

**AGREEMENT BETWEEN
DLZ MICHIGAN, INCORPORATED
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 Street, Ann Arbor, Michigan 48104 ("City"), and DLZ Michigan, Incorporated ("Consultant") a Michigan Corporation with its address at 1425 Keystone Avenue, Lansing, Michigan 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 Project Management Services Unit.

Contract Administrator means Nicholas Hutchinson, P.E., acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

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

Project means 2014/2015 Bridge Inspection Project; File No. 2014-014.

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 engineering services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of 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 \$104,107.61.
- 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:

DLZ Michigan, Inc.
1425 Keystone Avenue
Lansing, Michigan 48911
Attn: Talia N. Belill, P.E.

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

City of Ann Arbor
c/o Project Management Services Unit
301 E. Huron Street
Ann Arbor, Michigan 48104
Attn: Michael G. Nearing, P.E.

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 _____
Thomas G. Stoffl, P.E.
Its President

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 A. Hupy, P.E., Public Services Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services provided herein shall pertain to work associated with the following bridges:

2014 Bridge Inspections

1. Island Drive over Traver Creek
2. Maiden Lane over Huron River
3. Fuller Road (Westbound) over Huron River
4. Fuller Road (Eastbound) over Huron River
5. Huron Parkway over Huron River and Geddes Road
6. Treatment Plant Drive over Huron River

2015 Bridge Inspections

1. Broadway over Depot Street and Norfolk Southern Railroad*
2. Broadway over Huron River*
3. Fuller Road over Norfolk Southern Railroad
4. East Medical Center Drive over Norfolk Southern Railroad
5. E. Stadium Boulevard over Ann Arbor Railroad*
6. E. Stadium Boulevard over S. State Street*
7. Eisenhower Parkway over Ann Arbor Railroad*
8. U of M Tunnel under Huron Parkway
9. 5th Avenue Parking Structure

* Denotes a bridge located on the National Highway System requiring Element Level Inspection

Task 1 - Provide Updated MDOT SIA and BIR Forms

- A. The Consultant shall attend a project "kick-off" meeting to discuss specific details relative to the project. The Consultant shall bring to this meeting a time-line schedule outlining the major and/or critical elements of the proposed work. The Consultant shall also provide an agenda for the City's review and comment prior to the meeting.
- B. The Consultant shall review the City's Bridge Management/Maintenance Plan, prior Bridge Inspection Reports, available as-built records, load rating calculations, evaluations, and currently filed MDOT SIA and BIR forms for each bridge. Some of this information may not be available for each bridge.
- C. The Consultant shall request and obtain any permits of entry required to inspect the bridges.

- D. The Consultant shall, at all times during the work, provide traffic control in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor Public Services Department Standard Specifications, which are incorporated by reference. When lane closure permits are required to complete the work, they shall be obtained by the Consultant.
- E. The Consultant shall perform a structural inventory and appraisal (bridge inspection) for each bridge. For the Maiden Lane and Treatment Plant Drive over the Huron River in 2014 and Fuller Road and E. Medical Center Drive over the Norfolk Southern Railroad in 2015, a visual inspection will be completed to satisfy the NBIS 24 month inspection requirement. These structures are being rehabilitated in 2015. A maximum 90 day post-construction visual inspection shall be performed by the Consultant.

The bridge inspections shall be performed in accordance with the schedule included in Exhibit "A", Scope of Services. The Consultant shall complete a MDOT BIR form, Element Inspection Report (when applicable) and update the current SIA forms on file with the State. Information gathered for these forms must be entered into the MiB^{RIDGE} program for our review and submission to the State. Paper copies of all forms are to be sealed and certified by the Michigan Licensed Professional Engineer (MPE) in charge of the inspection prior to submission to the City. The Consultant/MPE shall be available to explain their findings and answer questions, if raised by City and MDOT officials, concerning the SIA forms, BIR forms, Element Inspection forms and the project, at no additional cost to the City. The Consultants investigation shall include, but not be limited to, the following:

