

DETROIT BUILDING AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH

BUILDING VITALS, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), dated and made effective as of this 21st day of March, 2024, by and between the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Authority"), and BUILDING VITALS, LLC, a Michigan limited liability company, located at P.O. Box 27735, Detroit, Michigan 48227 (hereinafter called the "Professional Contractor").

WITNESSETH:

WHEREAS, the Authority desires to engage the Professional Contractor to provide commissioning management services for the new DDOT Bus Operations and Maintenance Facility located at 14044 Schaefer Hwy, Detroit, Michigan (the "Project"); and

WHEREAS, the services to be performed hereunder (herein collectively called the "Services") are described in Exhibit A, attached hereto and made a part hereof by this reference, and are to be performed in accordance with this Agreement and Exhibit A; and

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

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

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

ARTICLE I

Engagement of Professional Contractor

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

1.02 The relationship of the Professional Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits

or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

ARTICLE II

Level of Performance, Documents and Dispute Resolution

2.01 The Professional Contractor warrants that its performance of the Services set forth in Exhibit A shall be of a professional standard of care and skill recognized to be the standard commonly accepted by practicing members of its profession. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

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

2.03 The Professional Contractor agrees to provide copies of any documents as part of the Services, if requested by the Authority.

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

ARTICLE III

Contract Term

3.01 The Services to be performed by the Professional Contractor pursuant to the terms of this Agreement shall begin on the date that a Notice to Proceed is sent by the Authority to the Professional Contractor (the "Effective Date") and shall be complete not later than March 20, 2025 (the "Contract Term"), unless the term of this Agreement is otherwise extended in writing by the Authority.

ARTICLE IV

Compensation

4.01 The Authority agrees to pay the Professional Contractor for the proper performance of the Services described in Exhibit A hereto a fee not to exceed One Hundred Fifty-Three Thousand and 00/100 (\$153,000.00) Dollars.

4.02 It is understood and agreed by the parties hereto that the fee stated above for performance of Services is inclusive of any and all remuneration to which the Professional Contractor may be entitled, and that the Professional Contractor shall not receive any fringe benefits including, but not limited to, overtime pay, holiday pay, sick pay,

vacation pay, retirement benefits, pension benefits and insurance benefits in addition to or in lieu of those expressly stated herein.

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

ARTICLE V
Method of Payment

5.01 Payment for the proper performance of Services required hereunder shall be made following submission by the Professional Contractor of an invoice for payment. The invoice shall include the following information:

- (a) The total cost of equipment provided to the Project to date.
- (b) The date of performance of the Services.
- (c) A description of the Services rendered for that billing period.

5.02 The Professional Contractor shall be paid for the proper performance of Services approved by the Authority in accordance with the payment schedule attached to Exhibit A hereto.

5.03 Acceptance of final payment by the Professional Contractor shall constitute and operate as a release of the Authority and the City of Detroit (the "City") from any and all claims by the Professional Contractor of any liability of the Authority or the City for any act or omission relating to or arising under the Agreement, including any prior omission, negligence, delay or default of the Authority, the City, or any of their officers, employees, agents or contractors. Any claim by Professional Contractor relating to or arising from the Agreement and not otherwise waived by the Professional Contractor shall be submitted to the Authority prior to final payment in a verified statement of any and all claims relating to or arising under the Agreement, setting forth with respect to each such claim the total amount thereof and the value of each item included in the claim. Unless the Professional Contractor's claims are completely submitted as required herein prior to the Authority's final payment to the Professional Contractor, the Professional Contractor will have waived such claims and the right to assert the claims.

ARTICLE VI
Assignments

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

ARTICLE VII
Termination

7.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the Professional Contractor at least fifteen (15) days before the Effective Date of the termination, should the Professional Contractor: (1) fail to fulfill in a timely and proper manner its obligations under this Agreement; (2) violate any of the covenants, agreements, or stipulations of this Agreement; (3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or (4) admit in writing its inability to pay its debts generally as they become due. The Professional Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Professional Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorneys' fees. The Authority may withhold any payment(s) to the Professional Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Professional Contractor is determined. It is expressly understood that the Professional Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Professional Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

7.02 The Professional Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. The rights provided to the Authority in the event of the Professional Contractor's breach as set forth in Section 7.01 shall be equally provided to the Professional Contractor.

7.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article VII, by issuing a Notice of Termination to the Professional Contractor of such termination, specifying the Effective Date thereof, at least fifteen (15) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Professional Contractor only for the Services rendered prior to such termination, including any retainage for the Services

previously performed. The amount of the payment shall be computed by the Authority on the basis of the Services rendered and accepted by the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Professional Contractor, as determined by the Authority relating to the commitments which had become firm prior to the termination, but only to the extent that the Professional Contractor could not have mitigated the same; and such other costs as, in the judgment of the Authority, represent a fair value of the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Professional Contractor, to the extent such Services are being performed by the Authority or its designee, the Professional Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 7.03 exceed the maximum sum payable provisions in Section 4.01 and any compensation due the Professional Contractor for any duly authorized Amendments hereto increasing the scope of work hereunder.

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

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

7.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies,

briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Professional Contractor under this Agreement or in anticipation of this Agreement shall become the Authority's sole and exclusive property, whether or not in the Professional Contractor's possession, free from any claims or retention of rights thereto on the part of the Professional Contractor. The Professional Contractor shall promptly deliver to the Authority all of such property and the Authority shall return all the Professional Contractor's properties to it. The Professional Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Professional Contractor accordingly agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Professional Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

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

ARTICLE VIII Amendments

8.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Professional Contractor, or require the Professional Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Professional Contractor's compensation, which is mutually agreed upon by and between the Authority and the Professional Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Professional Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Professional Contractor shall not be required to perform in accordance with any requested Amendment until compliance with Section 8.02 is met.

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

ARTICLE IX
Conflict of Interest

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

ARTICLE X
Confidential Information

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

ARTICLE XI
Indemnity

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

- (a) Any negligent or tortious act or omission of the Professional Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any entities associated, affiliated or subsidiary to the Professional Contractor now existing or hereafter created, or their agents and employees.

- (b) Any failure by the Professional Contractor, its personnel, employees agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Professional Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.

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

11.02 In the event any action or proceeding shall be brought against the Authority or the City, or any of their respective agents or employees, by reason of any claims covered hereunder, the Professional Contractor, upon notice from the Authority, shall at the Professional Contractor's sole cost and expense, resist or defend the same to the degree of Professional Contractor's fault with counsel of the Professional Contractor's choice, provided said counsel is acceptable to the Authority and/or the City.

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

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

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

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

ARTICLE XII
Insurance

12.01 If required by the Authority, it is agreed, prior to the execution of this Agreement by the Professional Contractor, Professional Contractor shall provide the Authority with evidence of the following occurrence based liability insurances in amounts no lower than those required under Section 12.02 and 12.03.

12.02 The Professional Contractor shall procure and maintain at its sole expense, the following insurances:

- (a) Worker's Compensation insurance which meets Michigan statutory requirements and Employers Liability insurance with minimum limits of \$500,000.00 each accident. The Professional Contractor agrees that it will obtain a similar covenant with respect to Worker's Compensation insurance from any consultant or subcontractor retained by the Professional Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor. This insurance is mandatory if the Professional Contractor has employees.
- (b) Professional Liability (errors and omissions) insurance with minimum limits of \$2,000,000 each claim. This insurance shall be kept in force and effect for six (6) years after receipt of final payment by the Professional Contractor to the extent such insurance is commercially available to the Professional Contractor for the duration of the six (6) year period; * and
- (c) Automobile liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury of \$250,000 each person and \$1,000,000 each occurrence and minimum limits for property damage of \$500,000 each occurrence. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor.

12.03 If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the Authority, render inadequate the insurance limit, or types of coverage required herein, the Professional Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be under valid and enforceable policies, issued by insurers of recognized responsibility, registered to do business in the State of Michigan and which are well-rated by national rating organizations and are acceptable to the Authority.

