

**AGREEMENT BETWEEN
DLZ MICHIGAN, 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 DLZ Michigan, Inc. ("Consultant") a Michigan Corporation Licensed to operate in the State of Michigan with its address at 1425 Keystone Ave., Lansing, MI, 48911, agree as follows on this _____ day of _____, 2014.

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

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area.

Contract Administrator means Public Services Area Administrator, 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 City of Ann Arbor Wastewater Treatment Plant 2014 Access Bridge Repair Project, RFP NO. 875.

II. DURATION

This Agreement shall become effective on _____, 2014, 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 consulting engineering services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement or within a Work Statement 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 or the applicable Work Statement. Payment shall be made monthly, unless another payment term is specified in Exhibit B or applicable Work Statement, 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 **Thirty-two Thousand Seven Hundred Fifth Two Dollars and Seven Cents (\$ 32,752.07).**
- 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.
- D. 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 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 CONSULTANT, it shall be addressed and sent to:

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

City of Ann Arbor
301 E. Huron St., POB 8647
Ann Arbor, Michigan 48107
Attn: Michael Amicangelo, WWTP

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: _____

Its _____

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

(negotiated scope of work based on accepted terms of Proposal)

SCOPE OF SERVICES

The scope of services provided herein shall pertain to work associated with the Treatment Plant Drive Bridge over the Huron River, also referred to as the Wastewater Treatment Plant (WWTP) Access Bridge.

TASK I – INSPECTION AND TESTING

DLZ will perform a detailed inspection of the WWTP Access Bridge by a Qualified Team Leader. DLZ will use Michigan Department of Transportation (MDOT) reach-all equipment to access the structure below the deck. No cost is associated with the access equipment.

The concrete deck will be 100 percent hand sounded. All deck delaminations/cracking shall be mapped for the purposes of developing repair recommendations.

The accessible areas of the concrete substructure units will be hand sounded. All abutment and pier spalls/delaminations/cracking will be mapped for the purposes of developing repair recommendations.

The steel superstructure will be inspected for adequacy of structure members. The deterioration of primary and secondary members will be mapped for the purposes of developing repair recommendations.

Soil and Materials Engineers, Inc. (SME) will perform concrete testing on the pier to evaluate the uniformity, consistency and quality of the concrete for the purposes of developing repair options at the pier. The pier will be inspected using Impact Echo (IE) to detect voids, cracks and delaminations. The testing will determine the depth of the distressed and deteriorated concrete. This information will be used to determine the depth of the core samples needed. Impulse Radar (IPR) will be used to determine where core samples can be extracted without damaging reinforcing steel.

Three concrete cores will be extracted for testing. The cores will be tested for compressive strength. Two chloride tests will be performed from each core. All three cores will be tested for sulfates.

A final report summarizing the field testing and laboratory analysis will be prepared and submitted.

SME will access the pier by utilizing the MDOT reach-all equipment used by DLZ for the bridge inspection. No cost is associated with the access equipment.

TASK II –UNDERWATER INSPECTION

Great Lakes Engineering Group, LLC (GLEG) will perform an underwater bridge inspection of the abutments and piers at the WWTP Access Bridge. The inspection is to be in accordance with the National Bridge Inspection Standards (NBIS 23 CFR 650) that specifies underwater inspections be conducted once within every 60 months by a Qualified Bridge Inspection Team Leader and a Qualified Bridge Inspection Diver. In addition, GLEG has a strict Quality Management System (QMS) for Underwater Bridge Inspections. GLEG's QMS requires not only that Quality Control be performed and documented, but also that an independent Qualified Team Leader reviews every underwater inspection report. GLEG also perform Quality Assurance reviews to ensure that Quality Control is effective.

A. Bridge File Review:

This phase involves analysis of the bridge file, the most recent Bridge Safety Inspection Report (BSIR) and Underwater Inspection Report, stream cross section, photographs, as-built plans, and maintenance records, if applicable. A major component of the file review involves becoming familiar with the bridge and its structure type; particularly, the foundation type. GLEG will determine if the foundations are on piles; if stay-in-place sheet piling is in place; and whether or not there was riprap set up on the bridge plans as a scour countermeasure.

B. Site Inspection:

During the Site Inspection, GLEG will conduct a Level I inspection and assess the condition of the submerged substructure units as well as the condition directly above the water surface. All findings observed by the diver are discussed and recorded via wireless communications from the diver underwater to the Dive Team Leader on the boat. The notes are taken during the inspection, and then reviewed and confirmed by the diver, post-dive. Sketches are drawn on pre-drafted substructure templates, and photographs are taken to support findings.

