

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
DLZ MICHIGAN, INCORPORATED
AND THE
CITY OF ANN ARBOR
FOR THE
2020-2021 BRIDGE INSPECTION PROJECT**

This agreement ("Agreement") is between 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, Incorporated ("Contractor"), a Michigan Corporation, with its address at 1425 Keystone Avenue, Lansing, Michigan 48911. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area - Engineering.

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

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

Project means 2020-2021 Annual Bridge Inspection Project.

II. DURATION

Contractor shall commence performance on July 1, 2021 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide professional 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 compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor

written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

DLZ Michigan, Incorporated
c/o Manoj Sethi, P.E.,
President
1425 Keystone, Lansing, Michigan 48911

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

City of Ann Arbor
Public Services Area
c/o Craig A. Hupy, P.E., Public Services Area Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to

another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Manoj Sethi, P.E.
Its President
Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Craig A. Hupy, P.E.
Public Service Area Administrator

Tom Crawford, Interim City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT "A"
SCOPE OF WORK

Task 1A – Complete Bridge Safety Inspections for the City’s 16 NBIS Structures

- A. The CONSULTANT shall schedule and chair a project "kick-off" meeting for each of the three (3) phases: 2020 Bridge Safety Inspections; 2021 Bridge Safety Inspections; and, the Park Bridge Inspections (2020), to discuss specific details relative to each phase of 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 prior Bridge Safety Inspection Reports, available as-built records, load rating calculations, evaluations, and currently filed MDOT SIA and BSIR forms for each structure. Some of this information may not be available for every structure.
- C. The CONSULTANT shall request and obtain all railroad “permits of entry” required to inspect the structures. Any and all permit fees required shall be paid for by the CONSULTANT.
- D. The CONSULTANT shall, at all times during the work when required to safely and effectively complete the bridge inspection, 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 Area Standard Specifications, which are incorporated by reference. Some inspections may be required to be completed on a weekend based on impacts to traffic. When lane closure permits are required to complete the work, the CONSULTANT shall prepare and submit the traffic control drawings as needed to accurately depict the appropriate traffic control staging. All required permits shall be obtained by the CONSULTANT.
- E. The CONSULTANT shall perform a structural inventory and appraisal (bridge inspection) for each bridge or structure. This work shall be performed in accordance with the schedule included at the end of this section. The CONSULTANT shall complete a MDOT BSIR form and update the current SIA forms on file with the State for the City’s 16 bridges. The bridges and year of inspection are indicated in Table 1, below. All structures are inspected on a biennial schedule (every two years), except East Medical Center Drive (EMCD) over NS/Amtrak Railroad. EMCD is inspected on an annual basis and will be inspected both in 2020 and 2021.

Structure	Crossing	Year(s) of Inspection
East Medical Center Drive	NS/Amtrak Railroad	2020 and 2021
Huron Parkway	Huron River/Geddes/NS/Amtrak RR	2020
E. Huron River Drive	Pittsfield/Ann Arbor Drain	2020
EB Fuller Road	Huron River	2020
WB Fuller Road	Huron River	2020
Maiden Lane	Huron River	2020
Island Drive	Traver Creek	2020
WWTP Access Drive	Huron River	2020
E. Stadium Blvd	Ann Arbor Railroad	2021
E. Stadium Blvd	S. State Street	2021
Fuller Road	NS/Amtrak Railroad	2021
S. Fifth Avenue	Underground Parking Structure	2021
Broadway	Depot Street and NS/Amtrak Railroad	2021
Broadway	Huron River	2021
Huron Parkway	U of M Tunnel	2021
Eisenhower Parkway	Ann Arbor Railroad	2021

Information gathered for these structures must be entered into the MiBRIDGE program for the City’s review and subsequent 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, BSIR forms, and the project, at no additional cost to the City. The CONSULTANT’s 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; and, checking for possible alignment, settlement, and, expansion and contraction problems. Identifying, defining, and classifying the nature and extent of any observed defects. Noting any safety hazards found on, or in, the structures and completing the BSIR forms and reporting the results, 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 and the overall condition of each structure.
3. Reviewing structural system components:
 - Steel Structures
 - a. Assess the adequacy of structural members for the given application, and if necessary, determine the size of members by using non-destructive testing by such methods as ultrasonic thickness gauges, micrometers, or other approved devices.

- b. Determine/verify span lengths.

Concrete Structures

- a. Assess the adequacy of structural members; and the type, size, and spacing of steel reinforcing for the given application.

- b. Determine/verify span lengths.

