

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
ALFRED BENESCH & COMPANY  
AND THE CITY OF ANN ARBOR  
FOR PROFESSIONAL ENGINEERING SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and Alfred Benesch & Company ("Consultant") a Michigan Corporation with its address at 4660 S. Hagadorn Road, Suite 315, East Lansing, Michigan 48823 agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

**I. DEFINITIONS**

Administering Service Area/Unit means the Public Services Area – Project Management Services Unit.

Contract Administrator means Nicholas S. Hutchinson, P.E., 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 the Consultant under this Agreement

Project means the Fuller Road and Maiden Lane Bridges Rehabilitation Project; City File No. 2014-024.

**II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 2015, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

- A. The Consultant 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 Consultant 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 Consultant 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 CONSULTANT**

- A. The Consultant 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 Consultant, and approved by the Contract Administrator.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Consultant shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Consultant 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 which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Consultant, any sub-consultant or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Consultant shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Consultant shall be admitted and 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-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Consultant 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 Consultant 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 Consultant agrees to comply, and to require its sub-consultant(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Consultant 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 Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Consultant agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant 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 Consultant 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 Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant 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 Consultant 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 Consultant 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 Consultant to induce any other perform 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 Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

#### **X. ASSIGNMENT**

- A. The Consultant 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, Consultant 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 Consultant 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 Consultant, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant 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 Consultant. The Contract Administrator shall give Consultant 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:

Alfred Benesch & Company  
James H. Canham, P.E., CVS  
Senior Vice-president, Michigan Division Manager  
4660 S. Hagadorn Road, Suite 315  
East Lansing, Michigan 48823

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

City of Ann Arbor  
Project Management Services Unit  
Nicholas S. Hutchinson, P.E., City Engineer  
P.O. Box 8647  
Ann Arbor, Michigan 48103

### **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 Consultant 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 Consultant 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 Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Consultant 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.

## **XV. CONFLICTS OF INTEREST OR REPRESENTATION**

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant 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.

Consultant agrees to advise the City if Consultant 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 Consultant has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Consultant, 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 Consultant 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 Consultant 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.

**FOR CONTRACTOR**

By \_\_\_\_\_  
James H. Canham, P.E., CVS  
Its Senior Vice-president

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor  
  
By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Steven D. Powers, City Administrator

\_\_\_\_\_  
Craig A. Hupy, P.E.  
Public Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney



## EXHIBIT A SCOPE OF SERVICES

The following Services will be provided by the Consultant in conjunction with the construction and delivery of the Fuller Road and Maiden Lane Bridges Rehabilitation Project.

**1. Project Management and Resident Engineering:** This task will include all functions and activities necessary to manage and coordinate the project in a capacity as the **City's agent**. The functions and activities of this task include those typically associated with a project of this nature, including, but not limited to; establish and maintain lines of communication; meet with the City's Project Manager to review all aspects of the project; review and learn all project documents (plans and proposal) and the applicable City and MDOT standard specifications to ensure a full and complete understanding of the scope of work, staging, and schedule; prior to bidding and/or the beginning of construction, review the project plans and proposal to identify potential design/detailing issues and make written recommendations for improvements to the City relative to these issues; provide oversight and coordination of the Consultant's "inspection team"; respond to inquiries and/or requests for information; resolve issues that arise during construction of the project specifically with the various City Departments, the University of Michigan, police agencies, fire department, emergency response agencies, utility companies, local business interests, and the general public; coordinate and consult with the City's Project Manager as needed; attend meetings as requested; review proposals/claims and make recommendations related to contract modifications, extra work, extra compensation, and/or extensions of contract time; maintain proper records on issues involving disputed claims for compensation; inspect the project work for acceptance for traffic and substantial completion of work for interim and final contract completion dates; daily oversight, management, and coordination of all surveying, inspection (on-site/off-site), testing, and project documentation activities; plan, conduct, and chair the pre-construction meeting, the bi-weekly progress/planning meetings, and others as necessary (prepare and distribute written minutes); review and approve the Contractor's Material Source Lists; review and approve the bi-weekly construction estimate; properly measure, calculate, and document all material quantities; document the project consistent with Federal-aid, MDOT, and City requirements; review and approve shop drawings; maintain records related to shop drawing submittal and approval; review and approve contractor submittals for proposed construction methods; maintain records related to contractor construction method(s) submittal and approval; verify that the contractor uses equipment and methods approved in, or specified by, the contract; daily oversight of the contractor's activities to verify that the project is being constructed in conformance with the project plans and specifications; verify that the contractor complies with all contract requirements related to the protection of utilities, property, and the environment, safety and health, the EEO, DBE, and OJT provisions; verify that the contractor complies with all permit requirements as they pertain to MDOT, MDEQ, Norfolk Southern Railroad, Amtrak, City of Ann Arbor, etc.; resolve daily contractor disputes; and prepare work orders as necessary.