Deficiencies such as spalls to exposed steel, scaling, cracking, loss of section, debris, and scour will be noted. Topographical examination of the stream bed, in and around the substructure, will be completed.

The following Structure Inventory & Appraisal (SI&A) items will be evaluated, and rating/coding recommendations will be given during the Report phase:

- SIA Item #60: Substructure
- SIA Item #61: Channel and Channel Protection
- SIA Item #71: Waterway Adequacy
- SIA Item #111: Navigation Protection Systems
- SIA Item #113: Scour Criticality

Any critical items discovered will be immediately communicated prior to leaving the bridge site and followed up with a Request for Action (RFA).

C. Reports:

The final report will contain a written description of the substructure's condition, along with any deficiencies found at the bridge site, just above and below the water. The written description will be supported by photographs and CAD drawings. The report will contain all the information requested in the scope of service.

The format of the report will be as follows:

1. Executive Summary
2. General Site Procedures
3. Field Site Review Findings & Recommendations
4. Substructure Elevation Drawings and Soundings
5. Photo Log
6. MDOT Bridge Diving Inspection Report (SI&A Item #92B)
7. Appendix (Location Map, Existing BSIR, Existing Plan Sheets)

The City will assign the MDOT Underwater Bridge Inspection Report through MiBRIDGE to GLEG.

TASK III-SURVEY

DLZ will perform the streambed cross-section survey. The streambed cross-sections will be updated and the exact position of the streambed at the location of the substructure units will be determined. Elevation readings will be at locations consistent with a survey completed on January 15, 2013. Survey along the face of the substructure units will be performed. In addition, elevations of the top of the abutments and piers will be obtained. All elevations will be referenced to a benchmark located at the southwest corner of the northwest bridge railing corner (EL 745.10). This information will be used in the development of the repair plans to relate the streambed elevation, water surface elevation, and substructure elevations to the proposed repairs.

TASK VI – SCOPE OF REPAIR WORK VERIFICATION

WWTP will provide DLZ with specific requirements for construction regarding work times and days of the week. These work windows will be used by DLZ to develop construction sequencing for proposed repairs.

Upon review of the underwater inspection report and survey, DLZ will contact the WWTP to discuss the extent of the substructure repairs. DLZ and the WWTP will agree upon the scope of the repair work at this time.

Once the scope of repair work is defined, DLZ will develop a proposed construction sequence and bridge outage plan required to perform the proposed repairs. DLZ will submit a preliminary construction sequence for WWTP staff to review and comment on prior to developing the Preliminary Plan Submittal.

TASK V – PREPARE PRELIMINARY PLANS AND ENGINEER’S ESTIMATE

DLZ will prepare a Michigan Department of Environmental Quality (MDEQ)/U.S. Army Corps of Engineers (USACE) joint permit application as required. A hydraulic analysis will not be required. The MDEQ/USACE Joint Permit Applications will be completed and submitted to the City for review prior to the City submitting it to the MDEQ.

Because the existing substructure is pile supported, no scour analysis will be performed.

A qualified biologist will perform an evaluation of the project area for suitable habitat for existing protected species known to occur in the area based on Michigan Department of Natural Resources (MDNR) and U.S. Fish and Wildlife Service’s (USFWS) databases. DLZ will provide a letter to both agencies with our findings to obtain their concurrence on our findings. We expect it to be a finding of no effect with no further coordination required beyond submitting the letter. If additional coordination is required it will be considered an additional service.

SHPO clearance will not be required since all funding will be local funds and will not be submitted.

The City of Ann Arbor will provide utility contact information if available for all existing utilities in the project area. To verify that all utilities are notified, our team will contact the MDOT TSC Utility Engineer and request a list of all known utility contacts located within the nearest MDOT Control Section. DLZ will contact all utilities, log their responses, and coordinate any specifications/requirements for construction. The contact information will be included on the Project Information Sheet. Any utility specific specifications will be added to bid documents. DLZ will develop a Notice To Bidders Utility Coordination which details the utility locations per existing plans and any coordination requirements. The utility locations will not be surveyed.

The City and WWTP will provide DLZ with City specifications and up-front bid document specifications to be modified by DLZ for this specific project and included in the Preliminary Plan submittal.

