

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
HUBBELL, ROTH & CLARK, Inc.
AND THE CITY OF ANN ARBOR
FOR
Lift Station Replacement Project, RFP # 18-35**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Hubbell, Roth & Clark (HRC), Inc. ("Contractor"), a(n) Michigan Corporation with its address at 555 Hulet Drive, Bloomfield Hills, Michigan, agree as follows:

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area.

Contract Administrator means Christopher Englert, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means Lift Station Replacement Project.

II. DURATION

Contractor shall commence performance on _____, 20____ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide Professional Engineering Services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Hubbel, Roth & Clark, Inc.
Charles Hart, Vice President
555 Hulet Drive
Bloomfield Hills, Michigan 48302

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Craig Hupy, Public Services Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Craig Hupy, Public Services Administrator

Howard S. Lazarus, City Administrator

Approved as to form and content

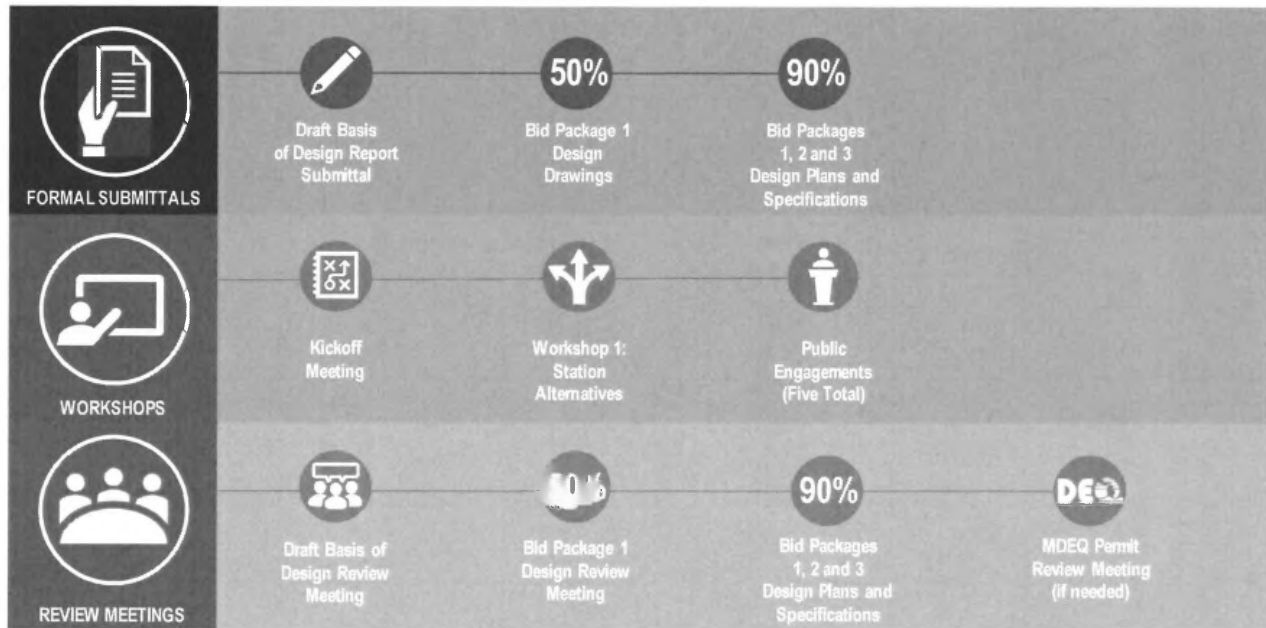
Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

Project Management

Project Management will be performed for all tasks described below, and include all design meetings, workshops, public engagement meetings, day-to-day communications, and addressing owner's concerns in any regard. The following formal submittals, workshops, and review meetings are planned.



Kickoff Meeting

After acceptance of HRC's proposal, HRC will schedule site visits in conjunction with holding a kickoff meeting. It would be desirable to have the City's project manager, as well as relevant maintenance staff, available during the site visit to review the existing station conditions. The major topics of discussion at the kickoff meeting will include:

- Current known deficiencies and the City's desired station priority list
- Desired outcomes of the projects
- Overall budget and annual project budgets
- Site walk throughs with the staff to document specific site, utility coordination, SCADA/telemetry communication, and City access requirements that will need to be noted to the construction bidders to maintain access during construction
- Scheduling follow up visits by structural engineering personnel to enter each wet well and investigate the structural condition and integrity of the existing precast structures.
- City preferences on pump station equipment including valves, level control equipment for primary and backup use
- Scheduling topographic survey dates for each station to firmly establish site features including structure locations, property lines, existing utilities.

