MI

The Tractor Supply MDOT Improvements, Canton, MI

JEREMY GILMORE | SUPERINTENDENT



22 YEARS OF EXPERIENCE

EDUCATION: LABORERS LOCAL 1076 APPRENTICESHIP PROGRAM

CERTIFICATIONS: OSHA 30-HOUR, CONFINED SPACE, EXCAVATION COMPETENT PERSON, FIRST AID/CPR/AED, MUST SAFETY TRAINING

As Superintendent, Jeremy is responsible for the overall field direction of general trades' construction activities and the project site health and safety compliance to all site owners, Ideal Contracting, and OSHA safety programs. He plans, implements, and sequences construction operations and directs safety, security and quality control programs to minimize disruption to the project's operations. He also conducts jobsite trade coordination meetings, reviews contractor's billings, and schedules manpower for self-perform trades. He has worked on several diverse projects and is well versed in purchasing, planning, field engineering, expediting, inspection, and codes and regulations, as well as safety supervision experience. Jeremy's attention to detail ranks him amongst our top superintendents. He is well respected within the subcontractor and trades communities, resulting in a mutual respect and smooth working environment.

RELEVANT EXPERIENCE (BRIEF LIST)

Bluewater Compressor Station, Ray Township, MI

GM New Logistics Operations Center, Hamtramck, MI

Little Caesars Arena Perimeter Buildings, Detroit, MI

Little Caesars Arena Parking Garage, Detroit, MI

NOAH JUTIS | PROJECT ENGINEER / DOCUMENT CONTROL



6 YEARS OF EXPERIENCE

EDUCATION: BACHELORS OF SCIENCE CONSTRUCTION MANAGEMENT,
NORTHERN MICHIGAN UNIVERSITY

As Project Engineer, Noah aids in planning, developing, coordinating and supervising construction engineering activities. He manages the submittal process, project schedule updates and RFI process. Noah assists the project superintendent in monitoring quality workmanship by the trades.

RELEVANT EXPERIENCE (BRIEF LIST)

Bluewater Compressor Station, Ray Township, MI

E360 Sound Transit Light Rail Extension, Redmond, VA

GM GTC AEC Batter Lab Shaker + Cycle Testing , Warren, MI

ERIC BEAULIEU, AIA, LEED AP | PROJECT MANAGER



EDUCATION: Master of Architecture, Lawrence Technological University (LTU); BS Architecture, LTU

CERTIFICATIONS/AFFILIATIONS: Registered Architect: MI; LEED Accredited, U.S. Green Building Council, 2009; American Institute of Architects; Association of Licensed Architects; Historic Architect

Mr. Beaulieu's 21 years of experience includes project management, design, construction documents, multi-discipline coordination, code analysis, cost analysis, bidding, and construction administration. Mr. Beaulieu has experience in a variety of project types including renovations and new construction of all sizes and levels of complexity, including public transit projects. Mr. Beaulieu offers a practical and proactive approach to problem solving and project coordination. As Project Manager, Mr. Beaulieu will be the primary point of contact for this contract and will be responsible for project scope, schedule, budget, and quality. Mr. Beaulieu will develop the project approach, coordinate the project team, and will manage project development, delivery, and project completion.

RELEVANT EXPERIENCE (BRIEF LIST)

- DDOT Coolidge Operations & Maintenance Terminal, Detroit, MI
- MSRTC New Intercity Passenger Bus Terminal & Operations Center, Panvel, India
- Suburban Mobility Authority for Regional Transportation (SMART), As-Needed Architectural/Engineering Services; Oakland, Macomb, and Wayne County, MI
- Capital Area Transportation Authority (CATA), Capital Area Multimodal Gateway, East Lansing, MI
- Macatawa Area Express Transportation Authority (MAX), New Transportation Facility, Holland, MI
- Capital Area Transportation Authority (CATA), As-Needed Architectural/Engineering Services, Lansing, MI

LAURIE FREY, AIA | PROJECT ARCHITECT



EDUCATION: Masters of Art, Architecture, University of Michigan, 1999; Bachelor of Arts, Political Science, University of Michigan, 1992

CERTIFICATIONS/AFFILIATIONS: Registered Architect: MI; American Institute of Architects; Historic Architect

Ms. Frey is an experienced NCARB certified and licensed architect with a diverse project background including retail, housing, hospitality, urban design, preservation and adaptive reuse. Closely involved in all aspects of the architectural project from conceptual design and planning through construction administration and project finalization. Successfully managed small project teams to produce quality documents in accordance with tight project deadlines. Work directly with the management team of client organizations to define project scope, projected hours, deliverables, deadlines, liability considerations and additional services. Excellent communication and organizational skills which generate effective team management, strong client partnerships, and outstanding project outcomes.

RELEVANT EXPERIENCE (BRIEF LIST)

- DDOT Coolidge Operations & Maintenance Terminal, Detroit, MI
- Macomb County Department of Roads, New Vehicle Maintenance Facility, Clinton Township, MI
- West Bloomfield Township, Fire Station #3 Facility Assessment, West Bloomfield, MI
- Wayne County Health Administration Building, Wayne, MI
- United States Postal Service, Indefinite Quantity Contract, Various Locations
- West Bloomfield Township, Civic Center Interior Renovation, West Bloomfield, MI
- Wayne County Medical Examiner's Office Facility Assessment, Detroit, MI

DOR'MARIO BROWN | FIELD SERVICES MANAGER



EDUCATION: Bachelor of Science, Civil and Environmental Engineering, Michigan State University

SPECIAL TRAINING: MDOT Field Book / Field Manager Training - 2006, MDOT Materials Process and Acceptance Seminar - 2010, OSHA 40-hour HAZWOPER Training and All Current 8-Hour Refreshers

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.

RELEVANT EXPERIENCE (BRIEF LIST)

- FCA New Mack Engine Plant, City of Detroit Brownfield Redevelopment Authority, Detroit, MI
- CS-1812 Detroit Water and Sewerage Department (DWSD), CIPMO, Detroit, MI
- Great Lakes Water Authority Capital Improvements Program, Detroit, MI
- City of Detroit, Brownfield Redevelopment Authority, Detroit, MI
- Former Michigan State Fairgrounds Environmental Assessments & Surveys, Detroit, MI

SOLOMON TUCKER | DESIGNER



EDUCATION: Master of Architecture, The University of Michigan, Bachelor of Science in Architecture, The University of Michigan

SPECIAL AWARDS: March 2013 | University of Michigan Student Showcase | "Honorable Mention" in college wide student of architecture exhibition. December 2010 | Lawrence Tech University Honors | IDS-1 studio honors for exceptional studio work. April 2010 | Hampton University Department of Architecture | Recognition for "Best Overall Student" in the first-year design studio.

Mr. Tucker possess 5 years of experience in the architectural field. Mr. Tucker spent 4 years working at McIntosh Poris Associates on design presentations and the production of architectural documentation for multiple program typologies including: hospitality, mixed-use, and multi- and single-family residential. Currently, Mr. Tucker works on architectural documentation and presentation renderings and walkthroughs for municipal and educational typologies at DLZ Corporation. Mr. Tucker also utilizes his rendering skills to help the client better understand the final appearance of the design.

RELEVANT EXPERIENCE (BRIEF LIST)

- DDOT Coolidge Operations & Maintenance Terminal, Detroit, MI
- USPS Detroit Vehicle Maintenance Facility, Detroit, MI
- The Assembly Adaptive Reuse, Bedrock Management, Detroit, MI*
- Coolhouse Labs Historic Rehabilitation, Ann Arbor, MI*

*With previous employer.

DAVID CLUSIAU, AIA, BES, OAA, AIBC, FRAIC, LEED AP, NCARB | VICE PRESIDENT, ARCHITECTURAL DESIGN



36 YEARS OF EXPERIENCE

EDUCATION: BACHELORS OF ARCHITECTURE, UNIVERSITY OF WATERLOO

BACHELOR OF ENVIRONMENTAL STUDIES, UNIVERSITY OF WATERLOO

HARVARD GRADUATE SCHOOL OF DESIGN COORDINATING THE BUILDING PROCESS SEMINAR

David is a leader, a visionary and a distinguished architect whose designs have shaped built environments around the world. As Vice President of Architectural Design at NORR, David provides strategic direction and leads design teams in multiple market sectors, working collaboratively with clients and partners to find an inspired and appropriate vision. He also successfully led the design team for the Toronto Pan Am Sports Centre, Union Station

Redevelopment, and the David Braley Health Sciences Centre.

RELEVANT EXPERIENCE (BRIEF LIST)

Cooksville GO Station Redevelopment, Mississauga, ON

Danforth GO Station Expansion, Toronto, ON

GO Transit Garage, Aurora, ON

GO Transit Unionville Station, Unionville, ON

Metrolinx Design Review Panel Nominee

North West PATH, York Street Union Station Pedestrian Tunnel, Toronto, ON

Union Station Revitalization, Toronto, ON

Woodbine GO Station,, Toronto, ON

SHAUN GIGNAC, AIA, LEED AP BD+C | SENIOR DESIGNER



11 YEARS OF EXPERIENCE

EDUCATION: MASTER OF ARCHITECTURE, DESIGN, AND PRACTICE,

LAWRENCE TECHNOLOGICAL UNIVERSITY

As the local project Senior Designer, Shaun will assist the design team to visualize design opportunities and assist clients make quality design assessments during the design phases to maximize project understanding and diverse stakeholder buy-in while also minimizing changes during the construction documents, bidding and implementation phases. Shaun has completed multiple projects in the city of Detroit providing code and local knowledge directly applicable to the proposed new transit center project.