After receiving approval of the project repair scope and construction sequence and shutdown plan from the WWTP, DLZ will prepare the Preliminary Grade Inspection (GI) Plan Submission package. The Preliminary Plan Submission package will include the following as well as any special details required to show the intent of proposed repairs:

- ✓ Preliminary Plans
 - Title Sheet – using MDOT format
 - Project Information Sheet– using MDOT standard sheet
 - Note Sheet– using MDOT standard sheet
 - Construction Staging Plans- detailed sequence of repairs, time frame to perform repairs, and special instructions for Contractor

- Superstructure Details and Cross-Section- detail deck patch locations, and joint repairs/replacement, if necessary
- Substructure Repair Details -4 plan sheets detailing repair locations (Abutment A, Abutment B, West side of Pier 1, East side of Pier 2)
- Existing General Plan of Structure Sheet
- MDOT Standard Plans
- ✓ Preliminary Construction Cost Estimate
- ✓ Unique Special Provisions Required for the Project
- ✓ City Specifications Required for the Project

The plans and special provisions will detail the construction staging/sequence developed to minimize impacts on the WWTP operations and other construction activities at the plant.

DLZ assumes the scope of work will include deck patching, joint repairs/replacement, substructure patching, and vegetation removal. If steel repairs are required, it is likely they would be at the utility support diaphragms. We assume these would be replaced in kind with no steel design required. We anticipate that the substructure patching can be accomplished using standard chipping and patching method without affecting the south fascia beam bearing. The design of temporary supports is not included in our scope of work.

The Bridge and Road Engineers will prepare the plans, specifications, and cost estimate. The Project Manager will complete the Quality Control of the submission package, and the Quality Management/Quality Control (QM/QC) Engineer will complete the Quality Management of the submission package.

DLZ will submit three 11" x 17" sets of hard copies of the Preliminary Plan Submission package to the WWTP for review and approval.

After submitting the Preliminary Plan Submission package, DLZ will send invitations for the GI Meeting. Invitations will be sent to pertinent City and WWTP staff and all utilities located within the project limits. DLZ's Project Manager run the GI Meeting. Any of the remaining outstanding issues will be addressed at this time.

After the GI Meeting, DLZ will prepare and distribute meeting minutes documenting the discussion, decisions made and action items within two weeks of the meeting.

TASK VI – PREPARE FINAL PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE

After receiving approval of the Preliminary Plan Submission package from the WWTP, and after the GI meeting, DLZ will prepare the final plans, specifications, bid proposal and construction cost estimate. This will include all documents necessary to bid the project.

The Bridge and Road Engineers will finalize the plans, specifications, and construction cost estimate. The Project Manager will complete the Quality Control of the submission

package, and the QM/QC Engineer will complete the Quality Management of the submission package.

DLZ will submit one set 11" x 17" (paper and digital) of the Final Plan Submission package (100 percent complete) to the WWTP for review and approval. If required, the Project Manager will meet with the WWTP staff to discuss the design comments and address any questions.

After receiving approval of the 100 percent Final Plan Submission package from the WWTP, DLZ will submit one 11" x 17" and one full size set (22" x 34") of the Final Deliverable Plan Submission package (paper and digital) to the WWTP. This plan set will be sealed by a licensed professional engineer. All submitted plans will conform to current MDOT and City/WWTP standards. DLZ will submit all electronic data to the WWTP in AutoCAD (version 2013 or earlier) format and .pdf format.

DLZ will submit the specifications in .pdf format which will include the City's current front-end bid documents with modifications approved by the City. The bid documents will be submitted to the City for advertisement.

TASK VII –PRE-CONSTRUCTION SERVICES

The City will submit the bid documents to their purchasing department for a three week advertisement. Our team will hold a pre-bid meeting 7-10 days after advertisement. DLZ will answer all pre-bid questions. If changes are warranted, we will prepare and distribute the project addendums.

Once the project is bid, we will review the bids of the three lowest qualified bidders. Our review will include reviewing the bid tabulation, identifying unbalanced bids, and determining qualified contractors through contacting Contractor references. DLZ will provide a written recommendation of award to the City for consideration.

STAFF HOURS BREAKDOWN

PROPOSED SCHEDULE

Notice to Proceed	April 14, 2014
Task I – Inspection and Testing	April 19-May 2, 2014
Inspection and Field Corings	April 19-20, 2014
SME Testing Report	April 21-May 2, 2014
Task II – Underwater Inspection	April 16-30, 2014
Task III – Survey	April 16-30, 2014
Task IV – Scope of Repair Work Verification	May 5-9, 2014
Meeting with WWTP/City	May 5, 2014
WWTP/City review of sequencing	May 5-9, 2014
Task V – Preliminary Plans	May 6-June 16, 2014
Utility Notification	May 6-12, 2014
MDEQ/USACE Joint Permit Application	May 6-12, 2014
MDNR/USFWS Evaluation	May 6-12, 2014
Prepare Preliminary Plans, Specs, Estimate	May 6-June 5, 2014
Submit to WWTP/City	June 6, 2014
Grade Inspection Meeting	June 16, 2014
Task VI- Final Plans	June 17-July 18, 2014
Prepare 100% Final Plans, Specs, Estimate	June 17-July 1, 2014
Submit to WWTP/City	July 2, 2014
WWTP/City Review	July 2-9, 2014
Address Comments	July 10-17, 2014
Final Deliverables	July 18, 2014
Task VII- Pre-Construction Services	July 19-August 15, 2014
Pre-Bid Meeting	July 31, 2013
Review Low Bidders	August 11-14, 2014
Recommendation to City	August 15, 2014