- F. City-owned bridges located on National Highway System (NHS) routes shall have all pertinent National Bridge Element (NBE) and MDOT Agency Developed Element (ADE) data collected, condition states determined, and applicable quantities measured and reported following MDOT and FHWA standards. This information shall be detailed in the bridge inspection report.
- G. The CONSULTANT shall complete one QC inspection during each year (2020 and 2021) of the project. The information obtained during these inspections will be included in the report for the applicable bridge. All reports will be reviewed by a Qualified Team Leader (QTL) that is independent of the field inspections to verify completeness and consistency of the reports.
- H. The CONSULTANT shall review the Average Daily Traffic (ADT) data collected by the City of Ann Arbor Public Services Area - and incorporate any necessary revisions to the SIA and BSIR forms.
- I. The CONSULTANT shall review the existing Level One and/or Two Scour Evaluations on file for each bridge. The prepared Scour Action Plans shall also be reviewed. Any scour evaluation or Scour Action Plan that is found to be deficient, substandard, or does not exist shall be revised/created and submitted in accordance with the Task 2 requirements for Bridge Inspection Reports.
- J. The CONSULTANT shall obtain streambed cross-sections at the following structures in 2020:
 - WB and EB Fuller Road over Huron River
 - Huron Parkway over Huron River
 - Island Drive over Traver Creek
 - Maiden Lane over Huron River

The CONSULTANT shall obtain streambed cross-sections at the following structure in 2021:

- Broadway over Huron River

The CONSULTANT shall use the stream cross-section information obtained by the City to plot cross sections for the E. Huron River Drive over Pittsfield/Ann Arbor Drain structure and shall include the information in the report for this structure.

The cross section and points shall be obtained at locations previously shot and presented in previous inspection reports. The new cross-section information shall be plotted at the same scale as previously presented and compared to the previous cross-sections to determine if any erosion or movement of the streambed has occurred since the last cross-sections were obtained.

- K. The CONSULTANT shall sound 100% percent of each concrete bridge deck and hand-sound the face of all substructure units of the structures listed below in Table 2 to provide an estimate of the total concrete-surface delamination for each structure. All deck delaminations/cracking shall be mapped and submitted to the City in an AutoCad (Version 2017 or later) format at the with the submittal of each year’s bridge inspection reports. An appropriate drawing shall be required for each bridge.

All other structures shall be visually inspected from ground-based vantage points, without the use of reach-all or other equipment, and without the use of traffic control or lane closures. No right-of-entry permits shall be needed to complete these inspections for the structures over railroads, other than the structure listed below.

Table 2: Structures to be Inspected in Detail (Hands-on Inspection)		
Structure	Crossing	Year(s) of Inspection
East Medical Center Drive	Wolverine Line/Amtrak Railroad	2020 and 2021
Huron Parkway	Huron River/Geddes/NS/Amtrak RR	2020

Task 1B - Complete Structure Safety Inspections for Ten (10) City-Owned Park Structures

- A. The ten (10) Park Structures to be inspected in Fall 2020 are included in the table below and indicated on the maps below:

Table 3: Park Structures to be Inspected		
Structure No.	Structure	Crossing
1.	Gallup Park – Pedestrian Structure One	Huron River
2.	Gallup Park - Pedestrian Structure Two	Huron River
3.	Gallup Park - Pedestrian Structure Three	Huron River
4.	Gallup Park - Pedestrian Structure Four	Huron River
5.	Gallup Park - Pedestrian Structure Five	Huron River
6.	Gallup Park – Pedestrian Structure Six	Huron River
7.	Bandemer Park – Vehicle Structure	Huron River
8.	Bandemer Park – Pedestrian Structure	Huron River
9.	Island Park Pedestrian Structure	Huron River
10.	Scheffler Park Pedestrian Structure	Pittsfield\Ann Arbor Drain





- B. The CONSULTANT shall review available as-built records and drawings, previous load rating calculations and evaluations, and previous bridge inspection reports for each structure provided by the City. Some of this information may not be available for each structure. Consequently, it may be necessary for the CONSULTANT to obtain the needed information in the field directly from the existing bridge structure itself in order to properly perform the work of this Sub-task.
- C. The CONSULTANT shall perform a structural inventory and appraisal (bridge inspection) for each structure. This work shall be performed in Fall 2020 and be coordinated with City of Ann Arbor Parks Staff so that they may perform needed work to facilitate the planned inspections. 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 officials, concerning the forms, and the project, at no additional cost to the City. The CONSULTANT's 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; and, 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 or in the structures and completing the bridge inspection forms and reporting the results, 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 and the overall condition of each structure at the time of the inspection.
 3. Reviewing structural system components:
 - Steel Structures
 - a. Assess the adequacy of structural members for the given application, and if necessary, determine the size of members by using non-destructive testing by such methods as ultrasonic thickness gauges, micrometers, or other approved devices.
 - b. Determine/verify span lengths.
 - Concrete Structures
 - a. Assess the adequacy of structural members; and the type, size, and spacing of steel reinforcing for the given application.
 - b. Determine/verify span lengths.
- D. All structures shall be inspected in detail from ground-based vantage points or from boats placed in the waterway, but without the use of reach all or other equipment, and without the use of traffic control or lane closures.