Preliminary Design

HRC's effort during the preliminary design will focus on the following key topics:

- ≡ Assessment of the structural condition of each wet well, including recommendations for structural repairs, coatings, and/or full wet well replacements
- ≡ Assessment of the condition and any remaining service life of the station force mains, including necessary provisions for valve and connection improvements required by the pump replacements
- ≡ Validation of existing pumping capacities with current and projected future sanitary flows generated within the service area of each station to determine design peak flow rates for design
- ≡ Establishment of the City of Ann Arbor and/or resident preferences for the configuration of the improved stations at each site (Workshop 1). HRC will help facilitate the discussion by presenting photos of other similar lift station improvements that we have designed.
- ≡ Establishment of major design decisions, such as reuse or replacement of wet wells, reuse or replacement of force mains, bypass pumping during construction, utility coordination, abandonment or removal of steel can structures
- ≡ Preparation of preliminary site plans for each site showing existing and new structures, control panel locations, and related features
- ≡ Evaluation of remaining service life of the existing natural gas generators (installed at all locations except Astor Drive)
- ≡ Delineation of project construction schedule, including confirmation of a three-year cycle for construction of the improvements at five stations
- ≡ Generation of preliminary Engineer's Opinion of Project Costs
- ≡ Preliminary planning for bypass pumping during construction at each location

HRC notes that bypass pumping is both expensive and noisy and that the existing stations are located within residential neighborhoods. HRC routinely sequences work on pump station rehabilitation projects to utilize the existing pumps as much as possible in order to minimize bypass pumping duration during construction.

During the preliminary design phase, HRC will prepare a qualitative analysis of the alternatives for improvements to the existing stations described above. This analysis will include advantages/disadvantages, consideration of site-specific aesthetic requirements or concerns, operational and maintenance considerations, and relative costs of each alternative.

This qualitative analysis will be summarized in a design memorandum and reviewed with City staff during the Station Alternatives Workshop. At this workshop, the preferences for each station location will be established.

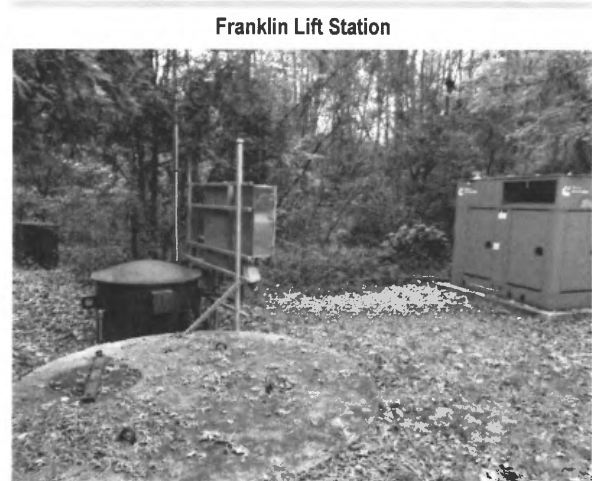
Basis of Design Report

The findings of the preliminary design phase and Workshop will be compiled into the Draft Basis of Design report and reviewed with City of Ann Arbor staff during the Design Report Review Meeting. This report will include development of the Engineer's opinion of Construction Costs as well as a proposed Construction Schedule. Following the meeting, any further analysis will be performed, edits made, comments addressed, and the draft report re-submitted as a Final Basis of Design Report.

Detailed Design

Once the preliminary design has been clearly defined, the focus of our design efforts will be to prepare a thorough and clear set of contract documents for bidding and construction. HRC employs a philosophy that emphasizes the need to not only include the necessary details and information in the contract documents, but also to convey the intent of the design as thoroughly as possible to the contractor and staff performing the construction engineering and administration. This allows the construction of the project to proceed smoothly, while minimizing the potential for unanticipated situations that lead to increased costs and schedule delays.