1. Identifying the structure's type, age, and load resisting system.
 2. Detailing the present condition of the structure by reviewing and evaluating construction details, structural connections and appurtenances. Checking for possible alignment, settlement, expansion and contraction problems. Identifying, defining, and classifying the nature and extent of any observed defects. Noting any safety hazards found on the BIR forms and reporting them, in writing, to the City immediately. Preparing sketches, if necessary, to define all observable damage, deterioration, and defects. Taking color digital photographs, as necessary, to document all such defects.
 3. Reviewing structural system components: For steel structures the Consultant shall assess the adequacy of structural members for the given application, and if necessary, determine the size of members by using non-destructive testing, including micrometers and determine/verify span lengths. For concrete structures, the Consultant shall assess the adequacy of structural members and the type, size, and spacing of steel reinforcing for the given application and determine/verify span lengths.
- F. The Consultant shall review the Average Daily Traffic (ADT) data collected by the City of Ann Arbor Public Services Department-Transportation Division and incorporate any necessary revisions to the SIA and BIR forms.

- G. The Consultant shall review the existing Scour Evaluations and/or the Scour Action Plans on file for each bridge. Any scour evaluation that is found to be deficient, substandard, or does not exist shall be revised/created and submitted in accordance with the requirements for Bridge Inspection Reports. This work shall be performed in a manner that is consistent with MDOT's July 18, 2008 instructional memorandum regarding scour on bridge structures.
- H. The Consultant shall perform a Bridge Deck Delamination Survey for each concrete bridge deck, except on Maiden Lane and Treatment Plant Drive over the Huron River in 2014 and Fuller Road and E. Medical Center Drive over the Norfolk Southern Railroad in 2015.

The Bridge Deck Delamination Survey shall include sounding 100% percent of each concrete bridge deck and hand-sounding along the face of the substructure to provide an estimate of the total concrete-surface delamination for each structure, except on Maiden Lane and Treatment Plant Drive over the Huron River in 2014 and Fuller Road and E. Medical Center Drive over the Norfolk Southern Railroad in 2015. All deck delaminations/cracking shall be mapped and submitted to the City in an AutoCad (Version 2010) format at the completion of the project. An appropriate drawing, sealed by an MPE, shall be required for each bridge.

Task 2 - Bridge Inspection Reports

- A. The Consultant shall perform a visual inspection on Maiden Lane and Treatment Plant Drive over the Huron River in 2014 and Fuller Road and E. Medical Center Drive over the Norfolk Southern Railroad in 2015. The visual bridge inspection reports will include copies of the updated MDOT BIR forms, updated SIA forms, and photographs.
- B. The Consultant shall perform a detailed investigation of the bridges (except on Maiden Lane and Treatment Plant Drive over the Huron River in 2014 and Fuller Road and E. Medical Center Drive over the Norfolk Southern Railroad in 2015) to determine their relative condition and the extent and limits, if any, for each component therein, which may require repair or be considered deficient or substandard, based on currently accepted standards. The detailed inspection reports shall be created and submitted to the City in a Microsoft Word format. Additionally, two (2) complete copies of an inspection report for each bridge shall be prepared and furnished to the City. Each report shall be certified by the MPE that was in charge of the inspection. The reports shall discuss, in detail, all aspects of the bridge investigation program and shall propose alternative measures to correct any deficiencies found. In addition, in the reports, the Consultant shall:
 - 1. Evaluate the adequacy of the bridge system, including all components and appurtenances for compliance with the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Highway Bridges (current edition), the AASHTO Roadside Design Guide (current edition), and MDOT's Detail Bridge Inspection Frequency Guidelines, for the given service loading and use.