Task 2A – Prepare Bridge Safety Inspection Reports for the City’s 16 NBIS Structures

- A. The CONSULTANT shall perform an investigation of the structures 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 reports shall be created and submitted to the City in a Microsoft Word format. 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 load resisting 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 structure 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.). The cost estimates shall be created and submitted to the City in an Excel spreadsheet format. Proposed estimates for work items shall follow the conventions established in MDOT’s Local Agency Program’s Bridge Cost Estimate Worksheet.
 4. Provide a weighting system which classifies restoration needs according to each structure's age, condition, function, uniqueness, or degree of external constraint.
 5. Provide sketches, if necessary, to define all observable damage, deterioration, and defects. Digital color photographs shall be taken to document all such defects, the overall condition of the structure, 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. Prepare updated load rating calculations for East Medical Center Drive over the Wolverine Line/Amtrak Railroad and for E. Huron River Drive over Pittsfield/Ann Arbor Drain. CONSULTANT shall prepare a computer model and calculate the controlling Rating Factors. The Load Rating Assumption and Summary forms for all structures shall be completed in MiBridge.
 7. Review the structural analysis and/or load rating for each structure, using the AASHTO Load Factor Rating (LFR) or Load and Resistance Factor Rating (LRFR) method (as appropriate) 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.

8. Provide copies of the updated MDOT SIA and BSIR forms, sealed by the MPE in charge of the inspection.
 9. Measure the bridge deck joint widths for each bridge (as applicable).
- B. Prior to submitting the final Bridge Inspection Report for each bridge, the CONSULTANT shall submit a copy of the “preliminary” reports for the City’s review in accordance with the schedule in Section IV, Attachment “B”. After review by the City, a meeting will be held to discuss incorporation of warranted comments into the final inspection reports.
- C. Attend a final review meeting with the City to discuss, in further detail, the final bridge inspection reports and the project in general.

Task 2B – Prepare Bridge Safety Inspection Reports for Ten (10) City-Owned Park Structures

- A. The CONSULTANT shall perform an investigation of the structures 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 reports shall be created and submitted to the City in a Microsoft Word format. 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 load resisting 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. The CONSULTANT shall contact the fabricator of the bridges, if applicable, to obtain drawings and other available information that will be used to determine original structure information, design information and load carrying capacities.
 3. List all repair and maintenance needs for each structure either by structural member or component.
 4. 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. Include specific timelines for when repairs or replacements are needed, as well as specifying how long the repair or replacement is estimated to last until future improvements are needed. 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.). The cost estimates shall be created and submitted to the City in an Excel spreadsheet format. Proposed estimates for work items shall follow the conventions established in MDOT’s Local Agency Program’s Bridge Cost Estimate Worksheet or other appropriate cost estimating methods.

5. Provide a weighting system which classifies restoration needs according to each structure's age, condition, function, uniqueness, or degree of external constraint.
 6. Provide sketches, if necessary, to define all observable damage, deterioration, and defects. Digital color photographs shall be taken to document all such defects, the overall condition of each structure, 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.
 7. Review pervious structural analyses and/or load rating calculations (if any exist) for each structure. Recommendations for the posting of weight restrictions, if required, and any emergency repairs, shall be included.
- B. Prior to submitting the final Bridge Inspection Report for each bridge, the CONSULTANT shall submit a copy of the “preliminary” reports for the City’s review in accordance with the schedule in Section IV, Attachment “B”. After review by the City, a meeting will be held to discuss incorporation of warranted comments into the final inspection reports.
- C. 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 COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(see following pages for detailed breakdown of planned hours to be expended and estimated costs therefor)

**SUMMARY OF STAFF HOUR DISTRIBUTION
FIGURE 1**

TITLE: 2020 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

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:							
Mark T. Lessens, P.E.	Project Manager	21	0	0	12	1	34
Mark T. Lessens, P.E.	Qualified Team Leader	15	45	12	48	3	123
Kyle J. Slavik, P.E.	Bridge Inspector	13	45	28	14	0	100
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	0	0	54	14	1	69
David Fildey	Designer	0	0	0	12	0	12
Pedro Trana, P.E.	QC Inspector	0	0	0	0	24	24
SERVICES BY OTHERS:							
40' Reach All Equipment							
Traffic Control							
Railroad Flagging and Inspection							
TOTAL		49	90	94	100	29	362
NOTE: ALL TIMES SHALL BE GIVEN IN PERSON-HOURS							

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2020 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 1A TASK DESCRIPTION: Planning the Inspections

