

**AGREEMENT BETWEEN
HUBBELL, ROTH & CLARK INC.
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City"), and Hubbell, Roth & Clark, Inc. ("Consultant") a(n) Michigan Corporation with its address at 555 Hulet Drive, P.O. Box 824, Bloomfield Hills, MI 48303-0824 agree as follows on this 16th day of July, 20 13.

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

I. DEFINITIONS

Administering Service Area/Unit means Field Operations Services Unit.

Contract Administrator means Field Operations Unit Manager, 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 or delivered to City by Consultant under this Agreement

Project means General Civil Engineering and Professional Consulting Services for the City of Ann Arbor Field Operations Unit; RFP No. 864.

II. DURATION

This Agreement shall become effective on July 16, 20 13, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional engineering and consulting 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 professional quality performed by experts 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 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. 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. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$100,000.00
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project 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.

V. 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 acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies 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, the 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 the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions 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. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and 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.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts 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.

VIII. 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.
- 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 the 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- A. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

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. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.

XIII. 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.

XIV.CONFLICT OF INTEREST

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.

XV. 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.

XVI.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. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

By _____

Type Name: _____

It's _____

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy, Public Services Area Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

C Proposed Work Plan

MANAGEMENT



HRC has a unique contract management style that provides effective control of the project scope, schedule and overall cost. This management style is an adaptive technique that utilizes the significant experience of the Project Manager, staff and team members and has proven successful on many challenging projects where these issues were of great concern.

In order to successfully complete an as-needed project from planning, to design and bid letting and through construction, HRC has designated a Project Manager that has extensive experience in numerous fields relating to a wide variety of civil engineering public works projects similar to those listed in the RFP. This experience includes management of numerous projects from planning and design through construction. HRC has also included other experienced staff and team members to successfully complete these as-needed projects.

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

The Project Manager and team addresses these key components as described in each of the following phases:

Scope & Understanding: Sound contract management begins with the initial scope meeting with the key stakeholders. HRC also initiates its Client Interview Process at this point, independently of the project's scope meeting. This information provides the best opportunity to gather relevant background information, determine the desired outcomes and gain a clear understanding of the project's scope and goals. The HRC Team's experience in this area provides an effective plan for understanding the scope and delivering proven results. Gathering a firm understanding of the project's budget is also critical at this point, which is where the HRC Team will begin to track the scope and budget. At this point a project plan is developed that includes all information that is required so that the project meets the goals of the stakeholders. This project plan includes items that are essential to the successful completion of the project. These items are typically ones that have the largest impact on the project's schedule and cost, such as permitting, identifying major decision points, and any unique challenges. The HRC Team will then communicate this information to the appropriate stakeholders and provide frequent updates with the understood goals in mind. The HRC Project Manager will include any potential changes in scope, cost or schedule in this communication. The HRC Team's experience provides the ability to foresee potential issues, analyze the existing information effectively, and to develop a project plan that will succeed.

Design: The HRC Team's experience will utilize the information gained during the scoping of the project and will proceed with designing the key aspects for the project. The Project Manager will constantly be involved in the design of the project and will be aware of all major issues. This understanding will be relayed to the stakeholders on a regular basis. The Project Manager will also be reviewing the project with the team to identify any potential issues or concerns that need to be addressed. During detailed design and research, potential issues will be identified and addressed in the contract documents. Any unexpected



issues will be brought to the stakeholders' attention along with options for solutions. The HRC Team has a strong belief that when issues are identified that they should be brought to the appropriate peoples' attention as soon as possible with options for solutions and applicable costs.

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

Construction Engineering and Administration: The HRC Team will continue to effectively communicate with the stakeholders throughout the construction project. The Project Manager will continue to be directly involved in major aspects of the project and will ensure the project is on schedule and any issues and concerns that arise during construction are addressed and communicated to the stakeholders. The Project Manager and Team's philosophy of foreseeing potential issues carries over into construction. HRC will continually discuss with the Contractor upcoming work and schedules, from days to weeks in advance. While it is inevitable that issues or challenges will arise during construction, the HRC Team prides itself in not only providing quick resolutions, but also in having the staff on board to handle most situations. Whether it involves private utilities, permitting, environmental, geotechnical, scheduling, material, contractor requests for extras or other situations, the HRC Team has the staff and the experience to handle most every challenge. This ability will be a key tool to ensure the project remains on schedule, and within the defined budget and scope. The HRC Team also includes numerous personnel from construction observers to construction engineers that have proven records of executing successful projects with comparable scopes to those listed in the RFP.