*Professional Liability insurance may be obtained on claims made basis, but the Professional Contractor will be required to maintain said insurance in full force and effect for a minimum of six (6) years after receipt of final payment by the Professional Contractor.

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

12.05 Certificates of insurance evidencing all required coverage shall be submitted to the Authority prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.

12.06 The Professional Contractor shall be responsible for payments of all deductibles contained in any insurance required hereunder. The provisions requiring the Professional Contractor to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the obligation to indemnify or any other liability of the Professional Contractor under this Agreement.

12.07 Unless prohibited by law, all policies of insurance required herein shall name the Authority and the City as additional insureds.

ARTICLE XIII Fair Employment Practices

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

13.02 The Professional Contractor agrees to comply with all rules and procedures adopted by the Human Rights Department. The parties hereto shall promptly furnish any information required by the City or the Human Rights Department of the City of Detroit pursuant to this Article.

The Professional Contractor shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or

indirectly with the performance of this Agreement, with respect to his (her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation.

The Professional Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to, the following areas: employment, promotion, demotion or transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training or education, including apprenticeships. The Professional Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

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

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

ARTICLE XIV

Notices

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

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

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

If to Professional

Contractor: Building Vitals, LLC
P.O. Box 27735
Detroit, Michigan 48227
Attn: Sonya M. Pouncy, Principal

14.02 Notices shall be deemed received three (3) days after the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XV
Representations and Warranties

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

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

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

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

of the United States of America as defined in Section 1445 of the Internal Revenue Code.

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

ARTICLE XVI
Office of the Inspector General

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

16.02. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

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

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

16.05. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

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

ARTICLE XVII Miscellaneous

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

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

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

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

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

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

17.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to and construed according to

the laws of the State of Michigan. The Professional Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Professional Contractor agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put the Professional Contractor on notice, and the Professional Contractor hereby waives any and all claims relative to such notice. The Professional Contractor also agrees that it will not commence any action against the Authority because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals or the State Supreme Court.

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

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

17.10 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the Authority's determination shall be controlling. However, in the event of an occurrence of any circumstance(s) beyond the control of the Professional Contractor, the Authority may, at its option, terminate this Agreement, pursuant to Article VII herein.

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

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

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

17.14 [INTENTIONALLY OMITTED].

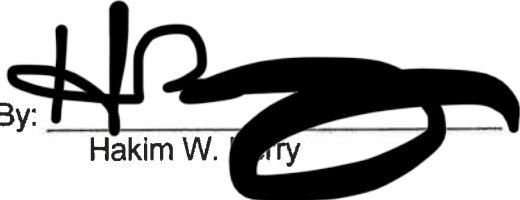
17.15 Professional Contractor acknowledges and agrees that the Authority shall be permitted to audit the Professional Contractor's financial records pertaining to the Contractor's performance of this Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit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

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


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

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

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

By: 
Hakim W. Berry

Its: Chairman

By: 
Christopher T. Jackson

Its: Treasurer

BUILDING VITALS, LLC, a Michigan limited
liability company

By: 
Jonathan Loring

Its: President

APPROVED AS TO FORM:



General Counsel, City of Detroit
Building Authority

EXHIBIT A

SCOPE OF SERVICES

[SEE ATTACHED HERETO]



Building Vitals, LLC
P O Box 27735
Detroit, MI 48227

313.729.0550
info@mybuildingvitals.com

March 15, 2024

Mr. Chris Keith
Brinker Group | Christman, JV
3633 Michigan Avenue
Suite 300
Detroit, MI 48216

PROPOSAL for: Bid Pack 4- DDOT Coolidge Operations & Maintenance Facility Commissioning

Dear Mr. Keith:

Building Vitals is pleased to submit this proposal to assist in the commissioning of three (3) new buildings for this campus. This proposal is offered in accordance with information conveyed electronically via your BuildingConnected portal.

Understanding of Our Role

Building Vitals is being asked to specify and oversee the construction phase commissioning of HVAC, lighting control, and service water heating systems for three new buildings--Bus Storage, Fleet Maintenance, and Operations--at the DDOT Coolidge Campus in Detroit, MI. Commissioning will include review of construction documents; development of commissioning specifications; development of commissioning plan including narrative descriptions of activities to be performed during each commissioning phase, list of equipment to be commissioned, system functions to be tested and desired performance criteria, as well as the necessary test conditions; reviewing select equipment submittals; directing and/or performing functional tests; collecting and organizing contractor data for the Commissioning Report; maintaining issues and status logs; and developing preliminary and final Commissioning Reports. Commissioning will be performed for lighting system controls and mechanical (HVAC and service water) systems in buildings with total cooling capacity equal to or greater than 480,000 Btu/h (40 tons) and combined heating capacity of equal to or greater than 600,000 Btu/h (50 tons). The objective, in accordance with IECC 2018, is to verify and document that lighting control, HVAC and service water heating systems will perform as intended to meet the Owner's Project Requirements and that the Owner has been trained to operate and maintain the equipment to facilitate acceptable performance over the equipment lifetime.

Scope of Services and Tasks

Building Vitals will provide technical support in accordance with the following:

- 1 **Meetings and Coordination.** Meet with project managers and/or members of the project team at project kick-off, project conclusion and as required throughout the duration of the project to review progress and discuss relevant matters. At a minimum, meeting attendance to include the bi-weekly design team meetings initiated during design development and continuing through contract documents.
- 2 **Construction Phase Commissioning.** Manage the commissioning process and activities in coordination with A/E, CM, appropriate subcontractors and Owner Staff. Work will include:
 - a) Use the project database (Procore) as appropriate to house project Cx records.
 - b) Conduct Commissioning Kick-Off meeting

- c) Issue Commissioning Plan with table of contents to include: introduction; team members, roles & responsibilities; process overview including communication protocols; forms, checklists, and test procedures; written work products; acceptance criteria for the systems manual, training program, and building turnover; and the current commissioning schedule.
- d) Conduct and record & publish minutes of commissioning meetings
- e) Finalize and adjust the commissioning schedule as needed
- f) Coordinate and direct commissioning activities
- g) Review equipment submittals
- h) Direct and witness functional performance testing of each listed system and major piece of equipment under anticipated modes of operation including normal, emergency, automatic back-up (or redundant), and on restoration of power
- i) Maintain a master issues log
- j) Maintain a testing status record with recommended actions, corrections and retesting outcomes where needed
- k) Preliminary commissioning report in electronic format with lists of:
 - Uncorrected deficiencies
 - Tests deferred for climatic conditions with the necessary climatic conditions required
- l) Final commissioning report in electronic format with:
 - Results of performance tests
 - Corrective measures used or proposed for deficiencies found during testing
 - Master issues log
 - Test procedures for all modes of operation along with acceptance criteria
 - Tests deferred for climatic conditions with the necessary climatic conditions required
 - Records of owner O&M training
- m) Compile Systems Manual

3 Included Systems. Systems and equipment potentially included in the construction phase commissioning are:

- a) Heating, Ventilating, and Air-Conditioning Equipment
 - HVAC system-level controls
 - HVAC equipment listed in IECC 2018 Table C403.3.2, except equipment classified as small packaged or unitary equipment not requiring an economizer
 - Economizers
 - Unitary air-conditioners
 - Condensing units
 - Heat pumps
 - Water chilling packages
 - Packaged terminal air-conditioners and heat pumps
 - HVAC air system balance
 - HVAC water system balance (if applicable)
 - Warm air furnaces
 - Gas and oil-fired boilers
 - Heat rejection equipment
 - Computer-Room air-conditioners and DX-DOAS units
 - Heat recovery packages
- b) Service Water Heating Equipment
 - Service water system-level control
 - Electric, gas or oil-fired water heaters with integral storage tanks
 - Gas or electric instantaneous water heaters
 - Hot water supply boilers

- Unfired storage tanks
- c) General Lighting Controls
- Lighting system-level control
 - Manual controls
 - Automatic occupancy/vacancy sensors
 - Automatic time switches
 - Automatic daylight responsive sensors

4 **Excluded Systems.** Fire, plumbing, communications, safety, security, power, back-up power and all other systems not listed above are excluded from this proposal.