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	21	\$59.87	\$1,257.35	\$1,984.36	\$3,241.71
Mark T. Lessens, P.E.	Qualified Team Leader	15	\$59.87	\$898.11	\$1,417.40	\$2,315.51
Kyle J. Slavik, P.E.	Bridge Inspector	13	\$33.46	\$434.93	\$686.40	\$1,121.33
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	0	\$46.67	\$0.00	\$0.00	\$0.00
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		49		\$2,590.39	\$4,088.16	\$6,678.55
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$734.64
TOTAL						\$7,413.19

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2020 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 1B TASK DESCRIPTION: Field Inspections

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	0	\$59.87	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	45	\$59.87	\$2,694.33	\$4,252.19	\$6,946.52
Kyle J. Slavik, P.E.	Bridge Inspector	45	\$33.46	\$1,505.52	\$2,376.01	\$3,881.53
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	0	\$46.67	\$0.00	\$0.00	\$0.00
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		90		\$4,199.85	\$6,628.20	\$10,828.05
SUPPLIES & MATERIALS:						
TRANSPORTATION:						\$500.00
PER DIEM:						\$200.00
OTHER DIRECT COSTS:						
Stream Cross Sections (DLZ)						\$10,350.00
UT of Pins (DLZ)						\$3,656.50
Traffic Control	Give'Em A Brake Safety					\$9,635.00
Railroad Permitting						\$1,750.00
PROFIT (11%)						\$1,191.09
TOTAL						\$38,110.64

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2020 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 2A TASK DESCRIPTION: Load Ratings

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	0	\$59.87	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	12	\$59.87	\$718.49	\$1,133.92	\$1,852.41
Kyle J. Slavik, P.E.	Bridge Inspector	28	\$33.46	\$936.77	\$1,478.41	\$2,415.18
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	54	\$46.67	\$2,519.91	\$3,976.92	\$6,496.83
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		94		\$4,175.17	\$6,589.25	\$10,764.41
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$1,184.09
TOTAL						\$11,948.50

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2020 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 2B TASK DESCRIPTION: Bridge Inspection Reports

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	12	\$59.87	\$718.49	\$1,133.92	\$1,852.41
Mark T. Lessens, P.E.	Qualified Team Leader	48	\$59.87	\$2,873.95	\$4,535.67	\$7,409.62
Kyle J. Slavik, P.E.	Bridge Inspector	14	\$33.46	\$468.38	\$739.20	\$1,207.59
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	14	\$46.67	\$653.31	\$1,031.05	\$1,684.36
David Fildey	Designer	12	\$33.81	\$405.76	\$640.36	\$1,046.12
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		100		\$5,119.89	\$8,080.21	\$13,200.10
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$1,452.01
TOTAL						\$14,652.11

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2020 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 3 TASK DESCRIPTION: Quality Control Inspection

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	1	\$59.87	\$59.87	\$94.49	\$154.37
Mark T. Lessens, P.E.	Qualified Team Leader	3	\$59.87	\$179.62	\$283.48	\$463.10
Kyle J. Slavik, P.E.	Bridge Inspector	0	\$33.46	\$0.00	\$0.00	\$0.00
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	1	\$46.67	\$46.67	\$73.65	\$120.31
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	24	\$48.76	\$1,170.14	\$1,846.72	\$3,016.87
SUBTOTAL =		29		\$1,456.31	\$2,298.34	\$3,754.65
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$413.01
TOTAL						\$4,167.66

**SUMMARY OF COSTS
FIGURE 3**

TITLE: 2020 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	MATERIALS	TRANSPORTATION - PER DIEM	OTHER COSTS	PROFIT	TOTAL
1A	Planning the Inspections	\$2,590.39	\$4,088.16	\$0.00	\$0.00	\$0.00	\$734.64	\$7,413.19
1B	Field Inspections	\$4,199.85	\$6,628.20	\$0.00	\$700.00	\$25,391.50	\$1,191.09	\$38,110.64
2A	Load Ratings	\$4,175.17	\$6,589.25	\$0.00	\$0.00	\$0.00	\$1,184.09	\$11,948.50
2B	Bridge Inspection Reports	\$5,119.89	\$8,080.21	\$0.00	\$0.00	\$0.00	\$1,452.01	\$14,652.11
3	Quality Control Inspections	\$1,456.31	\$2,298.34	\$0.00	\$0.00	\$0.00	\$413.01	\$4,167.66
TOTAL	TASKS 1 - 3 NOT TO EXCEED COSTS	\$17,541.60	\$27,684.16	\$0.00	\$700.00	\$25,391.50	\$4,974.84	\$76,292.10
CONSULTANT SHALL SUMMARIZE ALL APPLICABLE COSTS IN DIFFERENT TASKS INTO THE ABOVE FIGURE								