For purposes of this agreement, where terms “review”, “approve”, or “accept” are used to describe a requirement of the Consultant as to the Contractor’s work, it is intended by the parties such terms shall mean and convey to the Consultant only the authority to evaluate that work for compliance with the construction contract documents and to advise the City accordingly.

**2. Office Engineering:** The office engineering and contract administration tasks include those typically associated with a project of this nature, including: establish, maintain, and utilize a project documentation filing system using standard MDOT “File Manual” format; initialize and update material source files associated with FieldManager/FieldBook; import, review, and post Inspector’s Daily Reports (IDR) and any associated calculation/drawings; track materials (certification/testing) and material quantities; generate and process the bi-weekly construction estimate; track agency participation and dollar amounts relative to standard, non-standard, and pro-rated pay item participation; monitor, review, critique, and/ certified payrolls as required to ensure compliance with applicable state and federal standards; process and maintain records for contract modifications and/or work orders; generate and process the Bi-Weekly Construction Progress Report; monitor project progress vs. the planned critical path method schedule; track and maintain status of miscellaneous submittals and Requests for Information; and balance final quantities of pay items as the project progresses.

**3. Project Surveying & “As-Built” Plans:** These tasks will include all survey layout and staking activities necessary for the Contractor’s use in constructing the project as detailed on the plans and in the specifications, and all activities associated with developing “as-built” plans. The specific project surveying tasks include: check and verify horizontal and vertical control; stake/layout demolition and/or removal limits of all work that is to remain in place; develop and check top of bridge deck overlay elevations; stake any required clearing limits, erosion control device locations, sidewalks, sidewalk ramps, and miscellaneous sign locations; develop, check, and distribute cut sheets; and maintain field notes in bound books and daily logs.

The specific tasks associated with the development of the “as-built” plans include: obtain “original” (electronic format) contract plans; document all plan changes, extra work, “revisions to” notes, etc. as project work progresses; collect and confirm all field changes; develop the appropriate “as-constructed” notes; develop/draft the “as-built” drawings; review and approve the “as-built” plans. The “as-built” plans will conform to the City’s Standard Specifications and the Public Services Department’s AutoCAD drafting standards and will be provided to the City on CD’s or other approved media.

All construction staking will be performed in accordance with the current edition of the City of Ann Arbor Public Services Department Standard Specifications and as approved by the City. **The Consultant will provide the necessary resources to stake out the project features more than one time due to the length of the project, weather conditions, obliterating of the staking by the contractor, and other related factors.**

