

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DLZ MICHIGAN, INC.
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL DESIGN ENGINEERING SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and DLZ Michigan, Inc. ("Contractor"), a Michigan corporation with its address at 1425 Keystone Avenue, Lansing, MI 48911, 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 Community Services / Parks and Recreation.

Contract Administrator means Hillary Hanzel, 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 professional design engineering services for the rehabilitation of park bridges.

II. DURATION

Contractor shall commence performance on April 8, 2019 ("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 design engineering services for the rehabilitation of park bridges ("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:

Manoj Sethi
1425 Keystone Ave,
Lansing, MI
48911

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

City of Ann Arbor
Derek Delacourt
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.

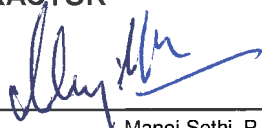
XIX. ELECTRONIC TRANSACTION

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.

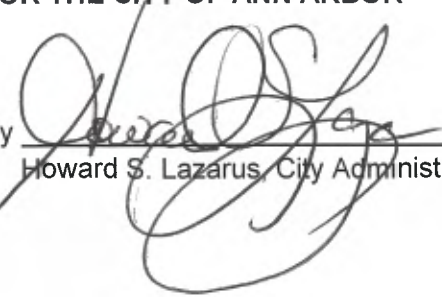
XX. EFFECTIVE DATE

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 
Manoj Sethi, P.E.
Its President
Date: 3/21/19

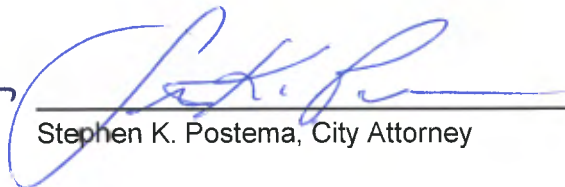
FOR THE CITY OF ANN ARBOR

By 
Howard S. Lazarus, City Administrator

Approved as to substance

 FOR COLLEEN DELACOURT
Type Name
Service Area Administrator

Approved as to form and content


MRP
Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT "A"

PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE REHABILITATION OF PARK BRIDGE STRUCTURES SCOPE OF SERVICES.

PROJECT DESCRIPTION

The project includes design engineering services and the production of bid documents for the rehabilitation of six park bridges: Barton Nature Area pedestrian structures (north and south); Bandemer Nature Area structures (Pedestrian and Vehicle); Mitchell Field Pedestrian structure; and Gallup Park Vehicle/Pedestrian structure.

The scope of rehabilitation work to be included in the contract documents is inclusive of, but not limited to, the following:

1. North Barton Nature Area Pedestrian Structure:
 - a. Removal of vegetation within 10' of the sides and under all spans (all approach quadrants).
 - b. Removal of soil from below the south truss to allow greater clearance, provide greater air flow and reduce moisture levels.
 - c. Regrading the south approach path and placing fill behind the abutment.
 - d. Adding additional path material at north approach to eliminate trip hazard.
 - e. Replacing selective deck planks across the entire structure and attaching all decking to all stringers and end angles at trusses (all spans).
 - f. Removing debris from the tops of the abutment walls.
 - g. Repairing concrete spall at the pier concrete at truss bearing and place nuts on anchor bolts.
2. South Barton Nature Area Pedestrian Structure:
 - a. Removal of vegetation within 10' of the sides and under all spans (all approach quadrants).
 - b. Regrading or paving the south approach so that gravel and dirt are not eroded and deposited on the rehabilitated structure completed in the above bullets.
 - c. Removing the timber deck planking at the south end of the south truss, and repairing, replacing or placing new wood stringers, beams and timber deck planking to temporarily support the deck surface from the ground, similar to previous repairs.
 - d. Replacing selective deck planks across the entire structure and attaching all decking to all stringers and end angles at trusses (all spans).
 - e. Removing debris from the tops of the abutment walls.
 - f. Removal of soil below the south span to provide at least 12-inches of clear space to the lowest steel members, to provide the necessary air-gap required for weathering steel structures.
3. Bandemer Nature Area Pedestrian Structure:
 - a. Removing vegetation within 10' of the sides of the structure and at the approaches, both ends.
 - b. Removing all debris from the deck surface and from the tops of the abutments, especially adjacent to the truss bearings.
 - c. Replacing selective deck planks across the entire structure and attaching all decking to the stringer and end angles at trusses.
 - d. Replacing the damaged section of the wood handrail.
 - e. Reattaching the chain link fence railing to the horizontal support member.
 - f. Cleaning and coating of the steel stringers, floor beams and diagonals below the deck level. THE CONSULTANT shall also investigate and discuss with a Contractor replacement of the existing stringers using galvanized steel members. This approach may be more cost-effective