5 **Excluded Services.** Commissioning for the design process, including pre-design phase, design development phase and construction document development phase commissioning, as well as all post-occupancy/turnover commissioning; and all services not listed above are excluded from this proposal.

Assumptions

Should any of these assumptions be incorrect, the budget and /or scope of work may need to be adjusted. The budget for this proposal is based on the following assumptions:

- 1 Document of Owner's Project Requirements (OPR) will be provided to Building Vitals by others.
- 2 Equipment specifications, including quantity, performance criteria, and sequences of operation under normal, emergency, back-up, and restart of power conditions, will be provided to Building Vitals by others.
- 3 Actual testing for mechanical equipment and systems (HVAC and service water heating) will be carried out by others, who may include the general and or trades contractors.

Preliminary Schedule

We are prepared to begin this work in 2024 according to your schedule conveyed via your Building Connected

Budget and Fees

Fees for the above technical services are estimated based on blended hourly rate for administrative and engineering responsibilities. Services will be invoiced monthly based on percentage of work completed during the previous month. The estimated budget is shown below.

Fees
\$78,000.00

We appreciate the opportunity to provide this proposal and we hope that it will meet with your approval. If you have any questions or concerns, please feel free to contact me by phone at 313.729.0550 or by email at sonya@mybuildingvitals.com.

Sincerely yours,

Building Vitals, LLC



Sonya M. Pouncy, CEM, LEED-AP, CMVP

Principal

DETROIT DEPARTMENT OF TRANSPORTATION

FORM A
Page 1 of 4

BIDDER'S CERTIFICATION STATEMENT

The bidder, Building Vitals, LLC, states
(Complete Legal Name)

1. That the company is or is not (circle one) owned or controlled by a parent company, which owns fifty-one percent (51%) or more of the voting rights and/or assets of the bidder; and that (if there is a Parent company) the complete legal name, main office address, and state of incorporation of said parent company is as follows:

2. If the bidder is a Corporation, it is or is not (circle one) a Michigan Corporation and if not, which State are you registered as a Corporation.

3. That it is aware that its agents, officers, and employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with this bid;

4. That it is aware that the work specified herein is to be performed in accordance with the affirmative Action Requirements of these contract documents, and that all of its subcontractors are aware of said requirements and also agree to comply with them;

DETROIT DEPARTMENT OF TRANSPORTATION

FORM A
Page 2 of 4

5. That it:
- a. has 50 or more employees; and
 - b. has a contract of \$50,000 or more, or which may reasonably be expected to total \$50,000 or more in any 12 month period; or
 - c. is a financial institution which serves as a depository for Government funds in any amount, acts as an issuing or redeeming agent in U.S. savings bonds and notes in any amount, or subscribes to federal deposit of share insurance.

Yes _____ No X

If a negative response is indicated above, then check "Not Applicable" for A, B, and C below, If a response of "Yes" is indicated above, that it is in compliance with the following Federal Affirmative Action Requirements cited in the Federal Register, Tuesday, December 30, 1980, Vol. 45, No. 251, Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors, Action Requirements, Final Rule: (41 CFR Parts 60-1, 60-2, 60-4, 60-20, 60-30, 60-50, 60-60, 60-250, and 60-741), and that it will secure documentation of such compliance from its subcontractors

- A. Standard Form 100 (EEO-1) is filed annually on or before the 31st day of March with the Joint Reporting Committee, the U.S. Office of Federal Contract Compliance or with the U.S. Equal Employment Opportunity commission.

Yes _____ No _____ Not Applicable X

- B. The bidder has participated in previous contracts or subcontract subject to the general obligations of Executive Order 11246, for government contractors and subcontractors contained in Code of Federal Regulations, Part 60.

Yes _____ No _____ Not Applicable X

- C. The bidder has participated in previous contracts or subcontract subject to the general obligations of Executive Order 11246, for government contractors and subcontractors contained in 41 Code of Federal Regulations, Part 60.

Yes _____ No _____ Not Applicable X

DETROIT DEPARTMENT OF TRANSPORTATION

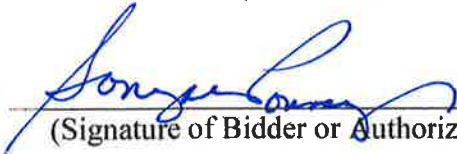
FORM A
Page 3 of 4

6. That it will fully comply with the DBE requirements and will minimally meet and, where possible exceed the requirements for this project.

Building Vitals, LLC
(Complete Legal Name of Bidder)

Physical: 18300 Bretton Drive, Detroit, MI 48223

Mailing: P O Box 27735, Detroit, MI 48227
(Address of Bidder)

By: 
(Signature of Bidder or Authorized Representative)

President
Title

Not Applicable
Name of DBE/WBE Liaison

Not Applicable
Address of DBE/WBE Liaison

Not Applicable
Phone Number of DBE/WBE Liaison


DETROIT DEPARTMENT OF TRANSPORTATION

FORM A
Page 4 of 4

I, Sonya M. Pouncy, Secretary for Building Vitals, LLC

The bidder, attest to the authority of Sonya M. Pouncy

To execute this bid proposal in behalf of the bidder and the parent company if other than the bidder.


Secretary

DETROIT DEPARTMENT OF TRANSPORTATION

FORM B

Project/ RFQ No.: BP#4 Materials Testing and Commissioning
Project Title: DDOT Coolidge Operations and Maintenance Facility

Amendments/Riders

The undersigned acknowledges receipt of the following amendments/riders to the request for quotations (RFQ) or request for proposals (RFP) document:

Amendment/Rider No. None , Dated Not Applicable

Addendum No. 1 Dated 3/14/2024

Addendum No. 2 Dated 3/14/2024

Company Name: Building Vitals, LLC

Authorized Signature: 

Name: Sonya M. Pouncy
(Print)

Title: President

Date: 04/19/2024

DETROIT DEPARTMENT OF TRANSPORTATION

FORM C-1

File Number: _____
Project Title: DDOT Coolidge
Operations & Maintenance Facility

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH 49 USC 5323(j)(1)

The bidder hereby certifies that it will comply with the requirements of 49 USC 5323(j)(1) and the regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____


Title: _____

**DO NOT COMPLETE UNLESS PRODUCT OFFERED DOES NOT MEET THE
BUY AMERICA REQUIREMENTS**

BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH 49 USC 5323(j)(1)

The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) (1), but may qualify for an exception to the requirement pursuant to 49 USC 5323(j) (2) (B) or (j) (2) (D) and regulations in 49 CFR Part 661.7.

Date: 04/19/2024

Signature: 

Company Name: Building Vitals, LLC

Title: President

NOTE: The Buy America Requirements are not applicable. Building Vitals, LLC is providing services, not products.

BA(6/6/00)

DETROIT DEPARTMENT OF TRANSPORTATION

FORM Q-1
Page 1 of 5

IDENTITY OF PROPOSER

1. Proposer's Full Legal Name: Building Vitals, LLC

2. The Proposer represents that it operates as the following form of legal entity:
(Check whichever applies and fill in any appropriate blanks.)

9 an individual or sole proprietorship

9 a general partnership

9 a limited partnership

9 a joint venture consisting of: _____
and _____

(List all joint ventures on a separate sheet, if this space is inadequate.)