RELEVANT EXPERIENCE (BRIEF LIST)

Chase Building Renovation Quicken Loans, Detroit, MI

Coleman A. Young Municipal Center, Detroit, MI

City of Detroit Detroit Renewable Power Study, Detroit, MI

Detroit Building Authority City Services Consolidated Master Plan, Detroit, MI

Detroit Diesel M1 Office Renovation, Detroit, MI

DWSD City of Detroit Central Services Facility Consolidation Programming Study, Detroit, MI

Midtown Mixed-Use Development Group 10, Detroit, MI

CLAUDIA PADILLA, IIDA, NCIQD | SENIOR INTERIOR DESIGNER

**12 YEARS OF EXPERIENCE****EDUCATION:** BACHELOR OF FINE ARTS, INTERIOR DESIGN, WAYNE STATE UNIVERSITY

Claudia is a certified interior designer with over 10 years of experience in the design industry working on a wide variety of project types. She has successfully created design solutions for numerous client industries with an emphasis on user experience and high functionality within the building and adjacencies. Her diverse experience includes many projects within the city of Detroit. Claudia will research the proposed materials and methods of the project during the design phase and provide critical insight into these elements impact on schedule, budget, life cycle, and ongoing maintenance requirements.

RELEVANT EXPERIENCE (BRIEF LIST)

Buhl Building Core Renovation, Detroit, MI

Chase Building Renovation Quicken Loans, Detroit, MI

Coleman A. Young Municipal Center, Detroit, MI

Comcast Call Center, Detroit, MI

CVS National Retail Program, Various US Locations

Focus: HOPE, Detroit, MI

Historic Motown Institute Interior Design Renovation, Detroit, MI

Solanus Casey Center Addition and Renovation, Detroit, MI

Vibe Salon, Dearborn, MI



BLAKE TRANSIT CENTER

Ann Arbor Area Transportation Authority | Ann Arbor, MI

Cost	\$8,700,000
Area	12,500 SF
Owner	Ann Arbor Area Transportation Authority
Reference	Terry Black, Manager of Maintenance 734.973.6500 tblack@theride.org



(including a full basement) and was located on a limited urban site in the heart of the Ann Arbor Business District. The new facility houses 12+ full-time staff members and will serve as the downtown transfer station, break area for bus drivers, and public information center for AAATA.

Three major design goals were to improve the overall safety in and around the current site, create a landmark facility, and achieve LEED Silver certification. The design was influenced by a large group of stakeholders extending from AAATA staff to the City of Ann Arbor, Washtenaw County, Downtown Development Authority, and other community stakeholders. A significant time period of project development was devoted to stakeholder meetings. Complete funding for this project was secured through a combination of Michigan Department of Transportation (MDOT) and Federal Transit Administration (FTA) Grants. As a result, the design and project process had to follow FTA regulations.

DLZ provided Ann Arbor Area Transportation Authority (AAATA) with professional architectural/ engineering services to assist in the facility assessment of the existing Blake Transit Center and the preliminary planning for its renovation, relocation, and/or reconstruction. DLZ was contracted to design the new Blake Transit Center. This project was approximately 12,500 square feet on three levels



NEW INTERCITY BUS AND TERMINAL OPERATIONS CENTER

Maharashtra State Road Transport Corporation (MSRTC) | Churchgate, Mumbai, India

Cost	\$40,000,000 (estimated)
Area	130,000 SF
Client	Sashi Prabhu & Associates
Reference	Amoi Prah, Partner +91-66199999 amolprabhu@sapaec.com

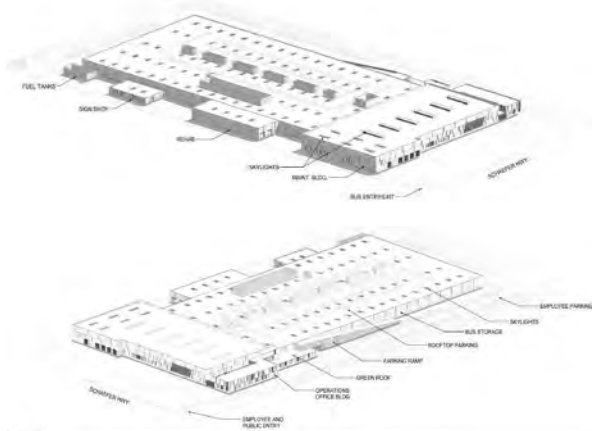


DLZ is a subconsultant to Mumbai-based architecture firm, Shashi, Prabhu & Associates. DLZ's role is to provide master planning and concept design for 14 new bus terminals throughout the State of Maharashtra. The facility at Panvel will be the first of the stations so be built in the project. This new transit center serves Maharashtra State Road Transport Corporation (MSRTC) intercity bus services and provides connection to intracity buses, railway, and taxi services.

MSRTC is the public transit system for the state of Maharashtra, India. With 16,500 buses in operation and 7 million passengers daily, it is one of the largest transit systems in the world. MSRTC has embarked on a system-wide modernization of their buses and facilities. The Panvel site has a daily bus turnover of 2350 buses with an expected growth rate or 30% over the next 10 years. With around 50,000 passengers using the facility each day, safety and circulation were key components of the design. For this purpose, the new terminal was designed to separate the flow of pedestrians and buses, and to create a clear division between the bus tarmac and pedestrian loading/waiting areas.

This 33-bay facility provides additional amenities for passengers including ticketing, food court, first class lounge, luggage storage, short-term stay rooms, and retail. The station also features a second level raised walkway that provides connection to the nearby train station. This second level houses spaces for retail which will be used to create additional revenue for the facility.

In addition to the pedestrian spaces, this 130,000 SF facility will also provide staff administration spaces, bus driver dorms, staff housing, as well as a 14-bay maintenance facility. Site features include bus wash bays, fueling stations, bus parking, utilities, and public restrooms.



DDOT COOLIDGE OPERATIONS AND MAINTENANCE FACILITY

City of Detroit | Detroit, MI

Cost	\$125,000,000 (estimated)
Area	500,000 SF
Owner	Detroit Building Authority
Reference	Donna C. Rice, Senior Project Manager 313.224.4599 riced@detroitmi.gov

DLZ has completed a comprehensive feasibility study, programming, and concept design effort for the Detroit Department of Transportation (DDOT) Coolidge Operations and Maintenance Facility in Detroit, Michigan. The project includes a new 446,000 square foot facility and site development of 19 acres, to be used for the storage, maintenance, service and fueling of 216 diesel and a variety of non-revenue vehicles.

The project will include sustainable design features such as green infrastructure, low-impact stormwater management, rainwater harvesting for bus washing, natural daylighting, energy efficient mechanical systems, green/blue roof systems and photovoltaic panels. DLZ is providing full-service architecture and engineering including programming, design, architecture, civil and structural engineering, geotechnical, environmental, landscape design, interior design, construction administration and commissioning services.

At the completion of the project, DDOT will have a new innovative, sustainable maintenance facility that will provide a safe working environment for the employees and inviting space for users.



MULTI-MODAL GATEWAY OPERATED BY CATA

Capital Area Transportation Authority | Lansing, MI

Cost	\$5,500,000 (estimated)
Area	8,000 SF
Owner	Capital Area Transportation Authority
Reference	Bradley Funkhouser, Chief Executive Officer 517.262.4965



DLZ is the prime Architecture and Engineering design consultant for the new CATA East Lansing Transportation Gateway in East Lansing, Michigan. The new transit center serves Amtrak and multiple intercity bus service providers.

The design process included input from several project stakeholders including the Capital Area Transportation Authority (CATA), Michigan State University (MSU), the City of East Lansing, Michigan Department of Transportation (MDOT), Amtrak, and others. The project was funded through a Federal Transit Administration (FTA) Livability Grant and MDOT.

The project included demolition of four existing buildings and complete redevelopment of the site. New development included an 8,000-square-foot transit center building including space for multiple transit service providers, public restrooms, waiting areas, administrative offices, and a multi-purpose community room. The site development included canopies for exterior waiting areas, parking for 150 vehicles, site circulation drives, non-motorized vehicle access, pedestrian access, site utilities, wayfinding signage, landscaping, and other site amenities.

DLZ provided full-service A/E design including architecture, site development, civil, structural, mechanical, electrical, environmental engineering, and survey services for this project.



COOKSVILLE GO STATION DEVELOPMENT

Metrolinx/GO Transit | Cooksville, ON

Cost	\$129,000,000
Area	652,236 SF
Owner	Metrolinx/GO Transit
Reference	Lubos Trcka, Project Coordinator 416.202.4932

NORR was retained by Metrolinx to provide detailed concept design and compliance review services for a new Parking Structure, train platform expansion, station replacement and site improvements at the Cooksville GO station in Mississauga, Ontario. The site had been identified by the City of Mississauga as a Mobility Hub, transit oriented centre for densification and development. The project design includes a six story, 2,000 car parking structure, new rail and bus

station facilities, transit platforms, civic pedestrian plaza and improved surface parking lots.

Through an extensive design review process NORR developed an iconic design for approval by the Joint Design Review Panel (JDRP) comprised of members from Metrolinx Design Excellence panel and the City of Mississauga Urban Planning. NORR then proceeded to develop the Reference Concept Design package and detailed output specification (PSOS) schedules for the Alternative Finance and Procurement (AFP) project delivery through Infrastructure Ontario.

NORR provided Technical Advisor (TA) services through the In-Market pursuit phase with compliance reviews, technical responses and bid analysis for adherence to design criteria. NORR continues to provide TA and Contract Administration support including full-time Field Review services, working closely with Metrolinx and Infrastructure Ontario.



CALEDONIA STATION

Metrolinx, Eglinton Crosstown Light Rapid Transit (ECLRT) | Toronto, ON

Cost	\$120,000,000
Area	88,716 SF
Owner	Metrolinx, Eglinton Crosstown Light Rapid Transit
Reference	Frank Altomare, Director 416.393.7938 frank.altomare@metrolinx.com

Located along Eglinton Avenue between the GO Transit Barrie rail corridor and the entrance to the Westside Mall (about 200 meters west of Caledonia Road opposite Blackthorn Avenue), the Caledonia Intermodal Station will include a pedestrian connection to a future GO Transit station and an offstreet

TTC bus loop with one fully accessible entrance at north side of Eglinton, west of the GO Transit corridor. The current design includes a bus loop with two bus bays to serve TTC buses, a plaza facing Eglinton Avenue West, between the main entrance and the driveway to the Westside Mall. Retail spaces are integrated at street level in the main entrance. There will be 60 outdoor bicycle parking spaces within the main entrance at ground level.