2. List all repair and maintenance needs for each bridge either by structural member or component.
 3. Develop cost estimates and recommendations for repair and restoration strategies, and for the total replacement of each bridge, if warranted within the next ten years. Alternatives to correct deficiencies shall be outlined and detailed in each report. Engineering fees related to recommended construction cost estimates are to be included in the report. This information may be incorporated into the City's Capital Improvements Plan (C.I.P.) and Bridge Management/Maintenance Plan. The cost estimates shall be created and submitted to the City in an Excel spreadsheet format. Proposed estimates for work items shall follow the numerical conventions in the City's established Bridge Management/Maintenance Plan.
 4. Provide a weighting system that classifies restoration needs according to each bridge's age, condition, function, uniqueness, or degree of external constraint. This analysis shall exclude the U of M Tunnel under Huron Parkway.
 5. Provide sketches, if necessary, to define all observable damage, deterioration, and defects. Digital color photographs shall be taken to document all such defects and shall be included in each report. A CD containing the digital photographs shall be submitted to the City at the completion of the project.
 6. Review and/or prepare a structural analysis for each bridge, using the AASHTO Load Factor or Load Resistance Factor method, and update its inventory and operating ratings to meet current requirements of the Michigan Structural Inventory and Appraisal Coding Guide. Recommendations for the posting of weight and speed restrictions, if required, and any emergency repairs shall be listed.
 7. Provide copies of the updated MDOT SIA and BIR forms, sealed by the MPE in charge of the inspection.
 8. Measure the bridge deck joint widths for each bridge (as applicable).
- C. Prior to submitting the final Bridge Inspection Report for each bridge, the Consultant shall submit two (2) copies of the "preliminary" reports for the City's review in accordance with the schedule included in Exhibit "A", Scope of Services. After review by the City, a meeting will be held to discuss incorporation of warranted comments into the final inspection reports.
- D. Attend a final review meeting with the City to discuss, in further detail, the final bridge inspection reports and the project in general.

EXHIBIT B FEE SCHEDULE

DLZ is presenting this fee proposal on a cost plus fixed fee basis and is based on the proposed work plan. The derivation of cost is presented on the following pages.

	Description of Work	2014	2015
Task 1	Provide Updated MDOT SIA and BIR Forms		
	1A - Planning the Inspections	\$8,644.56	\$0.00*
	1B - Field Inspections	\$17,121.24	\$30,432.09
Task 2	Bridge Inspection Reports		
	2A - Load Ratings	\$5,194.00	\$5,349.82
	2B – Prepare Bridge Inspection Report	\$12,066.19	\$20,423.65
Task 3	Quality Control Inspections	\$2402.00	\$2,474.06
	Total Cost Plus Fixed Fee	\$45,427.99	\$58,679.62
	GRAND TOTAL	\$104,107.61	

**SUMMARY OF STAFF HOUR DISTRIBUTION
FIGURE 1**

TITLE: 2014 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

LEVEL OF EFFORT AND TASK BREAKDOWN							
Names of Principal Staff Members	Role In Study	Task 1A	Task 1B	Task 2A	Task 2B	Task 3	TOTAL
SERVICES BY CONSULTANT:							
Talia N. Belill, P.E.	Project Manager	51	0	1	1	1	54
Mark T. Lessens, P.E.	Qualified Team Leader	19	35	16	60	3	133
Michael A. Kummeth, P.E.	QM/QC Engineer	4	0	2	6	1	13
A. Shea Porter, P.E.	QC Inspector	0	0	0	0	16	16
Paul D. Izzo, P.E.	Bridge Inspector	0	35	32	34	0	101
David A. Fildey	CAD Designer	0	0	0	5	0	5
Issac N. Loving	Material Tester	0	6	0	0	0	6
SERVICES BY OTHERS:							
40' Reach All Equipment							
Traffic Control							
Railroad Flagging and Inspection							
	TOTAL	74	76	51	106	21	328
NOTE: ALL TIMES SHALL BE GIVEN IN PERSON-HOURS							

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2014 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK # 1A TASK DESCRIPTION: Planning the Inspections

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	51	\$37.00	\$1,887.00	\$3,131.85	\$5,018.85
Mark T. Lessens, P.E.	Qualified Team Leader	19	\$43.27	\$822.13	\$1,364.49	\$2,186.62
Michael A. Kummeth, P.E.	QM/QC Engineer	4	\$61.40	\$245.60	\$407.62	\$653.22
A. Shea Porter, P.E.	QC Inspector	0	\$37.05	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Inspector	0	\$28.85	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Designer	0	\$28.35	\$0.00	\$0.00	\$0.00
Issac N. Loving	Material Tester	0	\$37.67	\$0.00	\$0.00	\$0.00
SUBTOTAL =		74		\$2,954.73	\$4,903.97	\$7,858.70
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$785.87
TOTAL						\$8,644.56