9 a non-profit organization

a corporation organized or incorporated under the laws of the following
state or country:

Michigan on the following date: 06/19/2014

3. Proposer's federal taxpayer identification number: 46-5742481

DETROIT DEPARTMENT OF TRANSPORTATION

FORM Q-1

Page 2 of 5

4. Proposer's legal address: 18300 Bretton Dr., Detroit, MI 48223

Telephone Number: (313) 729-0550 Fax Number: (____) _____

5. Proposer's local or authorized point of contact address:

Name: Sonya M. Pouncy Title: President

Address: 18300 Bretton Dr., Detroit MI 48223

Telephone Number: (313) 729-0550 Fax Number: (____) _____

6. a. If Proposer is a corporation, has the Certificate of Incorporation been previously filed with the Detroit Department of Transportation?

_____ YES NO If answer is "NO", attach a certified copy.

b. Attach a certified copy of the By-Laws and Resolution of the Corporation giving the names and titles of the corporate officers other than President, as well as non-officer employees, who are authorized to sign contracts, bonds, bills of sale and other legal instruments in connection with the Contract, if the same have not been previously filed.

c. If a foreign corporation, has proof of authority to transact business in the State of Michigan been previously filed with the Detroit Department of Transportation?

_____ YES _____ NO If answer is "NO", attach a certified copy.



In the event that any of Proposer's previous submissions to DDOT in response to the above (questions a-c) no longer represent the Proposer's current corporate status, Proposer must attach a certified copy of any documents amending its previous submissions.

7. a. How long has the Proposer been in business? Technically, 10 yrs. Actively, 3 yrs.

b. Have Proposer's major shareholders, officers or principals been in business under another name? If so, identify name and dates used.

313 Construction, LLC from 2014 to 2017

c. How many years experience as a prime contractor/consultant? 3 yrs

d. How many years' experience as a subcontractor/sub-consultant?
3 yrs

8. If your firm considers itself to be an MBE, WBE or DBE, then within the past three years has the Proposer had any MBE, WBE, or DBE certification certification) revoked or, if you made application for such certification during such period, was same denied?

 YES X NO If answer is "NO", attach a certified copy



9. List below the names, business addresses, titles, and telephone numbers of the following people: if a corporation, identify the president, executive officers, and any other officers directly responsible for this Proposal; if a partnership, identify the partners directly responsible for this Proposal; or, if another form of business entity, identify the principals directly responsible for this Proposal.

Name: Sonya M. Pouncy
Title: President / Member
Address: 18300 Bretton Dr., Detroit, MI 48223
Phone Number: (313) 729-0550

Name: Not applicable-Single Member LLC
Title:
Address:
Phone Number: ()

Name: Not applicable-Single Member LLC
Title:
Address:
Phone Number: ()

Name: Not applicable-Single Member LLC
Title:



Address: _____

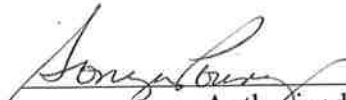
Phone Number: () _____

Name: _____
Not applicable-Single Member LLC

Title: _____

Address: _____

Phone Number: () _____



Authorized Signature

04/19/2024

Date

Sonya M. Pouncy

Printed Name

President

Title

313-729-0550

Phone

UNSIGNED BIDS/PROPOSALS CANNOT BE CONSIDERED.



RFQ/Project Number: BP#4

Project Title: DDOT Coolidge Operations and Maintenance Facility

PROPOSER'S REPRESENTATION

1. By submission of this Proposal, the undersigned, and each person signing on behalf of the undersigned, certifies that in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - a. the prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 - b. unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the undersigned prior to opening, directly or indirectly, to any other proposer or to any competitor prior to the closing date for proposals;
 - c. no attempt has been or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

A Proposal shall not be considered for award nor shall any award be made where a, b, and c, above, have not been complied with provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed and notarized statement which sets forth in detail the reasons therefore.

Where a, b, and c, above, have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the DDOT Procurement Manager, or his/her designee, determine that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer (i) has published price lists, rates, or tariffs covering items being procured; (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (iii) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of a, b, and c above.



2. It is the Department of Transportation's (DOT) policy to award contracts to only those offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities.
- a. No appointed or elected official, member or other officer or employee of the City of Detroit, during the performance of this Contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof, has been or will be offered or given any tangible consideration in connection with this Proposal/Contract
- b. Proposer covenants that neither Proposer nor, to the best of the Proposer's knowledge after diligent inquiry, any director, officer, owner or employee of the Proposer has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
- c. In the event Proposer has no prior knowledge of a conflict of interest as set forth in "a" and "b" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the DDOT Materials Manager. Proposer shall thereafter cooperate with DDOT's review and investigation of such information, and comply with any instruction it receives from the DDOT Materials Manager in regard to remedying the situation.
3. The following statements apply to any proposal or contract between Proposer and the City of Detroit: (In the event of a "Yes", DDOT reserves the right to inquire further with respect thereto.)
- a. Statement b thru o below also apply to i) Proposer's Parent, subsidiaries and affiliates (if any), ii) any joint venture, including its individual members and any other form of partnership (including its individual members) which includes: Proposer or Proposer's parent, subsidiaries, or affiliates; iii) Proposers directors, officers, principals, and managerial employees and any person or entity with a 10% or more interest in Proposer; iv) any legal entity controlled, or 10% or more of which is owned by Proposer, of by any director, officer, principal, or managerial employee of Proposer, or by any person or entity with a 10% or more interest in Proposer; or v) any parent, subsidiary or affiliate of any legal entity controlled, or 10% or more of which is owned by Proposer, or by any director, officer, principal or managerial employee of Proposer, or any person or entity with a 10% or more interest in Proposer.
- b. Has the Proposer been declared not responsible? (Check "Yes" or "No", as appropriate.)
Yes () No ()
- c. Has the Proposer been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?
Yes () No ()



d. Has the Proposer been a defaulter, as principal, surety or otherwise.

Yes () No ()

e. Has the government or other public entity requested or required enforcement of any of its right under a surety agreement on the basis of a Proposer default or in lieu of declaring Proposer in default. (Check "Yes" or "No", as appropriate.)

Yes () No ()

f. Is the Proposer in arrears upon a contract or debt. (Check "Yes" or "No", as appropriate.)

Yes () No ()

g. Are there any proceedings pending relating to Proposer's responsibility, debarment, suspension, voluntarily exclusion or qualifications to receive a public contract. (Check "Yes" or "No", as appropriate.)

Yes () No ()

h. List the name and address of each person or legal entity which has a 10% or more ownership or control interest in Proposer (attach additional pages as needed).

Sonya M. Pouncy 18300 Brettin Dr. Detroit, MI 48223

i. Has been convicted by plea or verdict of guilty of, or pleaded nolo contendere to, a misdemeanor or felony in any federal, state or local court. (Check "Yes" or "No", as appropriate.)

Yes () No ()

j. Having pending any state or federal grand jury or court an indictment or information for the commission of a crime which has not been favorably terminated. (Check "Yes" or "No", as appropriate.)

Yes () No ()

k. is the subject of any pending investigation by any grand jury, commission, committee or other entity or agency or authority of any state or the federal government in connection with the commission of a crime. (Check "Yes" or "No", as appropriate.)

Yes () No ()

l. Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state or local government entity, any public authority or any public entity. (Check "Yes" or "No", as appropriate.)

Yes () No ()



m. Within the past five years, has refused to testify or to answer and question concerning a bid or contract with any federal, state, or local government entity, any public authority or other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding. (Check "Yes" or "No", as appropriate.)

Yes () No ()

n. Is currently disqualified from selling or submitting a bid to, or receiving an award from, or entering into public entity or public authority within the State of Michigan because, within the past five years, such entity or person refused to testify or to answer any relevant question concerning a transaction or contract with the State of Michigan, any political subdivision of the State of Michigan, or a public authority or a public department, agency or official of the State of Michigan or of a political subdivision of the State of Michigan, when called before a grand jury or other state or local department, commission or agency which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither that person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding. (Check "Yes" or "No", as appropriate.)