The preparation of effective contract documents is critical to the successful construction and completion of a project. The HRC team focuses on not only including the appropriate designs, details and specification, but also on providing a clear understanding of what is intended. This allows the contractor and construction staff to better understand the project's goals and results in a more streamlined construction process. The team's experience, client updates and progressive design methods will provide a thorough and complete set of contract documents, including drawings and specifications. These will ensure the project will remain within scope, on schedule, and within budget. The HRC team also believes that having a continuous project manager from design through construction strengthens this approach. HRC's project manager will also ensure that any relevant project background information, history and key features are explained to the construction staff and contractor. Having a continuous project manager and communicating the designer's intent to the construction personnel has proven to be a successful method of improving cost effective solutions for unforeseen issues that arise in the field.



Review meetings with the owner will be done at the 50% and 90% levels of design in order to effectively communicate project work scope, as well as to understand ramifications to the project budget and schedule.

The preparation of detailed design documents will begin immediately following approval of the Basis of Design final report. Manufacturers of key components such as a pump, valves, electrical distribution equipment, generators, and other components will be discussed with City staff and incorporated into the detailed specifications. The design for each location will likely include the following drawings:

- ≡ Site plan
- ≡ Soil erosion and sedimentation control plan and details
- ≡ Structural drawings including wet well repairs, slabs, vaults and miscellaneous structural details
- ≡ Demolition plan
- ≡ Pump and piping layout drawings for wet well and valve vault (if applicable)
- ≡ Electrical power and control one-line diagrams
- ≡ Power plan
- ≡ Bypass pumping plan
- ≡ Landscaping plan
- ≡ Station rendering drawing (for use at public engagement meetings)

The Specifications will likely include:

- ≡ Division 00 – (All Pre-Bid, Bid, and Conditions of the Contract Specifications and Forms)
- ≡ Division 01 – General Specifications (All required Summary of work, Submittals, Field Offices, Start-Up and Commissioning, Sequence of Work, Closeout, etc. Specifications)
- ≡ Division 02 – Site Work
- ≡ Division 03 – Concrete Work
- ≡ Division 11 – Pumping Equipment
- ≡ Division 15 – Pipe and Valves
- ≡ Division 13 – Controls and Level Devices, SCADA, and Telemetry
- ≡ Division 16 – All Cable, Conduit, Boxes, Disconnect Switches, Control Stations, Tests, etc. Specifications

NOTE

The Landscaping specifications will be in the drawings.

HRC will generate a 50 percent review set for Bid Package 1 only to include draft site plan and piping layout drawings, draft front-end documents, and draft detailed specifications for review and comment by City staff. As all three of the envisioned bid packages will be very similar, the review comments and City preferences established for the first bid package will be incorporated into the next two packages. However, particular features for the other lift stations will also be discussed during the 50% review.

The 50% design package will be reviewed with City of Ann Arbor staff during the 50 percent Design Review Meeting. HRC notes that all three of the bid packages for the pump station work will be very similar, and submitting a single 50 percent for review and comments then incorporating the City's comments and preferences into the following packages will be the most cost-effective approach

Following the meeting, HRC will continue with the detailed design of Bid Package 1 and initiate the design for Bid Packages 2 and 3. Ninety percent bid packages will be generated for each of the three assumed Bid Packages for review and comment by City staff. These design packages will be reviewed with City of Ann Arbor Staff during the 90 percent design review meetings. Part 41 MDEQ permits for each bid package will also be applied for separately at the 90 percent design stage. City comments will be incorporated into the final documents as necessary.

Deliverables

Deliverables during the design phase will include:

- ≡ Kickoff, Workshop and Review Meetings – Agenda, Handouts and Meeting Notes
- ≡ Workshop Qualitative Assessment Memorandum
- ≡ Draft and Final Basis of Design Report
- ≡ Public Engagement Meeting Packages and Notes
- ≡ 50%, 90%, and issued for Bid Design Documents

Drawings will be completed in the current version of AutoCAD software and to scale. Drawings shall consist of plan sheets, elevations, sections, details and notes to fully describe the design to prospective contractors to competitively bid the project. All work items will be specified on the drawings or in the detailed project technical specification manual.

HRC will provide the City with electronic versions of the construction documents at the requested milestones and for their inclusion in an RFP or an invitation to bid. These construction documents will include a detailed summary of the work, technical specifications and the drawings. HRC's specifications are organized in the CSI format with each division having individual sections to cover the particular materials and products necessary for the scope of work on the project.