**5. On-Site Inspection:** Activities associated with this task will be dedicated to verifying that all materials provided and work performed is in conformance with the project plans and specifications, including: thorough review of the plans and specifications and all other project related documents prior to construction start up; daily communication with contractor supervision to coordinate inspection activities and to properly inspect, test, measure, and document the work; daily communication with the contractor, advising of needed corrections to the work, i.e. traffic control or soil erosion device maintenance, etc.; daily communication with the survey crew(s) to obtain proper interpretation of stakes and identify any staking needs; daily communication with testing personnel to properly sample and test the materials and work; attend the bi-weekly progress/planning meeting; inspect materials to be used in the work, verifying they meet the project specifications; document material usage and quantities on the IDR using FieldBook; review/inspect the Contractor's equipment to confirm it meets the project specifications, and document the specific type and amount of equipment used on the IDR; inspect the contractor's workmanship to verify that it meets the methods, tolerances, time requirements, temperature requirements etc., of the specifications, and document this on the IDR; inspect and document that the work is performed and completed to the lines, grades, and elevations required by the project plans and specifications; document the contractor workforce and weather conditions on the IDR; document daily contractor activities, including any description and explanation of downtime, damage to the work, any actions taken by others including utilities, City forces, adjacent property owners, etc. on the IDR; where possible final measure work as it's done by the contractor, calculate quantities and document this on the IDR or in field books as appropriate; conduct daily review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area; conduct periodic nighttime review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area; conduct daily inspection of all soil erosion and sedimentation control devices for proper maintenance and effectiveness as placed; perform and document NPDES inspections at the required frequencies; suspend any work and/or reject any materials not conforming to the contract requirements; perform and document wage rate interviews; document changes, extra work, "revisions to" notes etc. on the "field" set of plans to assist in the preparation of "as built" plans; develop and maintain the project "punch list"; keep all needed force account documentation, as required; and, perform any and all needed follow-up inspections relating to contract warranty provisions.

The Consultant's inspectors shall be furnished with equipment and materials as necessary to properly perform their work. This shall include, but is not limited to, laptop computers equipped with FieldBook, cell phones with voice and data capabilities, proposal, plans, MDOT Standard Specifications for Construction, City of Ann Arbor standard plans and specifications, MDOT standard plans, a Nikon AP-5 Auto Level with tri-pod legs or equivalent, eye level, right angle prism, plumb bob with gammon reel, 25 foot grade pole, 6 foot level, 1 torpedo level, 1-100 foot cloth tape, 1-25 foot steel tape, English measuring wheel, pick axe, road point shovel, 8# sledge hammer, paint, first-aid kit, and any other hand tools needed to inspect the work.

**6. Materials Testing & Fabrication Inspection:** All testing will be performed to current MDOT and City standards, methods, and requirements. The work of this project is on an expedited schedule and as such the material testing consultant shall be expected to perform all required testing such that the project schedule is not negatively impacted by the material testing operations. **This shall be deemed to include any and all required costs associated expedited testing to obtain test results to meet the project requirements. Asphalt testing results and the required written reports, if required as part of the project plans, shall be returned to the Resident Engineer and the City within 5 business days of the original paving.**

The testing and inspection activities associated with these tasks include: proctor and sieve analyses; in-place density control; concrete testing including, compressive and flexural strength tests (cylinders and beams), air, temperature and slump tests; bituminous materials testing including plant inspection prior to mixture production, in-place density, extractions, crush count verification, asphaltic cement content; volumetric testing of HMA material including, air voids, voids in mineral aggregate, voids filled with asphalt, maximum specific gravity, fines to binder ratio, flow, and performance grade binder verification. HMA sampling, if required on the project, shall take place at the HMA producer's plant

**7. Technical Support:** The technical support activities associated with this task include: review and approve shop drawing submittals; review existing contract documents and make written recommendations relative to specification and/or design changes or modifications; review and make written recommendations relative to methods of construction submittals by the contractor; provide technical support in resolving disputes and issues that arise during construction and documentation of the project.

**8. Project Close-Out:** The project close-out tasks include: Resolve all outstanding disputes and issues relative to pay item quantities and materials documentation; prepare, review, and balance all final pay item quantities; prepare all final contract modifications; provide complete project documentation and files, specifically as they relate to correspondence, meeting minutes, submittals, contract modifications, work orders, material certifications, test reports, certified payrolls, and interim progress estimates; prepare the contractor's evaluation report; facilitate the MDOT Project Record Review; generate and process the final estimate package; coordinate submittal of project files and "as-built" plans to the City.