Yes () No ()

o. Has within a three year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (Check "Yes" or "No", as appropriate.)

Yes () No ()

p. Explain any "YES" answers to a thru o in the space provided below (attach additional pages as needed).

Not Applicable



ADDITIONAL QUESTIONS


1. List all Proposer's employees:
 - a. who are currently employees of the City of Detroit.

 - b. who within the past two years have been City of Detroit employees who were involved on behalf of Proposer with the preparation of this Proposal or would be involved in the performance of the Contract if it is awarded to Proposer.

 2. Does Proposer have a subsidiary or affiliate:
Yes () No () If answer is "Yes", list firm name, address and affiliation

 3. Is Proposer a subsidiary of another entity:
Yes () No () If answer is "Yes", list firm name, address and affiliation

 4. Does Proposer, and director, officer, principal or managerial employee of Proposer, or any other person or entity with a 10% or more interest in Proposer have an interest of 10% or more in any other firm or legal entity?
Yes () No () If answer is "Yes", list individuals name and firm or entity
313 Construction, LLC

- Signature: 
Title: President
Firm: Building Vitals, LLC



RFQ/Project Number: _____

.....
Project Title: _____

TECHNICAL DISCLOSURE

1. List the name, title and business address of each director and principal officer of Proposer.
Sonya M. Pouncy, President, 18300 Bretton Dr., Detroit, MI 48223

2. Number of employees: 0* including 0* employees in the Metropolitan Detroit Area.

3. Does the Proposer have any outstanding bids or proposals for contracts (i.e., bids or proposals pending where no contract has yet been awarded) with the City of Detroit? If none, state "None". If yes, please list them and provide the name of the requesting agency, the contract number, a brief description of the work effort and the status of the bid or proposal. Indicate if the bid/proposal was submitted by the Bidder as prime contractor or joint venture.

None

4. Has the Proposer been awarded any contracts within the last three years by the City of Detroit? If none, state "None". If yes, describe those contracts beginning with the most recent. State the name of the contracting entity; give a brief description of the contract and the contract number; state the contract period, the status of the contract, and the name, address, and telephone number of a contact person at the agency. Indicate if award was made to Proposer as prime contractor or joint venture. Proposer need not provide more than six such descriptions.

None

*Currently, there are no staff other than the company President.



5. Does the Proposer have any current private sector projects? If none, state "None". If yes, provide name and address of owner, a brief description of work, status of contracts and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Proposer is acting as prime contractor or joint venture. Proposers need not provide more than six such descriptions.

See Attached List

6. For each of the following contracts, provide a brief description of the work performed, the contract number, the dollar amount at award and at completion, date completed, and the name and telephone number of the owner's representative.

- a. Each contract completed during the last three years or, if less than three contracts have been completed during the last three years, list the last three contracts completed.

See Attached List

- b. Each contract completed during the last three years or, if less than three contracts have been completed during the last three years, list the last three contracts completed, for which liquidated damages or penalty provisions were assessed against you for failure to complete the work on time or for any other reason.

None



7. List each contract which, during the last three years, the person/entity contracting with you:
i) terminated for default; ii) sued to compel performance; iii) sued to recover damages, including, without limitation, upon alleged breach of contract, misfeasance, error or omission or other alleged failure on your part to perform as required by your contract; or iv) called upon a surety to perform the work.

None

8. Describe whether any present or anticipated commitments and/or contractual obligations might have an influence on the capabilities of the Proposer to perform the work called for by this Contract. Any apparent conflicts as between the requirements/commitments for this Contract and the matters listed in items 3, 4, 5 or 6, above, with respect to the use of Proposer's resources, such as management or technical expertise or financing, should be explained. If none, state "None".

None

9. Describe any litigation, in which the Proposer is involved, which:

- a. has or may have an impact on the Proposer's ability to perform any work called for by this solicitation; or
- b. the demand or potential exposure is for more than \$250,000, exclusive of personal injury litigation where the liability is covered by insurance.

If none, state "None."

None



10. During the past three years, has the Proposer's firm ever been a party to a bankruptcy or reorganization proceeding?

YES NO If answer is "YES", explain below.

11. a. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, list the license, permit, or certification that the Proposer or Proposer's employees or agents possess. If none, state "None".

<u>License or Permit or Certification</u>	<u>Name of Holder</u>	<u>Issuing State or Entity</u>
None Required		

b. Have any of the Proposer's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years.

YES NO If answer is "YES", explain details below.



12. Does the Proposer's firm share office space, staff or equipment (including telephone exchanges) with any other business or organization?

YES NO If answer is "YES", list firm name, address and nature of shared facilities.

313 Construction, LLC Shared post office box

13. Has Proposer's safety practices/procedures been evaluated or rated as less than satisfactory by the City or State of Michigan, any other state, any public authority or other public entity, the United States government, within the past five years?

YES NO If answer is "YES", explain details below.

14. Is your firm's Workers Compensation Experience Rating 1.2 or greater?

YES NO If answer is "YES", explain details below.

15. Does Proposer have either a history of claims loss or any substantial individual claim loss within the past five years due to general liability or workers compensation claims?

YES NO If answer is "YES", explain details below.



16. *List the names, titles and attach resumes which indicate the level of skill and experience of your proposed project management team. (See Specifications or the Scope of Work for the functions of the project management team, as applicable, and other requirements in regard to project management.)*

See Attachment

17. Which of the individuals named in item 16, above, will be utilized exclusively on this Contract on a full-time basis? (The Specification or the Scope of Work may indicate requirements for certain dedicated staff.)

Not Applicable-This contract does not require exclusive full-time engagement.

18. Which of the individuals named in item 16, above, are not presently officers, partners, owners or employees of the firm?

19. Attach an outline of your proposed Quality Control program (see appropriate section of the Specifications or the Scope of Work) for this Contract. Where the Specifications or the Scope of Work set out required elements for the program, such outline must cover each element.

Signature: _____

Title: President

Firm: Building Vitals, LLC



FORM R

Certification of Compliance with
Drug and Alcohol Policy and Testing Program

Federal Transit Administration (FTA) regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655, as amended) and "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40), require the establishment and implementation of an alcohol misuse and anti-drug program which includes:

1. Training for safety-sensitive employees and training for supervisors in accordance with the federal regulations.
2. Testing of safety-sensitive employees for drugs and alcohol in accordance with the approved testing protocols and procedures set forth in the federal regulations under the following circumstances:
 - Pre-employment
 - Reasonable Suspicion
 - Post-Accident
 - Random
 - Return to Duty
 - Follow Up
3. Use of a Medical Review Officer (MRO) for all drug tests and a Substance Abuse Professional (SAP) for evaluations and follow-up treatment and testing recommendations for all individuals who test positive under any drug and alcohol test, as these requirements are set forth in the federal regulations.
4. Annual submission of a Management Information System (MIS) electronic report before March 15th of each year to both the FTA and the Detroit Department of Transportation's (DDOT) Designated Employee Representative (DER).
5. Maintenance of records in accordance with the federal regulations, which records will be made available upon request to DDOT or its designee.