and provide a longer-term solution than painting of the stringers. It would require complete removal of the existing timber decking, but would also provide complete encasement of the stringers (including the top flanges of the stringers that are in direct contact with the wood decking).

4. Bandemer Nature Area Vehicle Structure:

- a. Removing vegetation within 10' of the sides of the structure and at the approaches, both ends.
- b. Replacing selective deck planks across the entire structure and attaching all decking to the stringer and end angles at trusses.
- c. Removing all debris from the tops of the abutments, especially adjacent to the truss bearings.
- d. Cleaning and coating of the steel stringers, floor beams and diagonals below the deck level. THE CONSULTANT shall also investigate and discuss with a Contractor replacement of the existing stringers using galvanized steel members. This approach may be more cost-effective and provide a longer-term solution than painting of the stringers. It would require complete removal of the existing timber decking but would also provide complete encasement of the stringers (including the top flanges of the stringers that are in direct contact with the wood decking).
- e. Replacing the approach guardrail and the guardrail on the bridge.
- f. Replacing the expansion joint cover plates at both ends of the bridge.

5. Mitchell Field Pedestrian Structure:

- a. Removing vegetation within 10' of the sides of all spans (all approach quadrants)
- b. Replacing all deck planks across the entire structure (truss and south approach spans) and attaching all decking to the stringers and end angles at trusses
- c. Replacing deteriorated wood stringers in the south approach spans
- d. Replacing the railing post members on the south approach spans
- e. Removing the drop-off along south approach path, west side
- f. Closing the gap between the approach railing and bridge railings at the north end
- g. Removing debris from path at the ends of the structure
- h. Replacing the center steel stringer on the truss span with a galvanized stringer
- i. Cleaning and coating the outside two steel stringers, floor beams and diagonals below the deck level. THE CONSULTANT shall also investigate and discuss with a Contractor replacement of all of the existing stringers using galvanized steel members. This approach may be more cost-effective and provide a longer-term solution than painting of the stringers. It would require complete removal of the existing timber decking but would also provide complete encasement of the stringers (including the top flanges of the stringers that are in direct contact with the wood decking).

6. Gallup Park Vehicle/Pedestrian Structure:

- a. Replacing damage or missing components of the sidewalk railings
- b. Reconnecting and/or replacing with a new system the brackets that connect the vehicle deck panels and
- c. sidewalk deck panels to the floor beams and spreader beams
- d. Re-attaching the spreader beam that is currently laying on the ground in front of the south abutment to the vehicle deck panels

GENERAL

DLZ Michigan, Inc. the CONSULTANT, shall manage all aspects of the project design up to the award of the construction contract(s) for the project. This includes, but is not limited to; managing all aspects of the project, including the work of any sub-consultants and project coordination with all affected agencies.

The CONSULTANT's Project Manager shall provide full oversight, review and coordination of its project deliverables with that of its internal staff and sub-consultants such that a seamless product is provided, all deadlines are met, and that the plans and specifications are detailed, thorough, accurate, and meet all the requirements of the City of Ann Arbor (CITY) and any other relevant jurisdictional body.

