



**GENESEE COUNTY**  
— M I C H I G A N —

**Genesee County**  
**Public Works Committee**  
**Agenda**

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**Wednesday, June 11, 2025**

**5:30 PM**

**Harris Auditorium, 1101 Beach St.**

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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. APPROVAL OF MINUTES**

[RES-2025-1859](#) Approval of Meeting Minutes - May 21, 2025

**IV. PUBLIC COMMENT TO COMMITTEE**

**V. COMMUNICATIONS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. [RES-2025-1581](#) Approval of an agreement between Genesee County and Preferred Data Systems, in an amount not to exceed \$57,475.63, to provide for annual software license renewals for email security and archiving; the cost for this agreement will be paid from the accounts listed
2. [RES-2025-1774](#) Approval of a purchase order to WW Williams for the fiscal year ending 2025, in an amount not to exceed \$20,000.00, to provide generator maintenance at various county facilities; the cost of this purchase order will be paid from the accounts listed
3. [RES-2025-1802](#) Approval of a request by Genesee Parks and Recreation Commission to accept a grant from Mary Elizabeth Adams Manley Beautification Fund through Community Foundation of Greater Flint in the amount of \$12,000.00

4.     [RES-2025-1852](#) Approval of an agreement between Genesee County and Hobbs + Black Architects, in an amount not to exceed \$150,000.00, to perform a space study for several county departments; the cost of this agreement will be paid from the account listed

**VIII.   OTHER BUSINESS**

**IX.     ADJOURNMENT**



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1859

**Agenda Date:** 6/11/2025

**Agenda #:**

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Approval of Meeting Minutes - May 21, 2025



# GENESEE COUNTY

## M I C H I G A N

### Genesee County Public Works Committee Meeting Minutes

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Wednesday, May 21, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

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#### I. CALL TO ORDER

Commissioner Flewelling called the meeting to order at 6:26 PM.

#### II. ROLL CALL

**Present:** Brian K. Flewelling, James Avery, Beverly Brown, Delrico J. Loyd and Shaun Shumaker

#### III. APPROVAL OF MINUTES

[RES-2025-1793](#) Approval of Meeting Minutes - May 7, 2025

**RESULT:** APPROVED

**MOVER:** Delrico J. Loyd

**SECONDER:** Beverly Brown

**Aye:** Chairperson Flewelling, Vice Chair Avery, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker

#### IV. PUBLIC COMMENT TO COMMITTEE

#### V. COMMUNICATIONS

#### VI. OLD BUSINESS

#### VII. NEW BUSINESS

1. [RES-2025-1735](#) Approval of an agreement between Genesee County and Zoho Corporation, in an amount not to exceed \$38,961.00, to provide for monitoring and support of computers and networks; the cost of this agreement will be paid from the accounts listed

**RESULT:** REFERRED

**MOVER:** Beverly Brown

**SECONDER:** James Avery

**Aye:** Chairperson Flewelling, Vice Chair Avery,  
Commissioner Brown, Commissioner Loyd and  
Commissioner Shumaker

2. [RES-2025-1772](#) Approval of an agreement between Genesee County and Advanced Construction Group, Inc., in an amount not to exceed \$389,728.40, to provide for the installation of safety vents at the Genesee County Jail; the cost of this agreement will be paid from account 1010-309.00-975.001

**RESULT:** REFERRED

**MOVER:** Delrico J. Loyd

**SECONDER:** Beverly Brown

**Aye:** Chairperson Flewelling, Vice Chair Avery,  
Commissioner Brown, Commissioner Loyd and  
Commissioner Shumaker

3. [RES-2025-1773](#) Approval of an agreement between Genesee County and Corrigan Construction, in an amount not to exceed \$1,878,705.00, to provide for the construction of safety guardrails inside Genesee County's Jail; the cost of this agreement will be paid from the accounts listed

**RESULT:** REFERRED

**MOVER:** Beverly Brown

**SECONDER:** James Avery

**Aye:** Chairperson Flewelling, Vice Chair Avery,  
Commissioner Brown, Commissioner Loyd and  
Commissioner Shumaker

#### VIII. OTHER BUSINESS

#### IX. ADJOURNMENT

The meeting was adjourned at 6:39 PM.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1581

**Agenda Date:** 6/11/2025

**Agenda #:** 1.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Michael Dawisha, CIO

**RE:** Approval of an agreement between Genesee County and Preferred Data Systems, in an amount not to exceed \$57,475.63, to provide for annual software license renewals for email security and archiving; the cost for this agreement will be paid from the accounts listed

### **BOARD ACTION REQUESTED:**

Approval to enter into an agreement with Preferred Data Systems for the annual renewal of the Barracuda Spam and Archive service.

### **BACKGROUND:**

Genesee County utilizes Barracuda Networks for email security and archiving services. This service scans and blocks infected files, malicious email, scams, spam, and other sources of security compromise. In addition, the service archives all emails sent or received by the County for compliance purposes. Barracuda has a large campus in Ann Arbor and employs Michigan workers.

### **DISCUSSION:**

The IT department sought multiple quotes for the annual software license renewal and has selected the vendor that provides the best value and lowest cost to the County. This is the annual renewal for email security and archiving. IT requests approval to purchase this annual renewal.

### **IMPACT ON HUMAN RESOURCES:**

There is no impact on Human Resources.

### **IMPACT ON BUDGET:**

The cost of one year agreement would be \$57,475.63. FY25 1010-228.01-933.001 = \$19,683.43; FY26 1010-000.00-123.000 = \$37,792.20.

### **IMPACT ON FACILITIES:**

There is no impact on Facilities.

### **IMPACT ON TECHNOLOGY:**

Approved software and services by IT.

### **CONFORMITY TO COUNTY PRIORITIES:**

Conforms to Healthy, Livable & Safe Communities, the Barracuda Spam and Archive Service

enhances the County's digital safety by protecting critical communication systems - such as email - from spam, phishing, and data breaches. This proactive approach strengthens cybersecurity, ensuring reliable and secure information flow, which supports the overall resilience and safety of the community.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Chief Information Officer to authorize entering into an agreement between Genesee County and Preferred Data Systems, whereby Preferred Data Systems will provide the annual software licenses for Barracuda spam and Archive services at a total cost not to exceed \$57,475.63 to be paid from accounts FY25-1010-228.01-933.01 (\$19,683.43) and FY26-1010-000.00 -123.00 (\$37,792.20), is approved (a copy of the memorandum request and supporting documents being on file with the official records of the May 21, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of the this Board is authorized to execute the agreement, as necessary, on behalf of the Genesee County.





# **Barracuda Email Protection Renewal Quote**

Prepared for

**Jim Pyle**

**County of Genesee**

By Dan Johnston

Preferred Data Systems

PDS Quote # 1677 v2

03/28/2025

Valid Until 05/28/2025



**Preferred Data Systems**  
38505 Country Club Drive Suite 215  
Farmington Hills, MI 48331  
United States  
  
T: 9472071493

Quote #	1677 v2
Date	03/28/2025
Expires	05/28/2025
Contact	Dan Johnston

**Prepared for**

County of Genesee  
Jim Pyle  
1101 Beach St. Floor 3  
Flint, MI 48502-1428  
United States

T: (810) 257-3054  
E: JPyle@geneseecountymi.gov

**Ship to**

County of Genesee  
Jim Pyle  
1101 Beach St. Floor 3 48502-1428  
United States

T: (810) 257-3054  
E: JPyle@geneseecountymi.gov

ACCEPT QUOTE

# Barracuda Email Protection Renewal Quote

## One-Time Fees

Item	Qty	Price	Total
<b>Barracuda Essentials - Compliance Edition Subscription</b>	1250	\$45.9805	\$57,475.63
<ul style="list-style-type: none"><li>1-Year Subscription, Per User</li><li>29-May-2025 - 28-May-2026</li><li>SN# 1354060</li><li>Cloud-based protection against:<ul style="list-style-type: none"><li>Spam</li><li>Email-borne viruses (inbound and outbound)</li><li>Email-based malware - Phishing emails</li><li>Undelivered emails</li><li>Unsecured emails</li><li>Denial-of-Service attacks</li><li>Advanced Threat Protection using full system emulation sandbox</li><li>Agentless email encryption</li><li>Link and URL protection against typosquatting</li></ul></li><li>Archiving:<ul style="list-style-type: none"><li>Archive directly from Microsoft Exchange to cloud-based archive</li><li>PST management for legacy email</li><li>Granular retention policies</li><li>Full text search with multiple operators</li><li>Legal hold</li></ul></li></ul>			

Please contact us if you have any questions.

Total One-Time	\$57,475.63 USD
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ACCEPT QUOTE

## Cost Breakdown

Category	One-Time Fees
Misc. Software	\$57,475.63
<b>Total</b>	<b>\$57,475.63 USD</b>



## Preferred Data Systems

### Terms and Conditions

#### Master Services Agreement

This Master Services Agreement (the "Agreement") is made and entered into as of the Date this quote is accepted by and between Preferred Data Systems, a Michigan corporation with an office located at 38505 Country Club Drive, Suite 215, Farmington Hills, MI 48331 ("PDS") and Client as indicated on the above quote.

Client and PDS are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

#### 1. GENERAL

- 1.1. **Agreement Structure.** This Agreement contains general contractual terms for all Services. The specific Services, applicable pricing and payment terms, service level agreement, if any, and other transaction-specific provisions will be agreed upon through Scopes of Work to this Agreement (each a "Scope of Work" or "SOW"). Each SOW shall be signed by both Parties and will be deemed to incorporate all of the provisions of this Agreement by reference.
- 1.2. **Order of Precedence.** In the event of any inconsistencies between the terms of this Agreement and the terms of any Scope of Work, the terms of this Agreement shall control. The Parties may specify in the applicable SOW that a particular provision of the SOW is to supersede a provision of this Agreement, in which case the superseding SOW provisions shall be applicable only to such SOW and shall be effective for such SOW only if such provision expressly references the applicable Section of this Agreement that is to be modified and clearly states that such provision supersedes the conflicting or inconsistent provision in this Agreement.

#### 2. PRODUCTS AND SERVICES

- 2.1. **Scope of Services.** Subject to the terms and conditions in this Agreement and the applicable SOW, PDS will use commercially reasonable efforts to perform the Services described in the applicable Scopes of Work.
- 2.2. **Designated Contact Persons.** Each Party shall designate an individual who will be a primary point of contact for that Party and will have the authority to act and make decisions for that Party in all aspects of the Services, including PCRs. Client shall make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by PDS. Either Party may change its designated contact person by notice to the other Party.
- 2.3. **Changes.** In the event Client wishes to add additional programs, applications or data sources, systems servers, network devices of any kind, requests an expansion in the scope of the Services, then Client shall present its request for such alterations of its network to PDS for scoping. No alterations will be permitted under this Agreement without a signed Project Change Request ("PCR").
- 2.4. **Resale of Products.** The sale of Products (as defined in Exhibit A) is governed by the terms and conditions in Exhibit A.

#### 3. Agreement Term

- 3.1. **Term.** This Agreement shall commence on the Effective Date and remain in effect until terminated by either party as provided in this Section 3. The term of each SOW shall be as specified in that Scope of Work.
- 3.2. **Termination for Cause.** This Agreement and any SOW may be terminated by either Party if the other Party:
- 3.2.1. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
- 3.2.2. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- 3.2.3. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- 3.3. **Termination for Convenience.** Either Party may terminate this Agreement for convenience at any time upon written notice to the other Party. If there are any active Scopes of Work, termination shall be effective upon the expiration or termination of the last Scope of Work. If there are no active Scopes of Work, termination shall be effective upon receipt of the written notice. The above notwithstanding, Client agrees that PDS reserves the right to cancel this agreement at any time, with thirty (30) days written notice.
- 3.4. **Effect of Termination.** If either party terminates this Agreement or a SOW, PDS will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay PDS the actual costs of rendering such assistance. Actual costs could include but are not limited to: any outstanding balance remaining on hardware, software, and services implemented by PDS and rolled into the monthly fee; training, data transfer, license transfers or equipment de-installation.
- 3.5. **Survival.** Those provisions that by their nature should survive termination of this Agreement, will survive termination.

#### 4. FEES AND PAYMENT TERMS

- 4.1. **Charges.** Client shall pay to PDS all charges for Services, hardware or at the rates and charges set forth on the applicable SOW or Client quotation.
- 4.2. **Reimbursable Expenses.** Except as may otherwise be stated in the applicable SOW, Client agrees to reimburse PDS all reasonable and customary out-of-pocket expenses, including, but not limited to, airfare, rental car, mileage, tolls, and lodging expenses, incurred by PDS in connection with the performance of services. Meal expenses shall be billed at PDS's then-current per-diem amount. Reimbursable expenses shall be invoiced monthly.
- 4.3. **Invoices.** All invoices shall be due and payable within fifteen (15) days after the invoice date. Client agrees to pay a late payment charge at the rate of one and one-half percent (1.5%) per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or portion thereof) that any payment is thirty (30) days past due. PDS may apply any payment received to any delinquent amount outstanding. Client is responsible for all collection costs, including reasonable attorneys' fees, in the event collections action becomes necessary. If Client pays by credit card, a 3% transaction fee will be added to the invoice amount.

4.4. **Taxes.** It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to PDS for the state of use.

## 5. OTHER CLIENT RESPONSIBILITIES

5.1. **Acceptable Use.** Client is responsible for all acts and omissions of its Users in connection with receipt or use of the Services. “User” means any entity or individual that receives or uses the Services, or the results or products of the Services, through Client. Client agrees, and will ensure its Users agree, to act responsibly and not use the PDS Services for any illegal or unauthorized purpose including, but not limited to, hacking, phishing, spamming, identity theft, financial fraud, e-mail spoofing, virus distribution, network attacks, pirating software, harassment, using copyrighted text, sharing illegal software, and unauthorized use of images. PDS has the right to investigate potential violations of this Section. If PDS determines that a breach has occurred, then PDS may, in its sole discretion: (a) restrict Client’s and Users’ access to the Services; (b) remove or require removal of any offending Content; (c) terminate this Agreement for cause; and/or (d) exercise other rights and remedies, at law or in equity. Except in an emergency or as may otherwise be required by law, before undertaking the actions in this Section, PDS will attempt to notify Client by any reasonably practical means under the circumstances, such as, without limitation, by telephone or e-mail. Client will promptly notify PDS of any event or circumstance related to this Agreement, Client’s or any User’s use of the Services, or Content of which Client becomes aware, that could lead to a claim or demand against PDS, and Client will provide all relevant information relating to such event or circumstance to PDS at PDS’s request. PDS agrees to allow Client complete and unrestricted access at all times to Client’s software applications, devices, equipment, hardware, and all Services-related license files so that Client can audit its Users’ compliance with the terms of this Agreement.

5.2. **Content.** Client is solely responsible for: (a) all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support; (b) all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Content; (c) the selection of controls on the access and use of Content; and (d) the selection, management and use of any public and private keys and digital certificates it may use with the Services. “Content” means information, software, Client Data and other data including, without limitation, HTML files, scripts, programs, recordings, sound, music, graphics, and images that Client or any of its Users create, install, upload or transfer to PDS. “Client Data” means all data and information about Client’s business(es), Client’s employees, operations, facilities, products, markets, assets or finances that PDS obtains, creates, generates, collects or processes in connection with its performance of Services.

5.3. **Required Consents.** Client shall obtain and keep in effect all Required Consents necessary for PDS to perform all of its obligations as set forth in this Agreement. “Required Consents” means any consents, licenses, or approvals required to give PDS, or any person or entity acting for PDS under this Agreement, the right or license to access, use and/or modify in electronic form and in other forms, including, without limitation, derivative works, the Client Components and Content, without infringing the ownership or intellectual property rights of the providers, PDS, or owners of such Client Components and Content. Upon request, Client will provide to PDS evidence of any Required Consent. PDS will be relieved of its obligations to the extent that they are affected by Client’s failure to promptly obtain and provide to PDS any Required Consents. PDS will adhere to reasonable terms and conditions pertaining to Content as notified in writing to PDS. PDS agrees not to remove or alter any copyright or other proprietary notice on or in any Content without Client’s consent.

5.4. **Software.** All software in Client’s environment must be properly licensed in order for PDS to perform the Services required under this Agreement. Client grants PDS, at no charge, the right to use any Client-owned or developed application software systems required by PDS to provide the Services specified in any SOW to Client.

5.5. **Capacity Planning.** Client is solely responsible for determining whether the Services meet Client’s capacity, performance, or scalability needs. Client is responsible for planning for and requesting changes to the Services.

5.6. **Client Components.** Client is solely responsible for the selection, operation and maintenance of all Client Components. “Client Components” means the hardware, software, other products, including, without limitation, those specified in a SOW as being provided by Client.

5.7. **Security.** Unless Client contracts with PDS under an applicable SOW to provide the services in this Section 5.7, Client shall (a) use reasonable security precautions in connection with its use of the Services, i.e., maintain up-to-date virus scanning and operating system security patches and firewall protection; (b) require each User to use reasonable security precautions, i.e., maintain up-to-date virus scanning and operating system security patches and firewall protection. In addition, Client shall not take any action or install any software that may preclude or impair PDS’s ability to access or administer its network or provide the Services.

5.8. **Encryption.** Client shall encrypt at the application level Confidential Information, Client Data, and all data that is considered sensitive data or that must be treated as confidential under state or federal law or under Client’s contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver’s license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

## 6. Confidential Information

6.1. **Definitions; Restrictions on Use; Non-Disclosure.** Recipient agrees that it will use the same care and discretion to avoid Disclosure of any Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). “Confidential Information” means any non-public information furnished by Discloser to Recipient (both defined herein) during the term of this Agreement, including, without limitation, pricing, processes, financial data, statistics, software, systems or equipment, programs, research, strategic plans, operating data, or related information of each of the parties and/or its or their Clients and suppliers, concerning business activities of said entities. This Agreement is the Confidential Information of PDS. All other Confidential Information must be clearly designated as “Confidential.” Information provided orally will be considered confidential only if a written memorandum of such information clearly designated as marked “Confidential” is delivered to Recipient within thirty (30) days of the Disclosure. As to any particular Confidential Information, “Discloser” means the Party disclosing the Confidential Information and the “Recipient” means the Party receiving the Confidential Information. Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient agrees that it will not: (a) use the Confidential Information of Discloser for any purpose other than the purpose for which Discloser disclosed the information; or (b) disclose or reveal Confidential Information of Discloser to any person or entity other than its employees, directors, officers, agents and consultants who (i) have a need to know to further the purpose of this Agreement; and (ii) are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Agreement.

6.2. **Exceptions.** The obligations set forth in Section 5.1 shall not apply to Confidential Information that: (a) before the time of its Disclosure was already in the lawful possession of the Recipient; or (b) at the time of its Disclosure to Recipient is available to the general public or after Disclosure to Recipient by Discloser becomes available to the general public through

no wrongful act of the Recipient; or (c) Recipient demonstrates to have been lawfully and independently developed by Recipient without the use of or reliance upon any Confidential Information of the Discloser and without any breach of this Agreement.

**6.3. Disclosures Required by Law.** If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Recipient shall notify Discloser of the requirement promptly in writing so that Discloser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient shall furnish only that portion of the information which Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

**6.4. Disposal of Confidential Information.** Upon termination of this Agreement or upon Discloser's request at any time, Recipient agrees to promptly return to Discloser all copies of Confidential Information. If return is impossible as to any portion of the Confidential Information, then Recipient shall certify to Discloser promptly that all such Confidential Information of Discloser, including all copies thereof, has been totally and permanently destroyed. PDS will return to the Client, all Client Data in its possession at the date of termination in its then-existing format and on its Client-supplied media, however, PDS may keep a copy in accordance with its record retention policy. Any conversion of format or media performed by PDS in order to discharge its obligations under this Section shall be at Client's expense.

**6.5. Remedies.** The Parties acknowledge and agree that a breach of this Agreement by either Party will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of this Agreement by Recipient, and in addition to any other remedies available to it, to seek to obtain a temporary restraining order and to injunctive relief against the other Party to prevent any violations thereof, and to any other appropriate equitable relief.

**6.6. Duration.** The obligations set forth in this Section 5 shall apply during the term of this Agreement and for a period of one (1) year thereafter.

## 7. OWNERSHIP RIGHTS

**7.1. Services.** PDS retains all right, title, and interest in the Services and in all improvements, enhancements, modifications, or derivative works thereof including, without limitation, all rights to patent, copyright, trade secret, and trademark. The Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and Client agrees not to disclose such information to any third party without PDS's prior permission.

**7.2. Content.** PDS acknowledges and agrees that all Content, including copyrights, trademarks, database rights and other intellectual property contained in such Content are owned or licensed by Client. Client grants PDS a license to store, record, transmit and display the Content solely to perform PDS's obligations under this Agreement.

## 8. REPRESENTATIONS AND WARRANTIES

**8.1. By Each Party.** Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter into this Agreement; (b) it is in compliance, and will continue to comply during the term of this Agreement, with all laws and regulations governing its possession and use of Client Data and its provision or use of the Services; and c) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

**8.2. By Client.** Client represents and warrants to PDS that: (a) it owns, or is a licensee of, having the right to sublicense, the Content and that Client has the right to grant PDS the rights that Client purports to grant in this Agreement; (b) PDS's possession or use of the Content or Client Data does not and will not infringe on, violate, or misappropriate any patent, trademark, or copyright, or misappropriate any trade secret or other proprietary right of any third party; and (c) it will not use, nor will it allow any third parties under its control to use, the Services for high risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

**8.3. By PDS.** PDS represents and warrants to Client that:

**8.3.1. Industry Standards.** The Services shall be performed in a good, workmanlike, professional and conscientious manner by experienced and qualified employees of PDS according to the generally accepted standards of the industry to which the Services pertain. For Services containing a deliverable, such Services will be deemed accepted by Client if not rejected in a reasonably detailed writing within five (5) days of submission to Client, or as otherwise identified in the applicable Scope of Work. In the event the Services provided by PDS are not in conformance with this warranty, Client must provide written notice to PDS within five (5) days after the performance of the Services and such notice will specify in reasonable detail the nature of the breach. Upon confirmation of the breach, PDS will use commercially reasonable efforts to take the steps necessary to correct the deficiency at no charge to Client. This is Client's sole and exclusive remedy for breach of this warranty.

**8.3.2. Service Levels.** The Services will meet the technical standards of performance or service levels, if any, set forth in the applicable SOW. Client's sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable SOW.

**8.3.3.** Client shall not make any representations or warranties on behalf of PDS to any third party. Client shall be solely responsible and liable for any representations or warranties that Client makes to any third party regarding PDS, the Services, or any other aspect of this Agreement. PDS makes no representations or warranties with regard to the Third Party Services and passes through to Client the terms and conditions for the services delivered by a third party.

**8.4. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM THE USAGE OF TRADE OR COURSE OF PERFORMANCE. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF PDS IS AUTHORIZED TO MAKE ANY ADDITIONAL OR OTHER REPRESENTATIONS OR WARRANTIES ON BEHALF OF PDS. CLIENT IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES. IN ADDITION, CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH PDS CANNOT BE HELD LIABLE.



## 9. INDEMNIFICATION

- 9.1. **Indemnification by PDS.** Subject to the terms and conditions in this Agreement, PDS will, at its cost, (i) defend Client and its officers, directors, shareholders, employees, agents, successors and assigns (collectively the “Client Indemnified Parties”) from and against any claim, suit, action, or proceeding (threatened or otherwise) (each a “Claim”) made or brought by a third party against Client Indemnified Parties to the extent based upon (a) any breach by PDS of any of its representations and warranties under Section 9.1; (b) real property damage or personal injury, including death, solely and directly caused by PDS’s employees or contractors in the course of performance under this Agreement; (c) any breach by PDS of Section 7 but only with respect to the Disclosure of Confidential Information and to the extent the Disclosure is the result of actions predominantly attributable to PDS; (d) any uncured breach by PDS of its obligations under Section 5; and (e) any allegation that Client’s receipt of the Services under this Agreement infringes any of such third party’s copyrights, or any such third party’s patents issued in the United States as of the Effective Date, or misappropriates any of such third party’s trade secrets (each an “IP Claim”); and (ii) PDS shall pay any final award of damages (or settlement amount approved by PDS in writing and) paid to the third party that brought any such Claim.
- 9.2. **Indemnification by Client.** Client will indemnify, defend and hold harmless PDS and its officers, directors, shareholders, employees, agents, successors and assigns from any and all liabilities, damages, costs and expenses, including reasonable attorney’s fees and expenses, arising out of any claim, suit or proceeding (threatened or otherwise) made or brought by a third party against PDS or its officers, directors, shareholders, employees, agents, successors and assigns based upon (a) any breach by Client of any of its representations and warranties under Section 9; (b) real property damage or personal injury, including death, directly caused by Client; (c) any breach by Client of Section 7 but only with respect to the Disclosure of Confidential Information and to the extent the Disclosure is the result of actions predominantly attributable to Client; (d) any breach by Client of its obligations under Section 6.1, Section 6.3, or Section 6.8; (e) any breach by Client of Section 13.2; and (f) any claim that PDS’s possession, storage, or transmission of the Content or possession or use of the Client Components, infringes on, violates, or misappropriates any patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary rights of such third party.
- 9.3. **Procedure.** A Party (or other person) having a right to defense and indemnification under this Agreement (“Indemnified Party”) that desires such indemnification shall tender to the Party having an obligation to defend and indemnify under this Agreement (“Indemnifying Party”) sole control of the defense and settlement of the Claim for which indemnity is sought, provided that the Indemnified Party shall notify the Indemnifying Party promptly in writing of each Claim and the Indemnified Party shall give the Indemnifying Party information and assistance to defend and settle the Claim. The Indemnified Party, at its own expense, shall have the right to employ its own counsel and to participate in any manner in the defense against any claim for which indemnification is sought under this Section 10. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of any Claim. In no event shall either Party make any settlement of a Claim, including without limitation, any settlement that involves a remedy relating to admission of liability by, injunctive relief against, or other affirmative obligations by the Indemnified Party without the other Party’s prior written consent, which consent will not be unreasonably withheld, delayed, or conditioned.
- 9.4. **Mitigation for IP Claims.** At any time after notice of an IP Claim, or if PDS believes there is a basis for an IP Claim, PDS has the right, at PDS’s sole option and expense, to either (a) procure the right for Client to continue receiving the Services as provided in this Agreement, or (b) replace or modify the applicable Service with a service that has substantially similar functionality and that PDS believes would not be subject to the IP Claim. If PDS deems (a) or (b) not feasible or not commercially reasonable, PDS has the right to terminate the applicable SOW. In the event of any such termination, PDS will refund to Client the unused portion of any amounts paid by Client for the affected Service. In addition, upon any such termination, Client shall cease the use of the applicable Service.
- 9.5. **Limitations as to IP Claims.** Notwithstanding anything to the contrary, PDS shall have no obligations or liability under Section 10.1 if the IP Claim is based upon, arises out of, or is related to, in whole or in part, or if any of the following apply: (a) the combination of the applicable Service with any product, software, solution, or service not entirely developed and provided by PDS, (b) use of the applicable Service outside the scope of the licenses or rights set forth in this Agreement or in violation of any law or any restriction or limitation set forth in this Agreement, (c) Client’s failure to comply with PDS’s direction to cease any activity that in PDS’s reasonable judgment may result in an IP Claim, (d) any allegation by a third party that does not specifically reference a PDS Service, or that does not reference a feature of function of a PDS Service, or (e) any IP Claim for which Client does not promptly tender control of the defense thereof to PDS.
- 9.6. **Sole Remedy.** THE TERMS IN THIS SECTION 10 (INDEMNIFICATION) SHALL BE CLIENT’S SOLE AND EXCLUSIVE REMEDY AND PDS’S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, PDS SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CLIENT FOR THIRD PARTY CLAIMS.

## 10. LIMITATION OF LIABILITY

- 10.1. **Limit on Types of Damages Recoverable.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL (AND PDS’S SUPPLIERS AND LICENSORS WILL NOT) BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY CLAIMING THROUGH A PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, or punitive DAMAGES (INCLUDING, without limitation, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST OR DAMAGED DATA, INVESTMENTS MADE, AND LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT, ANY SOW, OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, tort, STRICT LIABILITY AND NEGLIGENCE), EVEN IF (A) SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (b) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (c) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT OR ANY SOW FAILS OF ITS ESSENTIAL PURPOSE.
- 10.2. **Limit on the Amount of Damages Recoverable.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PDS’s TOTAL CUMULATIVE liability UNDER OR RELATING TO THIS AGREEMENT AND THE SERVICES, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, STRICT LIABILITY, AND NEGLIGENCE), shall be limited in all cases to AN AMOUNT which shall not exceed, in the aggregate, fees paid by Client to PDS during the six (6) month period immediately preceding the first event giving rise to liability FOR THE SERVICES THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND under the applicable SOW.
- 10.3. **Non-Managed Systems.** PDS shall not be liable for any damages caused by services, systems, software, or other components that neither it nor its employees, agents or subcontractors

furnish or manage pursuant to this Agreement. PDS shall not be liable for the actions or inactions of Client's employees, agents or contractors.