**SUMMARY OF STAFF HOUR DISTRIBUTION
FIGURE 1**

TITLE: 2021 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

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:							
Mark T. Lessens, P.E.	Project Manager	22	0	0	13	1	36
Mark T. Lessens, P.E.	Qualified Team Leader	16	40	18	58	3	135
Kyle J. Slavik, P.E.	Bridge Inspector	18	40	18	27	0	103
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	0	0	27	9	1	37
David Fildey	Designer	0	0	0	18	0	18
Pedro Trana, P.E.	QC Inspector	0	0	0	0	24	24
SERVICES BY OTHERS:							
40' Reach All Equipment							
Traffic Control							
Railroad Flagging							
TOTAL		56	80	63	125	29	353
NOTE: ALL TIMES SHALL BE GIVEN IN PERSON-HOURS							

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2021 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 1A TASK DESCRIPTION: Planning the Inspections

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	22	\$59.87	\$1,317.23	\$2,078.85	\$3,396.08
Mark T. Lessens, P.E.	Qualified Team Leader	16	\$59.87	\$957.98	\$1,511.89	\$2,469.87
Kyle J. Slavik, P.E.	Bridge Inspector	18	\$33.46	\$602.21	\$950.40	\$1,552.61
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	0	\$46.67	\$0.00	\$0.00	\$0.00
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		56		\$2,877.42	\$4,541.14	\$7,418.56
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$816.04
TOTAL						\$8,234.61

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2021 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 1B

TASK DESCRIPTION: Field Inspections

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	0	\$59.87	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	40	\$59.87	\$2,394.96	\$3,779.73	\$6,174.69
Kyle J. Slavik, P.E.	Bridge Inspector	40	\$33.46	\$1,338.24	\$2,112.01	\$3,450.25
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	0	\$46.67	\$0.00	\$0.00	\$0.00
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		80		\$3,733.20	\$5,891.74	\$9,624.94
SUPPLIES & MATERIALS:						
TRANSPORTATION:						\$500.00
PER DIEM:						\$200.00
OTHER DIRECT COSTS:						
Stream Cross Sections (DLZ)						\$2,850.00
UT of Pins (DLZ)						\$3,352.50
Give'Em A Brake Safety	Traffic Control					\$8,650.00
Railroad Permitting						\$1,750.00
PROFIT (11%)						\$1,058.74
TOTAL						\$27,986.18

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2021 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 2A TASK DESCRIPTION: Load Ratings

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	0	\$59.87	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	18	\$59.87	\$1,077.73	\$1,700.88	\$2,778.61
Kyle J. Slavik, P.E.	Bridge Inspector	18	\$33.46	\$602.21	\$950.40	\$1,552.61
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	27	\$46.67	\$1,259.96	\$1,988.46	\$3,248.42
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		63		\$2,939.90	\$4,639.74	\$7,579.64
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$833.76
TOTAL						\$8,413.40

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2021 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 2B TASK DESCRIPTION: Bridge Inspection Reports

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	13	\$59.87	\$778.36	\$1,228.41	\$2,006.77
Mark T. Lessens, P.E.	Qualified Team Leader	58	\$59.87	\$3,472.69	\$5,480.60	\$8,953.29
Kyle J. Slavik, P.E.	Bridge Inspector	27	\$33.46	\$903.31	\$1,425.61	\$2,328.92
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	9	\$46.67	\$419.99	\$662.82	\$1,082.81
David Fildey	Designer	18	\$33.81	\$608.63	\$960.55	\$1,569.18
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		125		\$6,182.99	\$9,757.99	\$15,940.97
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$1,753.51
TOTAL						\$17,694.48

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2021 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 3 TASK DESCRIPTION: Quality Control Inspection

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	1	\$59.87	\$59.87	\$94.49	\$154.37
Mark T. Lessens, P.E.	Qualified Team Leader	3	\$59.87	\$179.62	\$283.48	\$463.10
Kyle J. Slavik, P.E.	Bridge Inspector	0	\$33.46	\$0.00	\$0.00	\$0.00
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	1	\$46.67	\$46.67	\$73.65	\$120.31
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	24	\$48.76	\$1,170.14	\$1,846.72	\$3,016.87
SUBTOTAL =		29		\$1,456.31	\$2,298.34	\$3,754.65
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$413.01
TOTAL						\$4,167.66