The Consultant will obtain MDOT approval of all required files, material certifications, certified payrolls, pay estimates, and the like. The project files will be purged of all duplicate and extraneous materials and organized in a neat and professional manner. An index detailing the location of project materials will be provided.

## **EXHIBIT B COMPENSATION**

### General

Consultant 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 Consultant may charge the City:

(see attached pages that follow)

LIST OF TASK AND RESOURCES

Stage	Date	Task	Clad Bligh Project Manager Reg Hrs. OT Hrs.	Wilson Parilla Technical Support Reg Hrs. OT Hrs.	Wirt Kivits Office Engineer Reg Hrs. OT Hrs.	Chris White's Cost Inspector Reg Hrs. OT Hrs.	Construction Tech Dept Reg Hrs. OT Hrs.	Marcus Reg Hrs. OT Hrs.	Neil Reg Hrs. OT Hrs.	Hub Daweb Reg Hrs. OT Hrs.	Amy Larkin Admin. Support Reg Hrs. OT Hrs.	Doug Fedawa Reg Hrs. OT Hrs.	Mike O'Sullivan Reg Hrs. OT Hrs.	Description of Activities
Pre-Construction	3-30-15 to 4-15	Project Management/Resident Engineer	32											Precon Meeting
		Office Engineering			20									Create Filings System/Field Manager Files
		Project Surveying/As-builts		8										QA/QC Plans
		On-Site Inspection												Precon Meeting and Minutes
Pre-Construction	4-5-15 to 4-11-15	Project Management/Resident Engineer	20		30									Create Filings System/Field Manager Files
		Office Engineering												Structural Steel Inspections
		Project Surveying/As-builts		8										Review submittals/Plan Documents/Meeting Minutes
		On-Site Inspection												Structural Steel Inspections
Pre-Construction	4-12-15 to 4-18-15	Project Management/Resident Engineer	20		30									Create Filings System/Field Manager Files
		Office Engineering												Review Plans and proposal
		Project Surveying/As-builts		8										Structural Steel Inspections
		On-Site Inspection												Review submittals/Plan Documents
Pre-Construction	4-19-15 to 4-25-15	Project Management/Resident Engineer	20		10									Create Filings System/Field Manager Files
		Office Engineering												Review Plans and documents
		Project Surveying/As-builts		8										Structural Steel Inspections
		On-Site Inspection												Review submittals
Pre-Construction	4-26-15 to 5-2-15	Project Management/Resident Engineer	20		10									Create Filings System/Field Manager Files
		Office Engineering												Review Plans and layout MOT
		Project Surveying/As-builts		8										Structural Steel Inspections
		On-Site Inspection												Review submittals
Fuller Road Stage 1	5-9-15 to 5-9-15	Project Management/Resident Engineer	16		8									Review IDRs
		Office Engineering												MOT, False Decking, Pile/hauger replace, Barrier Rail Repairs
		Project Surveying/As-builts		8										Structural Steel Inspections
		On-Site Inspection												Review submittals
Fuller Road Stage 1	5-10-15 to 5-16-15	Project Management/Resident Engineer	16		8									Review IDRs
		Office Engineering												Collect existing deck elevations and offset.
		Project Surveying/As-builts		8										MOT, Pile/hauger install, Joint Replace
		On-Site Inspection												Concrete Testing
Fuller Road Stage 1	5-17-15 to 5-23-15	Project Management/Resident Engineer	12		16									Review IDRs
		Office Engineering												Generate Estimate/Review IDRs
		Project Surveying/As-builts		8										Collect as-built deck elevations
		On-Site Inspection												MOT, Barrier Repair, Hydro Demolition, Shaflow Overlay
Fuller Road Stage 1	5-24-15 to 5-30-15	Project Management/Resident Engineer	16		8									Review IDRs
		Office Engineering												Cure Bridge Deck, Guardrail, Temp. Pavement Markings
		Project Surveying/As-builts		8										Progress Meeting and Minutes
		On-Site Inspection												Generate Estimate/Review IDRs
Fuller Road Stage 2	5-31-15 to 6-6-15	Project Management/Resident Engineer	16		16									Review IDRs
		Office Engineering												MOT, False Decking, Pile/hauger replace, Barrier Rail Repairs
		Project Surveying/As-builts		8										Review submittals
		On-Site Inspection												Collect existing deck elevations and offset.
Fuller Road Stage 2	6-7-15 to 6-13-15	Project Management/Resident Engineer	16		8									Review IDRs
		Office Engineering												Collect existing deck elevations and offset.
		Project Surveying/As-builts		8										MOT, Pile/hauger install, Joint Replace
		On-Site Inspection												Concrete Testing