**10.4. Applicability.** The terms in this Section 11 shall apply to the maximum extent permitted by applicable law. If applicable law precludes a party from excluding liability for certain types of damages for certain acts or omissions or capping its liability for certain acts or omissions, then the terms in this Section 11 shall apply to not limit liability for such acts and omissions but will apply for all other acts and omissions.

**10.5. Allocation of Risk.** EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CLIENT FOR THE SERVICES WOULD HAVE BEEN HIGHER.

## 11. MISCELLANEOUS

**11.1. Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control and without its fault or negligence, including acts of civil or military authority, national emergencies, labor strikes, fire, flood or catastrophe, acts of God, insurrection, war, riots or failure of transportation or a general and/or city-wide power failure. Each Party shall use reasonable efforts to mitigate the extent of the aforementioned excusable delay or failure and their adverse consequences, provided however, that should any such delay or failure continue for more than thirty (30) days, the Agreement may be terminated without liability by the non-delaying Party.

**11.2. Export Compliance.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client shall be solely responsible for such compliance with respect to Client Data and the Content that it provides to PDS.

**11.3. Insurance.** Each Party will obtain and maintain in effect during the term of this Agreement, a policy or policies of comprehensive general liability, workers' compensation, professional liability, cyber liability insurance, and other types of insurance each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement. For the avoidance of doubt, each Party is solely responsible for insuring its personal property wherever located, and each Party acknowledges that neither of them will insure the property of the other while it is in transit or in the possession of the opposite Party.

**11.4. Waiver.** The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any rights and the obligations of the Party with respect to such future performance and shall continue in full force and effect.

**11.5. Agreement Binding On Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the respective Parties. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company.

**11.6. Governing Law and Jurisdiction.** The validity, construction and interpretation of this Agreement and the rights and duties of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Michigan, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought either in the federal court in Eastern District of Michigan or state courts located in Oakland County, Michigan and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

**11.7. Relationship of Parties.** The Parties hereto are independent contractors, and this Agreement shall not create or imply an agency relationship between the Parties. Pursuant to and during the term of this Agreement, PDS may, from time to time, request that the Client execute such instruments and documents appointing PDS an agent of the Client for a specific limited purpose. An officer of Client shall, in a timely manner, execute and deliver to PDS or the third party requiring the same, such instruments designating PDS as Client's agent to the extent required by PDS to manage and perform to Services provided by it under this Agreement.

**11.8. Subcontractors.** PDS may engage subcontractors to perform services under any SOW. Except as provided herein, PDS shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

**11.9. Severability.** In the event that any of the provisions of this Agreement are declared or held by a court of competent jurisdiction invalid, illegal or unenforceable, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect. In the event of such a ruling, the Parties shall negotiate in good faith a substitute for the provision declared invalid, illegal or unenforceable.

**11.10. Notices.** Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given if hand delivered or sent by first-class certified or overnight delivery mail, postage prepaid at the addresses indicated on the first page of this Agreement.

**11.10.1** A Party may change its address for notices by sending a change of address notice using this notice procedure.

**11.11. Errors.** Neither Party shall be held accountable nor incur any additional costs due to discrepancies, errors, omissions in documentation or other information supplied by the other Party.

**11.12. Active Negotiations.** Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

**11.13. Captions.** The descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this



Agreement's construction or interpretation.

- 11.14. Amendments.** No waiver of any right or remedy and no amendment, change or modification of the terms of this Agreement shall be binding on a Party unless it is in writing and is signed by the Party to be charged.
- 11.15. Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered an original but all of which together will constitute one agreement.
- 11.16. Publicity.** Nothing contained in this Agreement shall be interpreted so as to permit PDS or Client to publicize its business relationship with the other Party or the nature of the Services performed for Client, without the other Party's prior written consent.
- 11.17. No Solicitation of Employees.** Each Party agrees that during the term of this Agreement, and for a period of one year after the termination or expiration of this Agreement, it will not solicit, offer employment to, hire or otherwise retain, without the other Party's prior written consent, any person employed by the other Party if such person became known to the soliciting Party through the relationship established pursuant to this Agreement.
- 11.18. No Third Party Beneficiaries.** Except as provided in Section 10 (Indemnification), this Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or party other than the Parties.
- 11.19. Entire Agreement.** This Agreement, including all SOWs and all schedules, attachments and/or other documents attached hereto or incorporated by reference constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

Client acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind Client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director, or duly authorized agent or employee of Client.

#### **EXHIBIT A: TERMS SPECIFIC TO PRODUCT SALES ONLY**

This Exhibit A: Terms Specific to Product Sales Only ("Exhibit A") applies to any order for software, hardware, or Services Sold by Part Number ("Products") made by Client, for its own internal use and not for resale, pursuant to a quotation issued by PDS ("Quotation"). As used in this Exhibit A, the term "Services Sold by Part Number" refers to services, which although ordered from PDS, are procured from and supplied by a third party (i.e., PDS does not directly perform or control the work) and are therefore considered Product. Any such orders shall be subject to the terms and conditions of this Exhibit A.

**1. Product Returns and Warranty Assistance.**

- (a) Client acknowledges that PDS is reselling all Products purchased by Client and that Products are manufactured and/or delivered by a third party.
- (b) Client acknowledges that all sales are final.
- (c) To the extent available, PDS shall pass through to Client the manufacturer's warranties for each Product and agrees to facilitate the manufacturer's return policies. In no event will PDS provide return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return are subject to the manufacturer's applicable restocking fee(s).
- (d) Client acknowledges that the terms and conditions governing the use of Products shall be solely between Client and the manufacturer of such Products.

**2. Product Use and Product Warranty Disclaimer.** Client will not use the Products for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Client agrees that PDS is not liable for any claim or damage arising from such use.

**PDS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. PDS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

- 3. Shipment and Risk of Loss for Product Sales.** All shipments of Products to Client will be FOB point of shipment. Insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Client's identified point of delivery will be the responsibility of Client. Risk of loss will pass to Client upon delivery of the Products to the common carrier (regardless of who pays such common carrier).
- 4. Permitting Compliance for Product Sales.** Client will obtain all licenses, permits, and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.
- 5. Price and Payment.** The prices set forth in any Quotation are exclusive of all taxes, duties, licenses, and tariffs, payment of which shall be Client's obligation. Prices quoted are firm for thirty (30) days unless otherwise specified in the Quotation. Payment is due upon receipt of invoice. In the event Client chooses to finance its purchase using a third party, Client remains liable for payment to PDS until PDS receives complete payment from such third party.
- 6. Export.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of

State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. Client covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation, any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product, or related software or technology, to: (i) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List, a downloadable file of which is accessible at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp) (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by the above-mentioned laws and regulations. Client certifies, represents and warrants that no Product shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any sale of Products by PDS, Client acknowledges that it is not relying on PDS for any advice or counseling on export control requirements. Client agrees to indemnify, to the fullest extent permitted by law, PDS from and against any fines, penalties and reasonable attorney fees that may arise as a result of Client's breach of this Section.

- 7 . **Cancellation.** The purchase of Products may be canceled by Client only upon written approval of PDS and upon terms that indemnify PDS against all losses related to such cancellation.
- 8 . **Limitation of Liability.** NO MONETARY RECOVERY IS AVAILABLE FROM PDS FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL PDS'S LIABILITY TO CLIENT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS FOR THE PARTICULAR CLAIM. PDS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS EXHIBIT A, EVEN IF PDS HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.



Pricing Proposal  
Quotation #: 26063736  
Created On: 4/10/2025  
Valid Until: 5/9/2025

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## MI-County of Genesee

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### Jim Pyle

1101 Beach St  
Suite 223  
Flint, MI 48502  
United States  
Phone: (810) 237-6101  
Fax:  
Email: JPyle@geneseecountymi.gov

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## Senior Inside Account Manager

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### Travis Oberweis

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 888-764-8888  
Fax:  
Email: Travis\_Oberweis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Barracuda Essentials Compliance Edition - Subscription license (1 month) - 1 user - hosted Barracuda - Part#: BEOESC Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02 Serial #: 1354060 Coverage Term: 5/29/2025 – 5/28/2026	15000	\$5.44	\$81,600.00
Total			\$81,600.00

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## Additional Comments

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

# END USER QUOTE

Q-1535510-1

# TOTAL

USD 87,000.00

**END USER**

Genesee County, Michigan  
Jim Pyle  
1101 Beach St FL 3  
Flint, Michigan, 48502-1428  
United States

**BILL TO**

Genesee County, Michigan  
Daniel Johnston  
1101 BEACH ST FL 3  
FLINT, Michigan, 48502-1428  
United States

**PREPARED BY**

Samuel Auchmuty

**DATE**

2025-04-10

**TERM START DATE**

2025-05-29

**EXPIRES**

2025-05-10

**SHIP TO**

Genesee County, Michigan  
Matthew Peter  
1101 BEACH STREET ROOM 200  
FLINT, Michigan, 48502  
United States

1 Year

PART #	PART DESCRIPTION	LIST UNIT PRICE	TERM QTY**	EXT LIST UNIT PRICE	QTY	EXT LIST PRICE	TOTAL LIST DISC %	EXT FINAL PRICE
BEO001a	Barracuda Cloud Account SN# 1354060	\$0.00		\$0.00	1	\$0.00	0%	\$0.00
BEOESC	Barracuda Essentials Compliance Edition, 1 User, 1 Month SN# 1354060 29-May-2025 - 28-May-2026 New Subscription	\$5.80	12	\$69.60	1,250	\$87,000.00	0%	\$87,000.00
							<b>TOTAL</b>	<b>\$87,000.00</b>

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# END USER QUOTE

Q-1535510-1

# TOTAL

USD 87,000.00

Thank you for your interest in our products and/or services. If you have any questions or concerns about this quotation, please do not hesitate to contact us.

Sincerely,

Samuel Auchmuty  
sauchmuty@barracuda.com

\* The subscription start date above is estimated and the subscription will commence at time of fulfillment by Barracuda. Subscriptions are charged in minimum increments of one month. Unless otherwise indicated, payment for all orders is due net 30 days from date of invoice. Prices do not include charges for which Customer is responsible which will be added to the invoice including sales, use, withholding, value added, and any other taxes imposed by any governmental entity and all freight, handling, duties, import, export or other charges associated with shipment and delivery of the product.  
\*\* Co-Term subscription pricing will be charged in minimum increments of one month regardless of whether the difference between existing end date and the co-term end date is less than one month. Any partial usage during a month is calculated as a full month.

## Terms & Conditions

- Credit Card payment or Net 30 days with approved or credit card guarantee.
- Prices listed above do not include certain charges for which Customer is responsible and which will be added to the invoice including all sales, use, withholding, value added, and any other taxes imposed by any federal, state, provincial or local governmental entity or any other governmental entity, and all freight, handling, duties, import, export or other charges associated with shipment and delivery of the product
- Products and services are provided to end users pursuant to Barracuda Networks' Terms and Conditions located at <https://www.barracuda.com/legal/customer-purchase-terms>. No preprinted or additional terms on any other documents apply. Reseller's relationship with Barracuda is governed solely by the terms of Barracuda's Reseller Agreement.
- Renewal pricing will be based off Barracuda's standard reseller discount, excluding the additional promotional discount. The additional promotional discount only applies to the initial order for the customer.

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		10/1/2025				
<u>Beg</u>	<u>End</u>	<u>Total Days</u>	<u>PPD Days</u>	<u>Invoice Amt</u>	<u>FY26-Prepaid</u>	<u>FY25</u>
5/29/2025	5/28/2026	365	240	\$ 57,475.63	\$ 37,792.20	\$ 19,683.43



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. /Ralph C. Wilson Agy Box 5069  Southfield MI 48086-5069	<b>CONTACT NAME:</b> Patricia Brandemihl <b>PHONE (A/C, No, Ext):</b> (248) 355-1414 <b>FAX (A/C, No):</b> (248) 304-0877 <b>E-MAIL ADDRESS:</b> pbrandemihl@risk-strategies.com																					
<b>INSURED</b> Preferred Data Systems, LLC 38505 Country Club Drive Suite 215 Farmington Hills MI 48331	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ACE Property &amp; Casualty Insurance Company</td><td>20699C</td></tr><tr><td>INSURER B:</td><td>Great Northern Insurance Company</td><td>20303</td></tr><tr><td>INSURER C:</td><td>Executive Risk Indemnity, Inc.</td><td>35181</td></tr><tr><td>INSURER D:</td><td>Hanover Insurance Company</td><td>22292</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE Property & Casualty Insurance Company	20699C	INSURER B:	Great Northern Insurance Company	20303	INSURER C:	Executive Risk Indemnity, Inc.	35181	INSURER D:	Hanover Insurance Company	22292	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 25-26 Master**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		000D96747779	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			73625692	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			000D96747809	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	71800532	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime -client property			BDHH352675	08/21/2024	08/21/2025	Limit \$1,000,000 deductible \$5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder, its officials, employees and agents, all boards, commissions and/or authorities and board members including employees and volunteers thereof are added as Additional Insured (General Liability) on a primary and non-contributory basis with respect to work/services performed/product supplied by Named Insured per written contract/agreement. Waiver of Subrogation applies to General Liability as required by written contract/agreement.

**CERTIFICATE HOLDER****CANCELLATION**

Genesee County Risk Management 1101 Beach Street  Flint MI 48502	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Robert D. Jarvis</i></p>
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## BUSINESSOWNERS LIABILITY EXTENSION

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

**This endorsement modifies insurance provided under the following:**

### BUSINESSOWNERS COVERAGE FORM

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This endorsement modifies the coverages provided under the Businessowners Coverage Form.

Notwithstanding anything to the contrary, the provisions of the Businessowners Coverage Form apply, except as provided in this endorsement. The titles of the various paragraphs of this endorsement are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

#### **A. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND BONDS TO APPEAL JUDGMENTS - NO SUBLIMIT**

In **Section II - Liability**, Paragraph **A. Coverages, 1. f. Coverage Extension – Supplementary Payments**, subparagraphs **(1)(b) and (c)** are replaced by the following:

- (b)** The cost of bail bonds, but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.
- (c)** The cost of bonds to appeal judgments or release attachments, but only for amounts within the available limit of insurance. We do not have to furnish these bonds.



## **B. MEDICAL EXPENSES – THREE YEARS TO REPORT EXPENSES**

In **Section II – Liability**, Paragraph **A. Coverages, 2. Medical Expenses**, subparagraph **a.(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

## **C. NON-OWNED WATERCRAFT UNDER 55 FEET**

In **Section II - Liability**, Paragraph **B. Exclusions**, subparagraph (2) of Exclusion **1.g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

## **D. NON-OWNED AIRCRAFT**

In **Section II - Liability**, Paragraph **B. Exclusions**, the following exception is added to Exclusion **1.g. Aircraft, Auto or Watercraft in Section II – Liability**:

This exclusion does not apply to an aircraft you do not own provided:

1. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

## **E. DAMAGE TO PROPERTY - EXCEPTION FOR EQUIPMENT LOANED OR RENTED TO THE INSURED**

In **Section II - Liability**, Paragraph **B. Exclusions**, the following exception is added to Exclusion **1.k. Damage To Property**:

Paragraphs (3) and (4) of this exclusion do not apply to “property damage” to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

## **F. WHO IS AN INSURED - SUBSIDIARIES OR NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

In **Section II - Liability**, Paragraph **C. Who is an Insured** is amended to include the following:

If there is no other insurance available, each of the following is also a Named Insured:

1. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or

2. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

#### **G. WHO IS AN INSURED - EMPLOYEES (INCLUDING CPR AND FIRST AID) AND VOLUNTEER WORKERS**

In **Section II - Liability**, Paragraph **C. Who is an Insured**, Paragraph **2.a.** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
- (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (a) or (b) above.

With respect to "bodily injury" only, the limitations described in Paragraph **2.a.(1)** above do not apply to you or to your directors, managers, members, "executive officers", partners or supervisors as insureds. The limitations also do not apply to your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

- (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

- b. Your "volunteer workers", but only while acting within the scope of their activities for you and at your direction.

#### **H. ADDITIONAL INSUREDS**

In **Section II - Liability**, Paragraph **C. Who is an Insured**, the following is added:

2. Each of the following is also an insured:

##### **LESSOR OF LEASED EQUIPMENT**

- e. Any person or organization from whom you lease equipment, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

#### **MANAGERS OR LESSORS OF PREMISES**

- f. Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

- (1) Any “occurrence” that takes place after you cease to be a tenant in such premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insureds.

#### **VENDORS**

- g. Any person or organization who is a vendor of “your products”, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However:

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

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraph (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

With respect to the insurance afforded to these vendors, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

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

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

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

#### **OTHER PERSONS OR ORGANIZATIONS PURSUANT TO CONTRACT OR AGREEMENT**

- h. Any persons or organizations that you are required by a contract or agreement to provide with such insurance as is afforded by this policy. However, such a person or organization is an insured only:
- (1) To the extent such contract or agreement requires the additional insured to be afforded status as an insured; and
  - (2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an insured under this provision:

- (1) That is more specifically identified under any other provision of Paragraph **C. Who Is An Insured** (regardless of any limitation applicable thereto).
- (2) With respect to any assumption of liability in a contract or agreement. This limitation does not apply to the liability for damages the additional insured would have in the absence of the contract or agreement.

However, the insurance afforded to such persons or organizations:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added at the end of Paragraph **C. Who Is An Insured**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

However, no person or organization is an insured with respect to the:

- a. Ownership, maintenance or use of any assets; or
- b. Conduct of any person or organization whose assets, business or organization;

any Named Insured acquires, either directly or indirectly, for any:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense first committed;

in whole or in part, before such acquisition is executed.

With respect to the insurance afforded to the persons or organizations described in Paragraphs **e.**, **f.**, and **h.** above, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

The most we will pay on behalf of such person or organization is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

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

#### **I. DAMAGE TO PREMISES RENTED TO YOU – \$1,000,000**

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance**, Paragraphs **3.** and **4.** are deleted and replaced with the following:

- 3.** Subject to the **Liability And Medical Expenses Limits Of Insurance**, the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises while rented to you or while temporarily occupied by you with permission of the owner is \$1,000,000.

#### **4. Aggregate Limits**

The most we will pay for:

- a.** All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b.** All:
  - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - (2) Plus medical expenses;
  - (3) Plus all "personal and advertising injury" caused by offenses committed;is twice the Liability and Medical Expenses Limit.

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **J. PER LOCATION GENERAL AGGREGATE LIMIT WITH COMBINED TOTAL AGGREGATE LIMIT**

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance**, the following is added:

1. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" caused by "occurrences" under Paragraph **A.1.** Business Liability, and for all medical expenses caused by accidents under Paragraph **A.2.** Medical Expenses, which can be attributed only to a single "location":
  - a. A separate Location General Aggregate Limit will apply to each "location", and that limit is equal to the Other than Products/Completed Operations Aggregate Limit shown in the Declarations.
  - b. The separate Location General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Paragraph **A.1.** Business Liability, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph **A.2.** Medical Expenses, regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits".
  - c. Any payments made under Paragraph **A.1.** or under Paragraph **A.2.** Medical Expenses shall reduce the separate Location General Aggregate Limit for that "location". Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce the separate Location General Aggregate Limit for any other "location".
  - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate Location General Aggregate Limit.
2. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the Insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by occurrences under Paragraph **A.1.** Business Liability and for all medical expenses caused by accidents under Paragraph **A.2.**, which cannot be attributed only to operations at a single "location".
  - a. Any payments made under Paragraph **A.1.** Business Liability for damages or under Paragraph **A.2.** for medical expenses shall reduce the amount available under the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and
  - b. Such payments shall not reduce the separate Location General Aggregate Limit applicable to a single "location".
3. Subject to the separate Location General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Declarations is the most we will pay for the combined sum of amounts described above, regardless of the number of "locations".
4. Any payments we make for "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "locations", and not reduce the Other Than Products/Completed Operations Aggregate Limit nor the separate Location General Aggregate Limit applicable to a single "location."
5. As used in this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Paragraph **D. Liability and Medical Expenses Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

## **K. KNOWLEDGE/NOTICE OF OCCURRENCE**

In **Section II - Liability**, Paragraph **E. Liability and Medical Expenses General Conditions, 2. Duties In the Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

- e. Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.
- f. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

## **L. BODILY INJURY, INCLUDING RESULTING MENTAL ANGUISH**

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph 3. is deleted and replaced with the following:

**3. "Bodily injury" means physical:**

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease.

## **M. COVERAGE TERRITORY, LIMITED WORLDWIDE**

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph 4. is deleted and replaced by the following:

**4. "Coverage territory" means all parts of the world.**

However, "coverage territory" does not include any:

- a. "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- b. Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.



## **N. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

In **Section III – Common Policy Conditions**, Paragraph **C. Concealment, Misrepresentation or Fraud** is amended to include the following additional paragraph:

Unintentional failure of an “employee” of the insured to disclose a hazard or other material information will not violate this condition, unless an “executive officer” (whether or not an “employee”) of any insured knows about such hazard or other material information.

## **O. OTHER INSURANCE, INCLUDING PRIMARY PROVISION**

In **Section III – Common Policy Conditions**, Paragraph **H. Other Insurance**, subparagraphs **2.** and **3.** are replaced by the following:

### **H. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this insurance, our obligations are limited as follows:

#### **1. Primary Insurance**

This insurance is primary except when Paragraph 2 below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph 3 below.

#### **2. Excess Insurance**

**a.** This insurance is excess over:

**(1)** Any of the other insurance, whether primary, excess, contingent or on any other basis:

**(a)** That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for “your work”;

**(b)** That is insurance that applies to “property damage” to premises rented to you or temporarily occupied by you with permission of the owner; or

**(c)** If the loss arises out of aircraft, “autos” or watercraft to the extent not subject to Exclusion **g.** of Section II.B. Exclusions, 1. Applicable to Business Liability Coverage; or

**(2)** Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

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

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

**(1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance;

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

#### **Method of Sharing**

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

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

#### **P. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

In **Section III – Common Policy Conditions**, Paragraph **K. Transfer of Rights of Recovery Against Others To Us**, subparagraph **2.** is replaced by the following:

##### **2. Applicable to Businessowners Liability Coverage:**

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Medical Expenses Coverage.

All other terms and conditions of the policy remain unchanged.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1774

**Agenda Date:** 6/11/2025

**Agenda #:** 2.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Raymond Zanke, Director of Facilities and Operations

**RE:** Approval of a purchase order to WW Williams for the fiscal year ending 2025, in an amount not to exceed \$20,000.00, to provide generator maintenance at various county facilities; the cost of this purchase order will be paid from the accounts listed

**BOARD ACTION REQUESTED:**

Approval of a request for additional spending with WW Williams in an amount of \$20,000.00

**BACKGROUND:**

We have already spent \$26,473.76 with this vendor.

\$21,388.57 was strictly on emergency repairs & annual maintenance to the 40-year-old generator at the Jail, see below for recap:

On 12/18/24 WW Williams came out to the Genesee County Jail to do a scheduled preventative maintenance on our Generator. While on site to change the oil they discovered fuel in the oil, so they drained the oil and refilled it with good oil.

On 12/21/24 they returned to investigate the fuel in the oil and determined four of the eight injectors were leaking at the O-rings. They also discovered the batteries and starter were malfunctioning and need replaced.

On 1/31/25 they returned to replace the O-rings and repair the internal components. Once they completed these repairs, they attempted to start the motor and couldn't get the generator to run because of a faulty controller board. They ordered and installed a new control board along with a new annunciator panel.

On 2/19/25 - 4/23/25 Returned to hook up new control board and recalibrate everything, change oil and perform load bank testing and return generator to normal operation.

**DISCUSSION:**

Approving this request will allow us to pay current invoices along with adding additional funds to ensure we are able to make the necessary repairs to maintain our facilities for the remaining fiscal year.

**IMPACT ON HUMAN RESOURCES:**

None.

**IMPACT ON BUDGET:**

Funds will be paid out of accounts below depending on the need or service.

930.000 is repairs & 801.004 is for annual service & maintenance.

1010-265.00-930.000

1010-267.00-930.000

1010-309.00-930.000

4700-265.00-930.000

2130-430.00-930.000

2920-356.00-930.000

1010-265.00-801.004

1010-267.00-801.004

1010-309.00-801.004

4700-255.06-801.004

**IMPACT ON FACILITIES:**

Facilities and Operations will be able to continue to keep facilities operating and safe.

**IMPACT ON TECHNOLOGY:**

None.

**CONFORMITY TO COUNTY PRIORITIES:**

This will help facilities to provide a healthy, livable, & safe community by making sure we are able to keep our facilities running efficiently, providing safe working areas for employees and the public.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Facilities and Operations Director to authorize additional spending to W.W.

Williams, in the amount of \$20,000.00 to be paid from the following accounts:

1010-265.00-930.000;

1010-267.00-930.000;

1010-309.00-930.000;

4700-265.00-930.000;

2130-430.00-930.000;  
2920-356.00-930.000;  
1010-265.00-801.004;  
1010-267.00-801.004;  
1010-309.00-801.004; and  
4700-255.06-801.004;

for the purpose of paying for repairs and general maintenance, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the June 11, 2025 meeting of the Public Works Committee of this Board).



CPCOMPA-01

CIMGIBSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>AssuredPartners</b> 340 MacCorkle Ave. SE Charleston, WV 25314	CONTACT NAME: <b>Mark Stewart</b>	
	PHONE (A/C, No, Ext): <b>(304) 345-8000</b> FAX (A/C, No): <b>(304) 345-8014</b>	
	E-MAIL ADDRESS: <b>mark.stewart@assuredpartners.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Zurich American Ins. Co.</b>	<b>16535</b>
INSURED  <b>The W.W. Williams Company, LLC</b> 400 Metro Place N, Suite 201 Dublin, OH 43017	INSURER B : <b>Travelers Property Casualty Co of America</b>	<b>25674</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GLO1102502-02	1/1/2025	1/1/2026	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP1102503-02	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	X	X	CUP-5X618624-25-NF	1/1/2025	1/1/2026	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC1102500-02	1/1/2025	1/1/2026	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Worker's Comp			WC1102501-02	1/1/2025	1/1/2026	Employer's Liability \$ <b>1,000,000</b>
A	Garage Dealers			BAP1102503-02	1/1/2025	1/1/2026	Each Occurrence \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

GENESEE COUNTY ATTN: RISK MANAGEMENT 1101 BEACH ST Flint, MI 48502	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 

# General Liability Extended Coverages

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 1102502 - 02

Effective Date: 01/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part.

## A. Fellow Employee And Incidental Medical Malpractice Coverage

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:
  - (1) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or
  - (2) Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

## B. Additional Insureds– Lessees Of Premises

- 1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- c. Ends when the person or organization ceases to lease or rent premises from you.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph B.1. above (of this endorsement); or
  - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

#### C. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to throughout this Paragraph C. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- a. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs (4) or (6) above; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.



c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to these vendors under this Paragraph C., the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph C.1. above (of this endorsement); or
  - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

**D. Damage to Premises Rented or Occupied by You**

1. The last paragraph under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more covered perils to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**E. Limited Contractual Liability Coverage – Personal and Advertising Injury**

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee.

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

F. Medical Payments – Increased Reporting Period

Paragraph 1.a. of Section I – Coverage C – Medical Payments is replaced by the following;

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

G. Supplementary Payments

The following changes apply to Supplementary Payments – Coverages A and B:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. Broadened Property Damage

1. Elevator Property Damage

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 any one "occurrence".

2. Property Damage To Borrowed Equipment

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraphs 2., 3. and 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others at a jobsite is \$25,000 any one "occurrence".

I. Expected or Intended Injury or Damage

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

J. Definition – Bodily Injury

The "bodily injury" definition under the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by a person which results from that bodily injury, sickness or disease.