**SUMMARY OF COSTS
FIGURE 3**

TITLE: 2021 Bridge Inspection Program

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	MATERIALS	TRANSPORTATION - PER DIEM	OTHER COSTS	PROFIT	TOTAL
1A	Planning the Inspections	\$2,877.42	\$4,541.14	\$0.00	\$0.00	\$0.00	\$816.04	\$8,234.61
1B	Field Inspections	\$3,733.20	\$5,891.74	\$0.00	\$700.00	\$16,602.50	\$1,058.74	\$27,986.18
2A	Load Ratings	\$2,939.90	\$4,639.74	\$0.00	\$0.00	\$0.00	\$833.76	\$8,413.40
2B	Bridge Inspection Report	\$6,182.99	\$9,757.99	\$0.00	\$0.00	\$0.00	\$1,753.51	\$17,694.48
3	Quality Control Inspections	\$1,456.31	\$2,298.34	\$0.00	\$0.00	\$0.00	\$413.01	\$4,167.66
TOTAL	TASKS 1 - 3 NOT TO EXCEED COSTS	\$17,189.81	\$27,128.95	\$0.00	\$700.00	\$16,602.50	\$4,875.06	\$66,496.33
CONSULTANT SHALL SUMMARIZE ALL APPLICABLE COSTS IN DIFFERENT TASKS INTO THE ABOVE FIGURE								

**SUMMARY OF STAFF HOUR DISTRIBUTION
FIGURE 1**

TITLE: 2020 Park Bridge Inspections

FIRM: DLZ Michigan, Inc.
Name of Company

LEVEL OF EFFORT AND TASK BREAKDOWN						
Names of Principal Staff Members	Role In Study	Task 1A	Task 1B	Task 2A	Task 2B	TOTAL
SERVICES BY CONSULTANT:						
Mark T. Lessens, P.E.	Project Manager	11	0	0	0	11
Mark T. Lessens, P.E.	Qualified Team Leader	5	22	5	40	72
Kyle J. Slavik, P.E.	Bridge Inspector	10	22	20	16	68
Carrie L. Hamel, P.E.	Bridge/Load Rating Engineer	5	0	48	8	61
David Fildey	Designer	0	0	0	8	8
Pedro Trana, P.E.	QM/QC Engineer	0	0	0	8	8
SERVICES BY OTHERS:						
	TOTAL	31	44	73	80	228
NOTE: ALL TIMES SHALL BE GIVEN IN PERSON-HOURS						

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2020 Park Bridge Inspections

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 1A TASK DESCRIPTION: Planning the Inspections

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	11	\$59.87	\$658.61	\$1,039.42	\$1,698.04
Mark T. Lessens, P.E.	Qualified Team Leader	5	\$59.87	\$299.37	\$472.47	\$771.84
Kyle J. Slavik, P.E.	Bridge Inspector	10	\$33.46	\$334.56	\$528.00	\$862.56
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	5	\$46.67	\$233.33	\$368.23	\$601.56
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		31		\$1,525.87	\$2,408.13	\$3,934.00
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$432.74
TOTAL						\$4,366.73

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2020 Park Bridge Inspections

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 1B TASK DESCRIPTION: Field Inspections

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	0	\$59.87	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	22	\$59.87	\$1,317.23	\$2,078.85	\$3,396.08
Kyle J. Slavik, P.E.	Bridge Inspector	22	\$33.46	\$736.03	\$1,161.61	\$1,897.64
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	0	\$46.67	\$0.00	\$0.00	\$0.00
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		44		\$2,053.26	\$3,240.45	\$5,293.71
SUPPLIES & MATERIALS:						
TRANSPORTATION:						\$100.00
PER DIEM:						\$100.00
OTHER DIRECT COSTS:						
PROFIT (11%)						\$582.31
TOTAL						\$6,076.02

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2020 Park Bridge Inspections

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 2A TASK DESCRIPTION: Capacity Calcs/Load Ratings

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	0	\$59.87	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	5	\$59.87	\$299.37	\$472.47	\$771.84
Kyle J. Slavik, P.E.	Bridge Inspector	20	\$33.46	\$669.12	\$1,056.01	\$1,725.13
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	48	\$46.67	\$2,239.92	\$3,535.04	\$5,774.96
David Fildey	Designer	0	\$33.81	\$0.00	\$0.00	\$0.00
Pedro Trana, P.E.	QC Inspector	0	\$48.76	\$0.00	\$0.00	\$0.00
SUBTOTAL =		73		\$3,208.41	\$5,063.51	\$8,271.92
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$909.91
TOTAL						\$9,181.83

**COST PER TASK BREAKDOWN
FIGURE 2 A**

TITLE: 2020 Park Bridge Inspections

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK # 2B TASK DESCRIPTION: Bridge Inspection Report