The Caledonia Station is an underground light rail transit (LRT) station under construction on Line 5 Eglinton Crosstown, the cornerstone of the \$8.4 billion infrastructure that is part of the Toronto subway system. NORR (via CTS) has been engaged for architectural services as one of four (4) architectural consultants on the Design, Build, Finance, Maintain (DBFM) delivery method. NORR's scope includes three below grade stations: Caledonia Station; Mount Pleasant Station and Cedarvale Station.



DETROIT FREE PRESS BUILDING RENOVATION

Bedrock/Turner Construction | Detroit, MI

Cost \$1,000,000
Area 276,000 SF
Architect Kramer Designs
Reference Jerry Moses,
Turner Construction
jcmoses@tcco.com

NATIONAL
REGISTER OF
HISTORIC PLACES

Ideal Contracting erected 96 tons of structural steel for the Detroit Free Press Building Renovation project. This project was completed in two phases. The first phase addressed the existing building core and shell, while phase II will focus on the interior architectural work.



HOTEL RENOVATION PROJECT

Westin Book Cadillac | Detroit, MI

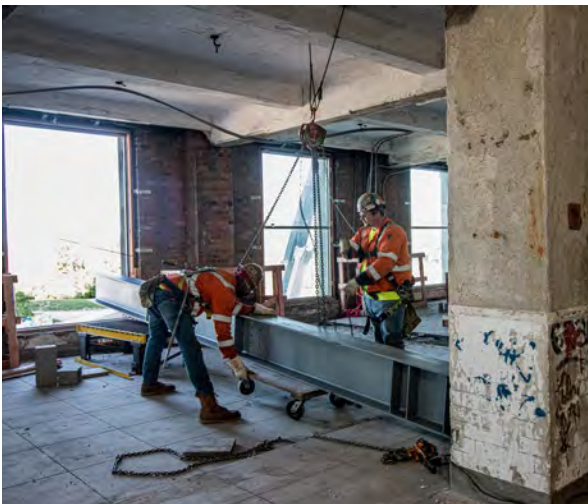
Cost \$1,100,000
Area 33-stores
Architect Kaczmar Architects

NATIONAL
REGISTER OF
HISTORIC PLACES

Ideal Contracting worked hand-in-hand with the structural engineer to furnish and install 200 tons of structural and miscellaneous steel to reinforce and stabilize the 33-story structure initially built in 1924. Despite the hidden problems that were discovered throughout the renovation, Ideal Contracting was able to provide continuous savings through value engineering. Ideal Contracting's attention to detail throughout the project helped return the

dilapidated building to its original grandeur making it the 4-star hotel today.

The Westin Book Cadillac Hotel received the 2009 National Trust for Historic Preservation Award and is recognized as a coveted AAA Four Diamond Hotel. An icon of luxury, The Westin Book Cadillac Hotel on Washington Boulevard, now stands as a symbol of talented Detroit contractors and their dedication to the revival of the great Motor City.



THE STATION

Ford Motor Company/RAM Construction | Detroit, MI

Cost \$6,200,000
Architect Quin Evans Architects
Reference Andrew Sandzik
RAM Construction
asandzik@ramservices.com

NATIONAL
REGISTER OF
HISTORIC PLACES

Ideal Contracting has been awarded multiple contracts for the renovation of the Michigan Central Station working as a subcontractor to Christman/Brinker and RAM Construction. Ideal Contracting will be self-performing the structural and miscellaneous steel erection for these projects.



EASTERN MARKET PARKING GARAGE

City of Detroit | Detroit, MI

Cost	\$2,000,000
Size	87,900 SF
Architect	Desman Design Management
Reference	Darryl Young, Senior Manager 313.224.2912

Ideal acted as the Construction Manager for the Eastern Market Parking Garage Restoration project. The scope of work included design, installation, and maintenance of the entire shoring system, concrete slab repairs, concrete column, beam, and wall repairs, full depth slab-on-grade sidewalk slab repairs, replacement of metal/aluminum door, frames and associated hardware, aluminum curtain wall and glazing repairs, removal and replacement of all garage signage, removal of brick facade, painting of concrete exterior, as well as updates to all HVAC, plumbing, electrical and fire systems.



BELLE ISLE CONSERVATORY TRUSS REPLACEMENT

Belle Isle Conservatory | Detroit, MI

Cost	\$2,000,000
Area	4,000 SF
Architect	G.H. Forbes Associates
Reference	Amanda Treadwell, MDNR 313.264.6359 treadwella@michigan.gov



A gem of Detroit, the Anna Scripps Whitcomb Conservatory located on Belle Isle is one of the nation's oldest glass houses still in existence. The 85-foot-high dome was originally constructed of wood and in the 1950's was rebuilt with a skeleton of steel and aluminum.

Today, the conservatory is undergoing another major renovation to preserve the historic landmark. The Department of Natural Resources and Belle Isle contracted Ideal to restore the integrity of the dome structure, known as the Palm House. The scope of work includes the removal and replacement of the deteriorating structural steel truss columns, original to the 1904 structure, with new galvanized assemblies.

The towering palms and tropical plants housed in the 100,600 cubic-foot dome proposed a challenge to the team as the temperature was to remain consistent throughout construction. In order to replace the trusses, the existing electrical and mechanical systems had to be removed. The team developed a plan with the mechanical subcontractor that allowed for the trusses to be replaced and the temperature to remain consistent in the Palm House. The mechanical subcontractor froze the existing hot water supply and return piping and added isolation valves. This allowed the team to remove individual radiant units without shutting down the entire system which eliminated having to provide temporary heat for the facility. This project was delivered on time and with great customer satisfaction.



QLINE RAIL STATIONS

City of Detroit | Detroit, MI

Cost	\$1,025,000
Area	23 Rail Stations
Reference	Sam Eid, International Precast Solutions

Ideal Contracting completed the erection of 23 rail stops from Downtown Detroit to Midtown for the new QLine Rail.



POWERTRAIN LAB EXPANSION PHASE 2

Toyota | Ann Arbor, MI

Cost	\$42,000,000
Size	120,000 SF
Reference	Richard Ferguson richard.ferguson@toyota.com

Ideal Contracting acted as the General Contractor for the 120,000 SF expansion to Toyota's Powertrain facility. In addition to the expansion, all necessary building and environmental management systems were provided including gas detection, refrigerant detection, emergency safety alarms and shut downs, exhaust mitigation equipment, and on site power generating equipment that not only satisfies the needs of the building, but also provides power to the grid. All civil infrastructure was provided for the building including new pavements, parking areas for 223 vehicles as well as canopies, and above ground fuel storage and distribution facilities.



AMAZON DELIVERY CENTER

Merrill Steel | Pontiac, MI

Cost	\$2,000,000
Size	320,000 SF
Reference	Brian Geurink 715.393.4120 bgeurink@merrillsteel.com

Ideal Contracting's scope of work consisted of receiving the structural steel, joist and deck, unloading, staging, erecting and detailing within the building footprint to the erected precast walls. The delivery center contains two exterior canopies on the East and West elevations along with a North entrance canopy and a pump house.



GM GTC FLOOD RESTORATION PHASE 1 + 2

General Motors | Warren, MI

Cost	\$98,000,000
Area	6 Buildings
Reference	Norma Weingartz nweingartz@gm.com 602.797.6053

Ideal Contracting acted as the design-build contractor for the GM Flood Restoration program. The catalyst for this level of transformation work was the restoration of office space that was destroyed by a historic rain event in Warren, Michigan at the Global Technical Center. The office space of 6 buildings was compromised and Ideal led the restoration effort by engaging with all stake holders and the design-build engineering partner to develop common systems and common standards for collaborative workspace development for General Motors. The standards developed by the Ideal Design-Build Team have become the model for all GM office transformation and personnel relocation projects. Ideal has completed 23 office transformation and personnel relocation projects since 2014 totaling nearly 1,500,000 SF and approximately \$150,000,000.00.



City of Detroit
Department of Transportation
New State Fair Transit Center (Preliminary Schedule)



ID	Task Name	Duration	Start	Finish	Predecessors	Half 1, 2021			Half 2, 2021			Half 1, 2022			Half 2, 2					
						J	M	M	J	S	N	J	M	M	J					
1	Construction Timeline	364 days	Mon 1/25/21	Thu 6/16/22		[Timeline bar]														
2	Pre-Construction	256 days	Mon 1/25/21	Mon 1/17/22		[Timeline bar]														
3	Contractor Selection / RFQP	51 days	Mon 1/25/21	Mon 4/5/21		[Timeline bar]														
4	Bid Documents are Available	20 days	Mon 1/25/21	Fri 2/19/21		[Timeline bar]														
5	RFQP Due	1 day	Mon 2/22/21	Mon 2/22/21	4	[Timeline bar]														
6	DBA/DDOT Review & Contractor Selection	5 days	Tue 2/23/21	Mon 3/1/21	5	[Timeline bar]														
7	Short Listed RFP	25 days	Tue 3/2/21	Mon 4/5/21	6	[Timeline bar]														
8	Anticipated Award	0 days	Mon 4/5/21	Mon 4/5/21	7	[Timeline bar]														
9	Design	125 days	Tue 4/6/21	Mon 9/27/21		[Timeline bar]														
10	Adaptive Reuse Study	15 days	Tue 4/6/21	Mon 4/26/21	8	[Timeline bar]														
11	Programming	15 days	Tue 4/6/21	Mon 4/26/21	8	[Timeline bar]														
12	DBA/DDOT Review	1 wk	Tue 4/27/21	Mon 5/3/21	10,11	[Timeline bar]														
13	Topographic Survey	15 days	Tue 4/6/21	Mon 4/26/21	8	[Timeline bar]														
14	Geotechnical Investigation	15 days	Tue 4/6/21	Mon 4/26/21	8	[Timeline bar]														
15	Schematic Design	4 wks	Tue 5/4/21	Mon 5/31/21	12	[Timeline bar]														
16	DBA/ DDOT Review	5 days	Tue 6/1/21	Mon 6/7/21	15	[Timeline bar]														
17	Design Development	20 days	Tue 6/8/21	Mon 7/5/21	12,16	[Timeline bar]														
18	DBA/DDOT Review	1 wk	Tue 7/6/21	Mon 7/12/21	17	[Timeline bar]														
19	Permit Drawings	6 wks	Tue 7/13/21	Mon 8/23/21	17,18	[Timeline bar]														
20	Bid Docs - Site Package	6 wks	Tue 7/13/21	Mon 8/23/21	18	[Timeline bar]														
21	Permit Review	3 wks	Tue 8/24/21	Mon 9/13/21	19,20	[Timeline bar]														
22	Bid Documents	7 wks	Tue 7/13/21	Mon 8/30/21	18	[Timeline bar]														
23	QC & Final Review	1 wk	Tue 8/31/21	Mon 9/6/21	22	[Timeline bar]														
24	Final Construction Documents	2 wks	Tue 9/14/21	Mon 9/27/21	21,23	[Timeline bar]														
25	Subcontractor Bid Package	22 days	Tue 8/24/21	Wed 9/22/21		[Timeline bar]														
29	Permits	38 days	Tue 8/24/21	Thu 10/14/21		[Timeline bar]														
30	File DAH Blight Clearance	5 days	Tue 8/24/21	Mon 8/30/21	19,20	[Timeline bar]														
31	SESC Permit	10 days	Tue 8/24/21	Mon 9/6/21	19,20	[Timeline bar]														
32	Submit Package for Building Permit	3 days	Tue 8/24/21	Thu 8/26/21	19,20	[Timeline bar]														
33	City of Detroit Plan Review	4 wks	Fri 8/27/21	Thu 9/23/21	32	[Timeline bar]														
34	Engineering Permit	2 wks	Fri 9/24/21	Thu 10/7/21	33	[Timeline bar]														
35	Water Tap & Sanitary Tap Permit	1 wk	Fri 10/8/21	Thu 10/14/21	34	[Timeline bar]														
36	Public Utilities	70 days	Tue 9/28/21	Mon 1/3/22		[Timeline bar]														
39	Subcontract Award	10 days	Thu 9/23/21	Wed 10/6/21		[Timeline bar]														
46	Material Procurement	81 days	Mon 9/27/21	Mon 1/17/22		[Timeline bar]														