I hereby certify that such a program has been established:

I do not have such a program, but agree to establish one upon notification of purchase order award:

Name of Official

Sonya. M. Pouncy

Name of Official

Title of Official

President

Title of Official

Name of Company

Buidling Vitals, LLC

Name of Company

Signature



Signature

Date

04/19/2024

Date

2021-23 Contracts for Building Vitals, LLC

Owner	Contract With	Contract Level	Work Description	Contact Name	Contact Phone	Award Date	Award Amount	Completion Date	Final Contract Amount	Expected Completion Date for Open Projects
Energy Sciences	Energy Sciences	Prime	Technical Training & Other Misc. Training	Elie Touma	248-206-2412	Jun-2020	Hourly	Dec-2022	\$ 28,957	
Flint Community (Public) Schools	Newman Consulting	3rd Tier Subcontract	Facility condition assessments	Jim Newman	248-626-4910	Oct-2020	\$ 2,603	Nov-2020	\$ 2,603	
Plymouth United Church of Christ	PUCC	Prime	Consulting	Nickolas Hood, III	313-831-2460	Aug-2021	\$ 24,000	Feb-2022	\$ 24,000	
Plymouth United Church of Christ	Inkwell	Prime	Energy analysis	Ryan Zampardo	248,535,4595	Jan-2022	\$ 2,256	Apr-2022	\$ 2,256	
EGLE	EGLE	Prime	Development of code compliance aids	Jake Wilkinson	(517) 290-7995	Mar-2022	\$ 50,004	May-2023	\$ 50,004	
MDOT	Scales Associates	3rd Tier Subcontract	Condition Assessment	Charles Scales	313-962-8830	Mar-2022	\$15,300	Aug-2022	\$ 15,300	
Inkwell	Inkwell	Prime	Energy analysis	Ryan Zampardo	248,535,4595	Mar-2022	\$ 650	Jun-2022	\$ 650	
Indian Village Manor	Indian Village Manor	Prime	Preliminary Energy Analysis	Vernon Strand	313-268-5553	Oct-2022	\$ 2,600	Mar-2023	\$ 2,600	
DDOT	Scales Associates	3rd Tier Subcontract	Commissioning	Charles Scales	313-962-8830	Feb-2023	\$100,000	Mar-2024	\$ 34,137	
Plymouth United Church of Christ	PUCC	Prime	Consulting	Nickolas Hood, III	313-831-2460	Mar-2023	\$ 48,000	Feb-2024	\$ 48,000	
DTE Energy & Consumers Energy	MEEA	3rd Tier Subcontract	Energy efficiency training	Michelle Thorsell	312,784,7249	Apr-2023	\$ 100,000	Open		Oct-2026
RESTART	RESTART	Prime	Energy audits	Robert Jackson	517759579	May-2023	Per Audit	Open		Dec-2023
Consumers Energy	Slipstream	2nd Tier Subcontract	Technology Pilot	Jon Kollner	608,729,6834	Jun-2023	\$ 15,400	Open		Jun-2024
Objective	Objective	Prime	Energy Model	Clark Orthwein	(954) 649-7205	Aug-2023	\$ 15,300	Mar-2024	\$ 12,000	
Indian Village Manor	Indian Village Manor	Prime	Energy audit	Vernon Strand	313-268-5553	Sep-2023	\$ 4,700	Dec-2023	\$ 4,700	
Objective	Objective	Prime	Utility Rate Analysis	Clark Orthwein	(954) 649-7205	Sep-2023	Hourly	Sep-2023	\$ 600	
SFRF	Hawks & Associates	3rd Tier Subcontract	Facility condition assessments	Dwight Hawks	313-472-5888	Nov-2024	\$ 85,000	Open		Sep-2024
SFRF	Scales Associates	3rd Tier Subcontract	Facility condition assessments	Robin Scales	313-962-8830	Nov-2024	\$ 17,708	Open		Sep-2024

Certified Energy

Manager and Licensed Builder experienced in the development and delivery of building performance management & optimization programs for facility managers and utilities.

Degreed Mechanical Engineer in the energy management and HVAC equipment sales industries who consistently reduces costs and increases productivity using continuous process improvement strategies.

Demonstrated abilities in project management, engineering analysis and in communicating complex, technical information to both technical and non-technical audiences.



EDUCATION

PURDUE UNIVERSITY
West Lafayette, IN
Bachelor of Science in
Mechanical Engineering
1991

**CENTRAL MICHIGAN
UNIVERSITY**
Mt. Pleasant, MI
Master of Arts in English
2015

SONYA M. POUNCY, CEM, CMVP, LEED AP

P. O. Box 27735
Detroit, MI 48227

313.729.0550
sonya@mybuildingvitals.com

Ms. Pouncy is a degreed mechanical engineer with more than 20 years of experience in the energy management and HVAC equipment industries. She began her career developing residential furnaces and later sold chillers, air-handlers and other heavy equipment. Sonya participated in several Kaizens for both manufacturing and business processes; and received training in problem-solving, process improvement and statistical process control. Thereafter, she has consistently brought these bodies of knowledge to bear on her work.

Sonya has worked with manufacturer's representatives, utilities, and consultants. She is an active member of ASHRAE and currently serves as the Program Subcommittee Chair of TC 7.3—the Technical Committee on Operations, Maintenance, and Cost Management; and Chair of the Detroit Chapters' COVID-19 Task Force.

EXPERIENCE

BUILDING VITALS, Detroit, MI

June 2020 – Present

Founder. Support business clients in meeting challenges to proactive energy management by providing strategic solutions that include energy auditing, project management, measurement and verification, and technical education. Projects include:

Client: State of Michigan, Department of Environment, Great Lakes and Energy

With a team of subcontractors, co-developed a series of code compliance aids for energy code officials, as well as industry practitioners, to help improve compliance with the current Michigan Energy Code and smooth the transition to the next iteration of the code.

Client: Plymouth Congregational United Church of Christ

Representing the Owner's interests during negotiations with adjusters and claims agents. Assisting in navigating the claims process, monitoring and overseeing the work of restoration contractors, and ensuring that all work is done with respect to Owner's targets for quality, cost and time.

Client: Inkwell Partners

Performed study to determine causes for high heating bills and developed prioritized plan to reduce consumption and costs. Study included a review of building design and field conditions, infrared thermal analysis, and cost estimations.

Client: Inkwell Partners

Performed peer review of proposed heating system for the renovation of a 5-story multi-family residential building.

Client: State of Michigan

Subcontractor to: Hawks and Associates

Conducted school building assessments to identify potential HVAC system modifications and upgrades to reduce risks of indoor transmissions of infectious aerosols such as the virus causing COVID-19.

Client: First Baptist Institutional Church

Subcontractor to: Hawks and Associates

Managing a series of projects to upgrade HVAC equipment. Responsible for developing project specifications and managing mechanical contractor.

Client: Energy Sciences (ES)

Provide a variety of technical support services including developing in-house technical training for entry-level engineers; developing and delivering various technical training

modules using e-learning for ES clients; authoring articles for the ES website blog; general consulting on utility rebate program design and results analysis.

Client: Consumers Energy

Subcontractor to: Energy Sciences

Develop curriculum and content and deliver training for trade ally and customer energy efficiency education. Topics include a variety of equipment and technologies. Live sessions are delivered in a web-based, seminar format.

Client: Johnson Controls

Subcontractor to: Newman Consulting Group

Conducted audits of building envelope components at six (6) Flint area K-12 schools in preparation for an HVAC system upgrade. Developed audit forms and prepared client final report.

LAWRENCE TECHNOLOGICAL UNIVERSITY, Southfield

January 2021 – Present

Adjunct Professor. Teaching an undergraduate course in leadership and engineering ethics. Course includes lectures as well as a group project and final presentation. Responsible for facilitating classroom discussions, evaluating student progress and adapting course materials.

ENERGY SCIENCES, Berkley, MI

May 2017 – June 2020

Sr. Consultant. Led teams in the provision of energy management services to commercial, industrial and municipal clients. Provided direction and oversight in the development, implementation and refinement of strategic plans of approach. Ensured that teams had appropriate tools and processes in place to achieve desired outcomes and to document, track and communicate progress. Supported the continuous improvement of internal processes and procedures. Projects included:

Client: DTE Energy

Project Manager. Responsible for the design, development and management of a pilot program to reduce the electrical demand on a substation attributed to commercial and industrial customers. Led the team of in-house staff, electrical subcontractor and suppliers in implementing and continuously improving program campaigns as well as in developing processes and tools for tracking, analyzing, and reporting metrics. Project resulted in lighting & controls upgrades for 11 commercial customers. Managed individual customer projects as well as overall pilot budget and invoicing with regular progress and financial reports to client, internal management and team.