K. Insured Status – Amateur Athletic Participants

Section II – Who Is An Insured is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1) Your "employee", "volunteer worker" or any person you sponsor; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

L. Aircraft, Auto Or Watercraft

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

#### M. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the Definitions Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the Definitions Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

#### N. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the Definitions Section are replaced by the following:

"Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

O. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

P. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – Commercial General Liability Conditions are replaced by the following:

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is also primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or

- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
  - i Equipment you borrow from others at a jobsite; or
  - ii Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**Q. Unintentional Failure to Disclose All Hazards**

Condition 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- i. Fail to disclose all hazards existing at the inception of this policy; or
- ii. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

**R. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation**

Condition 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is renamed and replaced by the following:

**8. Transfer Of Rights Of Recovery Against Others To Us / Waiver of Right of Subrogation**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

S. Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Additional Insured – Automatic – Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 1102502 - 02

Effective Date: 01/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,



in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition under Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – Limits Of Insurance:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,  
whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1802

**Agenda Date:** 6/11/2025

**Agenda #:** 3.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Patrick Linihan, Parks and Recreation Director

**RE:** Approval of a request by Genesee Parks and Recreation Commission to accept a grant from Mary Elizabeth Adams Manley Beautification Fund through Community Foundation of Greater Flint in the amount of \$12,000.00

**BOARD ACTION REQUESTED:**

Genesee County Parks and Recreation staff requests the approval to accept a grant from the Mary Elizabeth Adams Manley Beautification Fund through the Community Foundation of Greater Flint, in the amount of \$12,000.00.

**BACKGROUND:**

Genesee County Parks and Recreation is addressing the need for swing set improvements in the City of Flint park system, including the installation of safety surfacing under five swing sets, which is imperative on playgrounds to reduce and prevent serious injuries and protect the youth of our community.

**DISCUSSION:**

The grant period is 6/1/25 - 12/31/25.

No match.

**IMPACT ON HUMAN RESOURCES:**

None.

**IMPACT ON BUDGET:**

NO USE OF GENERAL FUND. NO USE OF PARKS FUND.

Funds to be deposited into account 2085-792.00-674-029.

**IMPACT ON FACILITIES:**

None.

**IMPACT ON TECHNOLOGY:**

None.

**CONFORMITY TO COUNTY PRIORITIES:**

Grant acceptance supports our service to the community, safe communities, and encourages public health.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize accepting the Mary Elizabeth Adams Manley Beautification Fund grant through the Community Foundation of Greater Flint, in the amount of \$12,000.00, to install safety surfacing under five swing sets in the City of Flint park system, for the period commencing June 1, 2025, through December 31, 2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the June 11, 2025 meeting of the Public Works Committee of this Board), and the Chief Financial Officer is directed to record the attached budget amendment.



May 15, 2025

Mr. Patrick Linihan  
Genesee County Parks & Recreation Commission  
5045 East Stanley Road  
Flint, MI 48506

Re: # 244361, Flint Playground Safety - 244361

#### BOARD OF TRUSTEES 2025

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Student, Grand Blanc  
High School

**Ron Stack**  
Cyclefit Sports

**Shannon White**  
Funchitecture

**Omari Young, M.D., FACOG**  
Massachusetts General Hospital

Dear Mr. Patrick Linihan:

It is a pleasure to inform you that the Community Foundation of Greater Flint has authorized a grant of \$12,000.00 to Genesee County Parks & Recreation Commission from the following fund(s): **Mary Elizabeth Adams Manley Beautification Fund**. This grant is to be used for the following purpose: *Genesee County Parks and Recreation Commission is addressing the need for swing set safety improvements in the City of Flint park system, including the installation of safety surfacing under 5 swing sets, which is imperative on playgrounds to reduce and prevent serious injuries and protect the youth of our community.*

By accepting and utilizing these funds, you accept this grant and its conditions, to use this grant for its intended purpose, and to return any unused funds. The following conditions exist on this grant:

- This grant is awarded on the condition that your organization is a tax-exempt charity as described in Section 170(b)(1)(A) of the Internal Revenue Code. If the grantee's tax exempt status changes or funds are not used for the purpose stated above, the Foundation reserves the right to have all grant funds immediately returned.
- Funds may not be used to support religious activities.
- The grant period is 6/1/2025 through 12/31/2025. **A final report is required and is due 30 days following the end of the grant period.** The final report form is available on the Grantseekers portion of our website at [cfgf.org](http://cfgf.org).

We believe in sharing this good news with the public. Should you decide to share the news in any public announcement of this grant, such as annual reports, newsletters, media releases, etc., please acknowledge the above-named fund(s) of the Community Foundation of Greater Flint. If a logo is needed for further promotional purposes, please email [adawson@cfgf.org](mailto:adawson@cfgf.org).

If you have any questions, please contact us at [grants@cfgf.org](mailto:grants@cfgf.org). We are pleased to provide this support and wish you continued success.

Sincerely,

Daniel T. Kildee  
President and CEO

**Community Foundation Building**

500 South Saginaw Street • Suite 200 • Flint, Michigan 48502 • 810.767.8270 • [cfgf.org](http://cfgf.org)

GENESEE COUNTY PARKS & RECREATION COMMISSION  
BUDGET ADJUSTMENT  
Community Foundation Playground Safety  
**9.30.25**

GL #	DESCRIPTION	Increase/(Decrease)
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2085-792.00-864.001	PROGRAMMING	12,000.00
2085-792.00-674.029	LOCAL CONTRIBUTION	12,000.00

9.30.25

City of Flint Parks - KGCB



GENESEE COUNTY PARKS & RECREATION COMMISSION  
BUDGET ADJUSTMENT  
Community Foundation Playground Safety  
**9.30.25**

GL #	DESCRIPTION	Increase/(Decrease)
<hr/>		
2085-792.00-864.001	PROGRAMMING	12,000.00
2085-792.00-674.029	LOCAL CONTRIBUTION	12,000.00

9.30.25

City of Flint Parks - KGCB

SYI GRANT 9.30.24

	CURRENT BUDGET	9.30.24 BUDGET	BUDGET ADJUSTMENT
2087-751.00-704.000	3,000.00	13,952.14	10,952.14
2087-751.00-709.000	230.00	1,067.34	837.34
2087-751.00-729.000	-	139.52	139.52
2087-751.00-730.000	120.00	-	(120.00)
	<u>3,350.00</u>	<u>15,159.00</u>	<u>11,809.00</u>



# Genesee County

## Staff Report

Genesee County  
Administration Building  
1101 Beach St  
Flint, MI 48502

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**File #:** RES-2025-1852

**Agenda Date:** 6/11/2025

**Agenda #:** 4.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Joshua Freeman, Director of Administration

**RE:** Approval of an agreement between Genesee County and Hobbs + Black Architects, in an amount not to exceed \$150,000.00, to perform a space study for several county departments; the cost of this agreement will be paid from the account listed

### **BOARD ACTION REQUESTED:**

Approval of an agreement between Genesee County and Hobbs + Black Architects to conduct a space study of various county departments.

### **BACKGROUND:**

The Board of County Commissioners approved a Capital Improvement Plan that provided anticipated projects and costs necessary to maintain several different buildings. In adopting the plan, it was anticipated that several satellite court locations would close and consolidate into the McCree Building. As part of that consolidation, it was also anticipated that additional renovations would be necessary to accommodate the District Court, Prosecutor, Public Defender, and Community Corrections at McCree. As the result of a lawsuit settlement, the Board of County Commissioners agreed to explore building of a new facility that would house those departments and offices currently located at McCree as well as parts of offices that are in other buildings.

### **DISCUSSION:**

Any decision must be driven by data. To understand future needs and costs, it is in the County's best interest to engage a firm that will help quantify future departmental needs. Currently, we have offices and departments spread across multiple buildings filling existing space that was not configured to the work of the office. As a result, the current space is not efficient for operations. Before a final decision can be made to either renovate or build, the county should have solid data to support any recommendation from staff and ultimately any decision by the Board.

To help facilitate this process, an RFP was done to seek qualified vendors. A review was conducted by members of each affected department as well as by Commissioner Flewelling. An interview was conducted of the top three applicants. After scoring, Hobbs + Black Architects is being recommended.

### **IMPACT ON HUMAN RESOURCES:**

No impact on HR.

**IMPACT ON BUDGET:**

This expense will be paid for from account 1010-202.00-804.000. A budget amendment is attached.

**IMPACT ON FACILITIES:**

Facilities will be the contract/project manager for this endeavor. Leadership of the department will be required to absorb this additional duty.

**IMPACT ON TECHNOLOGY:**

No impact on IT.

**CONFORMITY TO COUNTY PRIORITIES:**

The Board of County Commissioners have prioritized the long-term financial stability of Genesee County. In conducting this space study, the Board will be able to direct future resources in the most efficient manner as they continue to find ways to reduce costs while preserving a high level of service to residents.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, authorizes entering into an agreement between Genesee County and Hobbs + Black Architects, and appropriating a total amount of \$150,000.00 from account 1010-202.00-804.000, whereby the contractor will perform a space study (a copy of the memorandum request and supporting documents being on file with the official records of the June 11, 2025 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County after final approval by Corporation Counsel, and the Chief Financial Officer is directed to record the attached budget amendment.

**HOBBS + BLACK**  
ARCHITECTS



# **Space Study, Architectural & Engineering Services for New Court & Justice Center**

Genesee County | March 25, 2025





March 25, 2025

Rita Schubert  
Purchasing Manager  
Genesee County Purchasing Department  
1101 Beach Street, Room 361  
Flint, MI 48502

Re: #25-437 - Space Study, Architectural & Engineering Services for New Court & Justice Center

Dear Selection Committee:

Thank you for the opportunity to present our team's qualifications for the work outlined within your current proposal request. Based on our team's applicable work experience we will be able to bring pertinent insight and knowledge of how other municipalities have executed similar work and why they made certain decisions. This will assist the overall goals of the project team in evaluating design solutions and expedite the decision-making process. We further understand that every project is unique, and we will be tailoring our efforts to meet the expectations of the County and other key project team members.

Our highly qualified design team has significant experience working together with multiple stakeholders to build consensus pertaining to all the required components of this project. We attribute the successes of our work to our ability to carefully listen to our clients and stakeholders while providing the required professional expertise, which balances the realities of implementation and budgets. The team's design approach is based on crafting and testing design solutions, which explore the many elements pertaining to important design objectives, environmental sensitivity, value engineering, functionality, project safety, maintainability, code compliance, and most importantly budgets and timelines.

The Hobbs+Black Team Consultants:

- > **BKV Group**, a nationally recognized architectural firm, specializing in the design and implementation of Courthouses & Justice Centers. BKV is currently working on many projects in the State of Michigan as well as the City of Lansing Public Safety Project with our team. BKV will also be responsible for the structural engineering required for this project.
- > **Matrix Consulting Engineers, Inc.**, a mechanical and electrical engineering firm with extensive applicable municipal experience with our team.
- > **Commtech Design**, a firm that specializes in technology, security, and infrastructure design for municipal clients and is currently working on similar projects with our team.
- > **Fleis & Vandenbrink**, a civil & environmental engineering, surveying, landscape architectural and planning firm located in Genesee County that has completed many similar projects with the team.
- > **DCM Consulting**, selected specifically for their experience with Target Value Design practices and their regional knowledge of construction costs thereby allowing for accurate and early budget forecasting as well as peer review of the Construction Managers cost-modeling.

Your consideration is greatly appreciated.

Respectfully Submitted,



Martin Ruiter, RA, LEED AP  
Senior Vice President  
Hobbs+Black Architects





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**SIGNATURE PAGE**  
**GENESEE COUNTY RFP #25-437**  
**Space Study, Architectural & Engineering Services for New Court & Justice Center**

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda 1 & 2 issued as part of the RFP:

**Conflict of Interest:**

X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this bid.

OR

       The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Bid.

**Exceptions** to Solicitation and/or Standard Contract: NO        YES x (include attached statement)

Name (typed): Martin Ruiter

Signature:  Title: Senior Vice President

Date: March 13, 2025

Company: Hobbs+Black Architects

Federal Employee Identification Number (FEIN): 38-2029341

DUNS Number: 05-467-2449

**Contact Person of company representative for matters regarding this RFP**

Martin Ruiter	Principal in Charge		
CONTACT NAME	POSITION		
117 E Allegan Street	Lansing	MI	48933
MAILING ADDRESS	CITY	STATE	ZIP CODE
517.484.4870	517.464.1369	mruiter@hobbs-black.com	
PHONE	FAX	E-MAIL	

# GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

RFP: 25-437 – Space Study, Architectural & Engineering Services for New Court & Justice Center

Coverage Required	Limits (Figures denote minimums)
X 1. Workers Compensation	Statutory limits of Michigan
X 2. Employers' Liability	\$500,000 accidental/disease \$1,000,000 policy limit, disease Including Premises/Operations
X 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X 4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
X 6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
7. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI
X 8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
9. Other Insurance Required:	
X 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X 11. The Certificate must state proposal number and title 25-437	

## Insurance Agent's Statement

I have reviewed the requirements with the proposer named below. In addition:

\_\_\_\_\_ The above required policies carry the following deductibles:

\_\_\_\_\_

\_\_\_\_\_ Liability policies are \_\_\_\_\_ **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_  
Insurance Agent Signature

## Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Hobbs+Black Architects  
\_\_\_\_\_  
Contractor Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

\*See pg. 49 of Appendix A for Certificate of Insurance

## REFERENCES

List 3 references of similar projects

Submitted by: Hobbs+Black Architect

Company/Client:	Contacts:
City of Lansing	Name: Roy Plowman
	Title: Project Manager
	Phone: 517.231.0344
Dates of Service: Ongoing Since 2024	Email: roy.plowman@lansingmi.gov
	Address: 124 W. Michigan Avenue
	City, State: Lansing, MI 48933

Company/Client:	Contacts:
Genesee County Road Commission	Name: Randall Dellaposta
	Title: Deputy Managing Director
	Phone: 810.767.4920
Dates of Service: Ongoing Since 2015	Email: rdellaposta@gcrc.org
	Address: 211 W. Oakley Street
	City, State: Flint, MI 48503

Company/Client:	Contacts:
City of Warren	Name: Annette Gattari-Ross
	Title: Court Administrator / Magistrate
	Phone: 586.574.4928
Dates of Service: Ongoing Since 2024	Email: agattariross@37thdistrictcourt.org
	Address: 8300 Common Road
	City, State: Warren, MI 48093

## Statement of Exceptions

The Request for Proposal (RFP) #25-437 issued by Genesee County Purchasing (the “County”) for “Space Study, Architectural & Engineering Services for the New Court and Justice Center” includes standard (and additional) contract terms and conditions and a proposed Contract for Professional Services (the “Contract”). The RFP instructions request that the proposer identify exceptions to the foregoing. Those are set forth below. Hobbs+Black reserves the right to negotiate final contract terms and conditions should it be awarded the project.

- > All errors, omissions, and professional negligence shall be defined as a deviation from the Standard of Care. The Standard of Care for architects requires that they perform their services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Hobbs+Black takes exception to anything in the contract inconsistent with the foregoing. See, e.g., Article 6.
- > Hobbs+Black takes exception to any warranties provided under the Contract. Warranties are typically provided by contractors, not design professionals.
- > Hobbs+Black can agree to indemnify and hold the County harmless but only to the caused by the Hobbs+Black’s professional negligence and nothing in the Contract shall be interpreted to require Hobbs+Black to indemnify or hold the County harmless for its own or sole negligence. Hobbs+Black takes exception to anything inconsistent with this in the Contract. See, e.g., Articles 6 and 14.2.
- > Hobbs+Black takes exception to Article 11. Hobbs+Black will maintain ownership of its instruments of service but will grant the County a one-time, nonexclusive license to use the instruments of service in any way related to the project. The County will defend, indemnify, and hold harmless Hobbs+Black from any and all first-party and third-party claims in any way relating to the use of the instruments of service if the County uses them without retaining and employing Hobbs+Black as the Architect of Record.

# COST PROPOSAL FORM

## Space Study, Architectural & Engineering Services for New Court & Justice Center

PROJECT: RFP #25-437

Consultants are required to complete this form that represents the cost to provide services as requested in this RFP:

Cost: Space Study, design new court & justice center, administer the proposal and construction of center, and close out this project.

The undersigned proposer, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following proposal:

Phase	Provide Total Cost
Space Study	\$ 150,000
Design	\$ 3,934,700
Bid Administration	\$ 269,500
Construction Administration	\$ 1,078,000
Project Close Out	\$ 107,800
<b>Total Cost</b>	<b>\$ 5,540,000 +Reimbursables</b>

The undersigned proposer, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following proposal:

NAME OF PROPOSER: Hobbs+Black Architects

SERVICE ADDRESS: 117 E Allegan Street

CITY, STATE, ZIP: Lansing, MI 48933

CONTACT PHONE: 517.484.4870

CONTACT EMAIL: mruiiter@hobbs-black.com

\*Proposed fee is based on a project construction cost of \$90M - \$100M.

\*The final fee will be solidified with the final scope and budget per the following table:

**\$60M - \$70M = 6.25%**

**\$70M - \$80M = 6%**

**\$80M - \$90M = 5.75%**

**\$90M - \$100M = 5.5%**

**\$100M - \$110M = 5.25%**

**\$120M - \$130M = 5.0%**

**\$130M - \$140M = 4.75%**

**Anticipated Reimbursables Allowance:** \$125,000, not included in the proposed Total Cost.

**Additional Design Services not included in the proposed Total Cost:**

1. Hazardous Material and NESHAP survey fee = \$11,000.
2. Site Topo Survey = \$7,900.
3. FFE = \$125,000

**Scope of Work Exclusions:**

1. Geo-technical / Soil Borings.
2. Site Survey.
3. Traffic Studies.
4. Environmental work / services.
5. FFE





# Qualifications

Hobbs+Black will meet or exceed the requirements in Section 6 by providing a collaborative project management approach tailored to Genesee County's needs. A dedicated project manager will oversee all phases, including kickoff meetings, facility audits, site visits, scheduling, and workshops, ensuring expectations are met. The team will address zoning compliance, floodplain considerations, and environmental concerns, incorporating sustainable features like solar panels and stormwater management.

Leveraging extensive local experience, Hobbs+Black will proactively resolve challenges and deliver a functional, forward-thinking facility that aligns with community goals. Our work in Genesee County exemplifies this commitment, with notable projects including the Genesee County Road Commission Metro Garage Facility, Hurley Wound Care and Cath Lab Expansion at Hurley Medical Center, McLaren Regional Medical Center Renovations, and the City of Flint East Side Fire Station.

## Ordinance Understanding

The site will consist of four parcels located on the 900 block of S. Saginaw St. in downtown Flint. These parcels will be merged into one to accommodate the proposed Court and Justice Center. The block is currently zoned DC – Downtown Core, a district designed to support the high intensity and vibrancy of the downtown area. Flint's zoning code permits government facilities by right within this zone.

Our team will conduct a thorough ordinance and zoning analysis during the master planning and programming phase to identify and address any potential challenges, ensuring the project moves forward smoothly. The zoning code does not require minimum setbacks for the front and sides, with only a 20' minimum setback for the rear. This flexibility enables the building to be positioned along Saginaw St, enhancing the district's density while optimizing the site's design to accommodate the specific needs of the Court and Justice Center.

In alignment with the building element requirements, our team will focus on meeting both the design, safety, and program specifications necessary for a Court and Justice Center, while ensuring the building integrates seamlessly into Flint's downtown core. We will collaborate closely with Genesee County to adhere to the zoning ordinance's requirements and fulfill the programmatic needs of the Court and Justice Center.

For more information, please see pg. 50 in Appendix A.



# Schedule

The schedule below outlines the work sequentially. If a CMAR is hired, the schedule might adjust to issue a foundation / site infrastructure/ long lead items package at the end of the DD phase listed below. Subsequent work might then be split into two more packages, including superstructure / envelope as package 2, and interior build out as package 3. This approach will get construction started as early as the summer of 2026. The linear approach outlines our recommendation for the following timelines to complete the work given its complexity as we understand it:

- > Pre-Design: 4 Months (multiple committees, multiple courts, etc.)
- > SD: 3 Months
- > DD: 4 Months
- > CD: 5 Months

## Genesee Schedule

RFP Submission	3/25/2025
Project Award	5/1/2025
Contracting	5/5/2025 – 5/16/2025

## Phase 1 Space Study

<b>Project Initiation</b>	<b>(4 Months)</b>
Discovery	5/12/2025 – 5/30/2025
Kick Off Meeting	5/12/2025 – 5/16/2025
Establish Committees	5/22/2025
Visioning Workshop	5/22/2025 – 5/30/2025

## Needs Assessment

Existing Court Operations	6/2/2025 – 8/1/2025
Process Improvement	6/2/2025 – 6/13/2025
Facility Programming	6/2/2025 – 6/13/2025
Space Programming	6/23/2025 – 7/18/2025
Technology Planning	6/23/2025 – 7/18/2025
Procurement Options	7/21/2025 – 7/25/2025
Prepare Draft Report	7/21/2025 – 7/25/2025
Environmental Assess.	7/28/2025 – 8/1/2025
(Surveys, Geotechnical, etc.) This gets the site ready for work. During Phase 1.	6/2/2025 – 9/15/2025

## Conceptual Design

<b>Probable Cost</b>	<b>8/4/2025 – 8/29/2025</b>
<b>Draft Report</b>	<b>8/25/2025 – 8/29/2025</b>
<b>Presentation</b>	<b>9/2/2025 – 9/15/2025</b>
<b>County Review / Updates</b>	<b>9/17/2025</b>
<b>Final Report</b>	<b>9/17/2025 – 9/26/2025</b>
<b>County Approval</b>	<b>9/29/2025</b>

## Phase 2 Design

<b>Schematic Design</b>	<b>(3 Months)</b>
Plans, Elevations, Sections	9/30/2025 – 12/19/2025
System Selections	11/3/2025 – 12/6/2025
Security and Hardening	11/3/2025 – 12/19/2025
60% Schematic Design	11/17/2025 – 11/19/2025
QC Review	12/2/2025 – 12/5/2025
Cost Estimate	12/2/2025 – 12/13/2025
Issue Schematic Design	12/19/2025
Design Presentations	12/22/2025 – 12/23/2025
County Review / Approval	12/27/2025 – 12/30/2025

## Design Development

<b>(4 Months)</b>	
Systems Development	1/2/2026 – 5/1/2025
Specification Development	2/9/2026 – 3/6/2026
60% Design Development	3/9/2026 – 3/13/2025
90% Design Development	4/10/2026
QC Review	4/13/2026 – 4/20/2026
Develop Cost Estimate	4/10/2026 – 4/20/2026
Issue Design Development	4/24/2026
Presentations	4/27/2026
County Review / Approval	4/27/2026 – 5/1/2026

*This might include a CD / Bid for substructure / site infrastructure / long lead items in a CMAR driven multi-phase approach.*

## Construction Documents

<b>(5 Months)</b>	
CDs / System Detailing	5/4/2026 – 10/2/2026
Specifications	
Fixtures, Furniture, Equipment	
60% Construction Documents	7/27/2026 – 7/31/2026
90% Construction Documents	9/1/2026 – 9/4/2026
QC Review	9/7/2026 – 9/11/2026
Update Cost Estimate	9/7/2026 – 9/18/2026
Issue Construction Documents	9/30/2026
Presentations	10/1/2026 – 10/2/2026
County Review / Approval	10/5/2026 – 10/9/2026

*CDs might be split into two more bid packages in a CMAR driven delivery: superstructure / building envelope and interiors / finishes.*

## Phase 3 Bid Administration

<b>(2 Months)</b>	
Issue Bid Documents	10/13/2026
Issue For Permit Review	10/13/2026
Bid Period	10/13/2026 – 11/13/2026
Plan Review	10/13/2026 – 12/18/2026
Building Permit	12/18/2026

## Phase 4 Construction Administration

Construction Mobilization	2/1/2027 – 2/26/2027
Construction Start	3/1/2027

## Phase 5 Project Close Out



# 54A District Courthouse & Public Safety Center

City of Lansing | Lansing, MI



## Scope

New Complex

## Cost

Construction Cost: \$175M est.

## Size

Public Safety Bldg: 212,000 sf  
Fire Station #9 – 21,700 sf  
Fire Station #2 – 9,900 sf  
Fire Station #8 – 18,100 sf  
Fire Training – 19,500 sf  
Outbuilding – 20,000 sf

## Schedule

2023 (design)

2026, estimated (construction)

## Construction Manager

The Christman Company

## References

Dan Wisinski  
Owner's Representative,  
River Caddis Development  
517.812.9287  
dwisinski@rivercaddis.com

The 175MM project consists of seven construction projects on four different sites. The largest site with the most projects is located in the 2400 block of South Washington Avenue on land adjacent and north the South Washington Office Complex (SWOC) that newly acquired former McLaren Healthcare Corporation remote parking site. This 19.5-acre combined site will house separate buildings for the new Public Safety Building including the new 54A District Court with Court Administration and Probation Office, new Police Headquarters and lock-up, and a new Fire Administration and Fire Marshall's office. The large site will also include new Fire Station No. 9; new Fire Training Facility and Site; and a joint Police / Fire out-building housing large equipment, apparatus, and vehicles.

The modern court facility includes six technologically advanced jury courtrooms, Court Administration Offices, Probation Office, Offices for Michigan Indigent Defense, City Attorney Office, County Prosecutor's Office, Law Enforcement Waiting, Offices for Grant Program including Eviction Division and Domestic Violence, Clerk's Office, Jury Assembly, and interior parking for judges and senior staff. Of importance to the court is staff retention. Amenity spaces include a staff break room, quiet room, mother's room, exercise room with toilet / shower rooms, and a secure parking area separated from the public and incustody movement.



# MSP Grand Rapids Consolidation Project

Michigan Department of Technology, Management, & Budget (DTMB) | Walker, MI



Law Enforcement  
Design Awards 2021  
SILVER



## Scope

Capital outlay project to consolidate the MSP's Grand Rapids Forensic Lab, 6th District headquarters, and the Rockford Post

## Size

17 acre site  
310 parking spaces  
114,450 sf  
> 13,155 sf post  
> 19,128 sf district headquarters  
> 50,193 sf forensic lab  
> 17,833 sf common space

## Cost

\$57.35 million

## Reference:

Dawn Davis  
Facilities Specialist,  
Mgmt. Services  
Michigan State  
Police  
517.242.0621

The MSP Consolidation Project will play an integral role in meeting the strategic goals established by MSP for the area served by the Grand Rapids Forensic Lab, 6th District Headquarters, and the Rockford Post. The consolidation project will bring these units together into a single, modern law enforcement facility, thereby allowing MSP to realize administrative/staffing, operational, and functional efficiencies while decreasing the costs and administrative inefficiencies associated with maintaining and operating multiple dispersed aging facilities. The consolidation project will provide MSP the opportunity to better serve and provide leadership, innovation, facilitation, and program support in partnership with all the public and private organizations for the 2.2 million people currently directly served by these three MSP units, both now and through the foreseeable future.

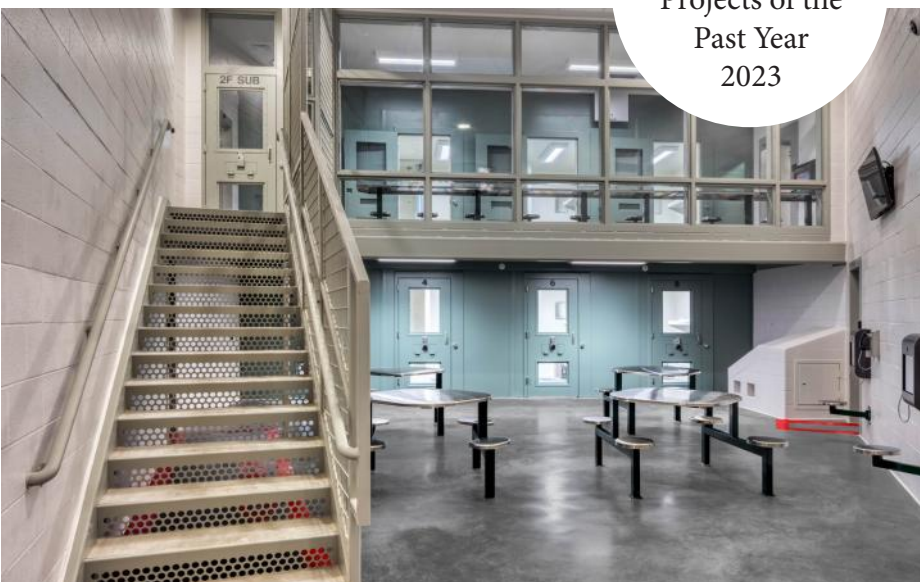


# Ingham County Justice Complex

Ingham County Building Authority | Mason, MI



**CAM**  
12 Outstanding  
Projects of the  
Past Year  
2023



## Scope

New Justice Complex (400-Bed Jail)

## Cost

Construction Cost: \$70.25M

## Size

180,000 sf, 3-story, 416-beds Jail, Sheriff's Office, 3-courtrooms

## Schedule

August 2019 – February 2023  
2021 (design)  
2023(construction)

## Awards

CAM Magazine's October 2023 Special Issue - 12 Outstanding Projects of the Past Year

## Construction Manager

Granger Construction Company

## References

Kramer Management Group, Inc.  
Tom Shanley  
Owner's Representative  
Tom.Shanley@KramerMG.com  
810.624.0953

The 169,500 SF Ingham County Justice Complex houses the 55th District Court and Sheriff's Office & Jail on the existing site. Designed with a timeless contemporary exterior, it maximizes daylight for staff and encourages collaboration. Security features include CPTED principles, secure staff parking, cameras, lighting, and low-maintenance landscaping.