City of Detroit
Department of Transportation
New State Fair Transit Center (Preliminary Schedule)

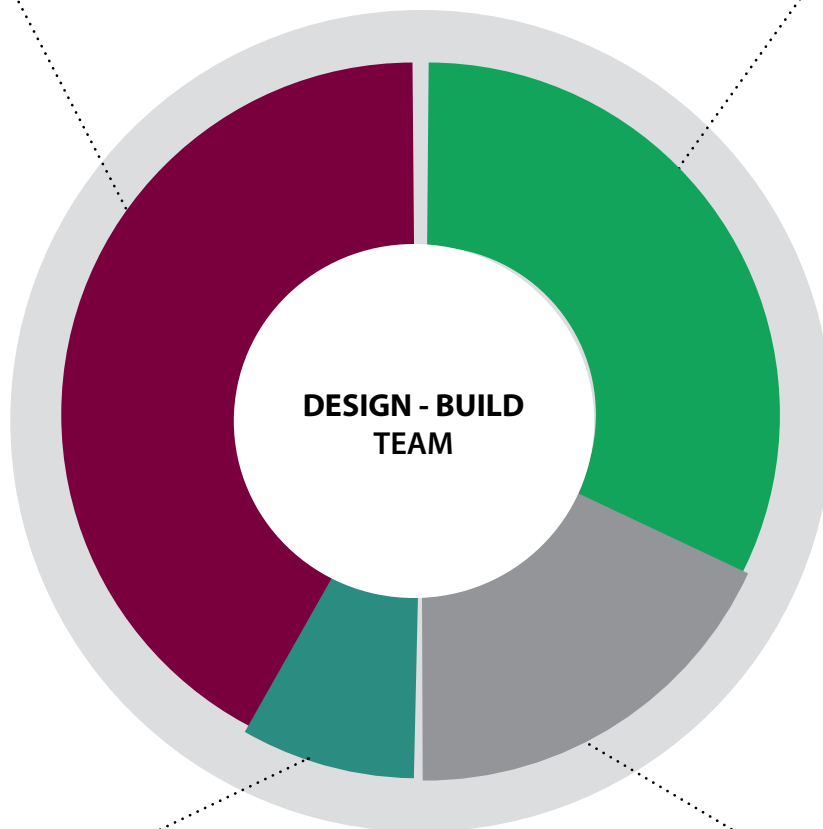


ID	Task Name	Duration	Start	Finish	Predecessors	Half 1, 2021			Half 2, 2021			Half 1, 2022			Half 2, 2022	
						J	M	M	J	S	N	J	M	M	J	
79	Construction	180 days	Fri 10/8/21	Thu 6/16/22												
80	Demolition	29 days	Fri 10/8/21	Wed 11/17/21												
81	Mobilize- Job Setup & Training	5 days	Fri 10/8/21	Thu 10/14/21	35FS-10 days,31,34											
82	Cut & Cap / De-Energize	4 days	Fri 10/15/21	Wed 10/20/21	81											
83	Site Clearing / Grub / Soil Erosion	5 days	Fri 10/15/21	Thu 10/21/21	81											
84	Site Demolition	19 days	Fri 10/22/21	Wed 11/17/21	83											
85	Site Work	126 days	Thu 11/18/21	Thu 5/12/22												
86	Earthwork Cut/fill	10 days	Thu 11/18/21	Wed 12/1/21	84											
87	Site Utilities - Storm, water, sewer	15 days	Thu 12/2/21	Wed 12/22/21	86											
88	Grade site, cut curbs, install stone	10 days	Fri 4/1/22	Thu 4/14/22	86,87,97											
89	Paving	15 days	Fri 4/15/22	Thu 5/5/22	88											
90	Landscape / Finalize Site	5 days	Fri 5/6/22	Thu 5/12/22	89											
91	Core & Shell Construction	75 days	Thu 12/2/21	Wed 3/16/22												
92	Install Building Pad	5 days	Thu 12/2/21	Wed 12/8/21	86											
93	Concrete Foundations	12 days	Thu 12/9/21	Fri 12/24/21	92											
94	Backfill Rough Grade	3 days	Mon 12/27/21	Wed 12/29/21	93											
95	Structural Steel Building & Canopy Steel	20 days	Thu 12/30/21	Wed 1/26/22	94											
96	Roofing	12 days	Thu 1/13/22	Fri 1/28/22	95FS-10 days											
97	Masonry	15 days	Thu 1/20/22	Wed 2/9/22	95FS-5 days											
98	Concrete SOG	15 days	Thu 2/10/22	Wed 3/2/22	97											
99	Glass & Glazing	10 days	Thu 3/3/22	Wed 3/16/22	98											
100	Interior Construction	96 days	Mon 1/31/22	Mon 6/13/22												
101	OH MEP Work	10 days	Mon 1/31/22	Fri 2/11/22	96											
102	Rough Frame	10 days	Thu 3/3/22	Wed 3/16/22	98											
103	In-wall Rough	5 days	Thu 3/17/22	Wed 3/23/22	102											
104	Rough inspections	2 days	Thu 3/24/22	Fri 3/25/22	103											
105	Drywall - Install / Finish / Sand	10 days	Mon 3/28/22	Fri 4/8/22	104											
106	Ceiling & OH HVAC & GRD's	13 days	Mon 4/11/22	Wed 4/27/22	105											
107	Interior Finishes	13 days	Thu 4/28/22	Mon 5/16/22	106											
108	MEP Finishes	10 days	Tue 5/17/22	Mon 5/30/22	107											
109	OFCI Items/ Workstations setup	5 days	Tue 5/31/22	Mon 6/6/22	108											
110	Final Inspections	5 days	Tue 5/31/22	Mon 6/6/22	108											
111	Network setup, Training, Cx	5 days	Tue 6/7/22	Mon 6/13/22	110											
112	Punch List	2 wks	Tue 5/31/22	Mon 6/13/22	108											
113	Final Cofo	3 days	Tue 6/14/22	Thu 6/16/22	111,90											

**NEW STATE FAIR TRANSIT CENTER
ANTICIPATED DETROIT-BASED + MBE FIRM INVOLVEMENT
OF TOTAL DESIGN-BUILD CONTRACT VALUE**

DBE/MBE PARTNERS
DLZ MICHIGAN INC. MBE, DETROIT-BASED
SCALES & ASSOCIATES MBE, WBE, DBE, DETROIT-HEADQUARTERED

CONTRACT PRIME (MBE)
IDEAL CONTRACTING MBE, DETROIT-HEADQUARTERED



DETROIT-BASED BUSINESS
NORR DETROIT-BASED

DIVERSE SUBCONTRACTORS / VENDORS
<p> Ideal Contracting anticipates a goal of 20% - 30% spend with DBE, MBE, and WBE subcontractors and vendors. </p>

MBE/WBE CERTIFICATIONS

THIS CERTIFIES THAT

DLZ MICHIGAN, INC.

Nationally certified by the **MICHIGAN MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541310, 541320, 541330, 541370, 541620

*Description of their products/services as defined by the North American Industry Classification System (NAICS):

11/01/2020 MI01280

Issued Date **Certificate Number**

11/01/2021 *Michelle Sourie Robinson*

Expiration Date **Michelle Sourie Robinson, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <https://nmsdc.org>

[Certify, Develop, Connect, Advocate](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

THIS CERTIFIES THAT

Ideal Contracting, LLC

Nationally certified by the **MICHIGAN MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 238220, 236210, 238120, 238190, 238310, 238910, 238110

*Description of their products/services as defined by the North American Industry Classification System (NAICS):

10/09/2020 MI01620

Issued Date **Certificate Number**

11/01/2021 *Michelle Sourie Robinson*

Expiration Date **Michelle Sourie Robinson, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <https://nmsdc.org>

[Certify, Develop, Connect, Advocate](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

THIS CERTIFIES THAT

Scales & Associates, Inc.