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN STUDY	TOTAL HOURS	HOURLY RATE	DIRECT LABOR	OVERHEAD 157.82%	TOTAL
Mark T. Lessens, P.E.	Project Manager	0	\$59.87	\$0.00	\$0.00	\$0.00
Mark T. Lessens, P.E.	Qualified Team Leader	40	\$59.87	\$2,394.96	\$3,779.73	\$6,174.69
Kyle J. Slavik, P.E.	Bridge Inspector	16	\$33.46	\$535.30	\$844.80	\$1,380.10
Carrie L. Hamel, P.E.	Load Rating/QM/QC Engineer	8	\$46.67	\$373.32	\$589.17	\$962.49
David Fildey	Designer	8	\$33.81	\$270.50	\$426.91	\$697.41
Pedro Trana, P.E.	QC Inspector	8	\$48.76	\$390.05	\$615.57	\$1,005.62
SUBTOTAL =		80		\$3,964.13	\$6,256.19	\$10,220.31
SUPPLIES & MATERIALS:						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
PROFIT (11%)						\$1,124.23
TOTAL						\$11,344.55

**SUMMARY OF COSTS
FIGURE 3**

TITLE: 2020 Park Bridge Inspections

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	MATERIALS	TRANSPORTATION - PER DIEM	OTHER COSTS	PROFIT	TOTAL
1A	Planning the Inspections	\$1,525.87	\$2,408.13	\$0.00	\$0.00	\$0.00	\$432.74	\$4,366.73
1B	Field Inspections	\$2,053.26	\$3,240.45	\$0.00	\$200.00	\$0.00	\$582.31	\$6,076.02
2A	Capacity Calcs/Load Ratings	\$3,208.41	\$5,063.51	\$0.00	\$0.00	\$0.00	\$909.91	\$9,181.83
2B	Bridge Inspection Report	\$3,964.13	\$6,256.19	\$0.00	\$0.00	\$0.00	\$1,124.23	\$11,344.55
TOTAL	TASKS 1 - 2 <u>NOT TO EXCEED COSTS</u>	\$10,751.67	\$16,968.28	\$0.00	\$200.00	\$0.00	\$3,049.19	\$30,969.14
CONSULTANT SHALL SUMMARIZE ALL APPLICABLE COSTS IN DIFFERENT TASKS INTO THE ABOVE FIGURE								

**SUMMARY OF COSTS
FIGURE 3**

Title: All Tasks - 2020-21 Bridge Safety Inspections and 2020 Park Bridge Inspections

FIRM: DLZ Michigan, Inc.
Name of Company

April 29, 2020

TASK NO.	TASK DESCRIPTION	LABOR	OVERHEAD	MATERIALS	TRANSPORTATION - PER DIEM	OTHER COSTS	PROFIT	TOTAL
2020 Bridge Safety Inspections								
1A	Planning the Inspections	\$2,590.39	\$4,088.16	\$0.00	\$0.00	\$0.00	\$734.64	\$7,413.19
1B	Field Inspections	\$4,199.85	\$6,628.20	\$0.00	\$700.00	\$25,391.50	\$1,191.09	\$38,110.64
2A	Load Ratings	\$4,175.17	\$6,589.25	\$0.00	\$0.00	\$0.00	\$1,184.09	\$11,948.50
2B	Bridge Inspection Report	\$5,119.89	\$8,080.21	\$0.00	\$0.00	\$0.00	\$1,452.01	\$14,652.11
3	Quality Control Inspections	\$1,456.31	\$2,298.34	\$0.00	\$0.00	\$0.00	\$413.01	\$4,167.66
TOTAL	TASKS 1 - 3 <u>NOT TO EXCEED COSTS</u>	\$17,541.60	\$27,684.16	\$0.00	\$700.00	\$25,391.50	\$4,974.83	\$76,292.10
2021 Bridge Safety Inspections								
1A	Planning the Inspections	\$2,877.42	\$4,541.14	\$0.00	\$0.00	\$0.00	\$816.04	\$8,234.61
1B	Field Inspections	\$3,733.20	\$5,891.74	\$0.00	\$700.00	\$16,602.50	\$1,058.74	\$27,986.18
2A	Load Ratings	\$2,939.90	\$4,639.74	\$0.00	\$0.00	\$0.00	\$833.76	\$8,413.40
2B	Bridge Inspection Report	\$6,182.99	\$9,757.99	\$0.00	\$0.00	\$0.00	\$1,753.51	\$17,694.48
3	Quality Control Inspections	\$1,456.31	\$2,298.34	\$0.00	\$0.00	\$0.00	\$413.01	\$4,167.66
TOTAL	TASKS 1 - 3 <u>NOT TO EXCEED COSTS</u>	\$17,189.81	\$27,128.95	\$0.00	\$700.00	\$16,602.50	\$4,875.06	\$66,496.33
2020 Park Bridge Inspections								
1A	Planning the Inspections	\$1,525.87	\$2,408.13	\$0.00	\$0.00	\$0.00	\$432.74	\$4,366.73
1B	Field Inspections	\$2,053.26	\$3,240.45	\$0.00	\$200.00	\$0.00	\$582.31	\$6,076.02
2A	Capacity Calcs/Load Ratings	\$3,208.41	\$5,063.51	\$0.00	\$0.00	\$0.00	\$909.91	\$9,181.83
2B	Bridge Inspection Report	\$3,964.13	\$6,256.19	\$0.00	\$0.00	\$0.00	\$1,124.23	\$11,344.55
TOTAL	TASKS 1 - 2 <u>NOT TO EXCEED COSTS</u>	\$10,751.67	\$16,968.28	\$0.00	\$200.00	\$0.00	\$3,049.19	\$30,969.14
TOTAL COSTS - ALL TASKS								
ALL	<u>NOT TO EXCEED COSTS</u>	\$45,483.08	\$71,781.39	\$0.00	\$1,600.00	\$41,994.00	\$12,899.09	\$173,757.57