The Sheriff's Office spans four stories. The lower level includes secure parking access, shared spaces like roll call, locker rooms, laundry, fitness, and fast-access patrol areas. It also connects directly to jail posts. The fourth level features training spaces, including divisible classrooms and a tactical training room, supporting ongoing staff development and operational efficiency.



# Warren 37th District Courthouse

City of Warren | Warren, MI



## Scope

New Courthouse

## Cost

Budget: \$80M

## Size

114,000 SF, 3-story,  
6-courtrooms

## Schedule

Design (Est. 2025)

Construction (Est. 2026)

## Construction Manager

CM has not been selected yet

## References

Annette Gattari-Ross  
Court Administrator / Magistrate  
agattariross@37th  
districtcourt.org  
586.574.4928

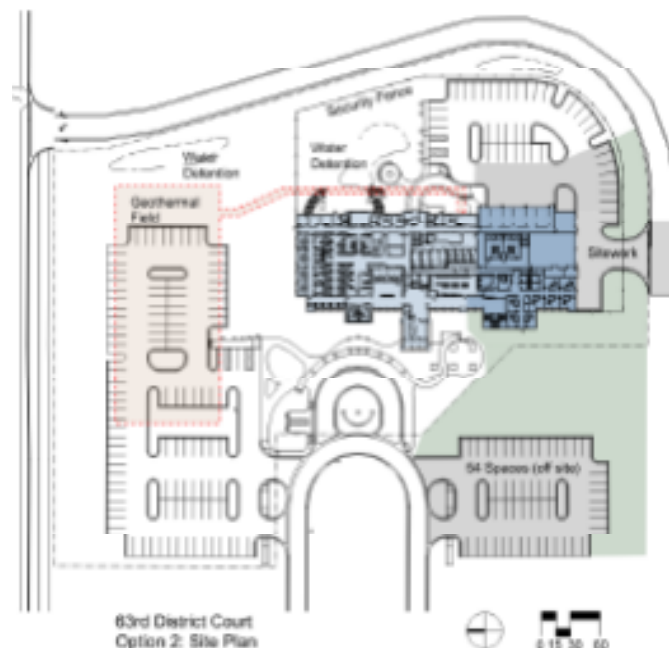
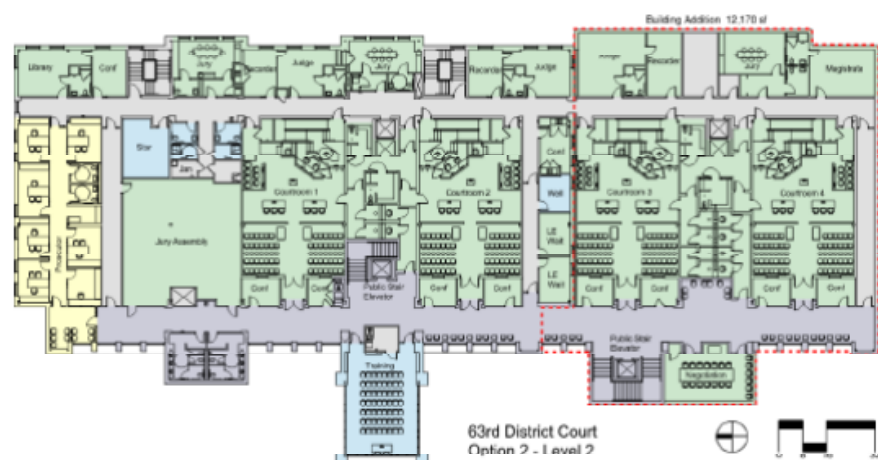
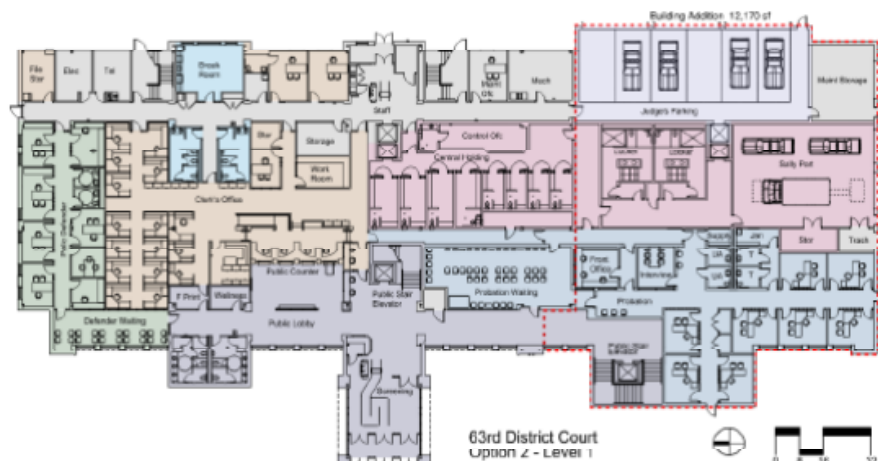
The 37th District Courthouse, built in the 1970s, lacks security, operational space, and proper separation for public, staff, and inmates. Its outdated design fails to reflect the dignity of a courthouse. To address this, city leaders approved a new courthouse on the same site while maintaining operations.

The new building wraps around the existing courthouse, with an entrance aligned with the police station and parking structure. A closed road enhances security and provides a logical drop-off. Once completed, the old courthouse will be demolished for new public space.

The landscape design blends security, sustainability, and aesthetics, featuring green infrastructure, a wet prairie, and a water feature symbolizing justice. Art and sculpture create focal points for reflection, while universal accessibility ensures an inclusive, welcoming environment for all visitors..

# Kent County 63rd District Court Study

Kent County | Grand Rapids, MI



## Scope

## Courthouse Study

### Cost

Budget: \$30-35M

## Schedule

Study (February 2025)

## References

Tim Bradshaw  
Facilities Management  
Director  
Tim.bradshaw@kentcountymt.  
gov  
616.632.7603

Kent County engaged BKV Group to develop a comprehensive Facility Master Plan for the 63rd District Court to address both immediate challenges and long-term growth objectives. The planning effort focused on enhancing court operations through process improvements, accommodating a third judgeship, and providing secure in-custody access and holding for all courtrooms. In addition, the plan prioritized upgrades to security systems, technology infrastructure, public-facing service areas, and incorporated an in-depth analysis of current and future space needs—all while balancing cost-effectiveness with strategic planning principles.

BKV Group explored five distinct facility options during the planning phase. Two options were identified as the most viable and efficient to meet the Court's operational, security, and service delivery goals. These included both a cost-conscious approach with targeted renovations and a more comprehensive solution to fully modernize and expand the facility.

The final master plan report provided:

- > A detailed space program and site area requirements for expansion.
- > Conceptual building and site layouts to illustrate phased development strategies.
- > A clear implementation roadmap with phased construction recommendations and associated cost estimates to guide Kent County's long-term capital improvement planning.



# Wright County Justice Center

Wright County | Buffalo, MN



Recognition  
from the  
Minnesota Supreme  
Court



## Scope

New Justice Complex

## Cost

Construction Cost: \$41.86M

## Size

155,000 SF, 4-story, 9-courtrooms

## Schedule

Design (February 2018)

Construction (June 2021)

## Construction Manager

Contegritty Group

## References

Contegritty Group

Pete Filippi

Project Manager

p: 320.639.1953

e: [pete@contegrittygroup.com](mailto:pete@contegrittygroup.com)

## Awards

2020 ABC MN/SD – Electrical  
Commercial Division - Excellence  
in Construction - Eagle Award  
(Willmar Electric Honoree)

Recognition from the Minnesota  
Supreme Court - "celebrated the  
judicial infrastructure despite  
pandemic-related delays."

19

The new 155,000 SF Wright County Justice Center is co-located with the Law Enforcement Center and jail for secure inmate transfer. It features nine advanced courtrooms, including a Mass Calendar Court, Multi-Party/Family Court, In-Custody Courtroom, and Grand Jury Court. The facility houses Court Administration, Probation, a Law Library, the County Attorney, and Jury Assembly.

Designed for security and efficiency, the courthouse includes full security screening, secure staff circulation, and direct holding access to all courtrooms. Central holding features group cells, a raised control station, inmate elevators, and secure visitation spaces. A direct corridor to the jail ensures inmate transfers remain separate from staff and public areas. Thoughtful design elements prioritize natural light and staff collaboration, making it a model for modern courthouse design.

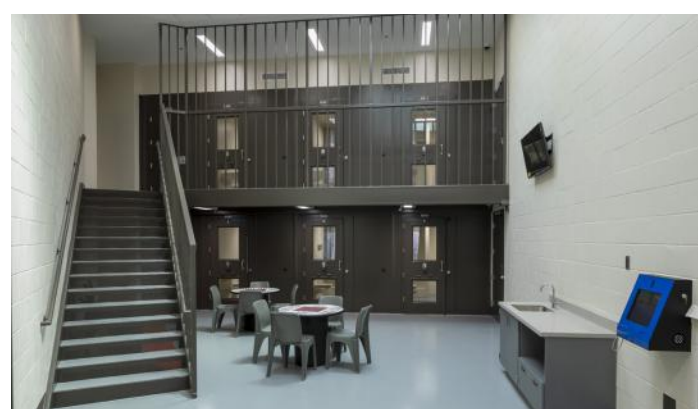


# Le Sueur County Justice Center

Le Sueur County | Le Center, MN



**OFFICER**  
Gold Public Safety  
Centers Award  
2020



## Scope

New Justice Complex

## Cost

Construction Cost: \$31.11M

## Size

93,768 GSF, 80-bed Jail,  
Sheriff's Office, 3-courtrooms

## Schedule

Design (February 2018)  
Construction (September 2019)

## Contractor

Adolfson & Peterson  
Construction

## References

Darrell Pettis  
Previous County Administrator  
Pettis2011@gmail.com

Steven Rohlfig  
County Commissioner -  
District 5  
507.317.5095  
[rohrfig@co.le-sueur.mn.us](mailto:rohrfig@co.le-sueur.mn.us)

## Awards

2020 Officer Magazine Law  
Enforcement Design Awards,  
Gold Public Safety Centers  
Award

To address the expansion needs of the historic courthouse, annex, and jail, the County built a new 94,000 SF justice facility nearby. It houses Courts, the Sheriff's Department, Probation, County Attorney, Public Defender, Victim Witness Services, Court Administration, Judicial Support, EOC, 911 Center, Law Enforcement Garage, and an 80-bed Jail.

The jail features separate vehicular flows for staff, inmates, services, and the public, with core services for programs, dining, laundry, and work release. Judicial circulation is separated from the public, with secure inmate transport to courtrooms via elevators. Public access includes full security screening.

The modern design reflects transparency while incorporating local Kasota Stone to complement the historic courthouse. Core jail services are positioned for future expansion, and the project enables phased remodeling of the existing courthouse.

# 150+ Justice Facilities

## Current Project in Design or Construction

- Pennington County Jail Addition & Remodeling, Rapid City, South Dakota (design)
- Scott County Jail Rail Project, Phase 2, Shakopee, MN (design)
- Cook County Law Enforcement Center, Grand Marais, MN (design)
- Montgomery County Diversion Center, Rockville Maryland (design)
- Fillmore County Jail Addition & Sheriff's Office Remodeling, Preston MN (construction)
- St. Croix County Rail Project, Hudson, WI (construction)
- Hubbard County Jail Remodeling, MN (construction)

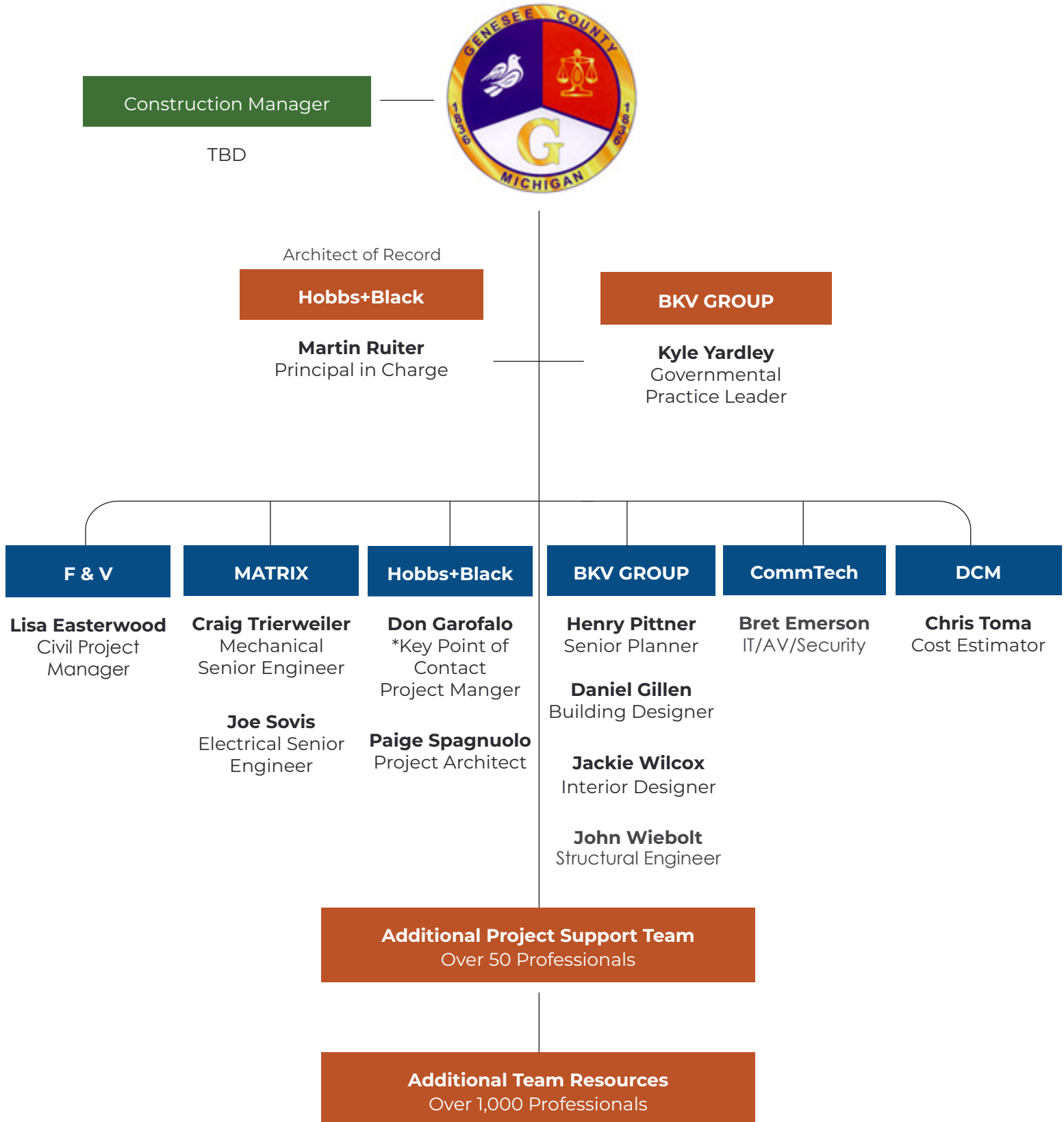
**Full Project List** • Aitkin County Government Center, Jail Study, Aitkin, MN • Aitkin County Jail/LEC and Courthouse Expansion, Aitkin, MN • Alpena County Sheriff's Office & Jail, New Facility, Alpena, MI • Anoka County Juvenile Detention Water Service, Anoka County, MN • Arapahoe Residence Center, Community Corrections Facility Assessment, Littleton, CO • Bayfield County, Security and Space Needs Study, Bayfield, WI • Becker County Law Enforcement Center, Addition and Remodel, Detroit Lake, MN • Bedford Municipal Center, New Facility, Bedford, OH • Beltrami County Jail Consultant Master Plan, MN • Benton County Jail, Foley, MN • Brookings County Detention Center Study & Addition, Brookings, SD • Bureau County Law Enforcement Center, Sheriff's Office & Jail Renovation, Princeton, IL • Carlton County Master Planning, Carlton, MN • Carver County & Scott County New Dispatch / 911 Feasibility Study • Codington County Justice Center Study, Watertown, SD • Dakota County Law Enforcement Center Needs Assessment, Hastings, MN • Dakota County Entry Plaza Renovation, Dakota County, MN • Dane County Courthouse, Dane County, WI • Douglas County Jail Study, Tuscola, IL • Freeborn County Government Center, Master Plan, Study, Addition & Remodeling, Albert Lea, MN • Fillmore County Jail Pre-Design, Preston, MN • Harlan County Judicial Center, Master Plan, Remodeling & Renovation, Harlan, KY • Heartland Girls' Ranch, Community Corrections Facility, New Facility, Benson, MN • Hennepin County Probate/Mental Health Court Remodeling, Minneapolis, MN • Hennepin County Drug Court Remodeling Phases 1 & 2, Minneapolis, MN • Hennepin County, Adult Correctional Facility Men's Building Window Study, Minneapolis, MN • Hennepin County, Adult Correctional Facility Women's & Work Release Exterior Envelope Study, Minneapolis, MN • Ingham County Justice Center, Mason, MI • Isanti Law Enforcement Center, Needs Assessment Study and Jail Expansion, Cambridge, MN • Kalkaska County Jail Study, Kalkaska, MI • Kent County 63rd District Court Facility & Space Needs Study, Grand Rapids, MI • Lake County Courthouse, Facility Master Plan, Lake County, OH • Le Sueur County Justice Center, New Facility, Le Center, MN • Leech Lake Band of Ojibwe Justice Center, Cass Lake, MN • Mahnommen County Joint Public Safety Facility Feasibility Study, Mahnommen, MN • Mille Lacs County Jail, Jail Assessment and Expansion Concepting, Milaca, MN • Minnehaha Juvenile Regional Detention Center, Needs Assessment and Master Plan, Sioux Falls, SD • Minnesota Correctional Facility, Remote Security Locking, Faribault, MN • Minnesota Correctional Facility, Cottage Unit and Warden's Residence, Needs Assessment, Red Wing, MN • Minnesota Correctional Facility, Supportive Mental Health Living Unit, Red Wing, MN • Minnesota Correctional Facility, Independent Living Unit Needs Assessment Study, Red Wing, MN • Minnesota Correctional Facility, Unit "D" and Segregational Unit Modifications, St. Cloud, MN • Minnesota Correctional Facility, Kitchen Equipment, St. Cloud, MN • Nicollet County Courthouse, Study and Master Plan, Nicollet County, MN • Nye County Justice Facility, Nye County, NV • Olmsted County Health and Human Services Office Building, Rochester, MN • Olmsted County 2118 Building Remodel & New DNR Building, Rochester, MN • Olmsted County Government Center Justice Systems Remodeling, Rochester, MN • Parma Justice Center, New Facility, Parma, OH • Pennington County Jail, Needs Assessment and Master Plan, Rapid City, SD • Pennington County Juvenile Detention Center, Needs Assessment and Master Plan, Rapid City, SD • Pennington County Jail Facility Needs Assessment Study, Rapid City, SD • Pennington County Work Release Facility, Needs Assessment and Master Plan, Rapid City, SD • Pennington County Justice Center, Study and New Construction, Thief River Falls, MN • Pine County Justice Center, Needs Assessment & New Facility, Pine City, MN • Pine County Jail Study, Pine City, MN • Pope County LEC/Government Center Master Plan & Needs Assessment, Glenwood, MN • Ramsey County Correctional Facility, Predesign Master Planning Study, Maplewood, MN • Scott County Government/Justice Center, Space Needs Assessment Study, Shakopee, MN • Scott County Jail Dayroom Remodeling, Shakopee, MN • Stearns County Jail, Law Enforcement Center, & Court Assessment and Master Plan, St. Cloud, MN • St Croix County Dayroom Railing Improvements, Hudson, WI • St. Louis County Jail Study, Duluth, MN • Todd County Law Enforcement Center, Addition and Remodel, Long Prairie, MN • Volunteers of America, Juvenile Supportive Services, Needs Assessment and Master Planning, Sioux Falls, SD • Wadena Courthouse Planning & Remodeling, Wadena, MN • Washburn County Government Center, Condition Assessment, Washburn County, WI • Waseca County Justice Center Study, Waseca, MN • West Central Treatment and Correctional Center, Pre-design, Fergus Falls, MN • Winona County Courts Remodeling, Winona, MN • Winona County Jail, Master Plan, Winona, MN • Youthtrack Juvenile Facility, Community Corrections Facility Assessment, Morrison, CO





# Organizational Chart

## Key Project Team Members



## Current Work Assignments & Contractual Obligations:

While Hobbs+Black maintains a significant number of large commissions, projects are continuing to be completed, making room for new assignments. We are careful to only take on commissions for which we have the resources to commit in order to complete our projects within our clients' schedules and at the degree of service our clients have come to expect. In addition, the Project Principal for this project, Martin Ruiter can allocate the necessary resources to ensure the project is completed on-time and on-budget.

PRESENT WORKLOAD			
Team Member	Project Name	% of Completion	Completion Date
Martin Ruiter	Tower on Grand	12%	Early 2025
	Capitol Tower	5%	March 2025
	City of Lansing Public Safety Project	50%	January 2027
	City of Livonia Police Department	2%	2027
	Saginaw County Road Commission	90%	February 2025
Don Garofalo	Livonia Police Department - New Facility	5%	June 2027
	Houston Galleria	75%	November 2025
	Coconut Point - Nordstrom Rack Shell Space	75%	August 2025
	DNR Northern & Southern Hatcheries	50%	April 2026
	Marshall Gardens - 100 Single Family Units	10%	December 26
	McLaren West Lansing - New Medical Building	65%	November 25
Paige Spagnuolo	City of Lansing Public Safety Complex	50%	December 2026
	COL North and South Storage Buildings	15%	January 2026
	COL FS8	5%	November 2026
	MSP Bridgeport	95%	April 2025
	Quality Dairy	30%	April 2025
	Meridian Township	70%	February 2026

PRESENT WORKLOAD			
Team Member	Project Name	% of Completion	Completion Date
Kyle Yardley, AIA, LEED AP	Lansing Public Safety Center, MI	50%	August 2025
	Trenton Fire & Police New Stations, MI	5%	April 2027
	Wilmette Fire Station Study, IL	10%	October 2025
	Goshen South Fire Station, IN	45%	May 2026
	Pennington County Jail, SD	40%	April 2027
	Fernley Fire & Emergency Response Facility, NV	45%	July 2026
Henry Pittner, AIA	Lansing Public Safety Center, MI	50%	May 2025
	Warren 37th District Court, MI	40%	May 2025
	Pennington County Jail, SD	40%	May 2025
John Wiebolt, PE	Banner Willow Avenue Apartments, IL	75%	July 2026
	Dial 901 S Street, NE	65%	May 2027
	Goshen South Fire Station, IN	45%	May 2026
	Landmark Wood Street, IN	60%	July 2027
	Dominium Various Projects, TX	N/A	Ongoing
Jackie Wilcox, AIA, LEED AP	Grand Blanc New Fire Station & Public Works, MI	70%	November 2025
	Trenton Fire & Police New Stations, MI	5%	April 2027
	Goshen South Fire Station, IN	45%	May 2026
	Skokie Village Hall Renovation Master Plan, IL	70%	May 2025
	Interiors Executive Oversight	N/A	N/A
Joe Sovis	University of Michigan Credit Union	0%	December 2026
	Lansing Community College - West Campus Cyber Security	65%	December 2025
	City of Lansing Public Safety Building	80%	December 2026
	Mackinaw City Public Schools - Addition	95%	December 2025
	Ionia Correctional Facility - Water Softener and Piping Upgrades	0%	December 2025
	MDOC Northern Region Training Facility	60%	June 2026
Brent Huhn	Romney Perimeter Heat & Plumbing Upgrades	90%	December 2025
	Carson City Correctional Facility East Side Boilers	85%	October 2025
	City of Lansing Public Safety Building	80%	December 2026
	Mackinaw City Public Schools - Addition	95%	December 2025
	Ionia Correctional Facility – Water Softener and Piping Upgrades	0%	December 2025
	MDOC Northern Region Training Facility	60%	June 2026
	Alpena Combat Readiness Training Center – Building Repairs	30%	October 2025

# Demonstration of Financial Stability

Hobbs+Black Associates, Inc.			<b>DRAFT</b>	
Operating Statement		For the year ending <u>October 31, 2023</u>	For TWELVE Months ending <u>October 31, 2024</u>	
		<u>Internally prepared</u>	<u>Internally prepared</u>	
Professional Fees		10,834,075	\$ 19,384,277	
Additional Consulting Engineer Fees		4,629,456	6,272,945	
Reimbursable Expense Fees		<u>97,959</u>	<u>292,085</u>	
Total Revenues		15,561,490	25,949,307	
Direct Expenses:				
Salaries		2,946,463	3,862,921	
Consultants--part of Prof. Fees		3,784,423	7,913,783	
Additional Consulting Engineer Cost		4,682,734	6,303,411	
Non Reimbursable Expenses		15,996	81,700	
Reimbursable Expenses		<u>68,782</u>	<u>273,852</u>	
Total Direct Expenses		<u>11,498,398</u>	<u>18,435,667</u>	
Gross Profit		<u>4,063,092</u>	<u>7,513,640</u>	
Indirect Expenses:				
Salaries		1,631,505	1,818,917	
Employee Benefits-excluding pension		1,401,901	1,780,228	
Employee Benefits--pension cost		-	-	
Office Expenses--Rent		459,910	508,582	
Office Expenses--Other		625,949	855,383	
Business Expenses		223,155	239,595	
Insurance		154,660	221,008	
Other Admin		382,471	275,516	
Bad Debt		32,148	137,432	
Depreciation		42,512	6,450	
Interest, local and property taxes, other		48,095	48,661	
Federal, state and local Income taxes		(187,650)	91,184	
Total Indirect Expenses		<u>4,814,657</u>	<u>5,982,956</u>	
Net Income (Loss), GAAP accrual basis		<u>\$ (751,565)</u>	<u>\$ * 1,530,684</u>	
<b>*Before CPA Adjustments</b>				



# Statement of the Project

## PROJECT UNDERSTANDING

Genesee County seeks qualified firms to conduct a space study and provide architectural services for the planning, design, and construction administration of a new Court & Justice Center at 914 Harrison St, Flint, MI. The county has not selected a construction procurement method for the project and is open to all options.

The new facility will consolidate the 67th District Courts including the existing courthouses in Flint, Mt. Morris, Grand Blanc, Flushing, Burton, Davison, Fenton, and offices of the Genesee County Prosecutor's Office, Public Defender's Office, Community Corrections Offices, and Friend of the Court into a single, centralized location to enhance operational efficiency. The selected site, a county-owned County block, currently houses a parking area and Motor Pool Facilities. The County envisions a 130,000–150,000 square-foot facility (or as determined by the study) spanning the entire block, bordered by Harrison, Saginaw, Court, and Fifth Streets.

## APPROACH

We have an innovative plan to combine and improve Genesee County's 67th District Court facilities and operations. This plan features a modern design that saves energy, uses the latest technology, enhances customer service, and updates court processes. The design focuses on health, wellness, functionality, durability, sustainability, and high quality in every aspect.

**Our management plan is simple** - we understand that we are joining YOUR team – and we will work to seamlessly with you in a collaborative, thoughtful, and well-integrated approach. We know that great projects result only when our professionals and capabilities are blended with the expertise of your professionals and leaders into a combined Team.