Nationally certified by the **MICHIGAN MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541330

*Description of their products/services as defined by the North American Industry Classification System (NAICS):

10/16/2020 MI01332

Issued Date **Certificate Number**

11/01/2021 *Michelle Sourie Robinson*

Expiration Date **Michelle Sourie Robinson, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <https://nmsdc.org>

[Certify, Develop, Connect, Advocate](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

WBENC
WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Scales & Associates, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately voided. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 541330, 541310
UNSPSC: 81101800
Certification Number: WOSB190015
Expiration Date: March 25, 2021

Michelle Robinson
Michelle Robinson, Great Lakes Women's Business Council Executive Director

Patricia Prince-Eason
Patricia Prince-Eason, WBENC President & CEO

Laura Taylor
Laura Taylor, WBENC Vice President

**Great Lakes
Business
COUNCIL**
Accelerating business growth

DETROIT-BASED BUSINESS + WAYNE COUNTY CERTIFICATIONS

FY 2020 – 2021

Detroit Business Certification Program

This is to certify the business below has met all requirements set forth by the City of Detroit, Civil Rights, Inclusion & Opportunity Department as

Ideal Contracting LLC

**Detroit Based Business (DBB)
Detroit Headquartered Business (DHB)
Minority Owned Business Enterprise (MBE)**

commencing **July 9, 2020** expiring on **July 9, 2021.**



CRO
Charity R. Dean, Esq., Director
Civil Rights, Inclusion & Opportunity

City of Detroit
Michael E. Duggan, Mayor

Revised FFord - 09/03/2018

August 28, 2019

DLZ Michigan, Inc.
607 Shelby Street Suite 650
Detroit, MI 48226
Attn: Manoj Sethi **DLZ IS WAITING FOR UPDATED CERTIFICATION**

RE: DETROIT BUSINESS CERTIFICATION
(Approval Date: 8/28/19 to 8/28/20)

Dear Applicant:

This letter shall serve as your notification that this office has completed its evaluation of the Certification Application and supporting documents submitted by your company.

Based upon our review it has been determined that your company meets the eligibility criteria of the Detroit Business Certification Program. Therefore, your company's certification status as Detroit-Based Business (DBB) is effective for a period of one (1) year.

You are reminded to keep this office apprised of any changes that may affect the status of your company's certification, i.e. ownership, management, location, etc. Also this office may request additional information at any time to verify your continued eligibility.

Remember to visit our web page for any updates to the program and most current application for next year at <https://detroitmi.gov/departments/civil-rights-inclusion-opportunity-department>.

Your continued interest in and support of the City of Detroit's Certified Business Program is appreciated.

Sincerely,
Crystal Nickson
Crystal Nickson
Business Certification Specialist
Civil Rights, Inclusive and Opportunity (CRIIO)

Encl: certificate
Cc: file

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1340
DETROIT, MICHIGAN 48226
PHONE 313-224-4900 TTY 313-224-4980
FAX 313-224-3434
WWW.DETROITMI.GOV

FY 2020 – 2021

Detroit Business Certification Program

This is to certify the business below has met all requirements set forth by the City of Detroit, Civil Rights, Inclusion & Opportunity Department as

NORR, LLC

Detroit Based Business (DBB)

Commencing **October 15, 2020** expiring on **October 15, 2021.**



CRO
Charity R. Dean, Esq., Director
Civil Rights, Inclusion & Opportunity

City of Detroit
Michael E. Duggan, Mayor

Revised FFord - 09/03/2018

Wayne County Human Relations Certifications

This certifies that
Ideal Contracting LLC
2020 Oak
Detroit, MI 48209

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County procurement processes utilizing the Evaluation Order for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution. (Valid under the Certification Resolution to the date through which your Certification/Registration is valid.)



1/19/2021

MWBE Registered through: 1/25/2020

Victoria I. Edwards
Victoria I. Edwards, Director

Warren C. Evans
Warren C. Evans, County Executive

Wayne County Human Relations Certifications

This certifies that
DLZ Michigan, Inc.
607 Shelby Street
Detroit, Michigan 48226

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County procurement processes utilizing the Evaluation Order for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution. (Valid under the Certification Resolution to the date through which your Certification/Registration is valid.)



3/8/2024



4/27/2022

MWBE Registered through: 4/27/2023

Victoria I. Edwards
Victoria I. Edwards, Director

Warren C. Evans
Warren C. Evans, County Executive

Wayne County Human Relations Certifications

This certifies that
Scales and Associates, Inc.
3727 Second Ave
Detroit, Michigan 48221

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County procurement processes utilizing the Evaluation Order for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution. (Valid under the Certification Resolution to the date through which your Certification/Registration is valid.)



1/18/2021



1/20/2021



3/14/2021



1/18/2021



1/15/2021

MWBE Registered through: 1/15/2021

Victoria I. Edwards
Victoria I. Edwards, Director

Warren C. Evans
Warren C. Evans, County Executive

FY 2016 – 2017

Detroit Business Certification Program

This is to certify the business below has met all requirements set forth by City of Detroit Civil Rights, Inclusion & Opportunity as

Scales & Associates, Inc.

Detroit Headquartered Business (DHB)
commencing **June 30, 2017** expiring on **June 30, 2018.**

SCALES & ASSOCIATES IS WAITING FOR UPDATED CERTIFICATION



City of Detroit
Michael E. Duggan, Mayor

Partis L. Roberson
Partis L. Roberson
Group Executive - Civil Rights, Inclusion & Opportunity

Revised Number: DBCP(6/17)-SC(06/17)-201
Revised 01/19/17 - 2017

DEMONSTRATED ABILITY TO COMPLETE THE PROJECT **ON TIME AND ON BUDGET**

The Ideal Contracting / DLZ team is proud of our track record regarding client services and response time. We encourage DDOT to contact our references to gain a client's perspective on our performance.

DLZ REFERENCES

EATON COUNTY TRANSPORTATION AUTHORITY

Ms. Donna Webb, General Manager
517.543.8619
dwebb@eatontrans.com

KENT COUNTY

Ms. Linda Rensland, Facilities Project Manager
616.299.9077
linda.rensland@kentcountymi.gov

UNITED STATES POSTAL SERVICE

Mr. Donald Kandl, Project Manager
630.295.6239
donald.w.kandl@usps.gov

IDEAL CONTRACTING REFERENCES

GENERAL MOTORS

Paul Sinelli, Manager, Facilities Projects
248.297.6685
paul.sinelli@gm.com

TOYOTA

Richard Ferguson, Manager
734.995.5543
richard.ferguson@toyota.com

DTE ENERGY

Tony Tomczak
313.235.7533
tomczaka@dteenergy.com

ADDITIONAL DLZ TRANSIT CLIENTS



Kalkaska Area Transit



City of Greenville



City of Alma



City of St. Ignace



A large green square graphic with a white interior, positioned on the left side of the page. The text is centered within this square.

EXHIBIT D
DISPOSAL OF MATERIAL
AFFIDAVIT

EXHIBIT D
DISPOSAL OF MATERIAL AFFIDAVIT

Ideal Contracting L.L.C., a Corporation/Partnership/Limited Liability Company/Joint Venture of the State of Michigan hereby affirms that it is our intention to dispose of unused materials at one of the following sites; and that we have in our possession a valid purchase order, letter of credit, or written agreement from the operator of the disposal site:

- (1) Name: TBD
Location: _____
- (2) Name: _____
Location: _____

Further, if these sites become unavailable, we will give prior notice to the DBA regarding the location of a new site.

Further, it is understood and agreed that dumping material at an unauthorized or illegal location shall be cause for cancellation of the remaining portion of the Contract Agreement and that neither the City of Detroit nor the DBA shall be held liable for any claim or cause of action arising there from.

Further, it is understood that the DBA may require written evidence, furnished upon request, (i.e. dump ticket, invoices, etc.) verifying that the above disposal sites were used for the disposal of materials under the Contract Agreement and that such evidence shall be.

Ideal Contracting L.L.C.
(Bidder)


(Signature)

Sr. Vice President of Construction
(Title)

2/18/2021
(Date)

Subscribed and sworn to before me this 18th day of February, 2021.

Linda G. Rhodes
Notary Public, Wayne County, Michigan

My Commission Expires: 10-05-2026

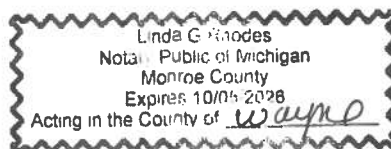




EXHIBIT E
NON-COLLUSION AFFIDAVIT

EXHIBIT E

AFFIDAVIT OF NON-COLLUSION

I state that I am Sr. Vice President of Construction (title) of Ideal Contracting L.L.C. (name of company/bidder) and that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers.

I state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other proposer or potential proposer.
- (2) Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other company or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any company or person to refrain from bidding on this contract, or to submit a proposal higher than this Proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (4) This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company or person to submit a complementary or other noncompetitive proposal.
- (5) Ideal Contracting L.L.C. (name of company/bidder), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I hereby affirm that the facts and information contained above are true and correct. I further affirm that Ideal Contracting L.L.C. (name of company/bidder) understands and acknowledges that the above representations are material and important, and will be relied on by the City of Detroit in awarding the contract(s) for which this Proposal is submitted. I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Detroit of the true facts relating to the submission of Proposals for this contract.

[Signature on following page]

Ideal Contracting L.L.C.

(Company/Bidder Name)

[Handwritten Signature]

(Authorized Signature)

Sr. Vice President of Construction

(Title/Position)

Sworn to and subscribed before me this 18th day of February, 2021.

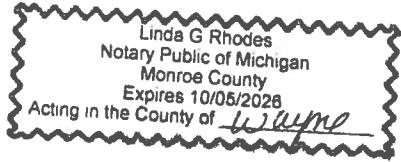
Linda G. Rhodes

Notary Public

County of: Monroe

State of: Michigan

My commission expires: 10-05-2026



A thick green square frame with a white background, partially enclosing the text. The frame is open on the right side.

EXHIBIT F
EQUALIZATION ELIGIBILITY
CREDITS

EXHIBIT F

Equalization Credit Statement (Effective March 1, 2019)

The City of Detroit through its Office of Contracting and Procurement and its department of Civil Rights, Inclusion & Opportunity where applicable and allowed by law that all certified businesses will receive equalization credits and competitive advantages for procurement and contracting bidding opportunities with the City of Detroit.