EXHIBIT B

(negotiated compensation based on accepted terms of Proposal)

TITLE: 2014 Access Bridge Repair Project

FIRM: DLZ Michigan, Inc. Date: February 6, 2014 Name of Company

TASK # I TASK DESCRIPTION: Inspection and Testing

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 165.97%	TOTAL
Talia N. Belill, P.E.	Project Manager	16	\$37.00	\$592.00	\$982.54	\$1,574.54
Michael A Kummeth, P.E.	QM/QC Engineer	0	\$61.40	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Engineer	8	\$28.85	\$230.80	\$383.06	\$613.86
David King, E.I.T.	Road Engineer	0	\$24.25	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Technician	0	\$28.35	\$0.00	\$0.00	\$0.00
Steven A. Jones, P.S., CFedS	Surveyor	0	\$42.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		24		\$822.80	\$1,365.60	\$2,188.40
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
SME	Concrete Testing					\$5,150.00
PROFIT (10%)						\$218.84
TOTAL						\$7,557.24

TITLE: 2014 Access Bridge Repair Project

FIRM: DLZ Michigan, Inc. Date: February 6, 2014 Name of Company

TASK # II TASK DESCRIPTION: Underwater Inspection

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 165.97%	TOTAL
Talia N. Belill, P.E.	Project Manager	2	\$37.00	\$74.00	\$122.82	\$196.82
Michael A Kummeth, P.E.	QM/QC Engineer	0	\$61.40	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Engineer	2	\$28.85	\$57.70	\$95.76	\$153.46
David King, E.I.T.	Road Engineer	0	\$24.25	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Technician	0	\$28.35	\$0.00	\$0.00	\$0.00
Steven A. Jones, P.S., CFedS	Surveyor	0	\$42.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		4		\$131.70	\$218.58	\$350.28
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
Great Lakes Engineering Group, LLC	Underwater Inspection					\$2,300.00
PROFIT (10%)						\$35.03
TOTAL						\$2,685.31

TITLE: 2014 Access Bridge Repair Project

FIRM: DLZ Michigan, Inc. Date: February 6, 2014 Name of Company

TASK # III TASK DESCRIPTION: Survey

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 165.97%	TOTAL
Talia N. Belill, P.E.	Project Manager	2	\$37.00	\$74.00	\$122.82	\$196.82
Michael A Kummeth, P.E.	QM/QC Engineer	0	\$61.40	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Engineer	2	\$28.85	\$57.70	\$95.76	\$153.46
David King, E.I.T.	Road Engineer	0	\$24.25	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Technician	0	\$28.35	\$0.00	\$0.00	\$0.00
Steven A. Jones, P.S., CFeds	Surveyor	17	\$42.80	\$727.60	\$1,207.60	\$1,935.20
SUBTOTAL =		21		\$859.30	\$1,426.18	\$2,285.48
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$228.55
TOTAL						\$2,514.03

TITLE: 2014 Access Bridge Repair Project

FIRM: DLZ Michigan, Inc. Date: February 6, 2014 Name of Company

TASK # IV TASK DESCRIPTION: Scope of Repair Work Verification

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 165.97%	TOTAL
Talia N. Belill, P.E.	Project Manager	19	\$37.00	\$703.00	\$1,166.77	\$1,869.77
Michael A Kummeth, P.E.	QM/QC Engineer	2	\$61.40	\$122.80	\$203.81	\$326.61
Paul D. Izzo, P.E.	Bridge Engineer	4	\$28.85	\$115.40	\$191.53	\$306.93
David King, E.I.T.	Road Engineer	4	\$24.25	\$97.00	\$160.99	\$257.99
David A. Fildey	CAD Technician	0	\$28.35	\$0.00	\$0.00	\$0.00
Steven A. Jones, P.S., CFedS	Surveyor	0	\$42.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		29		\$1,038.20	\$1,723.10	\$2,761.30
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$276.13
TOTAL						\$3,037.43