SCOPE OF SERVICES



The actual scope of services to be provided under this as-needed contract ultimately depends on the City's needs and type of projects assigned. The RFP indicates possible categories of work that could include preparing plans and specifications, investigations, studies and reports, topographical survey, full contract administration, as-built construction plans, and permitting with various agencies. The above mentioned categories of work could be implemented on a variety of public works projects including sanitary and storm sewers, water main, streets, sidewalks, bridges, surface drainage, and building repairs. The HRC Team has the personnel, experience and expertise to perform all of these services on

all of these types of projects and more.

Initiating scope begins when the City contacts HRC's Project Manager via telephone, email or written letter to discuss a potential assignment. During the initial discussion between the City and HRC's Project Manager a preliminary understanding of the scope and schedule will be conveyed, and depending on the size and complexity of the task may require a scope definition meeting. However, in the case of an emergency, the task may require immediate mobilization of staff for investigation and resolution. In these situations HRC will respond immediately and work with the City to determine the best immediate course of action and develop a scope of work typically within a few hours. HRC's Project Manager will contact appropriate in-house staff and team members SHA and InSite as needed to help develop a scope and fee. SHA will provide insight and recommendations for geotechnical issues. InSite Design will provide assistance when dealing with landscaping issues, treatment of surface detention systems, and use of storm water BMPs. Regardless of the size of the project

a written scope and fee will be prepared prior to starting work, unless otherwise agreed to under an emergency situation.

The following sections provide a general scope of work for both design and construction projects with the intent of showing scope of work that might be required to complete an as-needed project. These scopes are not intended to be 100% inclusive and may or may not show every item that would ultimately be needed on a project. However, the HRC Team has the ability to perform all of the tasks as detailed in the RFP and more.

General Design Scope Work Plan:

- Conduct a kick-off meeting to review scope, schedule and key goals of the assigned task.
- Complete studies and investigations as needed to determine feasible alternatives. The study and conceptual design phase could include such items as site investigations, drawing review, soil borings and geotechnical investigations, identification of existing utilities, review potential permitting issues, topographical survey, and similar such items necessary to allow development of design alternatives and preliminary layouts including construction estimates.
- The HRC Team would develop and present various alternates to the City for review and discussion. Depending on the complexity of the project this may or may not require a meeting.
- The HRC Team will review and respond to the City's comments with the goal of selecting a preferred alternate amiable to the City and stakeholders.
- Discuss, as appropriate and authorized by the City, with permitting agencies scope of work and initial design ideas. This early coordination leads to less time for permit review and builds the consensus that allows as-needed projects to remain on schedule.
- Commence final design upon City's selection of a preferred alternate. Provide plans, specifications and construction estimates as necessary depending on the complexity of the project, but typically at 50%, 80% and 100% complete for City review.
- Conduct in-house constructability reviews concurrent with these milestone submittals.
- Prepare and submit necessary permit applications as applicable for the project.
- Prepare final bid documents.
- Assist in the bid process attending prebid meeting, responding to bidder's questions, issuing addenda, and conducting bid evaluation and recommendation.

General Construction Scope Work Plan:

- Schedule pre-construction meeting upon City issuing contractor Notice to Proceed.
- Conduct preconstruction meeting and prepare meeting minutes documenting meeting.
- Provide construction administration, including review of contractor submittals, respond to requests for information, review pay applications, and conduct and document construction progress meetings. Also provide overall coordination and supervision of testing services, final inspection and measurement, progress reports, review and recommendation of claims, preparation of change orders and preparation of final payment.
- Provide full time observation services to ensure construction is proceeding in conformance with the plans and specifications. This includes, but is not limited to, daily communications with all involved parties and documenting material usage, equipment and personnel, construction methods, tolerance conformance, weather conditions, downtime, damage to work, utility work by others, and final measure on the Daily Observation Reports.
- HRC's observation staff will perform NPDES inspections, wage rate reviews as necessary, develop and maintain project punch list, and fully document all force account work.
- Provide construction staking and cut-sheets as required.
- Monitor contractor's operations for compliance with permit requirements.
- Prepare and issue punch list.
- Complete certificates of substantial completion and final completion.



- Prepare As-Built Construction Plans by obtaining “original” electronic format contract plans from the City, documenting all plan changes, extras, and note revisions, and prepare “as-built” plans in electronic format conforming to the City’s Standard Specifications.
- Project close-out.