Under Section 18-5-12 of the Detroit City Municipal Code, vendors qualify for equalization credits if they have been certified as a Detroit Based (D-BB) or Detroit Resident Business (D-RB). There are additional equalization credits for those businesses who are also Detroit Headquartered (D-HB), Detroit Based Small Business (D-SB), Detroit Based Micro Business (D-MB), Joint Venture, or Mentor Venture.

If your company has been certified by the City's Civil Rights, Inclusion & Opportunity Department include your valid Business Certificate at the time you submit your bid in order to receive equalization pricing credits, if any.

If your company is not certified and is interested in becoming certified or want to learn more about the many benefits of certification please call 313.224.4950 or email CivilrightsCert@detroitmi.gov.

More information can be found at: www.detroitmi.gov/departments/civil-rights-inclusion-opportunity-department/certification-and-business-registry.

If proposing a Joint Venture, include a copy of the written agreement at the time you submit your bid in order to receive equalization pricing credits, if any, between the separate firms, one of which must be a D-BB, D-SB, D-RB, or D-MB (include their Business Certificate), which has been created to perform a specific contract, and at a minimum:

- Substantially included in all phases of the contract, including, but not limited to bidding and staffing;
- Provides at least fifty-one percent (51%) of the total performance, responsibility, and project management of a specific job;
- Receives at least fifty-one percent (51%) of the total remuneration from a specific contract; and
- Shares in profits and losses.

If proposing a Mentor Venture, include a copy of the written agreement at the time you submit your bid in order to receive equalization pricing credits, if any, between the separate firms, one of which must be a D-BB, D-SB, D-RB, or D-MB (include their Business Certificate), which has been created to perform a specific contract, and at a minimum:

- Substantially included in all phases of the contract, including, but not limited to bidding and staffing;
- Provides at least thirty percent (30%) of the total performance, responsibility, and project management of a specific job;
- Receives at least thirty percent (30%) of the total remuneration from a specific contract; and
- Shares in profits and losses.

Equalization Allowance Table for Detroit Based Business and Detroit Resident Business	
Contract Amount	Equalization Percentage
Up to \$10,000.00	5%
\$10,000.01 to \$100,000.00	4%
\$100,000.01 to \$500,000.00	3%
\$500,000.01 and over	2%

Additional Equalization Allowance Table	
Detroit Headquartered Business	3%
Detroit Small Business*	1%
Detroit Micro Business*	2%
Joint Venture**	2%
Mentor Venture**	1%

*Business can only be either Detroit Small Business or Detroit Micro Business; it cannot be both.

**Business can only be either a Joint Venture or Mentor Venture; it cannot be both.

FY 2020 – 2021

Detroit Business Certification Program

This is to certify the business below has met all requirements set forth by the City of Detroit, Civil Rights, Inclusion & Opportunity Department as

Ideal Contracting LLC

**Detroit Based Business (DBB)
Detroit Headquartered Business (DHB)
Minority Owned Business Enterprise (MBE)**

commencing **July 9 , 2020** expiring on **July 9, 2021**.



CRD

**Charity R. Dean, Esq., Director
Civil Rights, Inclusion & Opportunity**

**City of Detroit
Michael E. Duggan, Mayor**



EXHIBIT H
VENDOR CLEARANCES

EXHIBIT H

Vendor Clearances

The city has moved to an online combined clearance application. Please submit your clearance application online: <https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-treasury/clearances>.

Vendors must have their approved clearances through the city prior to beginning work.

Attached is Ideal Contracting's last Income Tax Clearance form. A new application will be submitted upon award of project.



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Ideal Contracting LLC

E-MAIL ADDRESS: lrhodes@idealcontracting.com

CONTACT NAME Julie Pilarski PHONE: (313) 843-8000 FAX: (313) 843-0154

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 130
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name Ideal Contracting LLC
Address 2525 Clark Street

City Detroit
State MI Zip Code 48209
Telephone (313) 843-8000 Fax # (313) 843-0154
E-mail Address lrhodes@idealcontracting.com

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

Telephone # _____
Fax # _____

Employer Identification or Social Security Number
383385464

Spouse Social Security Number _____

Nature of Contract Renovations of
garage at Eastern Market

BID CONTRACT AMOUNT (if known):
Labor: \$ _____ Material: \$ _____
Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- 1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
- 2. Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
- 3. Were you employed during the last seven (7) years? Yes No
- 4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- 5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No
- 6. Will the company have employees working in Detroit? Yes No
- 7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

Yes No Signature Valerie [Signature] Date 11-7-19 Expires 11-7-20

Yes No Signature _____ Date _____ Expires _____

Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov.



EXHIBIT I
CONSOLIDATED AFFIDAVITS

EXHIBIT I

**City of Detroit
Office of Contracting and Procurement**

CONSOLIDATED AFFIDAVITS

The following attestations must be provided to the City of Detroit as part of the contract approval process. Please fill out required information, attach required supplemental documents and have it notarized before uploading

I. HIRING POLICY COMPLIANCE

I Nicholas Luxon, being duly sworn, state that I am the Sr. VP of Contracting of

Ideal Contracting L.L.C., and that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Chapter 17, Article V, Division 6 of the 2019 Detroit City Code, being Sections 17-5-261 through 17-5-266 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, **I HAVE ATTACHED A COPY OF THE APPLICATION** that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

**II. SLAVERY ERA RECORDS AND INSURANCE, AND PRISON
INDUSTRY AND IMMIGRATION DETENTION SYSTEM
RECORDS AND INTERESTS DISCLOSURE**

1. Name of Contractor: Ideal Contracting LLC.

2. Address of Contractor: 2525 Clark St.

Detroit, MI 48209

3. Name of Predecessor Entities (if any): N/A

4. Prior Affidavit Submission? _____ No Yes, on: 2/5/2021
(Date of prior submission)

5. Contractor was established in (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

OR

Contractor has searched its records and those of any predecessor entity, and has found no record that Contractor or any predecessor(s) made any investments in, or derived profits from, the slave industry or slave holder insurance policies.

OR

Contractor has found records that Contractor or its predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. Contractor has searched its records and those of any and all predecessor entities, and has found no record that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons.

OR

Contractor has found records that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons. The nature of the use of inmate labor, profits, or investments is disclosed in the attached document(s).

7. Contractor has searched its records and those of any and all predecessor entities, and has found no record that indicates Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States.

OR

___ Contractor has found records that indicate Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States. The nature of the profits or investments is disclosed in the attached document(s).

I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge, and that all documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

III. COVENANT OF EQUAL OPPORTUNITY

I, Nicholas Luxon being a duly authorized representative of Ideal Contracting (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or application for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job, assignment, tenure, terms, conditions, or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under Section 23-2-6 of the 2019 Detroit City Code.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time until after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to Section 23-4-11(e) of the 2019 Detroit City Code.

RFQ/PO No.: (if applicable)
N/A

Duration of Covenant _____ to _____

IV. STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

City Charter Sec. 4-122: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses."

Instructions: In accordance with Sec. 4-122 of the 2012 Detroit City Charter, please provide the following information. If additional space is needed, please enter "see additional sheet(s)" on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Contractor/Vendor or	Recipient	Amount of Contribution or Expenditure	Date

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

**SIGNATURES AND
ACKNOWLEDGEMENT:**

I understand that the information provided in this consolidated affidavit will be relied upon by the City of Detroit in awarding the proposed bid, solicitation, contract, or lease. I swear or affirm that I have read this document, that I the authority to provide these disclosures and to bind the Contractor, and that the information provided herein is accurate. I have attached all required supplemental documents.

Sign name: 

Print name: Nicholas Luxon

Title: Sr. Vice President of Construction

STATE OF MICHIGAN)
Monroe **COUNTY**)

Sworn and subscribed to before me on February 18, 2021, by Nicholas Luxon
Date Name

the Sr. Vice-President-Construction of Ideal Contracting, LLC
Title Contractor

Sign: 

Print: Linda G. Rhodes

Notary Public, Michigan

Monroe County,

Michigan Acting in Wayne County

My Commission Expires: 10-05-2026





APPLICATION FOR EMPLOYMENT

As part of the application process, Ideal may conduct background checks on applicants.

EQUAL OPPORTUNITY EMPLOYER. It is our policy to abide by all federal, state and local laws prohibiting employment discrimination based solely on a person's race, color, religion, sex, age, national origin, citizenship, disability, protected veteran status, or other protected category except where a reasonable, bona fide occupational qualification exists.

PERSONAL INFORMATION					
*** PLEASE TYPE OR PRINT IN INK ***				Today's Date	
Name			Last 4 Digits of Social Security Number		
Home Address			How long at current address?		
City		County		State	Zip Code
Primary Telephone ()	Alternate Telephone ()	Email Address		Willing to work overtime? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Position for which you are applying			What is your minimum salary requirement?	Willing to travel? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Check the following options you would consider <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Temporary <input type="checkbox"/> Rotating Shift			<input type="checkbox"/> Fixed second or third shift	If part time, specify hours or days available.	Willing to relocate? <input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have any commitments to another employer that might affect your employment with us? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain:				Date available for work	
EDUCATION & TRAINING					
	SCHOOL NAME	STATE	DEGREE/DIPLOMA MAJOR COURSE OF STUDY		DEGREE RECEIVED?
High School/GED					<input type="checkbox"/> Yes <input type="checkbox"/> No
Trade School					<input type="checkbox"/> Yes <input type="checkbox"/> No
College					<input type="checkbox"/> Yes <input type="checkbox"/> No
Graduate/PhD					<input type="checkbox"/> Yes <input type="checkbox"/> No
List any other education, training, special skills or certifications/licenses that you possess related to the job.					
Professional License/Certification	Professional License/Certification #	Issuing Agency		State Issued:	Expiration Date:
List any machines, equipment or software programs on which you are qualified and experienced in operating.					
List any languages that you speak fluently			List any languages that you read/write fluently		
If you are applying for a position which involves driving a motor vehicle in the course and scope of the employment duties, please indicate whether you have a valid driver's license in this state.					<input type="checkbox"/> Yes <input type="checkbox"/> No

GENERAL INFORMATION	
Are you authorized to work in the United States for any employer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will you now or in the future, require sponsorship for an immigration related employment benefit?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you 16 years old or over? <input type="checkbox"/> Yes <input type="checkbox"/> No If under 18, state age. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were you previously employed by Ideal? If yes, give dates. From: (month/year) To: (month/year)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Can you perform the essential functions of the job?	<input type="checkbox"/> Yes <input type="checkbox"/> No
List any relatives working for Ideal or a competitor company.	