**Our approach is to address**, solve and deliver innovative solutions to the 67th District Court's unique issues through a creative, and research-focused approach resulting in an outstanding project. Benefits to our approach include:

- > Our process starts with a visioning – goal-setting workshop.
- > We'll incorporate applicable Standards and Guidelines, but look at Best Practices to guide efficiency, optimal relationships and flows.
- > Our process will develop the statement of needs using multiple techniques and viewpoints. We'll look at the project: a) From a top-down perspective (judicial officers, administrators, and lead agency staff) and from the working staff level (bottom-up); and b) Inside-out and outside-in, from the viewpoint of the judiciary and staff, and from the viewpoint of the citizens through use of attorney and citizen surveys and focus groups.
- > We will bring you information and ideas based on proven Evidence-Based Best Practices – and ideas that have been tested and proven in other projects in Michigan and nationwide. We will work with best practices supported by your Court and the Administrative Office the Courts, and help the Courts and agencies achieve improved operational and special efficiency through a) Improved functional flows, b) Consolidations and co-locations where appropriate, c) Integration of and support for accessible and appropriate advanced technologies to reduce the use of paper and support appropriate use of video and audio technologies.
- > Recognizes both the standard and unique needs of each group and courts. With recent experience on District Court projects in Lansing, Ingham County, and Kent County, we are aware of the current and unique challenges and needs of the courts and users involved in the District Courts, County Prosecutor's Office, County Public Defender's Office, County Corrections Offices, and the Friend of the Court. We understand that appropriate facilities for the 67th District Court will need to be designed to naturally respond to very different facility users with different experience levels with the court and justice system, and the court operational areas will need to be designed to support current technologies, e-filing, and flexible use of audio-video technologies.





- > Multi-disciplinary team and approach, with special expertise in security and safety, and special expertise in district courts, family courts, court technology, and advanced technology for post-COVID court and public building design, including incorporation of appropriate spaces for victims and witnesses.
- > Experienced and expert professional leaders, with experience together on previous major courthouses in multiple states and jurisdictions, including shared experience on District Court projects in Michigan.
- > Experienced, creative and innovative conceptual design team. Our team prepares options quickly, and we test basic concepts and are willing to look at options, and investigate energy-efficient, durable, cost-effective alternatives that may best fit your needs.
- > Our workplan features a regular rhythm of workshops, meetings and presentations at all levels, to maximize participation, communication and input but limit and manage disruption of day-to-day activities of the courts, agencies and users. Additionally, we schedule special workshops with citizens and attorneys to uncover other ideas and needs. If you desire community and attorney input, we use simple, general surveys to ask users what works and what could be improved, and we convene follow-up focus groups to hear attitudes regarding possible features that would help improve operations and services. Our approach provides information for decision-makers to see and understand features that could be beneficial before spending valuable time and resources on design and construction.
- > Deep awareness of the possibilities of providing a facility that helps restore and lift users and staff – with indoor-outdoors spaces that help restore people, and calm public users of the building, victims, and family members, respecting different attitudes and cultures, recognizing the differences in how the facility is used and the “speeds of use” of the facility (recognizing that infrequent and first-time visitors need time to see and understand where to go, and how to move through the facility) while meeting the needs of the experienced facility users -- day-to-day staff, attorneys, and professionals – in their use of the facility.
- > Inclusive of the Michigan Justice for All Commission Findings – the Welcoming Courthouse Guidelines and Promise of Procedural Fairness – providing court facilities “where court users ...
  - Are greeted without judgment; and treated with dignity and respect.
  - Can have their legal needs met and addressed.
  - Can navigate the courthouse easily.
  - Can receive additional community resources and referrals.
  - Can understand the outcome of their court proceeding and next steps.”

## TARGET VALUE DESIGN

We are excited to present our proposal to contribute to the successful execution of this transformative project. The proposed facility will further elevate Flint’s vibrant downtown. It is essential that the design of the facility respects the area’s historic character, blending modern innovation with Flint’s legacy as the “Vehicle City”.

Our team will implement Target Value Design (TVD) to ensure the facility is delivered within budget while maximizing stakeholder value. Early collaboration with Genesee Counties representatives and stakeholders will establish key performance goals, cost targets, and priorities. Using lean principles, we will refine design solutions to optimize materials, systems, and space efficiency, managing trade-offs through iterative feedback and cost modeling to balance educational, sustainability, and technological needs.

Target Value Design sets project goals alongside pricing to help Genesee County make informed decisions. This approach ensures that neither Genesee County nor the project team will need to revisit or value-engineer elements later in the process. The budget and scope are established in collaboration with the design team’s drawings. Additionally, this method offers a more efficient delivery, as the price, program, and design are all finalized well before the project moves forward.

DCM Consulting, an experienced third-party estimator in Southeast Michigan, will provide cost estimating services to ensure financial feasibility and budget alignment. Their approach includes early conceptual estimating, detailed cost analysis at key design milestones, and real-time cost feedback to optimize materials, construction methods, and value engineering. By integrating market data, risk assessment, and life-cycle cost analysis, DCM will help maintain budget discipline while preserving design intent. Their proactive cost control strategy will support Genesee County’s financial planning, which in turn will ensure the creation of a cost effective and high-quality courthouse facility.



**Our Needs-Assessment Process** is survey and workshop-based, and brings the benefits of multi-media tools and products including “white papers” on key issues and operational options, 2D drawings, 3D walk-throughs, physical models, tours, and full-size mock-ups to allow the Team to collaboratively review workflows, sightlines, operations and design details. In initial meetings with you we will confirm likely user counts, verify current and anticipated caseloads, and verify anticipated public and staff / judicial officer counts to be accommodated. We will confirm functional flows, key relationships, and options / opportunities for improvements. Workshops are sequential and forward-moving, the result of each workshop will be to achieve and approve the work as we move forward.

We have anticipated the scope of work required to meet the overall objectives of the project as stated in the RFP. The following narrative describes the scope of work in detail. The project will include the following major components:

## **0. Program Management**

### **1. Needs Assessment / Space Study**

- Project Initiation
- Needs Assessment
- Concept Designs
- Final Documentation
- Project Approval

### **2. Design Phase**

- Schematic Design
- Design Development
- Construction Documents

### **3. Bid Administration**

### **4. Construction Administration**

### **5. Project Close-out**

## **0. PROGRAM MANAGEMENT**

Hobbs+Black will hold the contract, hold contracts for the consultants, and bill the client monthly.

Hobbs+Black will serve as the Program Manager for the project. Their role on the project is operational as the team is responsible for planning, governance, and for overseeing the successful delivery of the program’s output/products while handling the day-to-day client and communications. The “program” consists of the programming, planning, design, bidding, construction administration and close-out.

Tasks include:

- > Daily program management throughout the program life cycle.
- > Defining the program governance (controls).
- > Planning the overall program and monitoring the progress.
- > Managing risks and issues and taking corrective measurements.
- > Coordinating the projects and their interdependencies.
- > Managing and utilizing resources across the projects.
- > Managing client and stakeholders’ communication.
- > Managing a Quality Assurance program.
- > Foster collaboration among project teams and stakeholders.

- > Monitor overall program performance and progress.
- > Managing the main program documentations such as the program initiation document.
- > Monthly project update report to the Client.
- > Responsible for day-to-day coordination of the specialty consultants, monitoring progress, schedule, deliverables, and quality control.

## **PROJECT INITIATION**

Activities conducted during the project initiation stage prepare the way for the balance of the project. It is a time when working relationships are established, lines of communication developed, critical information identified and collected, the fundamental process of participant input created, and the projects management structure finalized and made operational. The following sub-tasks are anticipated:

### **Establish Committees and conduct initial meetings.**

It is common on projects of this magnitude to utilize committees to provide input to the consulting team, to serve as a forum for discussion of issues and solutions and as advisory panels to the key decision makers. The committees also serve as an important link in the network of communication that is necessary for project success and needed to promote consensus on difficult decisions. These committees would be developed at the outset of the project and an initial meeting conducted to familiarize members with the project, its goals and objectives, and their respective roles and responsibilities.

The following is proposed list of committees, subcommittees, and workshop group that we are recommending. Other work groups could be used / formed as needed, depending on specific needs of the client.

### Committees

- > Executive Committee – key group of 4-5 from the Project Steering Committee (or the “Stakeholder’s Committee” or the “Steering Committee”), used as needed to help guide major decisions and to communicate with leadership of the County.
- > Project Steering Committee – key representatives from the 67th District Court, agencies including the Genesee County Prosecutor’s Office, Public Defender’s Office, Community Corrections Offices, and Friend of the Court, and a county representative. This group will conduct regular meetings and serve as the point for regular communication between the Planning / Design Team and the respective user / stakeholder groups including the Courts, County agencies, outside service providers, and representatives of unions.

### Project Subcommittees

Established to be used in initial planning and will be likely to stay involved through later design phases to assist in communication and continuity of planning and design, as drawings, specification and additional details and systems are incorporated into the project.

- > Parking Committee – tasked with reviewing parking counts, planned provisions for standard and special (accessible and other) parking and vehicular site development for the judiciary, other

elected / appointed officials, law enforcement staff and vehicles, staff vehicle parking for employees that require use of vehicles for their daily activities, attorneys, witnesses, victims, general public, jurors (including sequestered jurors), emergency vehicle provisions and access, in-custody movement (juveniles and adults), service vehicles access and parking.

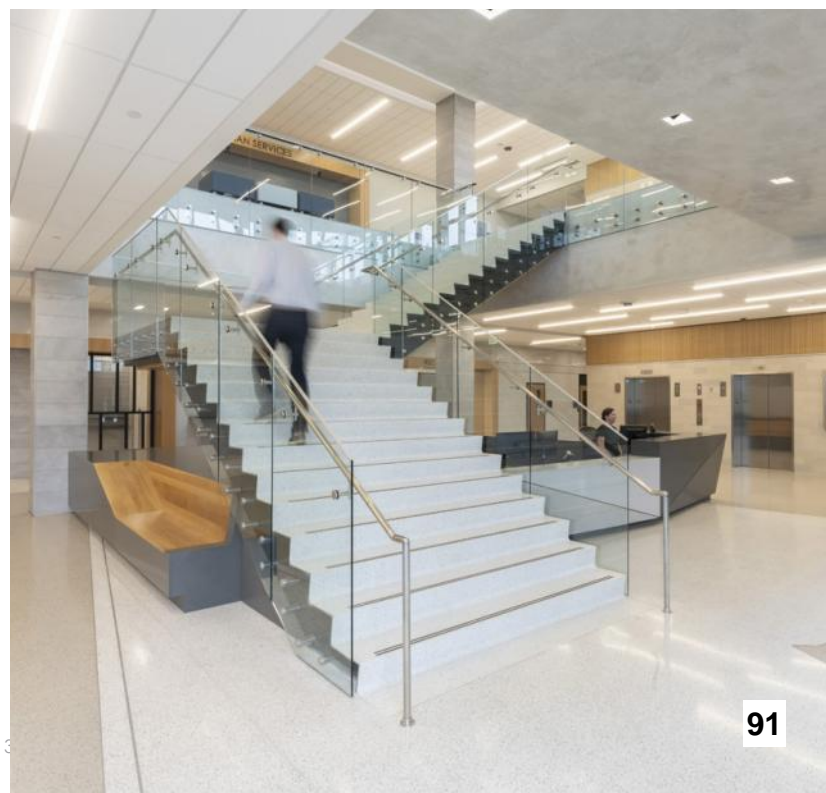
- > Courts Committee (includes key representatives of the judiciary and court administration). Will attend workshops regarding courtroom design, preferred court “sets” and court floor organization, and will discuss relationships of the chambers to the courtrooms and hearing rooms, conference rooms, special provisions for the problem-solving court(s), use of hearing rooms, and special provisions in the courts for technology (audio-video systems, provision and use of “zoom rooms”, and so forth). This committee will consider the general direction of planning, specific and unique needs of the specific functions and judicial, staff, and public users of the civil courts, family courts, probate courts, juvenile courts, and the major functions of the District Courts.
- > Support Services Committee – tasked with reviewing current and planned services and service distribution for court and agency support in the building and on the campus, including food services, standard and period / specialized mail and package delivery, regular and non-standard supplies, filtered water (or delivered water), office equipment, shared and assigned copiers / multifunction machines and equipment, shredders, general and specialized furniture, standard and electronic signage and wayfinding systems, and much more. A subsection of this group would be responsible for coordination and review of storage, building support spaces and planning (elevator / conveyance systems, plumbing, HVAC systems, electrical systems, etc.) and will coordinate with the security committee for review of architectural planning-zoning, barriers, electronic systems, and staff / staff access and movement.
- > Security Committee – tasked with reviewing and implementing the Michigan Security Guidelines, presenting and confirming other requirements and needs as outlined in national and example best-practice planning guides (USMS, National Sheriff’s Association, National Center for State Courts, other national and international best-practice examples). This committee will review overall planning for separate zoning and circulation for public, private, and in-custody movement, location and features of standard access and vertical conveyance for service circulation (which also could be used for secondary support for impaneled juror movement), provisions of zoned security (secure areas within secured areas) for law enforcement staff, collection and handling of cash and payments, weapons screening, design of specific security staff assembly and mobilization areas for standard and emergency response, provisions for in-custody holding and control centers for adults, juveniles, special holds (high security, special accommodations, persons arrested at court, etc.).

### Work Groups

Groups probably will be convened twice during initial planning, but specific needs will be coordinated through small groups during later design phases.

- > Technology Work Group – tasked with identifying and reviewing / approving planning for special systems and provisions throughout the building(s) and complex, including coordination with agencies, courts, county, city, and service providers and the Security Committee regarding service capacities and back-ups / redundancy or systems and equipment related to: lighting, lighting control, audio-video conferencing, local and building- or site-wide addressable paging, general and special IP distribution (wired and wireless), building and IP system infrastructure (including service provisions (multiple pathways and redundancy, grounding and bonding, required separations and linkages to existing and proposed systems), low voltage security systems including duress alarms, cellular services (public, non-public) and cell-service repeaters and digital antenna systems, security communication systems (wired, wireless, in- and outside security zones), security control and communication systems (for general and in-custody systems), jury call systems, access control, security screening equipment (packages, personnel), special response and notification system, and much more.

This group – working with specialty consultants and the Courts Committee also will be responsible for overseeing and incorporating findings from specific studies and investigations regarding best practices and possible new systems for improved accessibility, audio-video technology use (and enhanced use) in the courts and court-related agencies, public access systems for self-help, kiosk systems, ATM and payment systems, records management / retrieval, and updated data management systems.





- > Citizen's Input / Advisory Work Group – tasked with providing specific information related to the needs and preferences of the Genesee County users and community members. The scope and assignments of this group will depend on decisions made by the County and Courts regarding the use of citizen surveys, interviews, meetings or establishment of a citizen advisory group to gather (from outside users) descriptions of needs and discuss proposed approaches for addressing needs and concerns. This group may be involved also in collecting citizen input – educational meetings, and could assist in project communication, analyses of survey results and priorities, and in convening goal setting / priority setting meetings with community groups, action committees, and others during the planning phase(s) of the project.

**Finalize Component list** – During this meeting, finalize the list of proposed and anticipated occupants, and key contacts within each organizational component.

**Mission, Goals and Objectives workshop.** Conducted with the executive committee.

**Information Request.** At the very start of the project, the consulting team will prepare a list of the data needs that will form the basis for the planning work.

#### Data Request.

At a minimum the following information will be confirmed and discussed with the respective courts and court-related agencies and groups:

- > Organizational mission statement.
- > Most recent organizational diagram.
- > Up to date staff/position list by functional grouping, salary information, and budgets.
- > Security Incident Reports for each facility.
- > Any materials descriptive of the organization's work or procedures that might impact space requirements.
- > A list of these and other data needs will be prepared and presented to the representatives of the component organizations at the Project Steering Committee meeting.

#### Other Information Requested.

At a minimum the following information will be confirmed and discussed with the respective County and agencies responsible:

- > County Standards including space standards, furniture standards, IT cabling and infrastructure, court technology.
- > Record drawings and studies of existing facilities and sites including boundary and topographic surveys, documentation of where public and staff park, accessibility, hazardous materials, and environmental reports.
- > Energy Bills and Usage of all existing facilities.

**Communications.** To facilitate communications throughout the life of the project Hobbs+Black will provide a secure proprietary cloud-based system that will allow the County to access sketches, drawings, reports, schedules and deliverables.

**Schedule.** Refine the overall schedule working with the stakeholders to provide a rhythm of meetings for reviews and decisions.

**Kick-off Meetings.** Prior to beginning the work, develop and lead kick-off meetings with the various committees, subcommittees, work groups, and stakeholders to inform them on the purpose of the study, the level of involvement anticipated from them, the activities they will be asked to participate in, the schedule, the outcomes expected from the study, and responding to their questions.

Our Team will solicit input regarding: previous studies, findings and recommendations that should be reviewed; background and history of key project initiatives over the past several years (or more), and important issues and ideas should be considered.

## **1. NEEDS ASSESSMENT / SPACE STUDY**

### **Existing Court Operations**

The team will walk through and document the existing operations of all existing court and agency facilities.

Conduct On-site Functional Needs Study. This task will entail the assessment of the detailed functional needs of each program component occupying the new facility by means of visual survey and staff interviews. Planning data will be collected and evaluated regarding the staff work and support needs, records and material storage, customer service requirements and common and ancillary functions.

- > Walk through and document existing people, paper and material processes, including visitors, attorneys, judiciary and judicial officers, other court and court-related agency staff, security personnel, in-custody defendants and witnesses, and supplies / support systems (mail, deliveries, payment)
- > Develop graphic flow charts and illustrate current issues and dysfunctional relationships that are impacting current functions and operations



Assess Existing Operational Components and Work Patterns. The purpose of this task is to clearly identify and evaluate the following court planning issues at a specific program level of detail:

- > Present and proposed functional groupings.
- > Present flows of information, case records, clients, prisoners, Judicial Officers and staff.
- > Present scheduling practices for both proceedings and courtrooms.
- > Courtroom needs by calendar type.
- > In-jail vs. centralized courtroom calendaring.
- > Present money handling arrangements.

Data Collected. Including (but not limited to) organizational charts, prisoner trips/day, volume of public visitors, daily courtroom calendars and typical courtroom schedules.

Identify and Evaluate Operational Alternatives. Once the existing operational components and patterns are described and analyzed, options will be developed in those areas most in need of change. These will be presented to the Court together with recommendations regarding their implementation feasibility and operational impacts. Tasks include:

- > Discuss opportunities for improvement with court and county leadership (on Steering Committee and through interviews with other community and government leaders), including:
- > Recommendations developed over the past three years by the SCAO / State-wide committees looking at process improvement ideas in the courts.
- > Recommendations and ideas developed over the past five to ten years, including specific research in the COVID and post-COVID era(s) by various jurisdictions, including ideas developed through funding / grants from PEW Charitable Trust related to access to the courts and civil court process improvement.
- > Work with a select process-improvement team to examine ideas for evidence-based process improvement, and working with key representatives of the courts and court-support agencies, develop lists of possible areas of improvement (focused on reducing or eliminating non-value-added activities and operations)
- > Develop estimates of possible savings and operational benefits that may be derived from process improvements in terms of both operations and spaces / facilities (to reduce the total space needs and overall cost of development while delivering a facility commensurate with the courthouse's important public role)

## Facility Programming

Interviews, surveys, direct-observation, workshops and working meetings – with on-site documentation of existing staffing and functional / support space requirements for all judicial and court operations / functions.

Top-down, bottom-up interview and survey approach:

- > Top-down interviews will be conducted with key court representatives and leaders of all functional groups to review mission, organization, staffing, estimates of future needs and key factors affecting

functions of the agency / department / division.

- > Unit-level surveys will be developed and approved by the Project Steering Committee. Surveys will be distributed and collected from all functional groups (unit-level survey) to review specific functions, operations, staffing, personnel and support space, and other needs.
- > Follow-up, in-person interviews will be conducted with lead supervisory staff and key representatives of the units to confirm survey responses and discuss additional operational and functional needs, key functional relationships, and priorities for spatial organization (adjacencies and internal organization of spaces).

Individual and small-group meetings will be held with key judicial officers and the leadership of the departments / divisions.

- > Meetings to discuss the goals and objectives of the courts, relationships and needs of the specific division, best-practice ideas and concepts to be considered and reviewed in development of the project (recommendations from the judges and key staff members)
- > Special topic meetings for problem-solving courts, with “visiting” expert participation on a topic-by-topic basis

If desired by the Courts and County, a combination of public surveys and in-person focus groups will be conducted to understand key issues and priorities to be addressed in the planning and design, including a brief survey to uncover major concerns and issues, and one-hour long focus group meetings with key public and attorney representatives to identify priorities and key issues.

Additional individual and topical meetings related to specific project issues and requirements will be scheduled and integrated into the general workshop and interview schedules, including:

- > Accessibility Planning and Design with specialists including multi-sensory, multi-cultural, and multi-lingual experts, and experts in planning and design for children and the elderly.
- > Emergency Operations Response / Fire Marshal Planning meetings.
- > Workplace Environments Workshops to identify, discuss, confirm directions for high-performance workplace environments
- > Public Area Design, including accommodates for victims and witnesses, including trauma-informed, restorative justice and wellness for everyone planning and design.
- > Access and Movement planning, including initial / advisory meetings with elevator and escalator specialists.
- > Introduction to Wayfinding and Signage, with special focus on courts and public spaces
- > Develop acoustical standards for the project including public spaces, courts, offices.
- > Introduction to Art in Architectural Opportunities for the Project, involving key representatives and advocates in the county and the respective communities.

Four subcommittees -- courts, parking, security, support services -- using two or three 2-hour, monthly meetings - to present and discuss key issues and design requirements.

*Courts subcommittee.* They will review:

- > Current and anticipated court operations, caseload-workloads, and projections of future needs
- > Develop and prioritize criteria for courtrooms and court-floor organizations, considering State of Michigan Court / Courtroom Guidelines and Standards, Michigan Court Security Standards, accessibility design standards and guidelines, internal operations, case jurisdictions and types, typical requirements for courtroom elements, accessibility and key functional and security requirements (appropriate separation of public, private, security circulation, accessibility and general support for public use, particularly for pro per and citizens unfamiliar with court operations)
- > Courtroom configurational options and preferences, including review of opportunities for standardized and/or customized courtrooms, courtroom assignments, special / dedicated use courtrooms, problem-solving courtrooms, larger and smaller seating capacity courtrooms, and courtrooms for special matters
- > Court-floor support services and key relationships, including opportunities for court-related agency presence related to the courtrooms, accessibility for pro-bono and other court or legal aid programs.
- > Chamber design options and relationships to courtrooms, judicial conference, meeting rooms, and other chambers.

*Parking Subcommittee.* This team will review:

- > Current and anticipated parking requirements by court department / division, including review of typical and peak requirements, including specific requirements outlined in state / local codes, Michigan Court Guidelines and Standards, Michigan Court Security Guidelines and Standards, other advisory guidelines and standards.
- > Reviews of planned / recommended provisions for typical and emergency parking and access for judicial officers, supervisory and lead staff, attorneys, law enforcement vehicles, in-custody movement and prisoner transport vehicles, support vehicle, and specialized response vehicles (medical emergency; fire / emergency equipment).
- > Reviews of key requirements considering separation of flows and access for adult, juvenile and accessibility planning for the site for both vehicles and pedestrians (using multi-floor, multi-level movement systems and operational concepts).
- > Reviews of preliminary summaries of numbers, area (SF) and estimated parking costs, and options for meeting needs at the various sites / locations considered for the project(s).
- > Subcommittee recommendations to the Steering Committee for addressing projected needs considering safety, security, costs, image and other criteria developed by the subcommittee or steering committee.

*Security Subcommittee.* This team will include the Sheriff's Office / Custody Transportation Teams, Court Security for both courts and the Friend of the Courts. This team will review:

The Court Security Guidelines published by the Michigan State Court Administrative Office, July 3, 2002 which is the basis for design of security for the new site and facility. The programming security team will establish the criteria for design for review of the committee of every aspect of the new site and building design including but not limited to:

- > Site and Urban Context. Site zones and flows, landscaping, site circulation (judicial, designated court employees, inmate, service, jurors, witnesses, drop-off / pickup area, and public), parking, access control, site lighting, perimeter surveillance, building access control, intrusion-detection/alarm systems
- > Building. Personnel security, security of property and documents, access control to interior spaces, personnel and in-custody movement and controls, security aspects of spatial arrangements, and coordination between security and fire / life safety requirements.
- > Issues Analysis. There will be several issues requiring special attention during the project. Discussions will be required with key officials of the Sheriff, the Courts, and County regarding areas of responsibility, number of entries, weapons screening policy, and crisis response. Prisoner delivery and movement will be a special issue as well. This facility will require a rethinking of the way in which prisoner proceedings are conducted and the development of new patterns of operation by both the Sheriff and the Court to accommodate up to the minute technology and operational practices.

Ultimately these recommendations and best practices need to be explored during the design concepts phase and reviewed and vetted by the Security Committee.

*Facilities Support Services Subcommittee.* This committee will include county Facility Support Services team that is responsible for a range of services to maintain and operate facilities including maintenance, safety, energy, and repairs. They will review:

- > Maintenance: Janitorial, custodial, elevator preventive maintenance, ground/landscaping, maintenance of utility systems, refrigeration, A/C, ventilation, and HVAC
- > Safety: Compliance with life safety codes, cleaning and sanitizing of facilities
- > Energy efficiency: Building operations and energy efficiency programs

### **Process Improvement, Evidence-Based Best Practices**

We recognize that the process of planning for facilities provides a window of opportunity for various changes (consolidations, co-location, improved coordination, improved communication, and technology improvements) that can impact workload, caseload, functional relationships and flows, and other aspects of the system.





To that end, we are planning to work with the courts to review concepts and ideas (best practices and “lessons learned”) identified and promoted by the Administrative Office of the Courts and from other jurisdictions, and – working with professionals in the system – examine ideas and opportunities for future operations.

Improvements that can be integrated into the planning will be used to adjust the projections of need (operational flows, staffing patterns, spaces). We will work with an operational specialist to help assess possible improvements and help the courts implement any changes that make sense and are approved by the professionals in the courts and court-related agencies.

### Technology Planning

A technology working group will be assembled and review:

- > Recommendations from the State of Michigan and SCAO committees review possible / proposed improvements for use of technology to limit paper record-keeping, and improvements and future use opportunities for audio-video conferencing, courtroom audio-video recording, remote appearances, and evidence presentation.
- > Current county, state and court standards and guidelines for technology distribution and infrastructure including current and future media, pathways and spaces, infrastructure design and alignment, and recommended features for “future-proofing” the facility and site for future moves, replacements, additions, and changes;
- > Technology systems and infrastructure safety and security, including initial requirements for physical location, access protection, accessibility, shielding, relationships to / from other areas of the building / complex, and more.
- > Reviews of preliminary summaries of numbers, area (SF) and estimated costs for equipment and systems required for the project, and options for meeting needs at the various sites / locations considered for the project(s).
- > Subcommittee recommendations to the Steering Committee for addressing projected needs considering safety, security, costs, image and other criteria developed by the subcommittee or steering committee.

### Technology Integration

One of the most significant issues in modern courthouse planning, programming and design is technology integration. The long-term effectiveness of the building is fundamentally related to its ability to adapt to changing technology. This requires a special and detailed focus on a range of questions related to infrastructure and anticipated utilization. The level of planning contemplated by the following sub-tasks is far more extensive than that afforded most courthouses and is thought necessary to assure that this facility is ahead of its time in the careful and effective integration of technologies.

- > Update system inventory – This would include preparation of an update of technologies used by the agencies and courts (to verify impacts on general building systems, horizontal and vertical distribution methods, and the quantity and location of system outlets). Interviews would be conducted that would produce information that should be used to develop program statements for equipment spaces.
- > Develop overview of system needs – Attention should be given to the design of equipment spaces that allow for technology changes over the building's life cycle, reducing long-term maintenance and operations costs. This includes itemizing existing and anticipated centralized equipment, provisions for general file servers and switch equipment, and space planning for an initial distribution system for voice / video / data infrastructure for both the courts and court-related office areas.
- > This will require interviews with representatives of user agencies and the Courts to verify technology requirements. It will produce a written review of general provisions for technology infrastructure and an updated system report to discuss systems and technologies likely to be implemented in the future.
- > Prepare technology system goals and objectives
  - This step would be to review with key system representative's overall directions and goals for the system and determine and finalize planning goals (and systems) to be accommodated in the planning for the new courthouse. This would include conducting one or more workshops to confirm and set preliminary scope for system standards for the building, including finalizing data/ telecommunications standards for typical office, courtroom and support spaces, considering the unique and special needs of the project. This will provide the necessary technical data that will be included in the space standards to be developed in a subsequent task.
- > Prepare, coordinate, conduct and document findings of a half-day work session with representatives of the courts (judiciary, court administration, information technology, and County's identified vendors for technology (if any) to discuss and review new court technologies, and:
  - List technologies to be accommodated, in general and by position in the courtroom
  - Develop preliminary priority list of technologies to be accommodated in each room (base and future). Courtroom reviews will include review of audio systems, video systems, courtroom display systems, courtroom evidence systems, and miscellaneous support systems.