HRC will prepare specifications that are tailored to this specific project and for each specific lift station to be improved. We will utilize our quality control/quality assurance process to help eliminate ambiguities and constructability issues. HRC generally tries to list a minimum of three equal manufacturers in our specifications, and we strive to include all relevant technical requirements and minimum standards to establish comparison criteria for "approved equal" products.

Quality Assurance

Quality Control/Quality Assurance is a priority at HRC, and we utilize an internally developed and proprietary Project Management Initiative (PMI) quality assurance method. The PMI is designed to be project-specific and includes a Client Interview Process (CIP) and a Project Work Plan (PWP). The goal of this process is to define the project needs and owner expectations for use in setting priorities and project-specific goals for the project team. All reviews are documented on in-house forms, and any issues will be discussed with the HRC project manager and City project manager as necessary.

Variation and Change Control

Managing scope, schedules and costs begins with a firm understanding of the assigned task. It also requires the team to have the ability to take this understanding and consider the key issues and potential risks often related to the specific projects. Once the project understanding is clear, the primary focus is to proceed with the design of the project. As the design progresses, the next challenge is to prepare a thorough and clear set of contract documents for bidding and construction. HRC employs a philosophy that emphasizes the need to not only include the necessary details and information in the contract documents, but also to convey the intent of the design as thoroughly as possible to the contractor and staff performing the construction engineering and administration. This allows the construction of the project to proceed smoothly, while minimizing the potential for unanticipated situations that lead to increased costs and schedule delays.

Bidding Assistance

It is our understanding the five stations improvements will be bid out as three separate bid packages, with the possibility of constructing in three successive years (construction in 2020, 2021, and 2022). It is further understood that construction will be phased depending on available budget and scheduling constraints. Bid documents will clearly delineate the affected work scope for each separate project. As stated in the RFP, bidding and construction engineering services for this project are beyond the scope of this Proposal but will be addressed in a future proposal that will cover Phase 2 services including:

- ≡ Bid and Advertising Support
- ≡ Construction Administration
- ≡ Field Observation
- ≡ Start-up Services
- ≡ Contract Closeout and As Built Drawings

HRC intends to use the same Project Manager and technical support staff for the future Phase 2 to provide a seamless transition from the design services provided under Phase 1 to the Bidding and Construction services under Phase 2.

Public Engagement

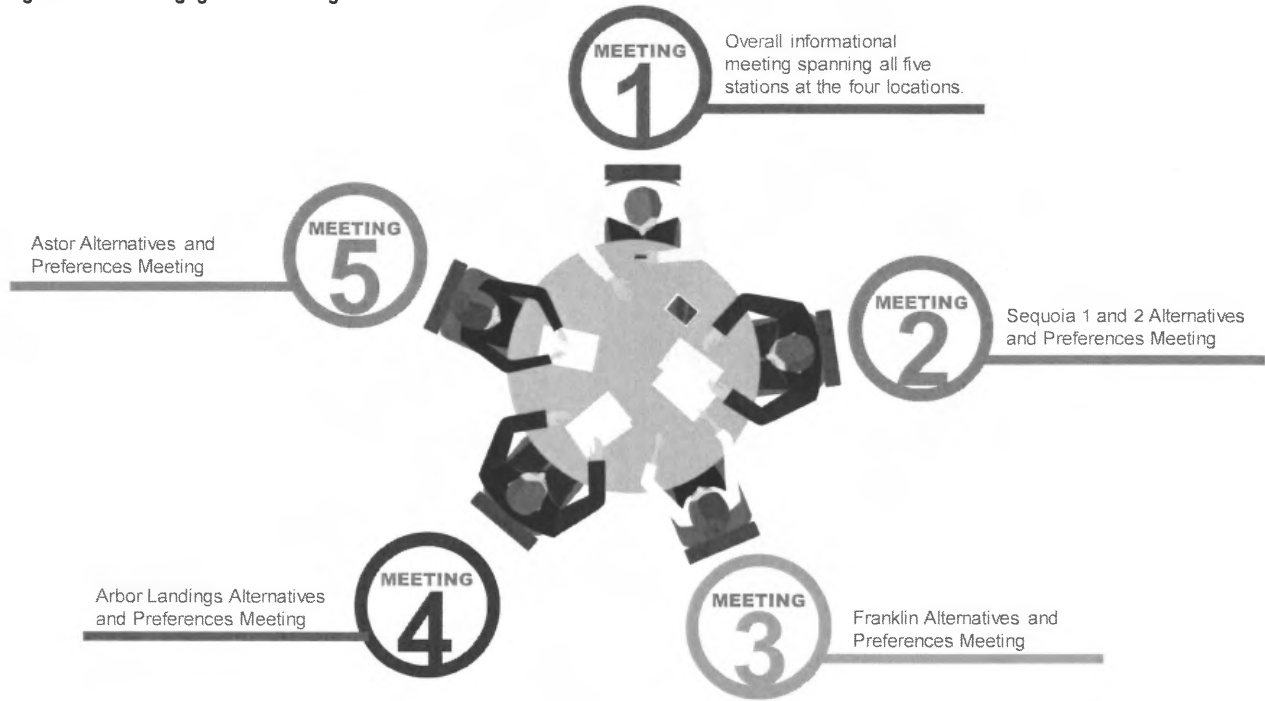
As designated in the RFP Addendum #1, public engagement for this project is assumed to include a total of five public engagement meetings during Phase 1 (Design) of the project. HRC envisions the purpose of these meetings to be twofold. First, during design to make impacted residents aware of the planned projects while providing information on the need and benefits to the residents for these projects; and second, to solicit resident feedback on priorities and preferences of station appearance specific to each neighborhood. Although beyond the scope of this proposal, an additional round of public engagement meetings is envisioned during Phase 2 of the project to keep residents abreast of construction related items of particular concern, including the overall construction schedule at each location, construction work hours, construction noise, construction equipment and materials staging and storage onsite, vehicle detours and parking considerations, bypass pumping layout, and restoration.