DERIVATION OF COST PROPOSAL

COST ESTIMATION FOR DESIGN SERVICES

PROJECT NUMBER:	PROJECT DESCRIPTION: 2020/2021 Bridge Inspection Program
PRIME CONSULTANT: DLZ	CLIENT: CITY OF ANN ARBOR

DIRECT LABOR:

Classification	Person Hours	x	Hourly Rate	=	Labor Cost
Project Manager (Mark T. Lessens, P.E.)	70		\$59.87		\$ 4,191.18
Qualified Team Leader (Mark T. Lessens, P.E.)	258		\$59.87		\$ 15,447.49
Bridge Inspector (Kyle J. Slavik, P.E.)	203		\$33.46		\$ 6,791.57
QM/QC/Load Rating Engineer (Carrie L. Hamel, P.E.)	106		\$46.67		\$ 4,946.49
CADD Technician (David Fildey)	30		\$33.81		\$ 1,014.39
QC Inspection (Pedro Trana, P.E.)	48		\$48.76		\$ 2,340.29
	Total Hours		715		Subtotal
					\$ 34,731.41

Total Labor \$ 34,731.41

OVERHEAD:

	\$34,731.41	x	157.82%	=	Total Overhead	\$ 54,813.11
					Subtotal	\$ 89,544.53

DIRECT EXPENSES:

RR Insurance - Norfolk Southern/Amtrak (NS/Amtrak)	\$ 250.00
RR Permit Development	\$ 1,050.00
RR Flagging - NS/Amtrak	\$ 1,200.00
RR ROE Permit - NS/Amtrak	\$ 1,000.00
Ultrasonic Testing of Pins (1 structure each year, 2020 and 2021)	\$ 7,009.00
Stream Cross Sections (2020 and 2021)	\$ 13,200.00
Transportation	\$ 1,000.00
Per Diem	\$ 400.00
Traffic Control (Give'Em A Brake Safety) (2020 and 2021)	\$ 18,285.00

Total Direct Expenses \$ 43,394.00

FIXED FEE:

	\$89,544.53	x	11.0%	=	Total Fixed Fee	\$ 9,849.90
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TOTAL NOT-TO-EXCEED COST \$ 142,788.43



DERIVATION OF COST PROPOSAL

COST ESTIMATION FOR DESIGN SERVICES

PROJECT NUMBER:	PROJECT DESCRIPTION: <b style="text-align: center;">2020 Park Bridge Inspections
PRIME CONSULTANT: <b style="text-align: center;">DLZ	CLIENT: <b style="text-align: center;">CITY OF ANN ARBOR

DIRECT LABOR:

Classification	Person Hours	x	Hourly Rate	=	Labor Cost
Project Manager (Mark T. Lessens, P.E.)	11		\$59.87		\$ 658.61
Qualified Team Leader (Mark T. Lessens, P.E.)	72		\$59.87		\$ 4,310.93
Bridge Inspector (Kyle J. Slavik, P.E.)	68		\$33.46		\$ 2,275.01
Bridge/Load Rating Engineer (Carrie L. Hamel, P.E.)	61		\$46.67		\$ 2,846.57
CADD Technician (David Fildey)	8		\$33.81		\$ 270.50
QM/QC Engineer (Pedro Trana, P.E.)	8		\$48.76		\$ 390.05
	Total Hours		228		
				Subtotal	\$ 10,751.67

Total Labor \$ 10,751.67

OVERHEAD:

	\$10,751.67	x	157.82%	=	Total Overhead	\$ 16,968.28
					Subtotal	\$ 27,719.95

DIRECT EXPENSES:

Transportation	\$ 100.00
Per Diem	\$ 100.00

Total Direct Expenses \$ 200.00

FIXED FEE:

	\$27,719.95	x	11.0%	=	Total Fixed Fee	\$ 3,049.19
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TOTAL NOT-TO-EXCEED COST \$ 30,969.14

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

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

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

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

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

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

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

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.