Activity	Start Date	End Date	Duration	Resources	Notes
Fuller Road Stage 2 6:44-15 to 6:20-15	Project Close-Out	12			
	Office Engineering		16		
	Materials Testing/Fabrication Inspection	40	20	40	4
	Technical Support				12
Fuller Road Stage 2 6:21-15 to 6:26-15	Project Management/Resident Engineer	16			
	Office Engineering		8		
	On-Site Inspection	40	32	24	2
	Technical Support				4
Maiden Lane Stage 1 6:27-15 to 7:4-15	Project Management/Resident Engineer	16			
	Office Engineering		16		
	On-Site Inspection	40	20	24	8
	Technical Support				8
Maiden Lane Stage 1 7:5-15 to 7:11-15	Project Management/Resident Engineer	16			
	Office Engineering		8		
	On-Site Inspection	40	28	32	2
	Technical Support				12
Maiden Lane Stage 1 7:12-15 to 7:18-15	Project Management/Resident Engineer	12			
	Office Engineering		16		
	On-Site Inspection	40	32	8	12
	Technical Support				4
Maiden Lane Stage 1 7:19-15 to 7:25-15	Project Management/Resident Engineer	16			
	Office Engineering		8		
	On-Site Inspection	40	32	24	2
	Technical Support				4
Maiden Lane Stage 2 7:26-15 to 8:1-15	Project Management/Resident Engineer	16			
	Office Engineering		16		
	On-Site Inspection	40	28	24	2
	Technical Support				8
Maiden Lane Stage 2 8:2-15 to 8:8-15	Project Management/Resident Engineer	16			
	Office Engineering		8		
	On-Site Inspection	40	32	24	8
	Technical Support				4
Maiden Lane Stage 2 8:9-15 to 8:15-15	Project Management/Resident Engineer	12			
	Office Engineering		16		
	On-Site Inspection	40	28	40	2
	Technical Support				8
Maiden Lane Stage 2 8:16-15 to 8:22-15	Project Management/Resident Engineer	32			
	Office Engineering		24		
	On-Site Inspection	40	40	15	
	Technical Support				2
Substructure 8:23-15 to 8:29-15	Project Management/Resident Engineer	16			
	Office Engineering		8		
	On-Site Inspection	40	28	28	4
	Technical Support				10





**Full Project Management & Construction Engineering Services**

**City of Ann Arbor**

Fuller Road and Maiden Lane Bridge Rehabilitation

RFP 920

**Alfred Benesch & Co.**

Position	Hrly. Rate	Work Plan		Total Manhours	Direct Labor Amount	Overhead 1.5957	DL-OH Amount
		Hours	Manhours				
Sr. Project Manager/Resident Engineer	\$62.00	556	556	556	\$34,472.00	\$55,006.97	\$89,478.97
Senior Const. Tech Representative	\$36.00	96	96	96	\$3,456.00	\$5,514.74	\$8,970.74
Senior Const. Tech Representative	\$31.50	208	208	208	\$6,552.00	\$10,455.03	\$17,007.03
Senior Const. Tech Representative	\$31.50	96	96	96	\$3,024.00	\$4,825.40	\$7,849.40
Sr. Project Manager/Bridge	\$65.90	56	56	56	\$3,690.40	\$5,888.77	\$9,579.17
Construction Tech Rep II	\$26.00	1100	1100	1100	\$28,600.00	\$45,637.02	\$74,237.02
C. Whitlatch (OT)	\$39.00	398	398	398	\$15,522.00	\$24,768.46	\$40,290.46
Construction Tech Rep I	\$23.40	487	487	487	\$11,395.80	\$18,184.28	\$29,580.08
Tester (OT)	\$35.10	64	64	64	\$2,246.40	\$3,584.58	\$5,830.98
Office Engineer/Engineering Assistance	\$34.50	480	480	480	\$16,560.00	\$26,424.79	\$42,984.79
Administrative Assistant I	\$17.00	40	40	40	\$680.00	\$1,085.08	\$1,765.08
					\$126,198.60	\$201,375.11	\$327,573.71