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2014 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK # 1B

TASK DESCRIPTION: Field Inspections

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	0	\$37.00	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	35	\$43.27	\$1,514.45	\$2,513.53	\$4,027.98
Michael A. Kummeth, P.E.	QM/QC Engineer	0	\$61.40	\$0.00	\$0.00	\$0.00
A. Shea Porter, P.E.	QC Inspector	0	\$37.05	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Inspector	35	\$28.85	\$1,009.75	\$1,675.88	\$2,685.63
David A. Fildey	CAD Designer	0	\$28.35	\$0.00	\$0.00	\$0.00
Issac N. Loving	Material Tester	6	\$37.67	\$226.02	\$375.13	\$601.15
SUBTOTAL =		76		\$2,750.22	\$4,564.54	\$7,314.76
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
Capitol Barricading, Inc.	Traffic Control					\$8,950.00
Railroad Liability Insurance						\$125.00
PROFIT (10%)						\$731.48
TOTAL						\$17,121.24

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2014 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK # 2A TASK DESCRIPTION: Load Ratings

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	1	\$37.00	\$37.00	\$61.41	\$98.41
Mark T. Lessens, P.E.	Qualified Team Leader	16	\$43.27	\$692.32	\$1,149.04	\$1,841.36
Michael A. Kummeth, P.E.	QM/QC Engineer	2	\$61.40	\$122.80	\$203.81	\$326.61
A. Shea Porter, P.E.	QC Inspector	0	\$37.05	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Inspector	32	\$28.85	\$923.20	\$1,532.24	\$2,455.44
David A. Fildey	CAD Designer	0	\$28.35	\$0.00	\$0.00	\$0.00
Issac N. Loving	Material Tester	0	\$37.67	\$0.00	\$0.00	\$0.00
SUBTOTAL =		51		\$1,775.32	\$2,946.50	\$4,721.82
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$472.18
TOTAL						\$5,194.00

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2014 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK # 2B TASK DESCRIPTION: Bridge Inspection Report

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	1	\$37.00	\$37.00	\$61.41	\$98.41
Mark T. Lessens, P.E.	Qualified Team Leader	60	\$43.27	\$2,596.20	\$4,308.91	\$6,905.11
Michael A. Kummeth, P.E.	QM/QC Engineer	6	\$61.40	\$368.40	\$611.43	\$979.83
A. Shea Porter, P.E.	QC Inspector	0	\$37.05	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Inspector	34	\$28.85	\$980.90	\$1,628.00	\$2,608.90
David A. Fildey	CAD Designer	5	\$28.35	\$141.75	\$235.26	\$377.01
Issac N. Loving	Material Tester	0	\$37.67	\$0.00	\$0.00	\$0.00
SUBTOTAL =		106		\$4,124.25	\$6,845.02	\$10,969.27
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$1,096.93
TOTAL						\$12,066.19

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2014 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK # 3 TASK DESCRIPTION: Quality Control 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	1	\$37.00	\$37.00	\$61.41	\$98.41
Mark T. Lessens, P.E.	Qualified Team Leader	3	\$43.27	\$129.81	\$215.45	\$345.26
Michael A. Kummeth, P.E.	QM/QC Engineer	1	\$61.40	\$61.40	\$101.91	\$163.31
A. Shea Porter, P.E.	QC Inspector	16	\$37.05	\$592.80	\$983.87	\$1,576.67
Paul D. Izzo, P.E.	Bridge Inspector	0	\$28.85	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Designer	0	\$28.35	\$0.00	\$0.00	\$0.00
Issac N. Loving	Material Tester	0	\$37.67	\$0.00	\$0.00	\$0.00
SUBTOTAL =		21		\$821.01	\$1,362.63	\$2,183.64
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$218.36
TOTAL						\$2,402.00