It is understood that the City will coordinate these meetings and that HRC will be there to present details of the projects, including options and facades for pump enclosures/buildings, changes to the appearance of each site, landscaping and screening, approximate construction schedules, and to answer resident questions and concerns regarding the construction of the lift station improvements.

Compared with some past projects that HRC has designed for the City of Ann Arbor, including several major road reconstructions, the lift station improvements at each site will have significantly less impact on City of Ann Arbor residents.

HRC envisions that the public engagement meetings will be structured as depicted in **Figure 2**.

Figure 2. Public Engagement Meetings Structure



HRC is completely flexible with respect to the topics to be covered at each meeting and also anticipates that the timing and specific topics for the five meetings will be dictated by the annual project budget and schedule for the improvements to each of the stations.

SCHEDULE

HRC will work with the owner to develop appropriate schedules for each project or groups of projects based on their specific requirements. HRC also believes it is key to keep the owner's representatives aware of the project's progress. This is accomplished by providing monthly accounts of project standing.

We have included a preliminary schedule for the various tasks, based on our understanding of the scope of work and our experience with similar projects.

Task Description	Start	Duration (working days)	Finish
PROJECT MANAGEMENT			
Kickoff Meeting	Monday, February 25, 2019	0	Monday, February 25, 2019
Workshop No. 1	Thursday, March 28, 2019	0	Thursday, March 28, 2019
Basis of Design Review Meeting	Thursday, April 25, 2019	0	Thursday, April 25, 2019
Public Engagement Meetings (5)	Wednesday, April 3, 2019	175	Wednesday, September 25, 2019
Meeting 1 – Overall	Wednesday April 3, 2019	0	Wednesday April 3, 2019
Meeting 2 – Sequoia	Wednesday, June 5, 2019	0	Wednesday, June 5, 2019
Meeting 3 – Franklin	Wednesday, June 12, 2019	0	Wednesday, June 12, 2019
Meeting 4 – Arbor Landings	Monday, July 15, 2019	0	Monday, July 15, 2019
Meeting 5 – Astor	Wednesday, September 25, 2019	0	Wednesday, September 25, 2019
50% Submittal Review Meeting	Wednesday, June 5, 2019	0	Wednesday, June 5, 2019
90% Review Meeting (3)	Thursday, August 1, 2019	112	Thursday, November 21, 2019
Package 1	Thursday, August 1, 2019	0	Thursday, August 1, 2019
Package 2	Thursday, September 19, 2019	0	Thursday, September 19, 2019
Package 3	Thursday, November 21, 2019	0	Thursday, November 21, 2019
BASIS OF DESIGN			
Structural Wet Well Assessments	Wednesday, February 27, 2019	7	Wednesday, March 6, 2019
Geotechnical Evaluation	Wednesday, March 6, 2019	30	Thursday, April 4, 2019
Force Main Assessments	Tuesday, February 26, 2019	7	Tuesday, March 5, 2019
Pumping Capacity Review	Tuesday, February 26, 2019	7	Tuesday, March 5, 2019
Lift Station Alternatives	Tuesday, March 5, 2019	21	Tuesday, March 26, 2019
Gas/Electrical Utility Review	Tuesday, February 26, 2019	21	Tuesday, March 19, 2019
Generator Assessment	Tuesday, February 26, 2019	21	Tuesday, March 19, 2019
Bypass Pumping Evaluation	Tuesday, March 5, 2019	14	Monday, March 19, 2019
Preliminary Site Plans	Tuesday, March 5, 2019	21	Thursday, March 21, 2019
Construction Schedule	Monday, February 25, 2019	30	Wednesday, March 27, 2019
Opinion of Project Costs	Thursday, April 18, 2019	7	Thursday, April 25, 2019
Preliminary Design Report	Thursday, April 18, 2019	14	Thursday, May 2, 2019