TITLE: 2014 Access Bridge Repair Project

FIRM: DLZ Michigan, Inc. Date: February 6, 2014 Name of Company

TASK # V TASK DESCRIPTION: Preliminary Submittal

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 165.97%	TOTAL
Talia N. Belill, P.E.	Project Manager	40	\$37.00	\$1,480.00	\$2,456.36	\$3,936.36
Michael A Kummeth, P.E.	QM/QC Engineer	2	\$61.40	\$122.80	\$203.81	\$326.61
Paul D. Izzo, P.E.	Bridge Engineer	34	\$28.85	\$980.90	\$1,628.00	\$2,608.90
David King, E.I.T.	Road Engineer	0	\$24.25	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Technician	40	\$28.35	\$1,134.00	\$1,882.10	\$3,016.10
Steven A. Jones, P.S., CFedS	Surveyor	0	\$42.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		116		\$3,717.70	\$6,170.27	\$9,887.97
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$988.80
TOTAL						\$10,876.76

TITLE: 2014 Access Bridge Repair Project

FIRM: DLZ Michigan, Inc. Date: February 6, 2014 Name of Company

TASK # VI TASK DESCRIPTION: Final Submittal

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 165.97%	TOTAL
Talia N. Belill, P.E.	Project Manager	24	\$37.00	\$888.00	\$1,473.81	\$2,361.81
Michael A Kummeth, P.E.	QM/QC Engineer	4	\$61.40	\$245.60	\$407.62	\$653.22
Paul D. Izzo, P.E.	Bridge Engineer	16	\$28.85	\$461.60	\$766.12	\$1,227.72
David King, E.I.T.	Road Engineer	0	\$24.25	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Technician	4	\$28.35	\$113.40	\$188.21	\$301.61
Steven A. Jones, P.S., CFedS	Surveyor	0	\$42.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		48		\$1,708.60	\$2,835.76	\$4,544.36
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$454.44
TOTAL						\$4,998.80

TITLE: 2014 Access Bridge Repair Project

FIRM: DLZ Michigan, Inc. Date: February 6, 2014 Name of Company

TASK # VII TASK DESCRIPTION: Pre-Construction Services

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 165.97%	TOTAL
Talia N. Belill, P.E.	Project Manager	10	\$37.00	\$370.00	\$614.09	\$984.09
Michael A Kummeth, P.E.	QM/QC Engineer	0	\$61.40	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Engineer	0	\$28.85	\$0.00	\$0.00	\$0.00
David King, E.I.T.	Road Engineer	0	\$24.25	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Technician	0	\$28.35	\$0.00	\$0.00	\$0.00
Steven A. Jones, P.S., CFedS	Surveyor	0	\$42.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		10		\$370.00	\$614.09	\$984.09
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$98.41
TOTAL						\$1,082.50

SUMMARY OF COSTS

FIRM: DLZ Michigan, Inc. Date: February 6, 2014 Name of Company

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	MATERIALS	TRANSPORTATION	OTHER COSTS	PROFIT	TOTAL
I	Project Kickoff Meeting	\$822.80	\$1,365.60	\$0.00	\$0.00	\$5,150.00	\$218.84	\$7,557.24
II	Underwater Inspection	\$131.70	\$218.58	\$0.00	\$0.00	\$2,300.00	\$35.03	\$2,685.31
III	Survey	\$859.30	\$1,426.18	\$0.00	\$0.00	\$0.00	\$228.55	\$2,514.03
IV	Scope of Work Verification	\$1,038.20	\$1,723.10	\$0.00	\$0.00	\$0.00	\$276.13	\$3,037.43
V	Preliminary Submittal	\$3,717.70	\$6,170.27	\$0.00	\$0.00	\$0.00	\$988.80	\$10,876.76
VI	Final Submittal	\$1,708.60	\$2,835.76	\$0.00	\$0.00	\$0.00	\$454.44	\$4,998.80
VII	Pre-Construction Services	\$370.00	\$614.09	\$0.00	\$0.00	\$0.00	\$98.41	\$1,082.50
TOTAL	TASKS I -VII NOT TO EXCEED COSTS	\$8,648.30	\$14,353.58	\$0.00	\$0.00	\$7,450.00	\$2,300.20	\$32,752.07
CONSULTANT SHALL SUMMARIZE ALL APPLICABLE COSTS IN DIFFERENT TASKS INTO THE ABOVE FIGURE								

TITLE: 2014 Access Bridge Repair Project

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. Errors or Omissions or Professional Liability insurance in an amount not less than \$1,000,000 protecting Consultant and its employees.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

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

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements 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

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent.. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under V.A 2 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.