HRC has extensive experience working with the City of Ann Arbor Standards for plan preparation, design and construction. HRC has become familiar with these standards after recently completing the design for Ann Arbor’s West Stadium Boulevard Project as well as several recent projects designed for the University of Michigan. HRC worked closely with Mr. Nick Hutchinson and other City staff during the development of the University’s Central Campus Transit Center and East University Reconstruction Project and also the Beal Avenue Infrastructure Improvements on North Campus. HRC understands the City preferences for plan development, appearance and CAD standards using AutoCAD Civil 3D.

Detailed design and plan development for the City’s as-needed contract will be prepared following City standards and will include detailed design information. HRC’s familiarity with the City’s specifications will also help provide clear, concise and sound design details even when faced with challenging schedules.

The RFP requests that resources be defined for each task including person hours to complete the project. Due to the as-needed nature of this proposal and without defined projects, HRC will leverage our extensive as needed services experience and address every task request from the City by:

- Immediately meet with the City to define the scope of work
- Provide a not to exceed proposal with work line items, staff and sub-consultants to be assigned, hours and schedule identified within 48 hours of the scope being defined. Note that each request will be assigned to a project manager in order to identify HRC’s primary responsible person and single point of contact for the City.
 - If emergency work is required, HRC will provide a budgetary estimate for the immediate work within hours of being notified.
- Begin work immediately upon notification to proceed. It should be noted that HRC and the City have a great working relationship and therefore if requested, HRC would begin work before “official” notification is provided.
- Offer innovations to the City which has the potential to save design and/or construction costs. Since many as-needed tasks are unbudgeted for this step, HRC routinely performs this service and has saved our clients’ money and time on our previous projects.

In addition, the RFP requests that a progress milestone be provided. HRC has the diverse staff, experience and knowledge that as-needed contracts require to meet the demanding schedules of such projects. HRC offers the following scheduling information that would be typical for most projects:



- Scope meeting to be conducted as soon as possible. This typically is contingent on the City’s schedule. HRC can meet any meeting dates that the City requires.
- Based on the scope of work, additional meetings would be scheduled immediately including:
 - Permitting agencies for a pre-application meeting and for highly complicated projects HRC often has a scoping meeting with these agencies so their input on design is immediately known.
 - Utility coordination with others on many projects must be started immediately to avoid potential construction cost overruns and scheduling issues.
 - Other stakeholders that may have a vested interest in the project.
- HRC regularly provides a confirming construction estimate immediately after the scoping meeting to ensure that costs are in line with City expectations. This also reduces the potential for “redesign” or back tracking later in the project.
- Topographic survey, if required, starts immediately after the scope meeting along with research or investigations as needed.

Depending on the schedule and complexity of the project HRC will provide plans, specifications and construction estimates at 50%, 80% and 100% completion for City review. In addition, HRC finds on expedited schedules it is best to provide design details for review as they are being developed which have been found to expedite Owner reviews and overall project schedules.

HRC is also experienced in the Design/Build project delivery method which oftentimes is implemented to expedite resolution of emergency situations. HRC has extensive experience with this delivery method under a variety of as needed contracts with many clients. Examples include:

- SCADA programing
- Electrical testing and trouble shooting
- Meter repairs
- Pump repairs
- Emergency structural repairs
- Emergency equipment supply
- Emergency sewer repairs
- Emergency sludge dewatering services



EXHIBIT B
FEE SCHEDULE

D Fee Proposal

HRC has prepared the fee proposal in accordance with the RFP and Addenda Nos. 1 and 2; however HRC is unsure of what the City was ultimately requesting.

- Addendum #1 has a question “Regarding our fee proposal, since this is an as-needed contract without a defined work scope, how does the City desire that we should present our fee proposal? Simply an hourly rate schedule for various labor categories? Or fees for an assumed hypothetical project?....”. For which the following answer was provided; “hourly rates for each labor category are required to be submitted in a separately sealed fee proposal”.
- Addendum #2 has a question, “How should fees be presented?” with an answer of “Please carefully review Section 3, Part D of the RFP”.

HRC has interpreted the City’s RFP and Addenda to reflect that the City is only requiring our hourly rate schedule at this time and that hours and budgets will be required on a future project by project basis. Therefore, HRC has provided our rates for key personnel, as follows, and for other classifications on the attached rate schedule. In addition, we have included rate schedules for our subconsultant firms.

HRC Key Personnel Hourly Rates

Nancy Faught – Principal, \$47.80

William Davis – Project Manager (Associate), \$45.80

Charles Hart – Associate, \$42.00

Richard Nacey – Senior Project Engineer, \$41.30

Jane Graham – Associate, \$48.80

Robert DeFrain – Associate, \$45.20

Gary Chalice – Department Manager, \$39.35

HRC’s overhead rate is 1.95 which includes unemployment taxes, payroll taxes, contributions for Social Security, retirement benefits, medical/life insurance benefits, normal printing cost, telephones, tax, computer time, mileage, other overhead costs and profit.