**SUMMARY OF COSTS
FIGURE 3**

TITLE: 2014 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	MATERIALS	TRANS-PORTATION	OTHER COSTS	PROFIT	TOTAL
1A	Planning the Inspections	\$2,954.73	\$4,903.97	\$0.00	\$0.00	\$0.00	\$785.87	\$8,644.56
1B	Field Inspections	\$2,750.22	\$4,564.54	\$0.00	\$0.00	\$9,075.00	\$731.48	\$17,121.24
2A	Load Ratings QA/QC Engineer	\$1,775.32	\$2,946.50	\$0.00	\$0.00	\$0.00	\$472.18	\$5,194.00
2B	Bridge Inspection Report	\$4,124.25	\$6,845.02	\$0.00	\$0.00	\$0.00	\$1,096.93	\$12,066.19
3	Quality Control Inspections	\$821.01	\$1,362.63	\$0.00	\$0.00	\$0.00	\$218.36	\$2,402.00
TOTAL	TASKS 1 - 3 NOT TO EXCEED COSTS	\$12,425.53	\$20,622.65	\$0.00	\$0.00	\$9,075.00	\$3,304.82	\$45,427.99
CONSULTANT SHALL SUMMARIZE ALL APPLICABLE COSTS IN DIFFERENT TASKS INTO THE ABOVE FIGURE								

**SUMMARY OF STAFF HOUR DISTRIBUTION
FIGURE 1**

TITLE: 2015 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

LEVEL OF EFFORT AND TASK BREAKDOWN							
Names of Principal Staff Members	Role In Study	Task 1A	Task 1B	Task 2A	Task 2B	Task 3	TOTAL
SERVICES BY CONSULTANT:							
Talia N. Belill, P.E.	Project Manager	0	0	1	1	1	3
Mark T. Lessens, P.E.	Qualified Team Leader	0	61	16	96	3	176
Michael A. Kummeth, P.E.	QM/QC Engineer	0	0	2	14	1	17
A. Shea Porter, P.E.	QC Inspector	0	0	0	0	16	16
Paul D. Izzo, P.E.	Bridge Inspector	0	61	32	52	0	145
David A. Fildey	CAD Designer	0	0	0	8	0	8
Issac N. Loving	Material Tester	0	0	0	0	0	0
SERVICES BY OTHERS:							
40' Reach All Equipment							
Traffic Control							
Railroad Flagging							
	TOTAL	0	122	51	171	21	365
NOTE: ALL TIMES SHALL BE GIVEN IN PERSON-HOURS							

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2015 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK # 1A

TASK DESCRIPTION: Planning the Inspections

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	0	\$38.11	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	0	\$44.57	\$0.00	\$0.00	\$0.00
Michael A. Kummeth, P.E.	QM/QC Engineer	0	\$63.24	\$0.00	\$0.00	\$0.00
A. Shea Porter, P.E.	QC Inspector	0	\$38.16	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Inspector	0	\$29.72	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Designer	0	\$29.20	\$0.00	\$0.00	\$0.00
Issac N. Loving	Material Tester	0	\$38.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		0		\$0.00	\$0.00	\$0.00
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$0.00
TOTAL						\$0.00

NOTE: No hours are listed for this task since planning efforts are accounted for in 2014.

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2015 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK # 1B

TASK DESCRIPTION: Field Inspections

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	0	\$38.11	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	61	\$44.57	\$2,718.65	\$4,512.15	\$7,230.80
Michael A. Kummeth, P.E.	QM/QC Engineer	0	\$63.24	\$0.00	\$0.00	\$0.00
A. Shea Porter, P.E.	QC Inspector	0	\$38.16	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Inspector	61	\$29.72	\$1,812.65	\$3,008.45	\$4,821.09
David A. Fildey	CAD Designer	0	\$29.20	\$0.00	\$0.00	\$0.00
Issac N. Loving	Material Tester	0	\$38.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		122		\$4,531.30	\$7,520.60	\$12,051.90
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
Capitol Barricading, Inc.	Traffic Control					\$7,950.00
Equipment Rental Company	Reach-all Equipment					\$6,500.00
Railroad Right-of-Entry						\$1,000.00
Railroad Liability Insurance						\$125.00
Railroad Flagging- Amtrak and AA RR						\$1,600.00
PROFIT (10%)						\$1,205.19
TOTAL			Page 11			\$30,432.09

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2015 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK # 2A TASK DESCRIPTION: Load Ratings