All work shall be to the CITY's satisfaction.

The CONSULTANT'S Project Manager shall coordinate its efforts with the CITY to ensure the timely and cost effective submittal of the project deliverables.

The CONSULTANT shall coordinate all elements of the design with all affected parties, including, but not limited to MDEQ; various City Departments, and the public in general.

PROJECT WORK

All improvements shall be designed by the CONSULTANT in accordance with the applicable AASHTO, City of Ann Arbor, MDEQ, ADA, and any other relevant standards.

The CONSULTANT shall perform all work in accordance with the project schedule.

The CONSULTANT shall prepare all necessary permit applications (including all required supporting materials) from all approving agencies including, but not limited to; the MDEQ, MDNR, and the Washtenaw County Water Resources Commission (MCWRC).

The CONSULTANT shall prepare detour plans for all affected pedestrian and bicycle traffic.

The CONSULTANT shall provide two complete sets of Contract Documents and all required Specifications meeting the complete satisfaction of the CITY. This shall include (1) set of plans and specifications that detail all required work to be performed by the Contractor, including Pay Item quantities for the Bid Form and (1) set of plans and specifications that detail all work to be performed by the CITY, including "For Information Only" quantities, where needed. CONSULTANT shall include as many drawing sheets as necessary to include all necessary information.

Draft preliminary plans and specifications (75% complete) shall be prepared and submitted to the CITY for review. Upon CITY review, the CONSULTANT shall conduct a review meeting to coordinate feedback. The CONSULTANT shall then revise the documents based on the outcome of this meeting and submit draft final (95% complete) contract documents to the CITY for a final review, including a review meeting if necessary. Once any revisions are agreed upon and incorporated into the contract documents, and the contract documents, meet the CITY's satisfaction, a final (100% complete) set of contract documents shall be submitted to the CITY for use in completing or bidding the work.

CONSULTANT shall provide specifications inclusive of, but not limited to, the following scope items: timber deck planking, timber structure work, regrading and/or paving the South Barton parking area, and brackets for the Gallup Bridge.

The CONSULTANT shall conduct site visits to each structure to obtain all necessary measurements and quantities related to the work. The CONSULTANT shall coordinate with contractors as needed to provide accurate and cost effective engineering designs.

SCHEDULE

Upon receiving a written Notice to Proceed (NTP), the CONSULTANT shall commence work and be complete within ten weeks. It is estimated that the Preliminary Plans and Specifications can be completed within four (4) weeks of NTP, followed by a 2-week review and discussion period, with final contract documents ready for final review approximately 2 weeks after this review period.

**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:

(insert/Attach Negotiated Fee Arrangement)

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: Parks Bridges Repair Designs

FIRM: DLZ Michigan, Inc. **Date:** January 8, 2019

NAME of Company _____

TASK # | _____ **TASK DESCRIPTION:** Bridge Scoping and Contractor Meeting _____

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD	TOTAL
Mark T. Lessens, P.E.	Project Manager	22	\$55.00	\$1,210.00	157.44% \$1,905.02	\$3,115.02
Carrie L. Hamel, P.E.	QA/QC Engineer	0	\$44.00	\$0.00	\$0.00	\$0.00
Kyle J. Slavik, E.I.	Bridge Engineer	20	\$29.50	\$590.00	\$928.90	\$1,518.90
David A. Fildey	CAD Designer	10	\$32.35	\$323.50	\$509.32	\$832.82
SUBTOTAL =		52		\$2,123.50	\$3,343.24	\$5,466.74
SUPPLIES & MATERIALS:						
TRANSPORTATION:						\$50.00
OTHER DIRECT COSTS:						
PROFIT (11%)						\$601.34
TOTAL						\$6,118.08