- > Prepare, coordinate, conduct and document findings of a second work session (probably would require a half day) with representatives of the courts, County and the County's identified vendors for technology to review the preliminary technology report and discuss basic and specialized technologies to be accommodated in the court project, including:
  - Building Passive Infrastructure requirements, including provisions for current technologies and rapidly evolving systems including voice (and video) over IP
  - Building-Wide Video-Conference Systems
  - Remote Recording and Technology Control Rooms
  - Press Access Systems and Requirements
  - Information Kiosk systems
  - Docket Monitoring Systems
  - Jury Management Systems
  - Customer Service Area Systems
  - Cable (or IP-based) Television Systems
  - Miscellaneous Support Systems
- > Prepare cost/budget impacts - This step includes developing a preliminary summary of system requirements (spaces and technologies), with summaries of likely cost/budget impacts for base systems and enhanced systems. Initial estimates of the quantity and density of electrical, telephone, data, A/V and sound reinforcement, HVAC control, security, and other system outlets should be developed early in the planning, and early decisions made regarding the degree of flexibility required in layouts.
- > Develop and refine typical technology plans (courtroom and typical offices).
- > Develop narrative and graphical summary of recommended building infrastructure for project, with summary of typical systems to be accommodated and general approach to systems. Complete initial tabular summaries of initial estimate of outlet counts and requirements.
- > Review and integration - The last step would consist of reviews of the initial reports, refinement and finalization of the narratives, system descriptions, preliminary budgets, and presentations to representatives of courts and court-related agencies. Coordination/ review with security planning team and engineering team will be conducted as required and a final report, with tabular and graphic summaries of anticipated equipment and configurations will be prepared for inclusion in the Operations and Space Program.

## Space Programming

This Phase of work translates the operational and functional information and directives developed into specific space standards, lists, functional clusters and adjacency relationships. It defines the spatial composition of the facility and the organizational requirements necessary to achieve the intended pattern of operations. The following series of sub-tasks is anticipated:

- > Space Development Concepts
  - Identify and Evaluate Court Set Configuration Alternatives - As an extension of the needs assessment, a range of conceptual approaches

will be defined and evaluated with respect to the physical composition, organization, and location of "court set" functions inclusive of the courtroom; chambers/office areas; holding units; jury facilities; interview rooms; and public waiting.

- Identify and Evaluate Interior Courtroom Configuration Alternatives - In concert with the above, a range of conceptual approaches to the interior arrangement of typical and specialized courtrooms will be defined and evaluated with respect to internal capacities; participant location; processing flow; lines of sight; document and exhibit movement; disabled accessibility; security and control; and technology applications.
- > Space Standards Analysis
  - Define space standards – based on information collected by the operational planning team, reference to "The Michigan Courthouse: A Planning and Design Guide for Trial Court Facilities" related space standards and existing County space standards and on specific evaluations conducted as needed by the space planning team, a set of Space Standards will be developed. These will:
    - Define Courtroom and Court Set Space Standards - Based upon the results of the above, specific space assignment standards will be defined for courtrooms and for courtroom support spaces integral with the "court set".
    - Define Office and Workspace Standards - This task will entail the office, workstation, and support space assignment standards consistent with the functional needs of the Courts.
    - Define Common and Ancillary Space Standards - In parallel with the above, space standards and policies for space allocation will be assessed and defined for common staff and public support needs, and for ancillary and building support functions.
  - Define Building-wide Spatial Organization - This task will serve to identify and document physical planning guidelines addressing the following issues:
    - Public and Staff Access
    - Secure In-custody Access
    - Building Service Access
    - Functional Zoning of Space
    - Internal Public Circulation
    - Internal Restricted Circulation
    - Internal Secure Circulation





- Define Building-wide Adjacency Requirements
  - This task will identify and document in matrix format the physical proximity relationships among all program components consistent with the above spatial organization criteria and individual workflow and movement requirements within the Court.
- > Third Review and Work Session – This session will be set to review the initial space programming work and the space standards. Programming issues that have been identified will be discussed and any necessary decisions made.
- > Develop Space Data Base for all Program Components
  - Develop Space Data Base – This will be developed for all program components reflecting the translation of defined functional needs into detailed facility requirements. The Space Data Base will identify net usable space and associated general fixed and moveable equipment needs on a room-by-room basis.
  - Define Facility Development Criteria - Performance criteria will be developed on a build-wide basis to address a range of planning and design issues essential to the successful physical development of the project. Topics addressed will include building codes and regulations; special design considerations; basic building systems performance; and special building and technology system needs.
- > After creation of the base model, we would plan to conduct a workshop with system leaders to discuss caseload and workload in the court system, trends and anticipated increases in filings and workloads, alternatives in service delivery and court system structure, and potential impacts on the staffing, operations, and spaces of the courts. The workshop will have as its purpose discussion of the basis of developing a projection of court requirements:
  - Number of judicial positions to be accommodated in 5-, 10- and 20 years.
  - Number and size of courtrooms required
  - Number and type of accommodations for persons in custody and support of courtrooms
  - Ratio of jury facilities to courtrooms
  - Staff levels appropriate for the support departments to support initial and future projections of need
  - Identification of special facility and shared use opportunities (break, security, conference and training, supply and building services).
- > Documentation of the Architectural Program
  - Prepare and Submit Architectural Program Report - At the conclusion of this part of the work, an Architectural Program Report will be prepared in draft form for review and approval.
- > Fourth Review and Work Session – This session will cover the completed space program and will seek its approval.
- > Final Report Submittal
- > Deliverables – The key deliverable of this Phase is the Space Program documentation including the Space Standards, the space lists, overall adjacency diagrams and the developmental objectives. This will be combined with the Operational Program to compose

a completed document that will be available for review and use by the County, the Court, and the Design Team.

### **Construction Procurement**

To ensure the most appropriate construction procurement method for this courthouse project, we propose a structured workshop with key county representatives and the architectural team. This session will provide a comprehensive comparison of procurement options—Design-Bid-Build with a general contractor, Construction Manager as Agent (CMA), and Construction Manager at Risk (CMAR)—evaluating each method's implications on cost control, risk management, schedule efficiency, and project complexity.

The workshop will begin with a presentation outlining the fundamental differences, advantages, and challenges of each procurement approach. We will then engage in a facilitated discussion to assess project-specific factors such as budget constraints, the county's risk tolerance, schedule flexibility, and desired level of contractor collaboration during design. A key objective is to align all stakeholders on priorities and decision-making criteria, ensuring that the chosen method best supports the project's financial, operational, and long-term goals.

By the end of the session, we anticipate reaching a consensus or at least narrowing down the preferred procurement approach based on the county's priorities. Additional outcomes may include identifying next steps for implementation, defining roles and responsibilities, and setting benchmarks for evaluating success. This collaborative process will empower the county with the knowledge and strategic direction needed to make an informed procurement decision that optimizes project delivery.

### **Site Survey & Environmental Conditions**

Given that the project site currently houses the county motor pool, environmental and site conditions will be critical factors in planning and execution. To assess potential site contamination and mitigate risks, we recommend conducting both Phase I and Phase II Environmental Site Assessments (ESAs). A Phase I ESA will identify any recognized environmental conditions (RECs) associated with the site's historical use, while a Phase II ESA, if necessary, will include soil and groundwater testing to confirm the presence of contaminants. These assessments will help the county understand any remediation needs early in the process, allowing for informed decisions regarding site preparation and construction.

In addition to site assessments, our team includes a specialized demolition group capable of addressing environmental hazards within the existing structures, such as asbestos, lead-based paint, or other regulated materials. Their expertise will ensure that any required abatement is conducted safely and in compliance with environmental regulations. At this stage, we do not anticipate including ongoing site monitoring services, as the need for such oversight will depend on the findings of the Phase I and II assessments. However, should future conditions warrant, we can assist in coordinating additional environmental oversight to ensure compliance

with regulatory requirements and project safety. Our integrated approach ensures that environmental and site-related risks are proactively identified and managed, minimizing potential delays and unforeseen costs during construction.

Furthermore, we can provide site surveying services to document existing conditions, including building locations, infrastructure, topography, and site utilities. While the county may already have some of this information, our team is prepared to supplement or update these records as needed to support design and construction planning.

### **Conceptual Design**

The Concept Design Phase will indicate the improvements and construction anticipated for the project. The objective is to define the general scope, scale, functional relationship, traffic flow and the project components. The documents will identify area allocations, conceptual organization of exterior and interior spaces, conceptual image and building massing, usage of feature interior and exterior materials, selection of structural, mechanical, plumbing and electrical system concepts. Drawings will be completed in Revit.

The Authorities Having Jurisdiction, code official and fire department, will be engaged beginning in this phase – project success depends on building strong relationships with the authorities having jurisdiction.

The scope of work will include interfacing with each operational group to accomplish the following:

- > Develop site concept design showing hardening practices, separation of entrances including incustody, public, staff, service, and utilities, parking arrangements for staff and public, landscaping concepts including plants, furniture, and fencing, and wayfinding / signage concepts.
- > Develop site and building demolition concepts including environmental issues identified, site utilities
- > Develop floor plans, elevations, sections and material/equipment selections based on the space list developed in the previous phase
- > Develop recommendations on the most appropriate and efficient mechanical and electrical systems which will include envelope and energy conservation strategies including costs and payback periods for those systems being recommended
- > Develop recommendations on appropriate security technology and hardening practices to be implemented
- > Develop recommendations on ADA accessibility requirements
- > Develop recommendations on Court Technology practices to be implemented
- > Develop an implementation plan for construction
- > Construction Cost Estimate
- > Obtain final approval of the recommended architectural program and concept design from the all stakeholders.

Based upon a draft program developed we will generate building massing diagrams 67th District Court and associated parking structures. Instrumental in evaluating the site require easy public access at the building base/ podium thus driving the ground floor building footprint size. Once these building base footprints have been established, we will overlay both vehicular and pedestrian circulation routes to further test the optimal parcel area and setback requirements from a functional perspective. The building block of each courthouse is the courtset separated by a shared holding cell: two, four, six or eight courts per floor determines various schemes ranging from a tower to a linear bar building scheme and will each be tested to ascertain overall building massing. We will endeavor to identify a consolidated massing solution in efforts to yield the most efficient courthouse floor plate which in turn saves construction costs for the project.

We will work throughout the programming task to identify shared spaces and challenge space standards in further effort to reduce the program area and building size and costs. As the program solidifies from draft to final state, we will iterate multiple blocking and stacking diagrams working with stakeholders and adapt these diagrams to the site.

Site adaptation includes solar orientation and taking advantage of each site's opportunities and constraints, including future program planning horizons and expansion over the life of the facility.

We will test multiple blocking and stacking and building massing diagrams on the site relative to optimizing an even number of courts per floor. These diagrams will be analyzed for building surface area and building gross area and parametrically modeled for cost so informed decisions on the project budget may be made throughout the early design process until such time as milestone cost estimates at the end of each design phase is performed.

The Design Team will then develop three preliminary concepts for County and stakeholder review and input. These preliminary concepts developed will be evaluated in accordance with functional, performance, constructability and cost criteria to assist Genesee County in selecting a preferred concept for further development closing out the Concept Design Phase.

Sustainability studies will be advanced demonstrating a conscious accounting and ultimate reduction in the project's carbon footprint. Views to the exterior surrounding environment and access to daylight will be important to elevate staff "wellness" contributing to higher productivity levels within the courthouses. We have successfully introduced daylight and displaced air into previous projects in the courtrooms and understand that there are higher levels of satisfaction conducting trial proceedings in these spaces from a thermal, sight and acoustic perspective.

The conceptual design will include blocking and stacking plans, elevations and three-dimensional (3D) massing models of the campus / buildings and parking structures.

As the preferred architectural concept has been selected, we will develop fully functional floor plan layouts identifying all program spaces within three percent of each targeted space requirement.



## Finalize Presentations

Finalize the final presentations to the Genesee County Board of Commissioners and County Executive's Office.

## Final Approvals

We will work with project leadership to be sure that the County is fully informed about the project and have ample time to review and direct the project. We anticipate that the Board of Commissioners will review the project at the end of the Needs Assessment and Concept Design phases.

## 2. DESIGN PHASE

### SCHEMATIC DESIGN

The Programming / Concept Plan Phase developed a site concept, facility program, building concept with a preliminary cost. Refinement of the space planning and development of this concept must occur to assure that the size, location and constructability of each component will support the needs of the District Court and the criminal justice system. This will include plan development for the specific space needs of each court agency and the most efficient and effective location for each unit to be housed within the Master Plan concepts. The scope of work will include interfacing with each operational group to accomplish the following:

- > Develop schematic floor plans, elevations, sections and material/equipment selections based on the validated program and conceptual floor plans as part of the Needs Assessment Phase.
- > Develop recommendations on the most appropriate and efficient mechanical and electrical systems which will include envelope and energy conservation strategies including costs and payback periods for those systems being recommended. Planning for future expansion shall also be contemplated in recommendations.
- > Develop recommendations on appropriate security technology and hardening practices to be implemented through the construction of new or remodeled facilities integrating this work into the overall campus security plan.
- > Submit schematic design documents for review and comment at the 50% and 100% completion milestones. Revise the schematic design documents in accordance with feedback and make a formal final submittal of the schematic design plans for approval.
- > Attend meetings as necessary to advance the work of the Schematic Design Phase for space planning and project development. At a minimum, meetings will occur at the outset of the project (project kick off meetings with each using agency), and at each milestone submittal identified herein. A formal presentation will be prepared and presented to sufficiently demonstrate project development at each milestone.

The Design Team will identify a range of building material samples for both the building exterior and interior spaces with an eye towards efficiency, durability and economy. These material samples will be reviewed for cost, availability and ease of long-term maintenance by your facilities management team.

The preferred final concept will be developed into a scheme, including site plans, floor plans, site sections, building sections, sustainability diagrams, building elevations and visualization renderings of the building exterior as viewed from the street and within the larger urban context and interior views of the public lobbies, jury assembly, public waiting areas, courtroom and general workplace environments.

The cost estimating team will finalize a report documenting the **Project Cost** for the preferred concept including:

- > Hard construction cost including contingencies and escalation
- > Soft construction costs including
- > Professional services A/E, CMAR, Cx Agent, third party materials & construction testing & inspections
- > FF+E including furniture, equipment, appliances, moving costs, audio-video / court technology, IT infrastructure (computer room equipment, servers, patch panels, switches, antenna / communications tower, telephone handsets, desktop / laptop computers, etc. – cabling, cabling infrastructure, racks and WiFi Access Point to be in hard costs)
- > Special Fees including Permit and inspection fees, Utility hook-up fees, LEED or other Accreditations
- > Financing Costs including Underwriter Commission, Financial Advisor Fee, Bond Counsel, Rating Agency Fee, Verification Agent Fee, Escrow Fee Agent, Printing & CUSIP fee
- > Insurance – Builder's Risk
- > Surveys including boundary, topographic, environmental including asbestos, lead, and indoor air quality, Phase I and Phase II environment
- > In-House Resources - Project Management, Stakeholder Design Meetings, Construction Meetings, Self-Performing Work, Community Meetings
- > Land Purchase (if any) - Purchase Price, Legal Fees, Appraisal, Closing Costs

## Finalize Reports

Finalize each component of the project including a Needs Assessment Report, Concept Design Report, Cost Report, Project Schedule, and program management report including items like monthly reports, committee structure, stakeholders, presentations, and schedules.



The Schematic Design Phase will indicate the improvements and construction anticipated for the project so that a clear direction for subsequent phases can be determined. The objective is to define the general scope, scale, functional relationship, traffic flow and the Project components.

The documents will identify area allocations, conceptual organization of exterior and interior spaces, conceptual image and building massing, usage of feature interior and exterior materials, selection of structural, mechanical, plumbing and electrical system concepts.

Architectural / Engineering services include the following disciplines:

- > Management
- > Architecture/Demolition Plans/Interiors/FFE
- > Structural Engineering
- > Mechanical Engineering
- > Electrical Engineering
- > Plumbing & Fire Protection Engineering
- > Energy Simulation
- > Solar Shading/Daylight Simulation
- > Lighting Design
- > Site Civil Engineering / Off-Site Utilities
- > Acoustical Engineering
- > Vertical Transportation
- > Low Voltage Systems including: Data-Telecom, Electronic Security, Audio-Video, Jury Call System, Electronic Docket Display, Fire Alarm.
- > Sustainability Workshops
- > Landscape / Hardscape
- > Site and Urban Design
- > Signage & Wayfinding
- > Life Cycle Costing
- > QA/QC Program

The following is a narrative of the Schematic Design Services.

## Workshops

There will be a series of workshops that will set the baseline of the project.

Courtroom Function and Design. Discuss the functional requirements of the various types of courtrooms and hearing rooms. This session will be informed by the results of the Program Validation Workshop pertaining to courtroom deployment and usage. This team will look at sightlines, accessibility, acoustics, lighting, audio-video, storage requirements, and court technologies. The BIM model will be live as adjustments will be made on the fly to the direction of the judges and the design team. We will also use the BIM model to print out a 3/4-inch = 1'-0" model of the court set components – touching and being able to move pieces is important to help in developing the functional requirements of the courtroom. The expected outcome will be the completed functional design of each courtroom / hearing room type within the facility.

Building Optimization, Massing and Image workshop. Led by our design leader, High Performance Building Engineer, and Life Cycle Costing team, this session will combine the disciplines of energy modeling techniques, life cycle costing, and the creative design charrette

process to refine the building mass and create a building skin that will optimize energy efficiency, reduces glare to surrounding buildings and within the building, harvests daylight, protects pedestrians from wind, and delivers an image of the District Court and its agencies and the Friend of the Court that exhibits a deep understanding of this project's broader significance, supporting and representing the rule of law in our society, the dignity of the judicial system in Michigan, and the importance of the activities within the courthouse.

In-Custody Spaces - This workshop will explore the types and quantities of in custody spaces. Topics will include guidelines for physical security, electronic security, and technology and hardening strategies of the complete campus.

Low Voltage Systems - This workshop will utilize the teams subject matter experts including IT/Telcom Engineer, AV & Security Engineer, Security Electronics, and Electrical Engineer to define the scope and costs of the low voltage systems that will be used for the project.

Master Plan / Urban Design /Wayfinding - This session will include a comprehensive master plan concept for the County Government Campus including future buildings, parking, circulation, and outlining design guidelines and development strategies. Urban design will cover site context and organization, public / pedestrian spaces, streetscape and landscape, sun/shade/glare and pedestrian wind analysis, and security guideline recommendations including setbacks and hardening. Wayfinding will focus on navigation to the site, and the sequence of parking and entering the complex.

Finishes / FFE – The focus of this session is to develop a consistent finish palette of the building, review the design of key spaces via a series of vignettes, and define the scope of the FFE.

Full Size Courtroom Mockup - The final session will be the review of a full-size standard courtroom and hearing room mockups. The mockup will be used to test the configuration sightlines and the rooms functionally. The mockup will be built by the County's Job Order Contract (JOC) contractor utilizing wood platforms, wood framing, and gator board for all vertical and horizontal spaces.

## Management

We will perform an inter-disciplinary review of all materials prior to submittal of the 100% schematic design submittal to County. A presentation of the 95% schematic design to the executive committee and the Stakeholders will follow after the submittal and the County's review of the documents.

Architecture. Provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, building floor plans, reflected ceiling plans, building sections, typical wall sections, roof plan, and exterior elevations. In addition, the documents will contain enlarged floor plans, interior elevations and reflected ceilings of the courtrooms.

Additional information will include a finish plan/schedule, preliminary door/hardware schedule, demolition plan, and area tabulations compared to the program requirements.

Structural Engineering. Structural Engineering scope of work includes narrative of systems, typical floor framing plan, framing plans at unique features, main member sizing.

Mechanical Engineering. Mechanical Engineering scope of work includes:

- > Heating, Ventilating and Air Conditioning
- > Exhaust Systems
- > Heating Plant
- > Cooling Plant
- > Steam Systems (if any)

Electrical Engineering. Electrical Engineering scope of work includes:

- > Site Distribution
- > Building Lighting, subject to lighting design below – includes shell space, stairwells, exterior signage (specified by others), indoor parking, prisoner holding and other non-public areas including administration, probation/prisoner intake, law enforcement security & clerk spaces, sally ports and back-of-house spaces as is customary e.g. mechanical rooms, electrical rooms and closets, and elevator machine rooms and pits.
- > Circuiting and control for lighting including special zoning and dimming requirements for special areas – basic preset dimming systems are included. Complex, programmable dimming and lighting control will be provided as an additional service. Time clock or occupancy sensor control is anticipated for general office and common areas.
- > Building Power
- > Emergency Power System
- > Life Safety Systems – Fire Alarm System (performance specification)
- > Empty Conduit Systems (e.g., telephone, data, security, a/v, etc.)
- > Power for systems designed by others including decorative and public area lighting, signage, interior design, telecommunications, audio/visual systems, CCTV, security, pools, water features, etc.
- > Location of all outlets and point utility requirements to be detailed on drawings by others, these drawings being provided to the Engineer to allow the Engineer to transfer/incorporate these requirements into the electrical contract documents. Design of switchgear and branch circuits to individual components by others.
- > Lightning protection (e.g., distribution, grounding, etc.)
- > Fire Alarm

Plumbing & Fire Protection. Plumbing and Fire Protection Engineering scope of work includes:

- > Building Sanitary Drainage System
- > Building Storm Drainage System
- > Hot & Cold-Water Systems
- > Fire Protection System
- > Natural Gas System

- > Piping provisions for water features and landscape irrigation terminations. Location of all point utility requirements to be detailed on drawings by others, these drawings being provided to the Engineer to allow the Engineer to transfer/incorporate these requirements into the plumbing/fire protection contract documents.

Energy Simulation. The following tasks outline a basic set of phase-specific Energy Simulation consulting services:

- > Develop initial energy simulation of the Project. The initial version of the simulation model will be used to help advise the design process on the impact of certain energy efficiency strategies, such as increased insulation levels, high performance glazing, daylighting and lighting controls, and high efficiency HVAC systems.

Solar Shading/Daylight. The following tasks outline a basic set of phase-specific Solar Shading Simulation consulting services for the project:

- > Review current architectural, interior design, and lighting design layouts for potential solar access and daylighting opportunities.
- > Provide qualitative support to determine the best methods and opportunities to incorporate daylighting strategies into the building form. Help identify the project daylight goals by identifying space types that have a daylight potential and assisting with a building form that is beneficial for the various daylight strategies. Determine and summarize the building areas where passive strategies, aggressive strategies or no daylighting strategies should be pursued.

Lighting Design. Architectural Lighting Design Services include preliminary luminaire selection and preliminary layouts for the following spaces:

- > Main Entrance
- > Main Lobby and Entry
- > Exterior Areas
- > Building Facade Lighting
- > Landscape Lighting (in coordination with Landscape Architect)
- > One Typical Design for the following:
  - Courtroom
  - Hearing Room
  - Judicial Chambers
  - Jury Deliberation Room
  - Conference Room
  - Public Circulation

Prepare a narrative of lighting design criteria which includes recommendations for: lighting design parameters, luminance levels, description of proposed lighting fixtures, quality and ambiance of illuminated environment, method of control and design sketches as needed.

Site Civil Engineering. Site Civil Engineering scope of work includes:

- > Obtain existing utility information records. (electric, gas, telephone, cable etc.)
- > Prepare site grading, sidewalk and utility plan
- > Prepare schematic detention study and analysis
- > Prepare driveway access geometry plan
- > Begin to coordinate relocation of any private utilities
- > Coordination of Utility Relocation (if any)
- > Stormwater Management. We envision the following sub-tasks will be needed to develop a stormwater management system for the proposed development.
  - Existing Drainage Facility Investigation: We propose to review the site's current management of stormwater. The purpose behind this task is to identify the current drainage patterns with the intent to be able to effectively tie into the existing system. Further, as part of this task, we will assess any offsite drainage issues to be addressed as they relate to the management of stormwater for this development.
  - Schematic Design Phase: Based on the results of the Conceptual Design Phase, we will define stormwater volume, discharge rates, inverts, high water and normal water levels for the proposed stormwater plan.

Fire & Life Safety (Code). Prepare Code Summary Report. Prepare a report to summarize the fire protection and life safety requirements contained in the applicable codes for the project. This report will document the major fire protection and life safety requirements of the applicable codes. The report will document the code requirements for the following:

- > Building description
- > Structural fire resistance
- > Fire-rated separations
- > Means of egress
- > Occupant load factors
- > Interior finish criteria
- > Automatic suppression
- > Fire detection and alarm system
- > Fire department access

Prepare Life Safety Drawings. Prepare life safety drawings. The life safety drawings will include gross floor occupant load calculations and gross floor required egress capacity requirements. Major locations for fire rated separations will also be identified. Individual room enclosure protection will not be identified at this level of design.

Architectural Drawing Reviews. Review schematic design architectural drawings for fire protection and life safety related concerns. Prepare a letter to document each review. Reviews of each of the three SD submittals are budgeted.

Develop Fire Protection Program Report. The report will include enough systems design criteria and details for basic cost estimating of the fire protection and fire alarm systems. The report is also intended to identify areas of the project that are unusual or that may not explicitly comply with the applicable codes. Where there are aspects of the project that may not comply, options for mitigation of such issues will be identified.



Acoustics. Acoustics scope of work includes establishing room acoustic requirements for atria, public corridors, courtrooms, judicial chambers, jury deliberation rooms, conference rooms, courtroom visitation, and attorney / client rooms including sound isolation requirements (STC), background noise criteria (NC), and reverberation time.

Vertical Transportation. Vertical Transportation scope of work includes: The selection, type and quantity of vertical transportation systems. Drawings to show locations of elevators associated equipment rooms based on selecting a manufacturer or equipment supplier.

Low Voltage Systems. Low Voltage Systems include data-telecommunications, electronic security, audio video systems, jury call system, and electronic docket display. Schematic Design documentation will include:

Data-Telecommunications. define technology infrastructure system concepts (separate / integrated); locate drops in floor plan, riser diagram.

Electronic Security. Develop a room by room security and alarm systems matrix; develop floor plans with security devices indicated; define Security Electronics Systems including:

- > Access Control and Alarm Monitoring System
- > Video Surveillance System
- > Intercom System
- > Electronic Monitoring and Control
- > Duress System
- > Programmable Logic Controller (PLC) Electronic Detention Monitoring Systems
- > Computer Based Detention Monitoring and Control Systems
- > Building entry package and pedestrian scanning

Audio-Video System. Develop a room by room court systems Audio-Video matrix; courtroom technology floor plans; riser diagram

Jury Call System. Outline Specification and riser diagram.

Electronic Docket System. Work with County's vendor to develop a basis of design specification and riser diagram connecting the new docket system to the existing.

Clock System. Provide plan location drawings and outline specification for wireless clock system.

Sustainability. Provide sustainability workshop to review best practices to consider in the overall building design.

Landscape / Hardscape. Develop a landscape conceptual design and hardscape items which consist of building entry stair / ramp structure and adjacent sidewalks around the site. Tasks include:

- > Tree preservation and landscape ordinance review
- > Schematic Planting Plan
- > Schematic Planting Palette and Detail Sheet

Site and Urban Design. Site and Urban Design scope of work includes a conceptual study of the County Complex area looking at gateways, building entrances, site amenities, and security. Additionally, the scope includes a wayfinding / signage master plan for the County complex identifying four tiers for signage.

Signage. Signage scope of work includes signage / graphic design concepts and locations of all relevant sign types including base infrastructure, regulatory signage, and standard “back of house” signage.

QA/QC Program. We will perform a disciplinary and independent 3rd party inter-disciplinary review of all materials prior to submittal of the 95% schematic design submittal.

Design Presentations. Prepare special design presentations for County Council review of 100% Schematic Design and 100% Final Report. Other presentations to the stakeholders will be developed from design materials as they are developed in the process of design.

Specifications. Prepare Basis of Design narratives based on the divisions in Uniformat II format.

Budget Development. Develop a comprehensive analysis of the construction cost to include appropriate escalation based on the mid-point of construction for the project.

## DESIGN DEVELOPMENT

The primary purpose of this phase is to define and describe all important aspects of the project so that all that remains is the formal documentation step of construction contract documents. The Design Development Phase focuses more on the technical aspects of materials and building systems. Although this phase allows the Designer to finalize space and function to a great degree, the primary achievement is to enable the Client to understand how the project will function as well as give more detail about what it will look like.