Attached are HRC’s hourly billable rates, based on actual hourly rates of staff that could work on the City’s as-needed contract with the overhead rate of 1.95 applied.





HUBBELL, ROTH & CLARK, INC.
Consulting Engineers

2013 Billable Hourly Rate Schedule City of Ann Arbor

Classification	Billable Rates
Principal	\$141
Senior Associate / Managing Engineer	158
Associate	145
Department Manager	135
Senior Project Engineer	136
Project Engineer / Architect	105
Staff Engineer / Architect	90
Graduate Engineer / Architect I & II	93
Transportation Specialist	117
Right-of-Way Specialist	124
Environmental Analyst	83
GIS Specialist	122
CAD Designer	110
Senior CAD Technician	88
CAD Technician I & II	60
Survey Office Supervisor	111
Survey Office Technician	86
Surveyor	82
Survey – Party Chief	95
Survey – Instrument Person	69
Survey – Survey Assistant	53
Construction Observation Supervisor	98
Senior Construction Observer	84
Construction Observer I & II	63
Construction Engineer	112
Senior Testing Technician	80
Testing Technician	74
Administrative Support*	82

Wage rates shown above are for 2013. Billable rates for HRC include: unemployment taxes, payroll taxes, contributions for Social Security, retirement benefits, medical/life insurance benefits, normal printing cost, telephones, fax, computer time, mileage, other overhead costs and profit.

Allowable reimbursable expenses will be invoiced at our cost which is defined as the direct costs plus 10% to allow for Professional Liability Insurance.

*This category includes computer, reproduction and word processing staff.



HUBBELL, ROTH & CLARK, INC.

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InSite Design Studio, Inc.

Rate Schedule

Shannan Gibb-Randall, Principal	\$ 85.00/hr.
Jeannine Bessette, Associate	\$ 65.00/hr.



SCHLEEDE HAMPTON ASSOCIATES INC

CONSULTING ENGINEERS

Schedule of Fees and Services – 2013 Construction Season

Fees Valid through December 31, 2013

A. Engineering Services

Construction Materials Testing and Engineering Services for field testing and inspection duties, meetings and conferences, recommendations, reporting, and consultation will be furnished in accordance with the following schedule of hourly rates:

Engineering Technician (4 hour minimum charge)	\$ 39.00
Senior Engineering Technician (4 hour minimum charge)	\$ 54.00
Supervising Engineering Technician (4 hour minimum charge)	\$ 64.00
Staff Engineer	\$ 75.00
Project Engineer	\$ 85.00
Project Manager	\$ 125.00
Principal of Firm	\$ 135.00

Rates are portal to portal from our Birmingham, Michigan office.

Overtime rates of 1.4 x base rate apply to time on the project in excess of 8 hours per day or for work on Saturdays, Sundays, and recognized legal holidays.

Technician rates include all concrete field testing equipment costs and report review, preparation and distribution charges. Engineering time will only be charged for direct involvement in the project.

Daily equipment / vehicle charge, which includes all site vehicle usage and communications costs, will be invoiced at \$25.00 per day.

Trips to project sites or borrow sources for sample collection / pick-up will be invoiced at a lump sum of \$100.00, which includes personnel time and vehicle usage charges.

2254 COLE STREET
BIRMINGHAM, MICHIGAN 48009
248-540-3044 • FAX: 248-540-3282



EXHIBIT C

INSURANCE REQUIREMENTS

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

- A. The certificates of insurance shall meet the following minimum requirements.
1. 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
 2. 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 including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. 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
 3. 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. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. 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.
 4. 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 V.A 2 and V.A.3 of this contract 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.

- C. 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. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor 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 Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

ATTACHMENT A

NON-DISCLOSURE AGREEMENT
BETWEEN HUBBELL, ROTH & CLARK, INC. AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 100 N. Fifth Avenue, Ann Arbor 48107 ("City") is the owner of certain confidential information relating to its water system and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as "Confidential Information").

Whereas, Hubbell, Roth & Clark, Inc (referred to as "Receiver") is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of General Civil Engineering and Professional Consulting Services for the City of Ann Arbor Field Operations Unit.

It is hereby agreed:

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information, based on Receiver's request for the Water Supply System:

GIS maps and layers, Cityworks data, and as-built maps of distribution system asset locations and appurtenances

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it has all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as "need to know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as "need to know."