Client: Consumers Energy

Project Manager. Responsible for the development of a trade ally training module linking Consumers' energy efficiency incentives with Michigan Energy Code criteria. Managed project and provided regular progress reports to client and internal management.

Client: Michigan Energy Office (MEO)

Educator. Developed and conducted a comprehensive 5-hour educational seminar on the new Michigan Energy Code based on ASHRAE Standard 90.1-2013. Classes were provided to code officials and industry practitioners in six locations across Michigan, including the upper peninsula. Authored and presented report of outcomes to the MEO.

Client: St. John Episcopal Church

Project Engineer. Managed the audit of this Royal Oak, MI house of worship in preparation for facility performance improvement projects. Managed project team in the collection of field data. Evaluated energy consumption data and identified and quantified energy-saving opportunities. Developed and presented report of findings to church leadership and facilities committee.

Client: Walker Miller Energy Services

Project Engineer. Managed the audit of 8 metro-Detroit multi-family residential facilities this utility incentive program implementer. Evaluated energy data, reviewed field reports, quantified energy-saving opportunities, and developed reports of findings.

Client: City of Detroit

Project Manager. Managed the energy audit of more than 60 city-owned facilities in preparation for facility performance improvement projects. Led project team in evaluating energy data, conducting facility audits, identifying and quantifying energy-saving opportunities and developing reports of findings. Coordinated efforts

with facility managers and regularly communicated progress and status to the owner's representative.

Client: DTE Energy

Project Engineer. Co-audited 16 client-owned facilities across Michigan in preparation for facility performance improvement projects. Evaluated energy consumption data; identified and quantified energy-saving opportunities for HVAC, domestic water and building envelope systems; and developed reports of findings.

Client: Computer Design Solutions, Shelby Township, MI

Commissioning Engineer. Developed, planned, and conducted functional testing of new lighting control system for the 1,000 ft² retail and repair space to verify compliance with project requirements and the 2015 Michigan Energy Code. Controls included occupancy and daylight sensors.

Client: McDonald's, Oxford, MI

Commissioning Engineer. Conducted functional testing of new lighting control system for this 4,000 ft² quick service restaurant to verify compliance with project requirements and the 2015 Michigan Energy Code. Responsibilities included developing test procedures from lighting control system specifications; conducting tests; and submitting certified test results to client. Controls included occupancy and daylight sensors as well as time switches.

In addition to project work for various clients, significant contributions to the company included:

- Increased sales opportunities by developing technical training and lighting system function testing as new service offerings.
- Improved service quality and consistency by creating and delivering training and education programs to continually develop in-house technical staff; and developing templates for standardized reports.
- Increased sphere of influence by establishing, managing, and regularly contributing to a blog addressing issues related to energy codes and other industry related topics.
- Enhanced teamwork and focus by managing the development of a shared corporate vision statement.

DET NORSKE VERITAS GERMANISCHER LLOYD, Detroit, MI

May 2016 – May 2017

Engineer. Provided technical review of incentive applications under DTE Energy's energy optimization program for commercial and industrial customers. Modeled customer energy consumption and estimate energy savings from efficiency improvement project. In addition to core responsibilities, notable contributions include:

- Strengthened the team with on-going coaching of junior engineers in the use of industry standard measurement and verification protocols to estimate energy performance.
- Developed and delivered a classroom-based job training course with hands-on exercises to improve the quality of field inspector reports
- Co-developed and implemented a pilot program to assist second tier industrial customers with identifying and implementing no-cost and low-cost process-based energy efficiency measures.

BUILDING VITALS, Detroit, MI

June 2014 – May 2016

Founder and Consultant. Supported business clients in meeting challenges to proactive energy management. Provided strategic solutions including energy auditing, project management, measurement and verification, and technical education. Projects included:

Client: Efficiency United

Subcontractor to: Green Team Coalition and Energy Sciences

Developed and co-delivered a series of educational seminars for trade allies on six topics in business development for the energy efficiency industry. Coordinated with primary contractors to deliver training across Michigan.

Client: Detroit Public Schools

Subcontractor to: Hawks and Associates

Conducted building audits; and developed measurement and verification (M&V) plan for lighting upgrade of 11 schools.

Clients: Huron Valley Schools and Royal Oak Schools

Subcontractor to: Lecole Planners

Managed energy efficiency rebates for projects, estimated custom savings, coordinated subcontractor submittals,

and acted as owner's representative to utility service providers.

313 CONSTRUCTION, LLC, Detroit, MI

Apr 2014 – Nov 2016

Co-Founder and President. Supported municipal clients in the demolition of nuisance and abandoned residential structures. Responsible for marketing, sales, estimating, permitting, subcontracting, environmental regulation compliance, MDEQ notifications, and fulfilling state, municipal and client reporting requirements. Projects included:

Client: City of Detroit /Detroit Land Bank Authority

Contracts: 3.15.16B, 2.4.16A and 1J

Project Description: Abatement and demolition of a total of forty (40) residential structures including 1- and 2-story wood-frame, brick houses constructed on basements or slabs-on-grade and having garages.

Client: City of Pontiac

Subcontractor to: White Construction

Contract: 08192014D

Project Description: Demolition of nine (9) residential structures including 1- and 2-story houses with wood framing and brick construction, basements and garages.

WALKER MILLER ENERGY SERVICES, Detroit, MI

Jul 2009 – Nov 2013

Engineer. Provided management, engineering and technical support to utility clients' energy efficiency rebate programs. Projects included:

Client: Public Lighting Department (PLD), City of Detroit

Interim Program Manager (Nov 2010 – Apr 2012)

Developed and implemented PLD's energy optimization program and awareness campaigns to support the marketplace adoption of prescriptive energy saving measures to achieve approximately 8,035 MWh in energy savings and issue over \$1.4M in customer incentives over 5 years. Significant contributions include:

- Authored the RFQ response leading to the award of this contract.
- Developed and presented to Detroit's City Council the program business case and legislative requirements for budget allocations.
- Originated all program documents including website content, commercial and residential applications, policy and procedure manual, standardized reports and collateral marketing materials.
- Developed and presented regular progress reports to PLD leadership and an annual report for the Michigan Public Service Commission.
- Saved approx. 2,510 MWh in 18 months.

Client: Det Norske Veritas Germanischer Lloyd for DTE Energy

Lead Engineer

Provided technical review of incentive applications under DTE Energy's energy optimization program for commercial and industrial customers. Conducted facility assessments to identify energy-saving opportunities. Modeled customer energy use and estimated potential energy savings. Exceeded job requirements with contributions that included:

- Improved program consistency and quality by developing standard energy saving calculators.
- Reduced savings inaccuracies by instituting the use of measurement and verification specifications to validate energy savings.
- Enhanced team performance by developing and implementing a technical curriculum for new employee training.
- Advanced customer understanding by developing clear, concise program communication documents including applications; policy and procedure manuals; a "how-to" guide to completing applications; and the curriculum for trade ally training.

INDEPENDENT CONSULTANT, Detroit, MI

Apr 2008 – Jul 2009

Energy Auditor. Provided ASHRAE Level I and II audits, as well as energy education on behalf of various clients including Warm Training (currently, EcoWorks) and new members of Michigan Interfaith Power & Light.

Author. Developed technical case studies for an equipment manufacturer's representative to showcase projects having

significant improvements in boiler system energy performance.

CARRIER CORPORATION, Farmington Hills, MI Nov 2005 – Apr 2008
Senior Sales Engineer. Marketed and sold commercial HVAC equipment to engineering firms, contractors and building owners. Directly responsible for \$1 million in annual sales.