**SUMMARY OF COSTS
FIGURE 3**

TITLE: Parks Bridges Repair Designs

FIRM: DLZ Michigan, Inc.
Name of Company

Date: January 8, 2019

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	MATERIALS	TRANS-PORTATION	OTHER COSTS	PROFIT	TOTAL
I	Bridge Scoping and Contractor Meeting	\$2,123.50	\$3,343.24	\$0.00	\$50.00	\$0.00	\$601.34	\$6,118.08
II	Preliminary Design, Drawings and Specifications	\$10,392.60	\$16,362.11	\$0.00	\$50.00	\$0.00	\$2,943.02	\$29,747.73
III	Final Design, Drawings and Specifications	\$4,940.10	\$7,777.69	\$0.00	\$50.00	\$0.00	\$1,398.96	\$14,166.75
TOTAL	TASKS I-III NOT TO EXCEED COSTS	\$17,456.20	\$27,483.04	\$0.00	\$150.00	\$0.00	\$4,943.32	\$50,032.56
CONSULTANT SHALL SUMMARIZE ALL APPLICABLE COSTS IN DIFFERENT TASKS INTO THE ABOVE FIGURE								

**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.



Legislation Details (With Text)

File #: 19-0358 **Version:** 1 **Name:** 3/18/19 Design Engineering Services for Parks
Type: Resolution **Status:** Passed
File created: 3/18/2019 **In control:** City Council
On agenda: 3/18/2019 **Final action:** 3/18/2019
Enactment date: 3/18/2019 **Enactment #:** R-19-094
Title: Resolution to Approve a Contract with DLZ Michigan, Inc. to Provide Professional Design Engineering Services for the Rehabilitation of Bridges in Barton Nature Area, Bandemer Park, Mitchell Field and Gallup Park (\$50,032.56)

Sponsors:

Indexes:

Code sections:

Attachments: 1. Draft DLZ Contract.pdf

Date	Ver.	Action By	Action	Result
3/18/2019	1	City Council		

Resolution to Approve a Contract with DLZ Michigan, Inc. to Provide Professional Design Engineering Services for the Rehabilitation of Bridges in Barton Nature Area, Bandemer Park, Mitchell Field and Gallup Park (\$50,032.56)
Attached for your review and action is a resolution to approve an up to \$50,032.56 contract with DLZ Michigan, Inc. (DLZ) to provide professional design engineering services, including construction drawings and specifications, for the rehabilitation of bridges in Barton Nature Area, Bandemer Park, Mitchell Field and Gallup Park.

The Parks and Recreation Open Space Plan identifies bridge repair as an on-going need and one of the major categories of capital project improvements. Recent bridge condition assessments have concluded that the bridge structures in Barton Nature Area (both north and south), Bandemer Park (pedestrian and vehicle), Mitchell Field, and Gallup Park (vehicle bridge) would benefit from repairs in the near-term in order to sustain their use. These repairs should be performed soon to maintain current use and prevent further deterioration and more costly repairs. Some of the identified repairs can be completed by Parks Staff, while more technical work will need to be performed by a licensed contractor. DLZ will complete two sets of design drawings and specifications, one for the work that will be bid out to a contractor and the other for work to be completed by City staff so that they will have a sufficient level of detail to allow them to complete the work accurately and efficiently.

DLZ's engineering design work will be completed in Winter/Spring 2019, allowing the construction contractor portion of the project to be bid in early Summer 2019 so that work can commence in the fall. City staff will commence with other repair work as soon as the design documents are complete.

The project meets the sustainability goals of promoting active living and learning and providing transportation options, as the park bridges form important linkages in the non-motorized system in our community. This project also supports the goal of having a safe community by minimizing the risk to public health from deferred bridge maintenance.

Staff recommends a contingency of 10% (\$5,003.25) is requested to cover potential changes that occur during design, as the full extent of repair work may not be evident until the design plans are prepared and finalized. Additionally, during construction the project will require construction inspection and oversight services. It is the intent of City staff to have DLZ provide these services as well, but due to the non-standard nature of the various bridge projects, it is recommended to wait under after the project is designed to determine the level of oversight that will be required.