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any

reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

(Consultant)

By: _____
Steve Powers Date
Its: City Administrator

By: _____
Date
Print Name: _____
Its:

Approved as to substance:

Craig Hupy
Public Services Area Administrator

Approved as to form:

Stephen K. Postema
City Attorney

APPENDIX A

LEGAL STATUS OF RESPONDENT

(The Respondent shall fill out the appropriate form and strike out the other two.)

By signing below the authorized representative of the Respondent hereby certifies that:

The Respondent is:

- A corporation organized and doing business under the laws of the state of Michigan, for whom Nancy Faught, P.E. bearing the office title of Vice President, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

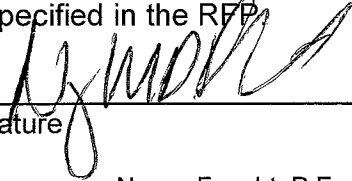
*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- ~~• A limited liability company doing business under the laws of the state of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

- ~~• A partnership organized under the laws of the state of _____ and filed with the county of _____, whose members are (attach list including street and mailing address for each.)~~

- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

 _____ Date: May 29, 2013
Signature

(Print) Name Nancy Faught, P.E. Title Vice President

Firm: Hubbell, Roth & Clark, Inc.

Address: 555 Hulet Drive, P.O. Box 824, Bloomfield Hills, MI 48303-0824

Contact Phone (248) 454-6390

Fax (248) 454-6312

Email nfaught@hrc-engr.com

**ATTACHMENT C
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

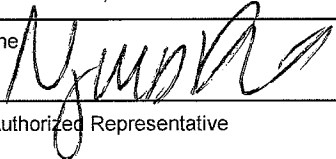
_____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.
_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.
- b) Please check the boxes below which apply to your workforce:
- ☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____
- OR**
- ☒ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes ☒ No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Hubbell, Roth & Clark, Inc.

Company Name


Signature of Authorized Representative
Nancy Faught, P.E., Vice President

Type or Print Name and Title
May 28, 2013

Date signed

555 Hulet Drive, P.O. Box 824, Bloomfield Hills, MI 48303-0824

Address, City, State, Zip
(248) 454-6390

Phone (area code)
nfaught@hrc-engr.com

Email address

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6500

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

HUBBELL, ROTH & CLARK, INC.

5-29-2013

Date Form Completed

GEORGE E HUBBELL

Name of President

DONNA MARTIN, ASSOCIATE

Name and Title of Person Completing this Form

555 HULET DRIVE BLOOMFIELD HILLS MI 48302

(Zip)

(State)

(City)

Address (Street address)

248-454-6345

(Area Code)

County

Phone #

Fax#

OAKLAND

(Area Code)

County

Phone #

Fax#

dmartin@hrc-engr.com

Email Address

(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	White A	Black or African American B	Asian C	Hispanic or Latino D	Native Hawaiian or Other Pacific Islander E	American Indian or Alaska Native F	White G	Black or African American H	Asian I	Hispanic or Latino J	Native Hawaiian or Other Pacific Islander K	American Indian or Alaskan Native L	TOTAL COLUMNS A-L
Exec/Sr. Level Officials	7						1						8
Supervisors	21						3						24
Professionals	28						17						45
Technicians	47	2		1			7						57
Sales													
Admin. Support	2	1					3	1					7
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL	105	3	0	1	0	0	32	1	0	0	0	0	142
PREVIOUS YEAR TOTAL	101	3	0	1	0	0	29	1	0	0	0	0	135

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**

Local Office (Only those employees that will do local or on-site work, if applicable)

HUBBELL, ROTH & CLARK, INC.

5-29-2013

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form **DONNA MARTIN, ASSOCIATE** Name of President **GEORGE E HUBBELL**

Address **555 HULET DRIVE BLOOMFIELD HILLS MI 48302** County **OAKLAND** Phone # **248-454-6300**

(Street address) (City) (State) (Zip) (Area Code)

Fax# **248-454-6345** Email Address **dmartin@hrc-engr.com**

(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)											TOTAL COLUMNS A-L	
	Male					Female							
	White A	Black or African American B	Asian C	Hispanic or Latino D	Native Hawaiian or Other Pacific Islander E	American Indian or Alaska Native F	White G	Black or African American H	Asian I	Hispanic or Latino J	Native Hawaiian or Other Pacific Islander K		American Indian or Alaskan Native L
Exec/Sr. Level Officials							1						1
Supervisors	3						1						4
Professionals	1												1
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL	4	0	0	0	0	0	2	0	0	0	0	0	6
PREVIOUS YEAR TOTAL	4	0	0	0	0	0	5	0	0	0	0	0	9

Questions about this form? Call Procurement Office: (734) 794-6576

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