

R-17-397

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
WADE TRIM ASSOCIATES, INC.
AND THE CITY OF ANN ARBOR
FOR PROJECT MANAGEMENT AND CIVIL ENGINEERING SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Wade Trim Associates, Inc. ("Contractor") a Michigan Corporation with its address at 25251 Northline Road, Taylor, MI 48180 agree as follows on this 1st day of December, 2017

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

I. DEFINITIONS

Administering Service Area/Unit means Engineering Unit.

Contract Administrator means Nicholas S. 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 and delivered to City by Contractor under this Agreement.

Project means Project Management & Civil Engineering Services, RFP No. 17-19.

Work Statement means a request for specific services or deliverables by the City, a proposal of Consultant, or another written instrument that meets the following requirements:

1. Includes substantially the following statement: "This is a Work Statement under Consultant Services Agreement Dated"
2. Is signed on behalf of both parties by their authorized representatives. The required signatures for the City are: (a) City Administrator; (b) Administrator of the Administering Service Area/Unit approved as to substance; and (c) City Attorney approved as to form and content.
3. Contains the following three mandatory items:
 - a. Description and/or specifications of the services to be performed and the Deliverables to be delivered to City
 - b. The amount of payment
 - c. The time schedule for performance and for delivery of the Deliverables

In addition, when applicable, the Work Statement may include such other terms and conditions as may be mutually agreeable between parties.

II. DURATION

This Agreement shall become effective on December 1, 2017, and shall remain in effect for a period of up to five years, unless terminated as provided for in Article XI.

III. SERVICES

- A. The Contractor agrees to provide professional project management and civil engineering services ("Services") in connection with the Project as described in Exhibit A. Specific projects within the scope may be described from time to time by the City for performance within a Work Statement. Upon acceptance of the Work by Contractor, the Work Statement shall become part of this Agreement and shall be performed in accordance with its described scope. The City retains the right to make changes to the quantities of service within the general scope of the agreement or within a Work Statement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement. The Contractor understands that there is no guarantee or implied promise of any nature that any Work Statements at all will be issued and that the City is under no obligation to issue or consent to any Work Statements.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the unit prices restated in Exhibit B. The total fee to be paid to the Contractor shall be an undetermined amount, as it will be based on the number and size of projects assigned to the Contractor. 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. The Contractor shall be allowed to increase their unit rates annually to account for cost of living. This shall be done annually on the date of this agreement, by a percentage based on the Consumer Price Index for All Urban Consumers, City of Detroit (see <https://www.bls.gov/cpi/>).
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section 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) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. 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 satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor 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, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

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

XIII. NOTICE

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

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

Wade Trim Associates, Inc.
Mr. Shawn Keough, Senior Vice President
25251 Northline Road
Taylor, MI 48180

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

City of Ann Arbor
Mr. Nicholas Hutchinson, P.E.
City of Ann Arbor
Engineering Unit
301 E. Huron St.
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

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

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.


XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

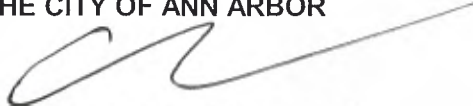
This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations,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