L&O Amount: \$327,573.71  
 FCCM Rate (0.34%) \$429.08  
 Direct Expenses \$26,560.00  
 Benesch Sub total = \$354,562.78  
 Benesch Fixed Fee (11%) \$36,033.11  
 Prime Consultant: Benesch Total \$390,595.89  
 Subconsultant: PSI Total \$30,134.96  
 Total Service Contract Amount = \$420,730.85



**Full Project Management & Construction Engineering Services**  
**City of Ann Arbor**  
 Fuller Road and Maiden Lane Bridge Rehabilitation  
 RFP 920

**ESTIMATE OF DIRECT COSTS**

**Alfred Benesch & Company**

ITEM	UNIT	UNIT COST	QUANTITY	COST
VEHICLE	DAY	\$65	360	\$23,400
MOBILE PHONES	MONTH	\$80	27	\$2,160
Printing/Plotting Costs	LSUM	\$200	1	\$200
Field Supplies	LSUM	\$800	1	\$800
* Actual costs				

TOTAL \$26,560



Michigan Department of Transportation 5101C (04/13)	<b>DERIVATION OF SUBCONSULTANT COSTS</b>	EXHIBIT C																																																																																				
Summary of all Sub Costs for <u>ALL JOB NUMBERS</u> (including phases) for <u>all</u> services provided. Use additional pages as necessary.																																																																																						
<b>MDOT CONTROL SECTION(S) - JOB NUMBER(S):</b>  <b>CS - JN</b>	<b>CONTRACT / AUTHORIZATION #:</b>	<b>FIRM ROLE:</b>  <b>Sub Tier 1</b>																																																																																				
<b>SUBCONSULTANT NAME:</b>  <b>Professional Service Industries</b>	<b>PROJECT DESCRIPTION:</b>																																																																																					
<b>DIRECT LABOR:</b>																																																																																						
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<b>SUB OVERHEAD: (Total Labor x Overhead Rate)</b> Based on our firm's policy, we <u>apply</u> overhead to the premium portion of overtime labor charges. Therefore, our overhead is reduced by: \$ <u>-</u> Our premium overtime rate is: <u>1.5</u> times the regular rate.  Overhead Rate: <u>176.38%</u> <span style="float: right;">Total Overhead \$ <u>15,004.75</u></span>																																																																																						
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<b>SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)</b>  Fixed Fee Rate: <u>11%</u> <span style="float: right;">Total Fixed Fee \$ <u>2,586.30</u></span>																																																																																						
<b>SUB TOTAL COSTS SUMMARY \$ <u>30,134.96</u></b>																																																																																						