Task Description	Start	Duration (working days)	Finish
DETAILED DESIGN			
Package 1 50% Design Phase	Thursday, May 2, 2019	34	Wednesday, June 5, 2019
Package 1 90% Design Phase	Wednesday, June 5, 2019	57	Thursday, August 1, 2019
Package 2 90% Design Phase	Monday, July 22, 2019	59	Thursday, September 19, 2019
Package 3 90% Design Phase	Monday, September 23, 2019	59	Thursday, November 21, 2019
Permitting	Thursday, August 1, 2019	47	Tuesday, September 17, 2019
Package 1 Finalize Documents	Thursday, August 1, 2019	14	Thursday, August 15, 2019
Package 2 Finalize Documents	Thursday, September 19, 2019	14	Thursday, October 3, 2019
Package 3 Finalize Documents	Thursday, November 21, 2019	14	Thursday, December 5, 2019

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:



Fee Proposal

COST INFORMATION

As requested in the RFP, the proposed fee for this project is included separately from the technical proposal. Table 1 summarizes HRC proposed fees for this project:

Table 1. Fee Summary

Lift Station Replacement Project – RFP No. 18-35 PROPOSED FEE TABLE				
Item No.	Item Description	Qty	Unit	Total Price
1	Project Management	1	LS	\$ 35,510.00
2	Basis of Design	1	LS	\$ 32,614.00
3	Geotechnical Allowance	1	LS	\$ 7,500.00
4	Detailed Design	1	LS	\$ 48,941.00
1-4	TOTAL BASE BID:			\$ 124,565.00

GEOTECHNICAL ALLOWANCE

Geotechnical evaluation services under the Geotechnical Allowance will be conducted by Professional Service Industries, Inc. (PSI/Intertek) of Plymouth, Michigan and will consist of a total of five (5) soil borings (1 per station) and generation of a geotechnical report with recommendations for each site.

FEE DISCUSSION

HRC proposes to complete the scope of work defined in the RFP and as discussed herein at a not-to-exceed summarized in Table 1. This pricing is for the Project Management, Basis of Design, and Detailed Design for the project. As stated in the RFP, Phase 2 services including bidding/advertising assistance and construction support engineering will be addressed in a future proposal after the completion of services detailed herein.

We have provided a breakdown of our anticipated hours on the various project tasks on the following pages for reference.

Table 2. Detailed Hour Breakdown

CITY OF ANN ARBOR
LIFT STATION REPLACEMENT PROJECT
RFP # 18-35
Revised January 7, 2019