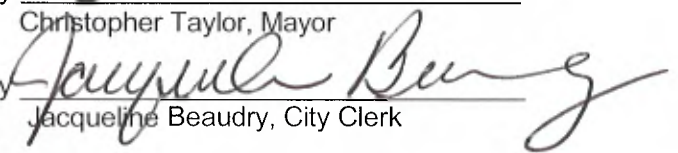
FOR CONTRACTOR

By 
Shawn Keough

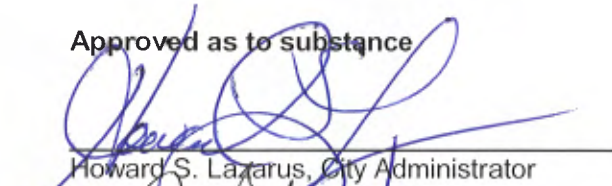
Its Senior Vice President

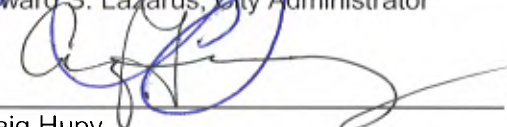
FOR THE CITY OF ANN ARBOR

By 
Christopher Taylor, Mayor

By 
Jacqueline Beaudry, City Clerk

Approved as to substance


Howard S. Lazarus, City Administrator


Craig Hupy,
Public Services Area Administrator

Approved as to form and content

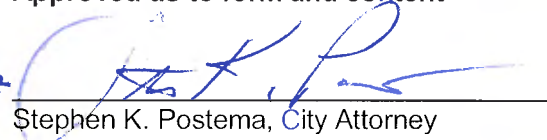
MAR 
Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

A. OBJECTIVE

It is anticipated that the selected firm would be assigned one to three projects each year to manage and execute. These projects could include any of the types of municipal projects typically undertaken by the City of Ann Arbor Engineering Unit, such as road resurfacing or reconstruction, bridge rehabilitation, water main installation or replacements, sanitary and storm sewer installation, green infrastructure projects, sidewalk projects, sewer lining, guardrail, and other projects as necessary. Projects assigned could be locally bid projects, as well as federally funded Local Agency projects bid through MDOT.

The selected firm and their project manager will have full responsibility for preparing all documents necessary for the implementation of the project, including but not limited to memorandums, communications, reports, resolutions to City Council, public announcements and notices, web content, and contract documents.

The selected firm's project manager will be given remote access to the City's computer network and the necessary software to integrate into the City's system. While the project manager is not expected to be physically located at City Hall full time, it is expected that they will be available on a regular basis as necessary. The City will endeavor to provide an occasional workspace at City Hall for the project manager should it be needed, however it is expected that the majority of their work will be conducted remotely. The project manager may be expected to be available to attend Engineering Unit staff meetings, City Council meetings, and other City meetings as necessary.

The selected firm and their project manager will report directly to the City Engineer. While it is expected that it will take some time to get oriented, the project manager is expected to become fully knowledgeable with the City's Standard Specifications, policies and procedures, and organization such that they can effectively execute the projects assigned to them with minimal oversight by the City.

Throughout the duration of the agreement, the selected firm and their project manager will be continually evaluated on their performance. The selected firm may not change the project manager assigned to the City without the written consent of the City.

B. DESCRIPTION OF SERVICES

The full scope of anticipated services is described in detail below. While it is anticipated that the majority of the projects assigned to the selected firm will include the full scope of services described below, it is also possible that the selected firm will be asked to perform only a portion or portions of these services. For example, the firm may be asked to execute the design of the project only, or may be asked to work with City staff to perform certain portions of the work (such as surveying or construction inspection).

Project Management

It is expected that the identified project manager will be the single point of contact between the City and the selected firm. The project manager will have full authority and responsibility to act on the City's behalf in terms of interactions with the public and other project stakeholders.

Duties of the selected firm and their project manager include, but are not limited to:

1. Identifying project stakeholders, both internal to the City and external, and engaging with them throughout the planning, design, and construction phases of the project.
2. Scoping the project during the planning or preliminary design phase.
3. Preparation of applications for grants.
4. Planning, scheduling, and conducting public engagement meetings as necessary for the project.
5. Securing necessary right-of-way, easements, and/or grading permits required for the project.
6. Performing the engineering design (see further detail below).
7. Coordination with other City service areas, local agencies, private utility companies, and members of the public.
8. Preparation of project plans and specifications for bidding, including coordination with the City's Procurement Office; organizing and conducting pre-bid meetings; preparation of addendums to bid documents; and attending bid openings.
9. Preparation and acquisition of any required permits.
10. Surveying (see further detail below).
11. Construction administration (see further detail below).
12. Project closeout, including: post-construction debriefing meetings; contractor evaluations; and file purging and archiving.
13. Any other items required for the successful execution of the project.

Design Engineering

When assigned a project to execute, the selected firm will be expected to be able to provide full engineering services to support the project. While not all of the services listed below may be required for every project, the selected firm must have such capabilities either on staff or through the use of sub-consultants.