The Design Development Phase is the period when all the issues left unresolved at the end of schematic design can be worked out, and at a scale that minimizes the possibility of major modifications during the construction documents phase. It is also the period in which the design itself achieves the refinement and coordination necessary for a really polished product.

While most design issues should be resolved by the end of design development, some will continue to be refined, resolved, or modified during the construction documents, bidding and construction phases of the project. During the Design Development Phase, 95% of all required design decisions relative to materials, systems and equipment will be finalized. These decisions are made within the overall framework established in the schematic design package.

The primary objective of this phase is to develop a set of documents which define the character and construction of the project. These documents will be the basis for the development of bidding and construction documents.

During this phase the extent of on and off-site work is defined. All construction and finish materials are determined. The structural, HVAC, plumbing, electrical and security systems are defined and incorporated into the overall project.

A separate report will be prepared illustrating proposed equipment and explaining reasons for selection and the operational methods anticipated. Additionally, we will convene a Security Systems and Operations workshop that will include a walk-through of various operational procedures and how they are monitored and controlled.

Again, a high degree of client and user involvement is anticipated as part of the development of the Design Development Package, particularly in terms of how expansion design needs to relate to and “tie back” into existing facility systems. Review meetings will be held on a periodic basis to allow opportunities for input by all parties.

Additionally, other County, local, and State agencies involved with the development of the project will be involved during the process. As a great many decisions affecting the eventual operation of the facility will be made during this phase it is important that these decisions be documented as part of the DD process.

The responsiveness of the Design Development Package to budget constraints will be further evaluated based on a quantity type estimate. A detailed estimate will be initiated during the development of the DD documentation and will be updated prior to submission.

We will complete a detailed preliminary design package to include floor plans, preliminary engineering schematics, a systems narrative for all major building components including mechanical, electrical, life safety and envelop systems, exterior elevations, and presentation materials appropriate for presentation to the County.

- > Identify energy efficiency, operational efficiencies and conservation practices to be incorporated into the facility design along with life cycle cost analysis of the implementation of these measures.
- > Coordinate with the County to produce an accurate design development cost estimate based on the completed design development package.
- > Attend meetings as required by the County to inform the County staff on the progress of the work and the status of the budget.
- > We will perform a disciplinary and independent 3rd party inter-disciplinary review of all materials prior to submittal of the 95% design development submittal to the County.

Project Management. Project management scope of work includes:

- > Project Administration. Tasks include communications, meeting minutes, travel, progress reports, and direction of the work of project team.



- > Disciplines coordination / document checking. Tasks include the following: coordination between the architectural work and the engineering work and other involved disciplines for the project. Review and checking of documents prepared the project.
- > Agency consulting / review / approval. Tasks include the following: agency consultations, research applicable regulations, appearance on Client's behalf at agency and community meetings.
- > Refine building code analysis.
- > Client-supplied data coordination. Tasks include review and coordination of data furnished by the County, assistance in establishing criteria, assistance in obtaining data.
- > Schedule monitoring.
- > Presentations to the County

Architecture. Services during this phase consist of continued development and expansion of the architectural Schematic Design documents to establish the final scope, relationships, forms, sizes and appearance of the project through:

- > Plans, sections and elevations
- > Typical construction details
- > Three dimensional sketches
- > Final materials selections
- > Equipment layouts
- > Provide exterior elevations / 3D electronic models, materials selections.
- > Additional information will include door/hardware schedule, demolition plan, and area tabulations compared to the program requirements.

Interior Design / FFE. Services during this phase consist of continued development and of the specific Interior Design / FFE design (s) and Schematic Design documents in sufficient detail to establish:

- > Finish Floor Plans / Materials Selection
- > Furniture Plans / Cut Sheets
- > Artwork Concepts Selections

Structural Engineering. Services during this phase consist of continued development and of the specific structural system (s) and Schematic Design documents in sufficient detail to establish:

- > Basic structural system and dimensions
- > Final structural design criteria
- > Foundation design criteria
- > Preliminary sizing of major structural components
- > Critical coordination clearances
- > Update outline specifications.

Plumbing & Fire Protection. Plumbing and Fire Protection Engineering scope of work includes:

- > Building Sanitary Drainage System
- > Building Storm Drainage System
- > Hot & Cold Water Systems
- > Fire Protection System
- > Natural Gas System
- > Piping provisions for water features and landscape

irrigation terminations. Location of all point utility requirements to be detailed on drawings by civil engineer and landscape architect. These drawings being provided to the Engineer to allow the Engineer to transfer/incorporate these requirements into the plumbing/fire protection contract documents.

Mechanical Engineering. Mechanical Engineering scope of work includes:

- > Coordinate location of all major elements with architectural, structural and civil disciplines, and with existing conditions.
- > Identify all scope elements for pricing. Review of construction cost estimates at 50% DD and 95% DD milestones.
- > Updated narrative description of proposed MEP systems and materials.
- > Mechanical, Plumbing and Electrical plans in RevitMEP coordinated with Revit (used by the Client) showing equipment rooms, main system elements and typical detailed areas. AutoCAD plans and sections as drawing deliverables.
- > Refined equipment schedules.
- > MEP specifications to indicate the quality and types of devices and equipment to be used for the mechanical, electrical and plumbing/fire protection systems.
- > Preliminary HVAC load calculations and plumbing calculations.

Electrical Engineering. Electrical Engineering scope of work includes:

- > Coordinate location of all major elements with architectural, structural and civil disciplines, and with existing conditions.
- > Identify all scope elements for pricing. Review of construction cost estimates at 50% DD and 95% DD milestones.
- > Updated narrative description of proposed electrical systems and materials.
- > Document pathways and spaces
- > Refined equipment schedules.
- > Refined Electrical single line.
- > Preliminary Energy Compliance calculations.

Energy Simulation Services. Energy Simulation Services scope of work includes:

- > Update energy simulation from Schematic Design phase to reflect the development of the design during the design development phase. The report for this phase will consist of a draft report and a final report addressing all required modifications.
- > Use the results from the updated energy simulation to advise on preliminary compliance with ASHRAE Standard 90.1, version as required for local energy code compliance.
- > Assist team in life cycle cost analysis of specifically identified building envelope components and building systems (up to 4 specific elements), simulating the energy cost impacts. Capital costs and life cycle costing to be provide by Cost Consultant.
- > Update of the energy analysis report.



Lighting Design. Architectural Lighting Design Services include final luminaire selection and preliminary layouts for the following spaces:

- > Main Lobby and Entry
- > Courtroom
- > Judicial Chambers
- > Jury Deliberation Room
- > Conference Room
- > Public Circulation
- > Exterior Areas
- > Main Entrance
- > Building Facade Lighting
- > Landscape Lighting (in coordination with Landscape Architect)

Prepare a narrative lighting design criteria which includes recommendations for: lighting design parameters, luminance levels, description of proposed lighting fixtures, quality and ambiance of illuminated environment, method of control and design sketches as needed.

Site Civil Engineering. Site Civil Engineering scope of work includes:

- > Review proposed site plan.
- > Prepare site geometric plan.
- > Progress with site grading, sidewalk and utilities.
- > Progress with driveway access design.
- > Prepare outline specifications.
- > Attend coordination meeting at County's office.
- > Coordinate stormwater requirements.

Fire & Life Safety (Code). Architectural Drawing Reviews. Review Design Development architectural drawings for fire protection and life safety issues. Comments developed as a result of this review will be documented in a letter to the Client, citing aspects of the design that may not be in strict compliance with applicable codes. Our review letter will also cite code references where applicable. Where possible, we will also provide alternatives for implementing the design intent within the code requirements. One drawing review has been budgeted during this phase.

- > Update Life Safety Drawings. Update the life safety drawings prepared SD, increasing the level of detail commensurate with the development of the design.
- > Update Fire Protection Program Report. Update the narrative report documenting the proposed development of the fire sprinkler and fire detection/ alarm systems prepared during SD. This report will include water supply hydraulic calculations (generalized, not node-to-node based, hydraulic calculations which require detailed piping layout and sprinkler locations) to show the adequacy of the existing system in supplying the sprinklers and standpipes in the new building.
- > Systems Drawings. Prepare floor plans and riser diagrams for both the sprinkler and fire alarm systems, showing the intended arrangement of the two systems. Sprinkler systems floor plans will only show arrangement of bulk feed pipe. Sprinklers will not be shown. Fire alarm system floor plans will show

fire detection and occupant notification device and major equipment locations.

- > Outline Specifications. We will prepare outline specifications for the fire protection and fire detection and alarm systems to be provided in the project.

Acoustics. Develop wall types and details

Vertical Transportation. Specify three manufacturers and develop design documentation

Low Voltage Systems. Low Voltage Systems include data-telecommunications, electronic security, audio video systems, jury call system, and electronic docket display.

Data-Telecommunications. define technology infrastructure system concepts (separate / integrated); locate drops in floor plan, riser diagram.

Electronic Security. Develop a room by room security and alarm systems matrix; develop floor plans with security devices indicated; define Security Electronics Systems including:

- > Access Control and Alarm Monitoring System
- > Video Surveillance System
- > Intercom System
- > Electronic Monitoring and Control
- > Duress System
- > Programmable Logic Controller (PLC) Electronic Detention Monitoring Systems
- > Computer Based Detention Monitoring and Control Systems
- > Building entry package and pedestrian scanning

Audio-Video Systems. Develop a room by room court systems Audio-Video matrix; courtroom technology floor plans; riser diagram

Jury Call System. Outline Specification and riser diagram.

Electronic Docket System. Develop specifications and riser diagrams for an Electronic Docket System in the new Criminal Courts Tower and allow for the potential of connecting the new docket system to the existing.

Clock System. Provide plan location drawings and outline specification for wireless clock system.

Landscape / Hardscape. Develop a landscape design and hardscape items which consist of building entry stair / ramp structure and adjacent sidewalks. Tasks include:

- > Tree preservation and landscape ordinance review
- > Planting Plan
- > Planting Palette and Detail Sheet

Signage. Signage scope of work includes preliminary signage / graphic design concepts and locations of all relevant sign types including base infrastructure, regulatory signage, and standard "back of house" signage.

QA/QC Program. We will perform a disciplinary and independent 3rd party inter-disciplinary review of all materials prior to submittal of the 95% design development submittal to County.

Specifications. Update Basis of Design narrative based on the Uniform II format and provide cut sheets of all equipment and fixtures.

## **CONSTRUCTION DOCUMENT**

At this point the Workshops become more of a reporting session to demonstrate the progress that we have made, to stop and measure the project back against the Goals established during the Project Initiation Workshop and to make refinements to the systems and the detailing of those systems.

During the Construction Document Phase, the design decisions made during the previous phases will be incorporated into a final set of documents in sufficient detail to bid and construct the project. These documents will be the basis for securing bids and constructing the facility. The documents will fix and describe all parts of the project. The construction documents will be developed in accordance with the requirements of the County and accepted standards of professional practice.

The quality of the documents will be constantly monitored throughout the development of the CD package. Additionally, a formal in-house quality review will be held at 60% and 90% completion. This review will be completed by senior design and technical staff of our Team. The purpose of this review is twofold: first, to check the coordination of the drawings and specifications and second, to review the overall quality of the package relative to clarity and constructability. Additionally, the quantity estimate will be updated at these points in order to maintain the established budget.

We will prepare construction documents for bidding and regulatory review in compliance with the Michigan Procurement Code including construction drawings and specifications including front end documents, AIA General Conditions, Supplementary Conditions, and Technical Specifications.

The construction documents will be finalized for submission to regulatory agencies and other authorities having jurisdiction for code compliance reviews and to secure final approval.

We will also obtain written approval of the bidding documents from the County and 67th District Court. We will conduct a public presentation to the County Board of Commissioners of the final plans, including final costs and implementation plan.

## **Construction Documents**

- > Complete a detailed set of floor, electrical, mechanical plans, details and specifications for permitting, bidding, and construction purposes.
- > Incorporate energy efficiency and conservation measures identified through the design process.
- > Perform a disciplinary and independent 3rd party inter-disciplinary review of all materials prior to submittal of the 95% Contract Documents submittal to County.

Architecture. Final architectural:

- > Plans, sections and elevations
- > Typical construction details
- > Final materials selections
- > Final Equipment layouts
- > Final exterior elevations / 3D electronic models, materials selections.
- > Final door/hardware schedule, demolition plan, and area tabulations compared to the program requirements.

Interior Design / FFE. Services during this phase consist of final development and of the specific Interior Design / FFE design (s):

- > Final Finish Floor Plans / Materials Selection
- > Final Furniture Plans / Cut Sheets / Specifications
- > Artwork Selections

Mechanical Engineering. Mechanical Engineering scope of work includes:

- > Prepare final working drawings in RevitMEP coordinated with Revit with AutoCAD plans and sections as drawing deliverables.
- > Final coordination of MEP system elements with architectural, structural and civil disciplines, and existing conditions.
- > Review of construction costs estimates (prepared by others) at 50% CD and 95% CD progress milestones.
- > Internal QA/QC of all documents produced (by other office personnel not engaged in the project).
- > Complete final sizing and location of equipment for the mechanical, and plumbing systems.

Electrical Engineering. Electrical Engineering scope of work includes:

- > Prepare final working drawings in RevitMEP coordinated with Revit with AutoCAD plans and sections as drawing deliverables.
- > Final Energy Compliance Calculation and specifications for the systems described in DD, and in accordance with the project schedule.
- > Final coordination of MEP system elements with architectural, structural and civil disciplines, and existing conditions.
- > Review of construction costs estimates at 50% CD and 95% CD progress milestones.
- > Complete final sizing and location of equipment for the electrical systems.

Energy Simulation Services. Energy Simulation Services scope of work includes:

- > Finalize the energy simulation to reflect the final design of the project.
- > The report for this phase will consist of a draft report and a final report addressing all required modifications.
- > Use the final version of the model to confirm compliance with ASHRAE Standard 90-2015 and determine the relative performance (e.g. percent better) using the ASHRAE Standard 90.1-2015 Performance Rating Method.
- > Finalize energy analysis report.

Lighting Design. Prepare final documentation including plans, fixture schedule, and specifications.

Site / Civil. The final design drawings will include all technical specifications, plan notes, typical sections, site geometrics, utilities, paving, grading, and erosion control. This stage will include the preparation of the following plan sheets:

#### Typical Sections

- > Complete and Comprehensive
- > Covers Access Drive and Sidewalks
- > Clearly Describes Improvements

#### Summary of Quantities

##### Existing Conditions and Proposed Grading

- > Horizontal Alignment
- > Existing Edges of Pavement, Medians, C&G, Shoulders, Driveways, Lighting, Signing, Signals, Guardrails, Structures, Etc.
- > All Existing Storm Sewers, Manholes, Catch basins, Inlets, Headwalls, Ditches, Pump Stations, Etc.
- > All Known Utilities Plotted as Accurately as Possible Including Horizontal and Vertical Locations
- > Identification, Sizes and Appurtenances on Existing Topography, Existing Drainage
- > Proposed edges of Pavement, C&G, Medians, Driveways, Sidewalks and Identifications, etc.
- > Main Drain (Horizontal, Vertical and Size), Manholes, Catch Basins, Inlets, etc. (Station/Offsets)
- > Proposed Contours

#### Erosion, Control and Landscaping Plans

Stormwater Management. Stormwater Construction Document Phase: All stormwater tasks above will culminate in a final stormwater management plan to be submitted for permit. Calculations and engineering documents shall be compiled in a manner consistent with the local requirements and will be submitted for their review. Permit fees are not included in our scope of work.

Fire & Life Safety (Code). Submittals are anticipated at the 50% and 95% completion points of this Phase.

Architectural Drawing Review. Review architectural drawings for fire protection and life safety issues. Comments developed as a result of each review will be documented in a letter to the Client, citing aspects of the design that may not be in strict compliance with applicable codes. Our review letter will also cite code references where applicable. Where possible, we will also provide alternatives for implementing the design intent within the code requirements.

Update Fire Protection Program Report. Update the report documenting the proposed development of the fire sprinkler and fire detection and alarm systems for the project and how these systems will interface with the existing systems on site.

Updates will be prepared at the 50% and 100% Construction Documents phases. The final report will be prepared at the Final Construction Documents phase of the project.

Systems Bid Drawings. Update floor plans and riser diagrams for both the sprinkler and fire alarm systems, showing the intended arrangement of the two systems.

Sprinkler systems floor plans will only show arrangement of bulk feed pipe. Branch piping and sprinklers will not be shown. Fire alarm system floor plans will show fire detection and occupant notification device locations. No wiring or conduit arrangements will be shown. The drawings are intended to show the level of information a contractor would need to bid on performing the work.

Systems Specifications. Starting with the CD phase, issue performance- based technical specifications sections for the fire sprinkler, fire pump and fire detection/alarm systems. We anticipate specifications will be provided with each of the three CD milestone submittals.

AHJ Meetings. Attend up to two review meetings with City officials.

Acoustics. Review final details and specifications of all components of the project.

Vertical Transportation. Final drawings and specifications.

Low Voltage Systems. Low Voltage Systems include data-telecommunications, electronic security, audio video systems, jury call system, and electronic docket display. Final documentation will include:

Data-Telecommunications. Final plans, riser diagrams, schedules and specifications for the technology infrastructure system.

Electronic Security. Final plans, riser diagrams, schedules and specifications for the following:

- > Access Control and Alarm Monitoring System
- > Video Surveillance System
- > Intercom System
- > Electronic Monitoring and Control
- > Duress System
- > Programmable Logic Controller (PLC) Electronic Detention Monitoring Systems
- > Computer Based Detention Monitoring and Control Systems
- > Building entry package and pedestrian scanning

Audio-Video Systems. Final plans, riser diagrams, schedules and specifications for the court systems Audio-Video matrix; courtroom technology floor plans; riser diagram

Jury Call System. Final specification and riser diagram.

Electronic Docket System. Develop specifications and riser diagrams for an Electronic Docket System in the new Criminal Courts Tower and allow for the potential of connecting the new docket system to the existing.

Clock System. Final plans, riser diagrams, schedules and specifications for the wireless clock system.

Landscape / Hardscape. Final documentation of drawings and specification for the following.

- > Planting Plan
- > Planting Palette and Detail Sheet

Signage. Final drawings and specifications for interior and exterior signage of the courthouse.

QA/QC Program. We will perform a disciplinary and independent 3rd party inter-disciplinary review of all materials prior to submittal of the 95% contract document submittal to County.

Specifications. Final specifications per CSI format.

### **3. BIDDING ADMINISTRATION**

Prior to bidding, members of the Design Team will coordinate with the County Purchasing Department the following activities:

- > Facilitate meetings with the Purchasing Department to discuss specifications developed.
- > Developing and providing bid drawings and specifications to County's Purchasing Department for review and aid with the development of final bid package.
- > Issue design documents to the appropriate City officials for review and approval as appropriate prior to bidding process.
- > Reproduce the final bid package documents to the Purchasing Department for dissemination to bidders.

During bidding, members of the Design Team will assist the County in obtaining responsive bids. Activities include providing a website location for obtaining construction documents, addenda, and post-contact information, attending the pre-bid conference, and clarifying questions from bidders via addenda.

We will attend the bid opening, and upon receipt of responsible and responsive bids, the Design Team will assist the County in evaluating the bids and make recommendations regarding contract award. If the bid requires any post-bid value engineering, the Design Team will develop strategies to achieve budget compliance.

### **4. CONSTRUCTION ADMINISTRATION & OBSERVATION**

Construction Administration is one of the final and very important steps in making the building design a reality in which maintaining our passion for craft, attention to detail and follow through, assures that design excellence is manifested in the built project. The key to our approach is responsiveness.

Our philosophy to attain design excellence during construction includes maintaining a collaborative, team attitude with the contractor team, utilization of consistent staff from previous phases, and a continued hands-on approach by the senior technical staff, under whose leadership the design team will conduct construction administration activities:

- > Review / approve submittals, shop drawings and other product data or sample to verify conformance with the contract documents.
- > Provide direction for question and concerns from the GC/CMAR and County Project Administrator in resolution of problems.
- > Attend periodic site visits (average 2 times per month) to observe the work in progress and make appropriate reports to the County. Review and certify contractor monthly applications for payment during one of the monthly meetings

- > Review proposed change orders submitted by the GC/CMAR and make recommendations as to whether such change orders should be accepted; and prepare change orders if accepted by County. Maintain a log of all such documents.
- > Assist County in identifying construction inspection / verification phasing stages that require approval to insure code compliant access, ingress / egress and life safety requirements during construction
- > Working with the County and GC/CMAR, prepare an Inspection Guide and Checklist for use by Construction Team to provide documentation of the acceptance of all required inspections conducted/ completed throughout construction of the project.
- > Conduct Substantial Completion Review of the work and issue a punch-list deficiency report to all parties. Hobbs+Black will perform two follow up inspections.
- > Issue a Certificate of Substantial Completion upon full and satisfactory completion of all construction. Issue a written determination / opinion of all outstanding change order claims.

### **5. PROJECT CLOSE-OUT**

The Project Close-Out Phase begins with substantial completion and ends only after all work is in place and the required record drawings and documents have been received and accepted from the General Contractor/Construction Manager at Risk (GC/CMAR). A detailed document checklist is issued well in advance of completion to ensure that all requirements for completion are met.

Post Construction activities include:

- > Work with the County and the GC/CMAR to prepare a punch list and ensure all items are resolved.
- > Assist the County with the close out of all contracts.
- > Issue final completion and acceptance letter recommending acceptance.
- > County's Commissioning Agent to validate appropriate implementation of energy efficiency and conservation measures.
- > Ensure the orderly delivery of all required close out documentation and warranties.
- > Coordinate with GC/CMAR to deliver all as-built documents and O&M manuals to the County per the County's requirements (one hard copy of the O&M manual along with an electronic copy on USB drive). The GC/CMAR shall be responsible for collecting hardcopies of all as-builts from the County's contractor(s) and supply documents to the A/E team to apply all field changes to the original construction drawings and submit them to the County in Revit and PDF format for future use by the County. Hobbs+Black will compile from the contractor and deliver to the County a record set of documents including warranties on equipment, permits, as-built drawings, O&M manuals, and inspection reports.

### **Litigation**

Hobbs+Black has maintained a strong track record over the past five years, with no lawsuits filed against the firm. Furthermore, Hobbs+Black has not been involved in any mediations or arbitrations during this period.



# Appendix A







# 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 Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23  Brighton MI 48114-9861	CONTACT NAME: Certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 FAX (A/C, No): (800) 969-4081 E-MAIL ADDRESS: Certs@pciaonline.com
INSURED Hobbs & Black Associates, Inc 100 N State St  Ann Arbor MI 48104	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co. 29459 INSURER B: Hartford Accident & Indemnity 22357 INSURER C: Hartford Insurance Co. 00914 INSURER D: XL Specialty Insurance Company 37885 INSURER E: Travelers INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 24-25 All 25-26 PL

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	Y	35SBWAB5460	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	35UEGBM8524	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	35XHGWW0622	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A Y	35WEGCB6645	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR5038755	2/1/2025	2/1/2026	Per Claim/Aggregate \$ 5,000,000
E	Cyber/EPLI			107159575	7/1/2024	7/1/2025	Per Claim \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: H+B Project Number: 24-338, Livonia City Center Program (LCCP) New Police Station Facility. City of Livonia, Owner and Plante Moran Realpoint, LLC are considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is considered primary and non-contributory on the general liability coverage. 30 day written notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day notice for nonpayment of listed policies. Umbrella follows form.

## CERTIFICATE HOLDER

## 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

Mike Cosgrove/SUNNY

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ACORD 25 (2014/01)

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INS025 (201401)



# Understanding of Local Codes and Regulations

The City's Zoning Regulations (last updated in 2017), is a legal ordinance that guides future development in the City of Flint while complementing the recommendations from the "Imagine Flint Master Plan". **Imagine Flint** is a comprehensive City wide planning initiative. The Master Plan was adopted in 2013 and through civil engagement, analysis, and planning, represents the communities shared values, vision, and goals. This planning process resulted in the City's future road map that identified 12 areas of the City on their Place-Based Land use Map. The Genesee County Justice Center property falls within the "Downtown District" area.



The City's Zoning Code was premised on the Imagine Flint Master Plan and regulates the allowed uses as well dimensional and design standards of a given property within the City. The Genesee County Justice Center property is currently and appropriately zoned "Downtown Core" or "D-C". Below are excerpts from the Zoning Code that directly affect the vision of this project and will be further vetted by our team experienced in the complexities of all applicable local, state, and federal codes and regulations.

## Article 4 – Commercial Zoned Districts

### Section 50.4.04 D-C Downtown Core

The **D-C Downtown Core** district is intended to accommodate the unique and vibrant mixed-use area located along Saginaw Street roughly between the Flint River and Interstate 69. Although Mixed use buildings such as dining, retail with upper story office and residential should be predominant in this district, single-purpose buildings are also allowed. The D-C district is the highest intensity district within the community and all development should be pedestrian-oriented with buildings located at or near the sidewalk's edge.

A "Government Use or Facility" is a permitted use by right in D-C zoning. Subject to compliance with the various zoning regulation sections and plan approval process. The following sections are excerpts from the Zoning Code specific to this project and that may bear a notable impact on the site layout and building design.

Section 50.4.06 - Site, Building and Bulk Standards

District Name	Lot Characteristics		Site Design						Development Intensity		
	Min. Lot Width (W)	Min. Lot Area (s.f.)	Front Setback (F)		Corner Side Setback (C)		Interior Side Setback (S)	Rear Setback (R)	Min. Lot Area per Dwelling Unit	Building Height	
			Min.	Max.	Min.	Max.	Min.	Min.		Max.	Min.
DC	20'	3000	None	5'	None	5'	None	None	None	Max. 125'	Min. 35'

**Key Notes for this section:** A dimensional regulation worth noting are the minimum and maximum setbacks from the street right of way lines. Due to the use and state and federal courthouse safety practices a minimum 50' safety buffer is recommended between the vehicle use areas and the building façade in public non-secured areas. This will be a point of focus during the initial site layout and coordination with the City's Planning and zoning staff.

### Section 50.4.08 - Building Element Requirements

This section covers required architectural design elements such as: Materials, Preservation and Variation of Facades, Entrances, Expression lines, transparency elements, and transitional features.

**Key Notes for this Section:** Section 50.4.08.G states a minimum transparency requirement shall apply to all sides of the building that abuts an urban open space or public right way shall be 70% of the façade at ground floor and 30% of the façade for upper floors. Due to the security aspects of this project our design team, with over 40 years of judicial experience, will focus on these requirements at the initial stages of design and strive for a balance between these design codes and practical and safe use of the facility.

### Section 50.12.04 – Off Street Parking Requirements

The amount of parking for Governmental Facilities is calculated at 1 parking space per employee. The City's "Final Parking Requirement Multilayer" is 0 for all D-C zoned properties and therefore not applicable to this project. Our team will work closely with the County to understand and identify employee counts early on in the programming and concept stage as this will be essential for site layout and space planning purposes. The design team will also adhere to all city, state, and federal codes regarding ADA parking and accessibility requirements.

**Key Notes for this Section:** On street parallel parking is not allowed to count toward the minimum required on-site spaces. This is notable since two of the streets the project abuts have on-street parking. Additionally, the total on-site parking cannot exceed 20% of the minimum requirement. This will be vetted during the programming stage and addressed through innovative site design and parking calculations to avoid possible variances.

## Other Agency Regulations:

### Genesee County Drain Commissioners Office (GCDC)

– This agency serves as the Municipal Enforcing Agency that administers the requirements of Part 91 Soil Erosion and Sedimentation control on behalf of the City of Flint. Construction plans, along with the required application, checklist and supporting documents, are submitted to the GCDC for review, approval, and issuance of the SESC permit prior to construction.

### The City of Flint's Municipal Storm Sewer Permitting –

In the City of Flint storm sewers fall under the City's MS4 NPDES Storm Water Management Program. Site plans for new development are required to obtain a storm water permit and as such are required to undergo review by the City's Planning and Engineering Departments during preliminary site plan review and for permitting issuance prior to construction.

**Key Note:** Typically projects that do not change the site's existing impervious cover are not required to detain their storm water runoff, assuming the existing storm sewer outlet is adequate. However, as a best management practice, water quality features are implemented to control water pollution. This can be accomplished by way of green infrastructure or mechanical devices. Our team will analyze which measures work best for the site and review our approach with City Engineering at the early stages of design.