ID	TASK DESCRIPTION	Rate (\$/hr.):										Total
		Principal	Sr. Assoc.	Process Engineer	Struct. Eng.	Landscape Arch.	Elect. Eng	Survey Crew	Cadd Tech.	Admin		
0 PROJECT MANAGEMENT												
2	Kickoff Meeting	2	4	8								14
4	Workshop No. 1		4	8								12
6	Basis of Design Review Meeting		6	8	1		1		8			24
8	Public Engagement Meetings (5)		24						24			48
10	50% Submittal Review Meeting		6	8	4		4				16	38
12	90% Review Meetings (3)		12	18						16		46
14	Routine correspondence		8	16	8		8					40
16	Quality Control/Quality Assurance Reviews	1	16									17
18	Permit Coordination		4	8			8					20
	Subtotals	3	84	74	13	0	21	0	32	32		289
		\$ 522	\$ 14,112	\$ 10,730	\$ 1,085	\$ -	\$ 3,043	\$ -	\$ 3,072	\$ 2,144		\$ 35,510
100 BASIS OF DESIGN												
102	Structural Wetwell Assessments		2		24							26
104	Geotechnical Evaluation		2									2
105	Site Topographic Survey		4					24	16			44
106	Forcemain Assessments			8								8
108	Pumping Capacity Review		1	16								17
110	Lift Station Alternatives		4	8					8			20
112	Gas/Electrical Utility Review		1				8					9
114	Generator Assessment		1				8					9
116	Bypass Pumping Evaluation		1	12			2					15
118	Preliminary Site Plans		2	16						16		34
120	Construction Schedule		8									8
122	Opinion of Project Costs		2	4	2		4					12
124	Preliminary Design Report	1	4	12	2		2				8	29
	Subtotals	1	32	76	28	0	24	24	40	8		233
		\$ 174	\$ 5,376	\$ 11,020	\$ 4,060	\$ -	\$ 3,480	\$ 4,128	\$ 3,940	\$ 536		\$ 32,614
200 DETAILED DESIGN												
202	Site Civil		2	8						32		42
204	Structural		2	2	16							20
206	Demolition		2	8	4					16		30
208	Process		8	8						16		32
210	Electrical Power and One Line		2	1			24			32		59
212	Power Plan		4				24			32		60
214	Instrumentation and Controls		2				16			24		42
216	Bypass Pumping		2	8						16		26
218	Landscaping		2			16				24		42
220	Renderings		2			8				8		18
222	Design Coordination	2	8	8	4	2	4					28
	Subtotals	2	36	43	24	28	68	0	200	0		393
		\$ 348	\$ 6,048	\$ 6,235	\$ 3,480	\$ 3,770	\$ 9,880	\$ -	\$ 19,200	\$ -		\$ 48,941
Project Totals		6	152	193	65	26	113	24	272	40		891
		\$ 1,044	\$ 25,536	\$ 27,985	\$ 9,425	\$ 3,770	\$ 16,385	\$ 4,128	\$ 26,112	\$ 2,680		\$ 117,065



Hubbell, Roth & Clark, Inc.

2018 Hourly Rate Schedule
Prepared for:

City of Ann Arbor
Architectural Services

<u>Category</u>	<u>Billable Rates</u>
Principal	131.00 - 185.00
Sr. Associate/Managing Engineer	165.00 - 185.00
Associate/Managing Engineer	134.00 - 164.00
Department Manager	124.00 - 159.00
Manager	122.00 - 127.00
Sr. Project Engineer/Architect	114.00 - 155.00
Project Engineer/Architect	96.00 - 137.00
Staff Engineer/Architect	93.00 - 111.00
Graduate Engineer/Architect I/II	82.00 - 96.00
Transportation Specialist	129.00 - 129.00
GIS Specialist	70.00 - 96.00
Right of Way Specialist	140.00 - 140.00
Environmental Analyst	77.00 - 101.00
Sr. Designer	127.00 - 155.00
Designer	90.00 - 131.00
Sr. Cadd Technician	94.00 - 108.00
Survey Office Supervisor	127.00 - 127.00
Registered Surveyor	104.00 - 104.00
Survey Technician	97.00 - 98.00
Survey Party Chief	78.00 - 113.00
Survey - Instrument Person	75.00 - 75.00
Survey - Survey Assistant	59.00 - 59.00
Supervisors- Construction Observation	109.00 - 114.00
Field Project Representatives	95.00 - 130.00
Construction - Office Technician	53.00 - 66.00
Sr. Construction Observer	75.00 - 93.00
Construction Observer I/II	45.00 - 77.00
Construction Engineer	94.00 - 137.00
Testing Technician	53.00 - 96.00
Administrative Support**	53.00 - 112.00

*Wage rates shown above are for 2018.

Billable rates for Hubbell, Roth & Clark, Inc. include Unemployment and Payroll taxes, contributions for Social Security, Retirement benefits, Medical and Life insurance benefits, normal printing cost, telephones, fax, computer time, mileage, other overhead costs and profit.

Allowable Reimbursable expenses will be invoiced at our cost which is defined as the direct costs plus 12% .

** This Category includes Computer, Reproduction and Administrative Staff.

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.