EMPLOYMENT HISTORY		List all work experience beginning with the present or most recent job. Use back of application, if necessary.	
MOST RECENT JOB HELD	Name of Employer	Type of Business	
	Address	City	State Zip Code
	Dates Employed From (month/year) – To (month/year)	Title	
	Name and Title of Supervisor	Telephone Number ()	
	May We Contact? <input type="checkbox"/> Yes <input type="checkbox"/> No	Type of Employment <input type="checkbox"/> Part Time <input type="checkbox"/> Full Time	
	Brief Description of Duties		
	Reason for Leaving		

PREVIOUS EMPLOYMENT	Name of Employer	Type of Business	
	Address	City	State Zip Code
	Dates Employed From (month/year) – To (month/year)	Title	
	Name and Title of Supervisor	Telephone Number ()	
	May We Contact? <input type="checkbox"/> Yes <input type="checkbox"/> No	Type of Employment <input type="checkbox"/> Part Time <input type="checkbox"/> Full Time	
	Brief Description of Duties		
	Reason for Leaving		

PREVIOUS EMPLOYMENT	Name of Employer	Type of Business	
	Address	City	State Zip Code
	Dates Employed From (month/year) – To (month/year)	Title	
	Name and Title of Supervisor	Telephone Number ()	
	May We Contact? <input type="checkbox"/> Yes <input type="checkbox"/> No	Type of Employment <input type="checkbox"/> Part Time <input type="checkbox"/> Full Time	
	Brief Description of Duties		
	Reason for Leaving		

BUSINESS REFERENCES List three individuals, in addition to listed employment references, known to you for at least three years.

NAME	OCCUPATION/ASSOCIATION	TELEPHONE
1.		
2.		
3.		

ADDITIONAL INFORMATION

Please include any other information you think would be helpful to us in considering you for employment, such as additional work experience, articles/books published, professional and community offices held, honors received, positions of leadership held, apprenticeships served, etc. You may omit all information that would indicate age, sex, sexual orientation, race, religion, color, national origin, or disability.

CRIMINAL RECORD INFORMATION

Instructions for answering the next two questions below:

A. All Applicants:
Do not include convictions that were sealed, eradicated, erased, annulled by a court, expunged, pardoned, or deferred and withdrawn.

B. District of Columbia Applicants:
Do not respond to the second question (regarding pending charges).

C. California Applicants:
Do not answer question No. 2 below. For question No. 1, do not include: a misdemeanor conviction for possession or transportation of a small amount of marijuana (28.5 grams or less) if the conviction is more than two (2) years old; participation in any pretrial or post trial diversion program for drug or alcohol rehabilitation; any conviction that has been judicially dismissed or sealed or a misdemeanor conviction for which probation was successfully completed or otherwise discharged and the case was judicially dismissed.

D. Colorado Applicants:
Exclude information involving any record of civil or military disobedience unless such matters resulted in a plea of guilty or a conviction by a court of competent jurisdiction.

E. Connecticut Applicants:
You are not required to disclose the existence of any arrest, criminal charge, or conviction, the records of which have been erased. Criminal records subject to erasure are: records pertaining to a finding of delinquency or the fact that a child was a member of a family with service needs; an adjudication as a youthful offender; a criminal charge that has been dismissed or nulled (not prosecuted); a criminal charge for which the person was found not guilty; or a conviction for which the offender received an absolute pardon. Any person whose criminal records have been erased is deemed to have never been arrested within the meaning of the law as it applies to the particular proceedings that have been erased, and may so swear under oath.

F. Hawaii, Illinois, Massachusetts, Minnesota, New Jersey, Oregon, and Rhode Island Applicants:
Do not answer the two questions listed below.

G. Michigan Applicants:
Regarding pending charges, limit your response to felony offenses.

H. Utah Applicants:
Regarding convictions, limit your response to felony convictions. Do not respond to the second question (regarding pending charges).

1. Convictions/Pleas. In the past ten (10) years, have you ever been convicted of, or pled guilty or no contest to, any criminal offense other than any applicable exceptions listed above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Pending Charges. Have you been arrested for any matters for which you are now out on bail or on your own recognizance pending trial?	<input type="checkbox"/> Yes <input type="checkbox"/> No

CRIMINAL RECORDS:
If you answered Yes to either of the above two questions, please provide the date(s) and describe that criminal record so the individual circumstances can be considered.
Criminal convictions or arrests will not automatically disqualify an applicant from employment.

AGREEMENT (Please read the following statement carefully.)

I hereby affirm that the information provided on this application (and accompanying resume, if any) is true and complete to the best of my knowledge. I also agree that falsification or significant omission of information requested in this application or in the application process may disqualify me from further consideration for employment and may be considered justification for dismissal if discovered at a later date.

I authorize all persons listed above, and on the accompanying resume if any, to give Ideal any and all information concerning my previous employment and education and any pertinent information they may have, personal or otherwise, and release all parties, such persons and Ideal, from liability for any damage that may result from furnishing same to Ideal.

I understand that Ideal will provide workers' compensation insurance coverage for its employees. In the event of an injury in the workplace, I agree that my sole remedy lies in coverage under Ideal's workers' compensation insurance policy.

If employed by Ideal, I agree to abide by the policies and procedures of Ideal. I further understand that my employment can be terminated, with or without cause or notice, at any time, at the discretion of Ideal or myself. I further understand that no manager or representative of Ideal other than an Officer of Ideal Corporation has any authority to enter into any agreement, oral or written, on behalf of Ideal for a term of employment or to make any assurance or promise of continued employment.

I understand that Ideal may obtain a consumer and/or investigative consumer report for employment purposes that may include information regarding prior employment, work experience and performance, reasons for employment termination, and information as to character, general reputation, personal characteristics, or mode of living. The report may also contain a records check of driving, criminal, credit, education, degrees, professional licenses and/or investigative consumer report by Ideal as part of the pre-employment background investigation and if hired, at any time during my employment. California Applicants: I further understand Ideal may obtain Public Records about me as part of an internal background investigation and that I may waive my right to receive a copy of such Public Records by checking this box:

UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND, AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT, OR CONTINUED EMPLOYMENT, THAT AN INDIVIDUAL SUBMIT TO OR TAKE A LIE DETECTOR OR SIMILAR TEST. AN EMPLOYER WHO VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100.

I understand and agree that, subject to applicable law, I may be required to take a substance abuse screening test. I hereby give my voluntary consent for a saliva, hair, blood and/or urine sample to be collected from me and submitted for testing. I also consent to the release of the test results to Ideal. I understand that any positive result may preclude my employment. I understand that a medical examination may be required of me depending upon the physical requirements of the position.

By signing this application I agree that any lawsuit arising out of my employment with, or my application for, employment with the Company must be filed within six months after the date of the employment action that is the subject of the lawsuit, or if there is a limitations period provided by law that is less than six months, the shorter time frame shall apply. However, this shortened statute of limitations does not apply to federal employment discrimination lawsuits and claims under Title VII, the ADAAA, the EPA, the ADEA, and GINA, as well as any charges filed with any state or local Fair Employment Practice Agency (FEPA) whose charges could be dual filed with EEOC, as they are exempt from any limitation period that may be referenced anywhere else within this document.

SIGN AND DATE THE FORM

Applicant's Signature

Print Applicant's Full Name

Date Signed

A large green square graphic with a white interior, positioned on the left side of the page. The text is centered within the square.

EXHIBIT J
CORPORATION CERTIFICATE
OF AUTHORITY

EXHIBIT J

CORPORATION CERTIFICATE OF AUTHORITY

I, _____, Corporate Secretary of
(name of corporate secretary)

_____, a _____
(complete name of corporation) (state of incorporation)

_____ corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(non-profit or for profit)
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on _____, and that the same is now in full force and effect:
(date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal of otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____ is Chairman
_____ is President,
_____ is/are Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 2021.
CORPORATE SEAL
(if any)

Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON

AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

PARTNERSHIP
CERTIFICATE OF AUTHORITY

I, _____, A General Partner in _____,
(name of general partner)

a _____ County, _____ Partnership ("the Partnership")
(county of registration) (state in which county lies)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to
a Partnership Agreement dated _____, and that the following is a true and
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on _____
and that the same is now in full force and effect:

"RESOLVED, that each General Partner is authorized to execute and deliver, in the name and
on behalf of the Partnership, any agreement or other instrument or document ('Contract') in
connection with any matter or transaction that shall have been duly approved; and the execution
and delivery of any Contract by a general partner shall be conclusive evidence of such
approval."

FURTHER, I CERTIFY that the following persons are General Partners:

_____	_____
_____	_____
_____	_____
_____	_____

FURTHER, I CERTIFY that any of the aforementioned General Partners of the Partnership
are authorized to execute and commit the Partnership to the conditions, obligations, stipulations and
undertakings contained in the foregoing Contract between the City and the above-referenced
partnership that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 2021.

CORPPORATE SEAL
(if any)

General Partner

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR
PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON
AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE
PARTNERSHIP.**

UNINCORPORATED ASSOCIATION
CERTIFICATE OF AUTHORITY

I, _____, Secretary of _____,
(name of association secretary)

an unincorporated association (the "Association"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on _____, and that the same is now in full
(date of meeting)

Force and effect:

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of an on behalf of the Association and under its Association seal or otherwise, any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____ is Chairman
_____ is President,
_____ is/are Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers of the Association are authorized to execute or guarantee and commit the Association to the conditions, obligations, stipulations, and undertakings contained in the foregoing Contract between the City and the above-referenced Association and that all necessary Association approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 2021.
CORPORATE SEAL
(if any)

Association Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR ASSOCIATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE ASSOCIATION.

A large green square graphic with a white interior, positioned on the left side of the page. The text is centered within this square.