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	1	\$38.11	\$38.11	\$63.25	\$101.36
Mark T. Lessens, P.E.	Qualified Team Leader	16	\$44.57	\$713.09	\$1,183.51	\$1,896.60
Michael A. Kummeth, P.E.	QM/QC Engineer	2	\$63.24	\$126.48	\$209.93	\$336.41
A. Shea Porter, P.E.	QC Inspector	0	\$38.16	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Inspector	32	\$29.72	\$950.90	\$1,578.20	\$2,529.10
David A. Fildey	CAD Designer	0	\$29.20	\$0.00	\$0.00	\$0.00
Issac N. Loving	Material Tester	0	\$38.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		51		\$1,828.58	\$3,034.89	\$4,863.47
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$486.35
TOTAL						\$5,349.82

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2015 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK # 2B TASK DESCRIPTION: Bridge Inspection Report

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	1	\$38.11	\$38.11	\$63.25	\$101.36
Mark T. Lessens, P.E.	Qualified Team Leader	96	\$44.57	\$4,278.54	\$7,101.09	\$11,379.63
Michael A. Kummeth, P.E.	QM/QC Engineer	14	\$63.24	\$885.39	\$1,469.48	\$2,354.87
A. Shea Porter, P.E.	QC Inspector	0	\$38.16	\$0.00	\$0.00	\$0.00
Paul D. Izzo, P.E.	Bridge Inspector	52	\$29.72	\$1,545.21	\$2,564.58	\$4,109.78
David A. Fildey	CAD Designer	8	\$29.20	\$233.60	\$387.71	\$621.32
Issac N. Loving	Material Tester	0	\$38.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		171		\$6,980.85	\$11,586.11	\$18,566.96
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$1,856.70
TOTAL						\$20,423.65

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2015 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK # 3

TASK DESCRIPTION: Quality Control 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	1	\$38.11	\$38.11	\$63.25	\$101.36
Mark T. Lessens, P.E.	Qualified Team Leader	3	\$44.57	\$133.70	\$221.91	\$355.61
Michael A. Kummeth, P.E.	QM/QC Engineer	1	\$63.24	\$63.24	\$104.96	\$168.20
A. Shea Porter, P.E.	QC Inspector	16	\$38.16	\$610.58	\$1,013.39	\$1,623.97
Paul D. Izzo, P.E.	Bridge Inspector	0	\$29.72	\$0.00	\$0.00	\$0.00
David A. Fildey	CAD Designer	0	\$29.20	\$0.00	\$0.00	\$0.00
Issac N. Loving	Material Tester	0	\$38.80	\$0.00	\$0.00	\$0.00
SUBTOTAL =		21		\$845.64	\$1,403.51	\$2,249.15
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (10%)						\$224.91
TOTAL						\$2,474.06

**SUMMARY OF COSTS
FIGURE 3**

TITLE: 2015 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

Date: June 9, 2014

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	MATERIALS	TRANS-PORTATION	OTHER COSTS	PROFIT	TOTAL
1A	Planning the Inspections	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1B	Field Inspections	\$4,531.30	\$7,520.60	\$0.00	\$0.00	\$17,175.00	\$1,205.19	\$30,432.09
2A	Load Ratings QA/QC Engineer	\$1,828.58	\$3,034.89	\$0.00	\$0.00	\$0.00	\$486.35	\$5,349.82
2B	Bridge Inspection Report	\$6,980.85	\$11,586.11	\$0.00	\$0.00	\$0.00	\$1,856.70	\$20,423.65
3	Quality Control Inspections	\$845.64	\$1,403.51	\$0.00	\$0.00	\$0.00	\$224.91	\$2,474.06
TOTAL	TASKS 1 - 3 NOT TO EXCEED COSTS	\$14,186.37	\$23,545.11	\$0.00	\$0.00	\$17,175.00	\$3,773.15	\$58,679.62
CONSULTANT SHALL SUMMARIZE ALL APPLICABLE COSTS IN DIFFERENT TASKS INTO THE ABOVE FIGURE								

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

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

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. 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.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Consultant agrees to waive any right of recovery by its insurer against the City.
 - C. Documentation must 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. A 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 Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.