Staff recommends DLZ for this work as a best source for the following reasons:

1. DLZ has already conducted detailed condition assessments, invested significant time familiarizing themselves with the bridges, the design of each structure, and the particular issues associated with each bridge. These assessments include load-rating calculations that were particularly time-consuming for the unique wooden vehicle bridge in Gallup Park, a very non-standard structure that required significant modelling effort, and research into its original construction and design. Because of its unique features, if another consultant was used, they would spend significant time validating or even possibly repeating the analysis, incurring additional time and costs. City staff estimate that this could potentially cost the City \$7,500-\$10,000 in additional engineering design fees.
2. City Engineering staff and DLZ have recommended these repairs be completed as soon as possible. If another consultant were to be used, the City would lose valuable time as they reviewed the reports, familiarized themselves with the unique aspects of the bridges, and performed additional analysis. Additionally, a request for proposals selection process would add considerable time to the project schedule, as staff estimates that it would take approximately four months or more to perform the selection and hiring process, limiting the City's ability to repair these structures in a timely manner.

Therefore, due to DLZ's familiarity with the project issues and the significant time they have already invested inspecting and analyzing the structures, combined with the urgent need to complete repairs as quickly as possible, DLZ is recommended to be used as a Best Source.

Budget Impact: It is requested that expending up to \$55,035.81 for this project be approved without regard to fiscal year. Funding is available in the approved FY2019 Park Maintenance and Capital Improvement Millage budget. The Park Advisory Commission unanimously recommended approval of this contract at their January 29th meeting.

Prepared by: Hillary Hanzel, Parks Planner

Reviewed by: Colin Smith, Parks and Recreation Manager
Derek Delacourt, Community Services Area Administrator

Approved by: Howard S. Lazarus, City Administrator

Whereas, The City has identified bridge repair as an on-going need and one of the major categories of capital project improvements;

Whereas, Tecent bridge condition assessments have concluded that the bridge structures in Barton Nature Area, Bandemer Park, Mitchell Field, and Gallup Park all would benefit from repairs;

Whereas, Some of the identified repairs can be completed by Parks Staff to save costs, while more technical work will need to be performed by a licensed contractor working from design drawings;

Whereas, These bridge repairs should be performed soon in order to maintain their current use and prevent further deterioration and more costly repairs;

Whereas, The project supports the City sustainability goals of promoting active living and learning and providing transportation options;

Whereas, Funding for design engineering is available in the approved FY2019 Park Maintenance and Capital Improvement Millage budget;

Whereas, It is not be economically feasible for another vendor to provide the engineering services as DLZ Michigan, Inc. has already invested significant time familiarizing themselves with the bridges;

Whereas, The repairs should be completed as soon as possible;

Whereas, The City would lose valuable time if another consultant had to familiarize themselves with the project;

Whereas, A request for proposals selection process would add considerable time to the project schedule, limiting the City's ability to repair the bridges in a timely manner;

Whereas, Staff is recommending that DLZ Michigan, Inc. be used as a Best Source; and

Whereas, The Parks Advisory Commission recommended approval of this contract at their January 29, 2019 meeting;

RESOLVED, That City Council approve a contract with DLZ Michigan, Inc. for professional design engineering services for the rehabilitation of park bridges for an amount of up to \$50,032.56, and also approve a construction contingency of \$5,003.25 (10%) to cover potential contract change orders, for a total of \$55,035.81 for the life of the project, without regard to fiscal year;

RESOLVED, That the City Administrator be authorized to take all necessary administrative actions to implement this resolution including the authority to approve change orders within the approved contingency; and

RESOLVED, That the Mayor and City Clerk be authorized and directed to execute the contract after approval as to substance by the City Administrator and approval as to form by the City Attorney.