EXHIBIT K
DEBARMENT SUSPENSION
AFFIDAVIT

EXHIBIT K

DEBARMENT SUSPENSION AFFIDAVIT

STATE OF Michigan)

) ss

COUNTY OF Wayne)

I, Nicholas Luxon, being first duly sworn deposes and says as follows:

1. That I am

Sr. Vice President of Construction,

(owner, partner, officer, representative, or agent)

of Ideal Contracting L.L.C., the respondent that has submitted the attached proposal.

2. That I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
3. That statements in this affidavit apply to bidder's parent, subsidiaries, affiliates, joint venture partner and any person who owns ten (10%) percent or more of the bidder.
4. That the bidder has not been determined to not be responsible by any agency requesting bids or qualifications for a project.
5. That the bidder has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding or contracting.
6. That no government or other public agency has requested or required enforcement of any of its rights under a surety agreement on the basis of the bidder's default or in lieu of declaring bidder in default.

7. That there are no proceedings pending relating to bidder's responsibility, debarment, suspension, voluntarily exclusion or qualifications to receive a public contract.
8. That bidder is not the subject of any pending investigation by any grand jury, commission, committee or other entity or agency or authority of any state or the federal government in connection with the commission of a crime.
9. That within the past five (5) years, bidder has not refused to testify or to answer any question concerning a bid or contract with any federal, state or local governmental entity, any public authority or other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath.
10. That bidder has not within the three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.
11. That, if during the term of any contract with Ideal Contracting, bidder determines that any statement in this affidavit is untrue, bidder will promptly disclose in writing and in detail to Nicholas Luxon the facts which cause the statement(s) in this affidavit to be untrue.
12. That if for any reason the affiant cannot truthfully execute this affidavit, bidder will attach to this affidavit a detailed explanation of the reasons for its inability to truthfully execute this affidavit.

Further the affiant saith not.

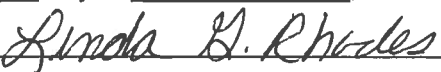
[COMPANY]

By: 

Its: Sr. Vice President of Construction

Subscribed and sworn to before me this

18th day of February, 2021.



Notary Public, County of Wayne

State of Michigan

My Commission Expires: 10-05-2026

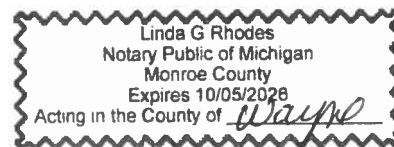




EXHIBIT L
FINANCIAL STATEMENT
AFFIDAVIT

EXHIBIT L
FINANCIAL STATEMENTS AFFIDAVIT

Were the financial statements required by and submitted to the surety company that will provide payment and performance bonds for this project solely the financial statements of the Respondent, or were such financial statements inclusive of or supplemented by the financial statements or assets of a parent company, subsidiary company, affiliated company or other guarantor or indemnitor? The Affidavit below is to be submitted in response to this question.

AFFIDAVIT

I, Nicholas Luxon, the duly authorized representative of Ideal Contracting L.L.C., being duly sworn, hereby certify and affirm that the repayment of funds paid on claims on the payment and performance bonds issued for the State Fair New Transit Center Project (the "Project") is secured solely by the assets of Ideal Contracting L.L.C.

If the financial statements submitted to the company's surety company for the Project were inclusive of or supplemented by other companies, guarantors or indemnitors, please list below the name(s) and address(es) of such other company (ies), guarantor(s) or indemnitor(s).

1. _____

2. _____

3. _____

4. _____

Further, the affiant deposes and saith not.

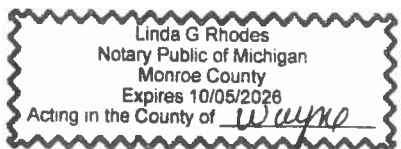
[COMPANY]

By: *Nicholas Luxon*

Its: Sr. Vice President of Construction

STATE OF MICHIGAN)
) SS.
COUNTY OF Monroe)

The foregoing instrument was acknowledged before me this 18 day of February, 2021, by Nicholas Luxon, the Sr. Vice President of Construction of Ideal Contracting L.L.c. on behalf of said corporation.



Linda G. Rhodes, Notary Public
Monroe County, Michigan
My Commission Expires: 10-05-2026

A large green square graphic with a white interior, positioned on the left side of the page. The text is centered within the square and extends slightly to the right.

EXHIBIT M
AFFIDAVIT DISCLOSURE
OF INTERESTS

EXHIBIT M

AFFIDAVIT OF DISCLOSURE OF INTERESTS BY CONTRACTORS AND VENDORS

Instructions. This disclosure affidavit fulfills requirements of Section 2-106.2 and Section 4-122 of the 2012 Detroit City Charter and Section 2-6-34 of the 1984 Detroit City Code. Please complete all applicable sections by typing or legibly printing. Where a section does not apply, please check the appropriate box and skip to the next section. If necessary, provide additional information on page 4 or attach additional documents to this disclosure affidavit. This disclosure affidavit must be signed and notarized **and filed with the City of Detroit Board of Ethics, Coleman A. Young Municipal Center, 2 Woodward Ave, Detroit, MI 48226** (City Code § 2-6-34(b)).

Note: "Immediate family member" of a person is that person's spouse, domestic partner, an individual living in the person's household, or an individual claimed as a dependent or spouse's dependent under the Internal Revenue Code. (City Charter § 2-105.A.20; City Code § 2-6-3)

Section 1 - Identity of Contractor/Vendor (City Charter § 2-106.2.2; City Code § 2-6-34)

Provide the complete name of the individual, company or other entity or organization making this disclosure:

Name Ideal Contracting L.L.C.

Street address 2525 Clark St.

City Detroit State MI Zip code 48209

Telephone 313.843.8000 Fax _____ Email info@idealcontracting.com

If the filer is a business entity, print the name, title, and contact information of the authorized individual signing for the business entity:

Name Nicholas Luxon Title Sr. Vice President of Construction

Telephone 313.843.8000 Fax 313-843-0154 Email nluxon@idealcontracting.com

Section 2 - Financial Interests in Matters Pending Before City (City Charter § 2-106.2.2; City Code § 2-6-34(a)(1), (2))

The above named contractor or vendor or an immediate family member thereof

has *(if checked, complete rest of section below)*

does not have *(if checked, skip to next section)*
a financial interest, direct or indirect, in the following matters that are pending before the
Detroit City Council or the following office, department or agency of the City _____

Matter _____

Interested Party (if an immediate family member, please provide an address and phone number
and the nature of the relationship to the filer): Name _____

Street Address _____

City _____ State _____ Zip code _____

Telephone _____ Relationship _____

Nature of financial interest _____

Estimated value of the financial interest _____

Section 3 - Interests in Property Subject to Decision by City (City Code § 2-6-34(a)(3))

The above named contractor or vendor or an immediate family member thereof

has *(if checked, complete rest of section below)*

does not have *(if checked, skip to next section)*

an interest in real or personal property that is subject to a decision by the City regarding the
purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement,
or a development agreement.

Interested Party (if an immediate family member, please provide an address and phone number
and the nature of the relationship to the filer): Name _____

Street Address _____

City _____ State _____ Zip code _____

Telephone _____ Relationship _____

Description of real or personal property _____

Nature of interest _____

Estimated value of the interest _____

Section 4 – Political/Campaign Contributions and Expenditures (City Charter § 4-122; City Code § 2-6-34(a)(4))

- The Statement of Political Contributions and Expenditures required by City Charter § 4-122, ¶ 2, is attached as an exhibit to this disclosure affidavit, and is current and accurate as of the date stated therein.

The above named contractor or vendor

- is *(if checked, attach most recent report to this disclosure)*
- is not *(if checked, skip to next section)*

required to file reports of campaign contributions and expenditures in accordance with other applicable law.

Section 5 - Immediate Family Members Employed by or Seeking Employment with City (City Code § 2-6-34(a)(5))

Please identify any immediate family member who is employed by or making application for employment with the City of Detroit.

If none, check here and skip to next section; otherwise, complete rest of section below:

Name _____

Street address _____

City _____ State _____ Zip code _____

Phone _____

Nature of relationship to filer _____

Department/agency employed by or seeking employment with _____

Position held or sought _____

Section 6 - Persons with Financial Interest in Contractor's/Vendor's Matters Pending Before City (City Code § 2-6-34(a)(6), (7))

Please identify all persons or entities having a financial interest, direct or indirect, in any matter the contractor or vendor has pending before the Detroit City Council or before any office, department or agency of the City. Complete on additional page(s), if necessary.

If none, check here and skip to next section; otherwise, complete rest of section below

Name _____

Street Address _____

City _____ State _____ Zip code _____

Contract or matter in which the person or entity named has an interest

The above contract or matter is pending before the Detroit City Council or the following office, department or agency of the City _____

Nature of financial interest _____

Estimated value of the financial interest _____

Section 7 - Affirmation of Accuracy of Disclosure (City Charter § 2-106.2.3; City Code § 2-6-34(b))

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name:  _____

Print name: Nicholas Luxon _____

Sworn and subscribed to before me on 18 February _____, 2021

[by Nicholas Luxon _____, the Sr. Vice President of Construction _____

[name]

[title]

of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor].

Sign: Linda G. Rhodes

Acting in Wayne County

Print: Linda Rhodes

My Commission Expires:

Notary Public, Wayne County,
Michigan,

10-05-2026

Notary Seal (if desired)

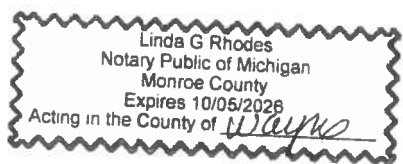


EXHIBIT C

Payment Bond, Guaranty and Warranty Requirements

The Contractor shall be required to provide a Performance and Payment Bond for 100% of the not-to-exceed value of this Agreement.

Fully executed original copies of the Performance and Payment Bond in the form acceptable to the Authority must be received by the DBA prior to the performance of the Services.

The cost of the bond is included in the not-to-exceed amount of this Agreement.

The Contractor shall warranty the performed Services for a period of one year from the time of the provision of the Service and shall resolve all issues or repairs to the satisfaction of the Authority. The warranty period for any performed Service that fails due to Workmanship or the fault of the Contractor shall continue for a period of one year after the last required repair made during the initial warranty period.