LAWRENCE TECHNOLOGICAL UNIVERSITY, Southfield, MI Sep 2005 – May 2007
Adjunct Professor. Taught an undergraduate course in environmental systems for buildings. Developed and implemented a curriculum to provide architectural students an appreciation and general understanding of concepts in the design of building mechanical systems. Courses included lectures as well as a design project and final presentation. Facilitated classroom discussions. Developed, administered and graded examinations. Tracked attendance and grades using Blackboard.

INDEPENDENT CONSULTANT, Southfield, MI Aug 2005 – Nov 2005
Commissioning Authority. Brought in under Barton Malow to commission the major mechanical and electrical systems of a 1.1 million sq. ft. addition to a General Motors manufacturing facility. Significant contributions include:

- Developed the commissioning plan using industry standards and client guidelines; and directed the project team in implementing it to ensure that the facility met the owner's requirements.
- Oversaw the receipt, functional testing, acceptance and documentation of major mechanical equipment and systems.
- Managed sub-contractors in the development and delivery of building operator training.
- Completed project on schedule and within budget.

MICHIGAN AIR PRODUCTS (MAP), Troy, MI May 2001 – Apr 2005
Account Executive. Directly responsible for consulting engineers' use of MAP represented products as the basis of design for HVAC systems. Significant contributions include increasing sales opportunities by achieving "Approved Vendor" status with a theretofore non-accepting university.

DTE ENERGY, Detroit, MI Apr 1999 – May 2001
Account Representative. Liaison between utility and mid-size commercial and industrial customers. Marketed utility products. Improved customer satisfaction by resolving customer complaints, recommending energy use reduction strategies and analyzing utility data to select the optimal tariff.

CARRIER CORPORATION, Various Locations Jun 1992 – Apr 2001
Sales Engineer located in Detroit, MI. Directly responsible for deriving \$1Million in annual sales from 20+ clients. Marketed and sold commercial HVAC equipment to engineering firms, contractors and building owners. Key contributions include repairing a severed customer relationship and subsequently securing over \$500k in annual sales; and developing a model document package to expedite contract approval.

Development Engineer located in Indianapolis, IN. Co-responsible for the development of residential furnaces on a concurrent development team and decreasing time-to-market by 50%. Significant contributions include facilitating a multi-disciplined *ad hoc* task force in addressing a major field issue. Provided the task force with training and guidance through a systematic root-cause analysis which resulted in problem resolution and the mitigation of damages.

Rotational Engineer located in Syracuse, NY. in an 18-month technical development program. Significant contributions include the development of a corporate best practice model for run-testing to decrease dead-on-arrival equipment quantities.

SPECIAL ASSIGNMENTS

NATIONAL INSTITUTE OF BUILDING SCIENCES & THE U.S. DEPARTMENT OF ENERGY, Washington, DC Jan 2014 – Dec 2015
Special Assignment as a Subject Matter Expert on the Commercial Workforce Credentialing Council. The Council developed the Better Buildings Workforce Guideline, a national, voluntary compliance guide to improve the quality and consistency of building workforce training and certification programs for commercial building energy auditors and energy managers.

CONFERENCE PRESENTATIONS

- "DEI²: Diversity, Equity and Inclusion in the Decarbonization, Energy Efficiency and Improvement of Our Buildings." ASHRAE International Building Decarbonization Conference. October 2022.

- **“Addressing Environmental Triggers: A Day in the Life of a Student with Asthma: Part 3— Building Occupant Interactions HVAC Systems.”** Child & Adolescent School Health Conference. September 2022
- **“The importance of O&M to Energy Efficiency and Energy System Decarbonization.”** ASHRAE Annual Meeting. June. 2022
- **“A Look inside the Crystal Ball: The Top 10 Potential Changes in the Next Michigan Energy Code.”** Michigan Energy Efficiency Conference. May 2022 (forthcoming).
- **“A Day in the Life of a Student with Asthma: Part 3: Building Occupant Interactions HVAC Systems.”** Michigan Asthma Partnership Forum. Jul 2021
- **“Back to Basics and Beyond: Life Cycle Costing for Decision-Making in the 21st Century.”** ASHRAE Annual Meeting. Jun. 2021
- **“Early Results from the Michigan K-12 Public School HVAC Assistance Program and its Partnership with the Detroit and Western Michigan Chapters of ASHRAE.”** Solutions and Resources to Address COVID-19 in Schools: Establishing Lasting Improvements to Ventilation and IAQ, an EPA Indoor Air Quality Tools for Schools Webinar. February 2022.
- **“Protecting Your Building and Business Against COVID-19.”** Michigan Chamber of Commerce. Jun 2021.
- **“HVAC System Modifications to Reduce Risks of the Transmission of Infectious Aerosols.”** Michigan Association of School Nurses. May 2021.
- **“Indoor Air Quality (IAQ) in the Wake of COVID-19.”** Engineering Society of Detroit. Jan 2021.
- **“HVAC System Modifications to Reduce Risks of the Transmission of Infectious Aerosols.”** Michigan Department of Labor and Economic Opportunity. Sep 2020.
- **“Safe Re-Opening Considerations for Congregations.”** Michigan Interfaith Power & Light. July 2020.
- **“Speaking of Commissioning: What the New Energy Code Has to Say.”** Michigan Energy Efficiency Conference. May 2019.
- **“The Michigan Energy Code: A Guide to Improving the Energy Performance of Your Building.”** Michigan Energy Efficiency Conference. May 2018.
- **“Maintenance as a Component of Energy Management: A Look at ASHRAE Standard 180.”** Michigan Facilities Exposition. Mar 2009.
- **“LEED v2.2: An HVAC Update”** ASHRAE, Detroit Chapter Seminars on Sustainability Conference. Feb 2007.

PUBLICATIONS

- **“Decarbonization: Rationale, Resources, and Action.”** co-authored with David Underwood, PE. ASHRAE International Building Decarbonization 2022 Conference. Oct 2022.
- **“Is Better Building Performance on Your Holiday Wish List?”** Energy Sciences Blog. Dec 2020.
- **“A Building Engineer’s Response to the Corona Virus.”** Energy Sciences Blog. Mar 2020.
- **“Skylights in Michigan. Really?”** Energy Sciences Blog. Sep 2019.
- **“The Commissioning Value Proposition: Building the Framework.”** Energy Sciences Blog. Jun 2019.
- **“The Facility Assessment: A Regular Check-up and a Key Component in Managing Your Building’s Energy Performance.”** Energy Sciences Blog. Mar 2019.
- **“The Built Environment Is Becoming More Sustainable and Resilient. What About You?”** Energy Sciences Blog. Jan 2019.
- **“Commissioning: Complying with Code and Keeping within Budget.”** Energy Sciences Blog. Oct 2018.
- **“Will Your Lighting Controls Really Save Energy?”** Energy Sciences Blog. Jul 2018.
- **“Cooling Tower Layout Considerations.”** Michigan Air Products Blog Jul 2005.
- **“Learning to Manage Your Career.”** Careers and the Engineer. Spring 1995:30.

AFFILIATIONS

American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE)	1996 – Present
Member, Guideline Project Committee, GPC 32—Management for Sustainable High-Performance Operations and Maintenance	2022 – Present
Member, Handbook Committee	2021 – Present
Program Subcommittee Chair, TC 7.3—Operations, Maintenance & Cost Management	2021 – Present
Chair, TC 7.3—Operations, Maintenance & Cost Management	2017 – 2021
Track Chair, Conference and Exhibitions Committee	2017 – 2021
Regional Vice Chair, Grassroots Government Affairs Committee	2013 – 2016
President, Detroit Chapter	2008 – 2009

Carr Center (Arts League of Michigan), Trustee

1998 – Present

Michigan Codes Compliance Collaborative, Member

2019 – Present

Michigan Interfaith Power & Light, Board Member

2018 – Present