### The City of Flint's Municipal Sanitary Sewer and Water Permitting

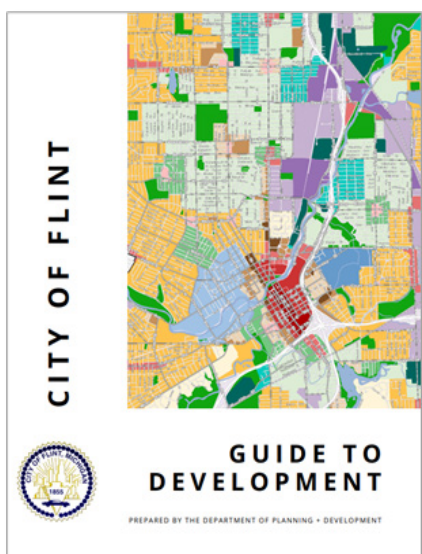
– the City's Water Service Center and Sewer Maintenance division oversee the supply of water to the site and removal of sewer to the water pollution control facility. Therefore, Site plans for new development are submitted to the City's Planning and Engineering Departments during the preliminary site plan review phase where comments are received and incorporated into the design plans prior to permitting issuance and construction.

## City of Flint Site Plan Review Process:

The City of Flint's **Guide to Development** is a valuable resource the Planning and Development Department offers to assist with new development applications and procedures that are carried out in the Planning and Zoning Division. Items covered under this guide include:

- > Site plan review
- > Special Land uses
- > Street and alley vacations
- > Rezoning and Conditional Rezoning requests
- > Zoning Board of Appeals
- > Historic District Commission applications
- > Lot Splits and Combinations, to name a few

Below is the City's Typical Site plan Review Process that we would expect for this project



# Martin Ruiter, AIA, LEED AP

Senior Vice President - Principal in Charge

Marty is a Senior Vice President with Hobbs+Black with over 30 years of experience in architecture. His responsibilities have involved a full range of design processes including initial planning and programming, design development, construction documentation, and construction administration on educational, office, municipal, religious, and recreational projects. He utilizes his design talents, technical expertise, and project management skills to interpret clients' needs and translate them into functional and aesthetic solutions.

## Relevant Experience

### State of Michigan Dept of Technology, Management & Budget

Harrison Township, MI

- > DMVA Selfridge Air National Guard Base Building Modification

Grand Rapids, MI

- > Michigan State Police Consolidation Project
- > State Office Building Escalator Replacement

Dimondale, MI

- > Michigan State Police/ Michigan Truck & Safety Commission Michigan Center for Decision Driving
- > MSP Cyber Unit - Prototype

### City of Lansing

Lansing, MI

- > New \$175M, 250,000 SF, replacement 54A District, Lansing Police Department, Fire Administration in one new facility

### City of Livonia

Livonia, MI

- > New Police Station

### State of Michigan Dept of Military & Veterans Affairs

Battle Creek, MI

- > Fort Custer Training Facility Maintenance Shop
- > Harrison, MI
- > Selfridge Air National Guard Base Building Modifications

### Clare County Transit Corporation

Clare, MI

New Facility

- > Renewable Green Systems

### Clinton County

St Johns, MI

- > New Public Safety Complex Master Plan
- > Smith Hall Interior Renovations
- > Emergency 911 Call Center
- > Maintenance Building Renovations
- > Court House Re-roof

### Genesee County Road Commission

Flint, MI

- > New Metro Garage
- > Administration Building Renovations

### Saginaw County Road Commission

Saginaw, MI

- > Administration Building Interior Renovations

Hemlock, MI

- > Master Plan

### Michigan Dept of Natural Resources

Sawyer, MI

- > Warren Dunes State Park Day Use Area Redevelopment
- > New Concessions & Toilets



## Education

Bachelor of Architecture,  
University of Detroit (1991)

Associate of Architecture  
Technology, Ferris State  
University (1988)

## Registrations

Registered Architect | MI  
(2000)

LEED Accredited Professional

Affiliations

American Institute of  
Architects (AIA)

US Green Building Council  
(USGBC)

## Tenure

With Hobbs+Black since 2008

In the industry since 1991

## Military Service

US Army Reserve, Drill  
Sergeant (1987-1995)

# Kyle Yardley, AIA, LEED AP

Managing Government Partner

With 35 years of experience, Kyle Yardley has led the design and management of complex government projects, including county jails, sheriff's offices, 911 call centers, courthouses, and county government offices. As a project designer, Kyle has focused on creating environments that foster relationships and trust between officers, deputies, and the communities they serve. Every project presents a unique opportunity to enhance user experience, promote well-being, and inspire those who dedicate themselves to public service.

## Relevant Experience

### City of Lansing

Lansing, MI

- > New Public Safety Facility & Renovations of Three Fire Stations
- > Relocation of City Offices & Departmental
- > Reorganization of City Hall

### Kent County

Grand Rapids, MI

- > 63rd District Court Facility And Space Needs Study

### Fillmore County

Preston MN

- > Jail Addition – 24-Bed
- > Sheriff's Office Remodeling

### Lino Lakes State Correctional Center

Lino Lakes, MN

- > Educational Center

### Hennepin County

Plymouth, MN

- > Adult Detention Facility, Family Visitation
- > Training Center
- > City Hall Jail Finish & Furniture Phase 1
- > Public Safety Facility Jail Finish & Furniture Phase 1

### Pennington County

Rapid City, SD

- > Jail Addition & Remodeling

### Arapahoe County\*

Centennial, CO

- > Courthouse Addition

### Adams County\*

Commerce City, CO

- > Jail Reskin
- > Sheriff Masterplan
- > Sheriff Administration Offices
- > Sheriff Flatrock Training Facility

### City of Broomfield\*

Broomfield, CO\*

- > Detention Center

### Fremont County\*

St. Anthony, ID

- > Detention Facility Expansion

### Gunnison County\*

Gunnison, CO

- > Courthouse

### Larimer County\*

Ft Collins, CO

- > Sheriff & Jail Addition

### Town of Erie\*

Erie, CO

- > Police and Municipal Court

### Montgomery County

Montgomery, MD

- > 4th District Police Station Task Order
- > Diversion Center



## Education

Texas A&M University, Master of Architecture

Texas A&M University, Bachelor of Environmental Design

## Registrations

Licensed Architect

LEED AP

## Affiliations

American Institute of Architects (AIA)

## Tenure

With BKV Group since 2024

In the industry since 1989



# Donald Garofalo

## Project Manager

As Project Manager, Don is responsible for providing outstanding technical and architectural expertise to the project and support for all project team members throughout the entire process. He uses his expertise to work with the Owner and Contractor/CM to develop and monitor budgets and schedules. Additionally, Don will manage the schematic, design development, contract documents, specification preparation, estimating and scheduling efforts of the project.

## Relevant Experience

### City of Livonia

Livonia, MI

- > New Police Station

### Gibraltar City Hall/Fire/Police Station

Gibraltar, MI

- > New Facility

### Rockwood City Hall/Police/Fire Station

Rockwood, MI

- > New Facility

### Monroe Fire Stations

Monroe, MI

- > Miscellaneous Locations - Renovations/Upgrades

### Flat Rock Community Center

Flat Rock, MI

New Recreation Facility (Aquatic Center/Gymnasium/Senior Center/Fitness Center/Daycare/Banquet Hall)

### Romulus Recreation Center

Romulus, MI

- > New Recreation Facility Addition (Outdoor Aquatic Center/Gymnasium/Fitness Center/Running Track/Rock Wall/Daycare)

### 33rd District Court

Woodhaven, MI

- > Addition and Interior Renovations

### Foothills Activity Center

Fort Collins, CO

- > New 2-Story Facility for the City of Fort Collins (Attached to the Foothills Mall)
- > Offices/Gymnasium/Fitness Center

### Michigan Dept of Natural Resources

Multiple Locations

- > Northern Hatcheries: Marquette/Thompson/Oden
- > Misc. repairs and improvements to existing buildings and holding ponds
- > New Brood Isolation Building
- > Southern Hatcheries: Platte River/Harrietta/Little Manistee Weir/Wolf Lake
- > Misc. repairs and improvements to existing buildings and holding ponds
- > New Water Building

### Guidance Center

Taylor, MI

- > New 2-Story Office Facility

### Scottsdale Fashion Square

Arizona

- > LUX Wing Addition and Renovation (Received Real Estate Award for Best Retail Project in Arizona)

### Foothills Mall

Colorado

- > Mall Renovation/Additions/ Fitness Center/Retail Out Buildings



## Education

Henry Ford Community College, Associate in Science in Architectural Construction

## Awards

Part of the team to receive CAM awards for the Flat Rock Community Centers and Gibraltar City Hall/Police/Fire.



# Henry Pittner, AIA, LEED AP

## Justice Planner & Programmer

With more than 38-years' experience as a licensed architect, Henry has spent the last 25-years leading, planning, and designing justice projects across the county including jail, sheriff's office, 911 call centers, emergency operations centers, law enforcement kennels, courthouses, and county government offices. He has completed more than 20 government projects in Michigan including projects for Alpena, Kalkaska, Kent, Ingham, Macomb, St. Clair, Tuscola, Washtenaw, and Wayne counties.



### Relevant Experience

#### City of Lansing

Lansing, MI

- > New Public Safety Facility
- > Relocation of City Offices & Departmental
- > Reorganization of City Hall

#### City of Warren

Warren, MI

- > 37th District Court

#### Ingham County

Mason, MI

- > Justice Complex – Sheriff's Office / Correctional Center and the 55th District Court

#### Kent County

Grand Rapids, MI

- > 63rd District Court Facility And Space Needs Study

#### Le Sueur County

Le Center, MN

- > Justice Center – jail, courthouse, and Sheriff's office

#### Wright County

Buffalo, MN

- > Justice Center – courthouse

#### Wayne County\*

Detroit, MI

- > Regional Justice Center Complex Master Plan
- > Regional Justice Center Complex
- > Circuit Courts Needs Assessment/Facility Program

#### Washtenaw County\*

Ann Arbor, MI

- > Courthouse Study
- > Circuit Courts
- > Courthouse
- > Public Safety and Court Facility Study

#### Shiawassee County\*

Corunna, MN

- > Justice Center
- > Justice System Needs Assessment

#### State of California, Judicial Council of California, AOC\*

Long Beach, CA

- > Governor George Deukmejian Courthouse

#### Lake County\*

Waukegan, IL

- > 19th Judicial Circuit Court Expansion

#### Maricopa County\*

Phoenix, AZ

- > Downtown South / Criminal Court Tower

### Education

Master of Architecture,  
University of Illinois,  
Champaign/Urbana, IL

Bachelor of Science in  
Architectural Studies,  
University of Illinois,  
Champaign/Urbana, IL

### Registrations

Registered Architect

### Tenure

With BKV Group since 2016

In the industry since 1983

### Awards

More than 40 awards on justice projects including: Ingham County Justice Complex; Le Sueur County Justice Center; Maricopa Downtown South Court Tower; Governor George Deukmejian Courthouse; 19th Judicial Circuit Court Expansion; Clark County Regional Justice Center; Kane County Adult Justice Center; Wheeling Federal Courthouse Addition

### Publications

More than 12 publications

# Paige Spagnuolo, AIA, NCARB, CSI

## Project Architect

Paige is involved in all aspects of project delivery at Hobbs+Black. From planning and programming to construction administration, she provides technical oversights to projects and manages consultant coordination. For projects in multiple market sectors, Paige's attention to detail ensures our clients have quality documents for their vital construction projects.

### Relevant Experience

#### City of Lansing

Lansing, MI

- > New \$175M, 250,000 SF, replacement 54A District, Lansing Police Department, Fire Administration in one new facility

#### Title Company

West Branch, MI

- > Building Addition & Renovation

#### 228 E. Saginaw St.

Breckenridge, MI

- > Mixed-Use/Office Renovation

#### The 3one3 Boutique Hotel

Alma, MI

- > Historic Renovation/ Rehabilitation

#### National Guard Joint Forces

Lansing, MI

- > Renovation

#### Capital Area Reconfiguration

Lansing, MI

- > DTMB St. Joseph Hwy.

#### The Macotta Club

Lansing, MI

- > Kitchen Incubator Build Out

#### Grove Street Sorority House

East Lansing, MI

- > New Construction

#### State of Michigan Dept of Technology, Management, & Budget

Lansing, MI

- > Capital Area Reconfiguration

#### Bridgeport - Cyber Crimes Unit Relocation

Bridgeport, MI

- > Renovation of existing facility

#### Meridian Township Central Fire Station

Okemos, MI

- > New Dormitory Addition



### Education

Lawrence Technological University – Southfield, MI, Master of Architecture

Lawrence Technological University – Southfield, MI, Bachelor of Science in Architecture & Design

### Registrations

Registered Architect | MI (2022)

NCARB Certificate

### Affiliations

American Institute of Architects (AIA)

# Jackie Wilcox, AIA, LEED AP

Senior Interior Designer

Jackie Wilcox has over a decade of experience leading and designing a wide range of project types, with a dedicated focus on creating high performing interior environments. As Director of Interior Design, she is embedded in the design and building process from concept to completion, ensuring an overall vision is realized and omnipresent in every detail. Spanning her professional education to career practice, Jackie is fascinated by the effect interior space has on culture, occupant mood and wellbeing. Driven by these curiosities, Jackie approaches each project with the intention of connecting people to their environment and each other.

## Relevant Experience

### City of Lansing

Lansing, MI

- > New Public Safety Facility & Renovations of Three Fire Stations
- > Relocation of City Offices & Departmental
- > Reorganization of City Hall

### City of Warren

Warren, MI

- > 37th District Court

### Ingham County

Mason, MI

- > Justice Complex – Sheriff's Office / Correctional Center and the 55th District Court

### Pennington County

Rapid City, SD

- > Jail Addition & Remodeling

### Fillmore County

Preston MN

- > Jail Addition – 24-Bed
- > Sheriff's Office Remodeling

### Montgomery County

Montgomery, MD

- > Diversion Center

### City of Goshen

Goshen, IN

- > New South Fire Station

### Grand Blanc Township

Grand Blanc, MI

- > Department of Public Works & Fire Station

### Village of Skokie

Skokie, IL

- > Village Hall Reno Master Plan

### City of Chanhassen

Chanhassen, MN

- > Civic Campus – City Hall, Senior Center, & Park Building

### City of Fernley

Fernley, NV

- > Fire and Emergency Response Facility

### Village of Bensenville

Bensenville, IL

- > Fire Station #107 ADA Upgrades

### Spotsylvania County

Spotsylvania, VA

- > New Fire & Rescue Station 3 & 12

### City of Winchester

Winchester, VA

- > New Fire & Rescue Station



## Education

Bachelor of Science in Architectural Studies, University of Illinois, Champaign-Urbana, IL

## Registrations

Registered Architect

LEED Accredited Professional

## Affiliations

American Institute of Architects (AIA)

IIDA, Northland Chapter

NEWH, North Central Chapter; USGBC

US Green Building Council (USGBC)

## Tenure

With BKV Group since 2022

In the industry since 2004

# Daniel Gillen, AIA, LEED AP BD+C

## Designer

Daniel is an award-winning architect with more than 20 years of experience in designing buildings that balance functionality, fiscal responsibility, and long-term community impact. As the Chicago Office Senior Design Leader and Associate Partner, he plays an integral role in shaping projects that serve counties and municipalities. Daniel understands the financial constraints counties face and is committed to creating efficient, cost-effective designs that maximize value without compromising quality. His approach integrates environmentally sustainable solutions that reduce operational costs while enhancing resilience. He recognizes that county jails and sheriff's offices are more than just buildings—they influence the well-being of staff, the public, and those in custody. By fostering strong client relationships, mentoring his team, and inspiring collaboration among consultants and contractors, Daniel ensures that every project not only meets operational needs but also contributes positively to the community it serves.

## Relevant Experience

### Pennington County

Rapid City, SD

- > Jail Addition & Remodeling

### Kent County

Grand Rapids, MI

- > 63rd District Court Facility And Space Needs Study

### Google\*

Chicago, IL

- > Design of the Thompson Center HQ, maintains its iconic form and strong DNA while bringing the design into the 21st Century

### One Commerce Tower\*

Reston, VA

- > Helmut Jahn designed office Tower will rise above the south entrance to the Wiehle-Reston East Metro Station

### Lucas Museum of Narrative Art\*

Chicago | San Francisco | Los Angeles

- > Bold new architectural design, will be a one-of-a-kind gathering place



## Education

Virginia Polytechnic and State University, Bachelor of Architecture, Minor in Fine Arts

## Registrations

Licensed Architect

LEED AP BD+C

## Affiliations

American Institute of Architects (AIA)

## Tenure

With BKV Group since 2024

In the industry since 2004

## Awards

2025 Elected Commissioner of the Plan Commission of Oak Park

2023-2025 Selected AIA Chicago Editorial Committee Member

2022: AIA 2022 Illinois Delegate

2020: Board of Directors 'Association for Computer Aided Design in Architecture' Nominee; Board of Directors 'Association for Computer Aided Design in Architecture' Nominee





# John Wiebolt, PE

## Structural Engineer

John is an entry-level Structural Engineer soon to have a master's degree, with structural design and analysis experience using a variety of engineering materials including steel, stainless steel, concrete, and timber. Proficient with Risa and Excel, and have work and classroom experience with Revit, AutoCAD, and SAP2000. EIT Certification through the state of Minnesota.

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### Relevant Experience

#### City of Lansing

Lansing, MI

- > New Public Safety Facility & Renovations of Three Fire Stations
- > Relocation of City Offices & Departmental
- > Reorganization of City Hall

#### City of Fernley

Fernley, NV

- > Fire and Emergency Response Facility

#### City of Goshen

Goshen, IN

- > New South Fire Station

#### City of Chanhassen

Chanhassen, MN

- > Civic Campus – City Hall, Senior Center, & Park Building



### Education

Bachelor of Science, Civil Engineering, University of Minnesota Twin Cities

Master of Science, Civil Engineering, University of Minnesota, Twin Cities

### Registrations

Professional Engineer

### Affiliations

American Society of Civil Engineers

### Tenure

With BKV Group since 2020

In the industry since 2020

### Awards

(ASHRAE) - American Society of Civil Engineers: Office Manager and Webmaster

AISC Steel Bridge Team: Current Treasurer & Captain, Leads the Design and Fabrication Process, Manages the yearly budget



# Brent Huhn, PE, LEED AP BD+C

## Mechanical Project Manager

Mr. Huhn's role as Mechanical Project Manager includes client contact and systems design. Mr. Huhn has broad experience with office buildings, schools, correctional facilities, and health care projects applying a wide variety of HVAC systems. His design experience includes, HVAC, Plumbing, Fire Protection, Medical Gas Systems, Geothermal Systems, and Data Room Systems. In addition to design Mr. Huhn is greatly involved in commissioning buildings HVAC, Plumbing, and Control systems. Mr. Huhn has contributed to multiple LEED certified buildings.

### Relevant Experience

#### City Of Lansing - Public Safety Complex

Lansing, MI

- > Currently providing mechanical, electrical, and plumbing design services to build a new Public Safety Complex in Lansing made up of the 54A district court, police department, fire department administration and training facility, townhall, and the jail. The project for the City of Lansing also includes two (2) new fire stations and a new Fire Training Building. Fire Station 2, 9, and the new Fire Training Building each include an internal storm shelter.

#### Clinton County Courthouse

Saint Johns, MI

- > This project consists of the design for the replacement of the existing snowmelt system for the south and east doors. This includes the replacement of the piping, the circulating pump, the snow melt heat exchanger, the snow melt pump, air separator, heat exchanger, air vents, isolation valves, gages, control valves and controls of south and east snowmelt zones. A new heater was designed to provide more heat into the south door vestibule.

#### State Of Michigan – Steven T Mason Building

Lansing, MI

- > Stevens T Mason Building project consists of renovating an eight-story building plus basement area that is approximately 253,000 square feet gross area. The HVAC, plumbing, electrical, and fire protection design consisted of evaluating the existing systems to determine the condition of the associated equipment. The mechanical and electrical systems were replaced and upgraded both due condition age and to assist in achieving LEED silver. Throughout the project matrix helped with value engineering ideas to keep the project in budget.

#### West Bloomfield Township Fire Station No. 3

West Bloomfield, MI

- > New 10,000 square foot fire station consisting of two apparatus bays, kitchen, day room, six bedrooms, locker room, shower/toilet rooms, laundry, communications room, EMS room, decontamination room, SCBA room, workshop, and gear room.



### Education

Bachelor of Science in Mechanical Engineering, Michigan State University, 2004, magna cum laude

Lansing Community College, 2002

### Registrations

Registered Engineer | MI (2009)

LEED AP BD+C (2010)

### Affiliations

American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)

Tau Beta Pi Honors Society Member

Pi Tau Sigma Honors Society Member

### Tenure

With Matrix since 2006

In the industry since 2000

# Joseph F. Sovis, PE

## Electrical Project Manager

Mr. Sovis is a Principal responsible for all electrical power, lighting, fire alarm systems, and sound & communication systems. He has extensive experience with high technology buildings and specialized systems, engine test cell facilities, security systems, sound reinforcing, uninterruptible power and emergency power generation systems.

### Relevant Experience

#### Ingham County Justice Complex

Mason, MI

- > The project consisted of mechanical, electrical and plumbing design services as well as fire protection performance specifications for a new Justice Complex that contain a new jail, administrative offices for the Sherriff's Department, Fire Department, and 54A District Court facilities. The jail and holding areas were designed as ligature resistant spaces.

#### Shiawassee County Courthouse

Corunna, MI

- > This project consisted of mechanical design to replace the building's four pipe fan coil units, boilers, pumps, hydronic piping, and air handling units. The new piping system was designed to avoid as much architectural rework as possible while still maintaining the proper sizing and performance of the system. A new building control system was included. The electrical design will consist of new emergency lighting, retrofit lighting design, and power design for all new HVAC equipment.

#### Clinton County Courthouse

Saint Johns, MI

- > Matrix has completed many projects at the Courthouse for Clinton County. Projects include a boiler replacement, snowmelt system replacement, generator replacement, ATS replacement, cooling for their Data Center, hydronic system replacement, chiller replacement, as well as an arc-flash coordination and infrared study.

#### Kent County Road Commission

Grand Rapids, MI

- > Renovated an existing 64,000 square foot bus garage that consisted of a heating system, make up air system, oil burning system, carbon monoxide/hydrocarbon detection system, and pressure controls. Added a new 45,000 square foot bus garage was also added to the existing bus garage that required a new HVAC system, plumbing, fire protection.



### Education

Bachelor of Science in Electrical Engineering, Michigan State University, 1992

Associate of Applied Science in Architecture, Ferris State University, 1986

### Registrations

Registered Engineer | MI (1999)

Registered Architect | WI (1996)

Registered Engineer | NC (2006)

### Affiliations

National Society of Professional Engineers Illuminating Engineering Society

### Tenure

With Matrix since 1999

In the industry since 1985

# Bret Emerson, RCDD/NTS

Managing Partner | A/V/ Low Voltage Project Manager

Bret Emerson is the president of Commtech Design and has been designing and consulting on technology systems for the past 30 years. His projects run from single building offices to campus type installations with over 100 buildings. Whether you are looking for a new telephone system or need to upgrade to an advanced video security system, Bret has designed systems and infrastructures that allow you not only to use the technology but helps you to understand why it is needed and how to keep track of it through drawings that are included with each design.

## Relevant Experience

City of Lansing Public Safety Buildings  
Lansing, MI

- > Designed the security and technology systems at multiple City of Lansing buildings, including Fire Station #2, Fire Station #9, Fire Training, Public Safety Building, and the City Hall. Each facility had cabling, AV, security, and raceway designed throughout.

Kent County Courts  
Grand Rapids, MI

- > Working directly with Kent County, Commtech managed the installation and designed the AV systems upgrades for all of their courtrooms in the downtown county courts building. This included new AV distribution between courts and the remote arraignment systems, and an update of the court reporting system.

County of Muskegon Hall of Justice Building  
Muskegon, MI

- > Tasked with designing the cabling, AV, security, and raceway for the 4th and 6th floor of the County of Muskegon Hall of Justice Building.

Michigan Department of Corrections  
State of Michigan

- > Design and Consult on a variety of projects through the MDOC, including Video Management Systems, Paging Systems, CATV Upgrades, and Wireless Networking at 27 different prisons within Michigan.

Benzie County Central Dispatch Center  
Beulah, MI

- > Tasked with designing the technology for the 10,000 sq. foot Benzie County Central Dispatch Center remodel. This included access control, video security systems, AV, telecommunications grounding, master clock system, communications room equipment, and fiber backbone cabling. .

Michigan State Police Headquarters  
Grand Rapids, MI

- > Commtech Design was responsible for designing the technology for a facility used for both the MSP Headquarters and the MIOC (Michigan Intelligence Operations Center).



## Registrations

BICSI Certified Registered Communications Distribution Designer (RCDD)

BICSI Certified in Network Transport Systems (NTS)

Novell Certified Network Engineer (CNE)

Cisco Certified Design Associate (CCDA)

Siemon Certified Consultant/Architect

Hubbell Certified Consultant

## Awards

Bret was named one of Building Design & Construction magazines "40 Under 40" superstars in the AEC industry for 2006.

GOVCIO 2020. Commtech was named one of the Top Law Enforcement Technology and Security Design firms in the nation

# Chris Toma

President | Cost Estimator | Target Value Design Manager

Chris has been in the construction industry for over 27 years. He has experience in many capacities including project engineer, project manager and chief estimator. Chris was the chief estimator at a national construction management firm Barton Malow. As the president of DCM Consulting, Chris will lead his team for the estimating effort at each design stage. He will attend all meetings and facilitate the cost and value studies of the project.

## **President, DCM Consulting, Inc.** Bloomfield Hills, Michigan

- > Lead and manage a group of conceptual estimators primarily focused on conceptual construction cost estimating on a wide array of projects
  - > Perform material and labor quantity take-off for projects
  - > Establish unit prices for quantity take-off
  - > Establish general conditions for projects
  - > Lead and manage project cost while collaborating with designers to incorporate design intent
  - > Negotiate costs with General Contractors and Subcontractors for Change Order work
  - > Review and negotiate subcontractor pricing
  - > Create, maintain and manage project construction schedule while interfacing with the construction operation team
  - > Perform constructability reviews of construction documents
- > Perform material and labor quantity take-off for projects
  - > Establish unit prices for quantity take-off.
  - > Establish general conditions for projects.
  - > Perform constructability reviews of construction documents.
  - > Formulate project bidding documents and scopes of work.
  - > Manage bid process.
  - > Perform scope and contract buy-out of subcontractors on a wide range of projects.
  - > Work with operations on a wide array of preconstruction needs

## **Project Manager, Skanska USA Building Inc.**

Southfield, Michigan

- > Formulate project execution plan
- > Formulate project bidding documents and scopes of work.
- > Manage bid process.
- > Manage project cost and general conditions.
- > Create, maintain and manage project construction schedule.
- > Manage construction progress with client.
- > Review and negotiate subcontractor pricing.
- > Coordinate and manage construction activities with subcontractors.
- > Manage project submittals and RFI process.
- > Manage project cost reporting.
- > Coordinate construction activities with Project Superintendent.

## **Chief Estimator, Barton Malow Company**

Southfield, Michigan

- > Lead and manage a group of estimators in the Preconstruction Department primarily focused on but not limited to conceptual estimating
- > Perform conceptual and hard bid estimates on a wide range of projects
- > Review estimate deliverables
- > Lead teams in performing conceptual and hard bid estimates on a wide range of projects



## **Education**

2009: Master of Science in Construction Engineering Management, Lawrence Technological University, Southfield, Michigan.

1997: Bachelor of Science in Civil Engineering with a construction emphasis, Lawrence Technological University, Southfield, Michigan.

1996: Passed Part I of the Professional Engineering exam.

## **Professional Societies**

2019 to Present: President of Sts. Peter & Paul Syriac Orthodox Church Parish Council

2008 to 2018: Member of The Engineering Society of Detroit

2008 to 2018: Member of American Society of Professional Estimators



## *Testimonials*

***"I think the work you all (BKV Group) did during the Courthouse study was phenomenal given the myriad challenges the pandemic presented."***

Michael Kresse | Director, General Services, Fauquier County | Fauquier County Court Study

***"The services provided by BKV Group balanced high quality design, technical proficiency, a sensitivity to our community, all within a budget performance to meet our expectations. Pine County is proud of the Government Center designed by BKV Group."***

John Stieben | Former Pine County Coordinator | Pine County Justice Center

***"We're just really proud of [the facility] and we're on time and we're under budget."***

Brett Mason | Le Sueur County Sheriff | Le Sueur County Justice Center, Published in The Mankato Free Press



DESCRIPTION:      Amendment for space study

GL #	Description	Increase/(Decrease)
1010-202.00-804.000	CONSULTANTS	150,000.00

APPROVED BY: \_\_\_\_\_

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