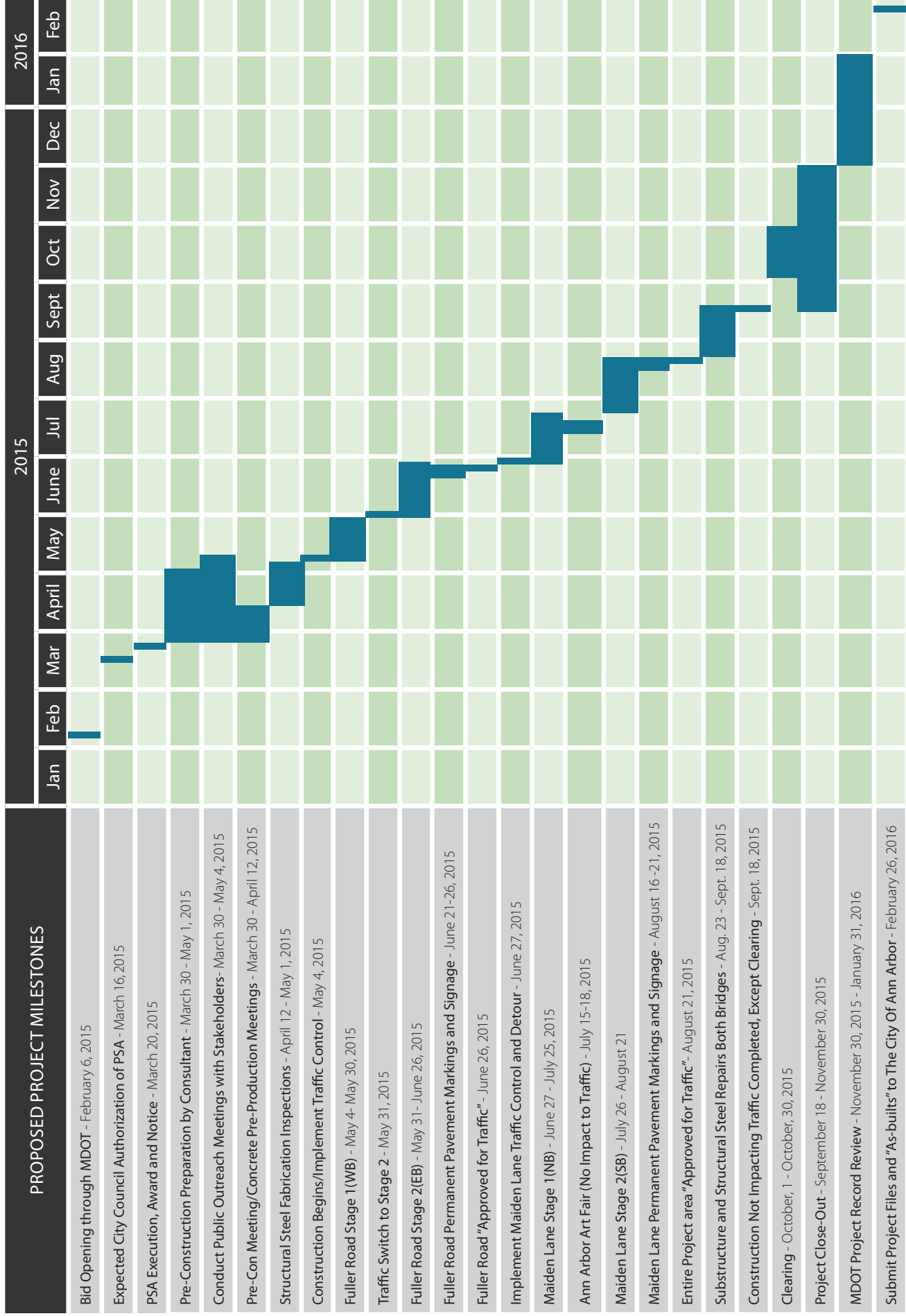
\*We anticipate travel within the state of Michigan for a radius of 100 miles from our Plymouth office. Anything in excess of 100 miles is beyond our original scope of work.

\*Overtime will only be charged to labor only. Overtime does not apply to overhead cost. Overtime will be billed at a maximum of 1.5 times the hourly rate. This also includes Holidays and night work.

## PROJECT SCHEDULE

## SECTION 3 | PROPOSED WORK PLAN

Benesch understands the importance of meeting the scheduled completion dates for milestones on this project. We are confident that we can meet the dates as outlined below, anticipating a notice to proceed on March 20, 2015



**EXHIBIT C  
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Consultant shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

- A. The Consultant shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Consultant 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 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which 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 Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
  4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 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 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 Consultant agrees to waive any right of recovery by its insurer against the City.
- 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 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; name of insurance company; name and address 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 shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Consultant shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.