1. Preparation of plans and specifications for capital improvement projects of varying complexity. Services may include civil engineering and structural design work, preparation of preliminary plans and cost estimates, necessary fieldwork, identification of alternatives, drafting, design, surveying (see below), and other civil engineering related work as needed.
2. Landscape architecture design and construction support, which may include preparation of plans and specifications, tree inventory and assessment, green infrastructure design, coordination and communication with the public, review of contractor submittals, and inspection of materials and installations.
3. Hydraulic modeling simulations/analyses on the drinking water, sanitary sewer and/or storm sewer collection systems. Innovyze InfoSWMM/InfoWater modeling software shall be used for this task. The City will provide calibrated citywide hydraulic models of the drinking water, sanitary, and stormwater collection systems to the Consultant for this task.
4. Engineering reports and studies on a variety of subjects including, but not limited to, traffic engineering studies, stormwater impact analysis, and pavement condition evaluations.
5. Traffic engineering data collection and analysis.

City personnel use Autodesk AutoCAD and Civil 3D software to prepare project plans. AutoCAD and Civil 3D standards and styles have been developed for use by City of Ann Arbor Staff and consulting engineers working with the City of Ann Arbor. Adherence to the standards and procedures are essential in preserving a homogeneous character in drawings issued by the City of Ann Arbor, and in increasing the efficient use of project time and management. This uniformity allows information to be correctly keyed, added, displayed, and reproduced at any phase in the project. A detailed document of the City's CAD standards can be provided upon request.

Construction Administration

The selected firm is expected to be able to provide construction administration services, which include but are not limited to:

1. Prepare and review bid tabulations;
2. Scheduling and conducting pre-bid, pre-construction, and construction

- progress meetings;
3. Review and approval of shop drawings;
 4. Continuous monitoring of projects and periodic reporting of progress;
 5. Review of inspector's daily reports;
 6. Coordination and supervision of testing services;
 7. Preparation and approval of pay estimates;
 8. Review of contractor claims and make recommendations;
 9. Prepare change orders;
 10. Prepare, review, and approve cut sheets;
 11. Resolution of field conflicts;
 12. Provide Office Technician services for projects bid through MDOT if requested by the City;
 13. Other construction administration related duties as required for the successful completion of the project.

Construction Inspection

The selected firm is expected to be able to provide construction inspection services for any project to which they are assigned. Whether or not the consultant will be providing the inspection services for each project will be decided on a case-by-case basis, depending the availability and workload of existing City inspection staff. If City inspection staff are utilized for the inspection of a project to which the selected firm is assigned, the project manager will need to be able to effectively work with the selected inspector on the execution of the construction phase of the project.

The role of the inspection staff is to assure that each element of the project is constructed in accordance with the plans and specifications approved by the City. Activities associated with this task include verifying that all materials provided and work performed is in conformance with the project plans and specifications. The selected consultant will also be expected to complete thorough and accurate as-built plans for the project.

A complete detailed scope of services for construction inspection services is as follows:

Requirements

1. Ability to work effectively with City staff, both within the Engineering Unit and with other service units.
2. Ability to work effectively with the public and the public agencies.
3. The ability to work with builders, contractors, property owners, and other stakeholders.
4. The selected consultant will demonstrate a working knowledge of the City of Ann Arbor's Public Services Area Standard Specifications.

Tasks

1. Supervision and Inspection –

Engineering supervision and full time inspection services shall be provided on all construction work to which the selected firm is assigned. Sufficient personnel as agreed upon by the City shall be assigned to the construction project to assure that each element of the project is constructed in keeping with the plans and specifications approved by the City. Activities associated with this task will be dedicated to verifying that all materials provided and work performed is in conformance with the project plans and specifications. This includes, but is not limited to:

- a. providing inspection personnel that possess the necessary, current, accreditations consistent with the current edition of the City of Ann Arbor Public Services Department Standard Specifications;
- b. thorough review of the plans and specifications and other project related documents prior to construction start up;
- c. daily communication with the Project Manager;
- d. daily communication with contractor supervision to coordinate inspection activities and to properly inspect, test, measure, and document the work;
- e. daily communication with the contractor, advising of needed corrections to the work;
- f. daily communication with the survey crew(s) to obtain proper interpretation of stakes and coordinate daily staking needs;
- g. daily communication with testing personnel to schedule and properly sample and test the materials and work;
- h. attend the weekly progress/planning meetings;
- i. inspect materials to be used in the work, verifying they meet the project specifications;
- j. complete Inspector's Daily Reports (IDRs) in accordance with City standards;
- k. document material usage and quantities on IDRs using FieldBook/FieldManager;
- l. review/inspect the Contractor's equipment to confirm it meets the project

specifications, and document the specific type and amount of equipment used on the IDR;

- m. inspect the contractor's workmanship to verify that it meets the methods, tolerances, time requirements, temperature requirements etc., of the specifications, and document this on the IDR;
- n. inspect and document that the work is performed and completed to the lines, grades, and elevations required by the project plans and specifications;
- o. document the contractor workforce and weather conditions on the IDR;
- p. document daily contractor activities, including any description and explanation of downtime, damage to the work, any actions taken by others including private utilities, City forces, adjacent property owners, etc. on the IDR;
- q. prepare legible, dimensioned sketches detailing the work being paid that is not clearly shown on the plan.
- r. where possible final measure work as it's done by the contractor, calculate quantities and document this on the IDR or in field books as appropriate;
- s. conduct daily review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area;
- t. conduct periodic nighttime review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area, as needed;
- u. provide certified storm water operators and conduct daily inspection of all soil erosion and sedimentation control devices for proper maintenance and effectiveness as placed;
- v. perform and document NPDES inspections at the required frequencies; suspend any work and/or reject any materials not conforming to the contract requirements;
- w. perform and document wage rate interviews;
- x. document changes, extra work, "revisions to" notes etc. on the plans kept in the office trailer to assist in the preparation of "as built" plans;
- y. develop and maintain the project "punch list";

- z. keep all needed force account documentation, as required.

The Consultant shall furnish its inspectors with equipment and materials as necessary to properly perform their work. This will include, but is not limited to, laptop computers equipped with FieldBook/FieldManager, smart phones, MDOT Standard Specifications for Construction, City of Ann Arbor standard plans and specifications, MDOT standard plans, a Nikon AP-5 Auto Level with tri-pod legs or equivalent, eye level, right angle prism, plumb bob with gammon reel, 25 foot grade pole, 6 foot level, torpedo level, 100 foot cloth tape, 25 foot steel tape, measuring wheel, pick axe, road point shovel, sledge hammer, paint, first-aid kit, and any other hand tools needed to inspect the work.

Once assigned to the project, inspection personnel will not be removed from, or added to, the project without the written authorization of the City.

2. As-Build Construction Plans - the specific tasks associated with the development of the "as-built" plans include:
 - a. obtain "original" (electronic format) contract plans from the City;
 - b. document all plan changes, extra work, "revisions to" notes, etc. as project work progresses;
 - c. collect and confirm all field changes; develop the appropriate "as-constructed" notes;
 - d. develop/draft the "as-built" drawings; review and approve the "as-built" plans.

The "as-built" plans will conform to the City's Standard Specifications and the Public Services Department's AutoCAD drafting standards and will be provided to the City on CD or other approved media. As-build plans shall be provided within one month of completion of the project.

Surveying

In addition to design engineering services, the selected firm is expected to be able to provide the necessary surveying services to support the design and construction of each project to which they are assigned. Surveying services include, but are not limited to:

1. Performing topographical surveying tasks as needed for the preparation of civil engineering construction plans. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans. Topographic surveys shall be in accordance with the requirements outlined in Attachment A.

2. Work with the City Attorney's Office in the preparation of documents for easement or right-of-way acquisition.
3. Perform any construction staking necessary for the accurate construction of the project, including the preparation and review of cut sheets.

Detailed topographic survey requirements are as follows:

Topographic Survey Requirements

A. Data collection:

- i. State Plane Coordinate system and City of Ann Arbor datum is to be used. Datum to be in the City's official vertical datum of NAVD88 and horizontal datum of NAD83 (Michigan State Plane coordinates, international feet).
- ii. All topographic features on a project site will be located. This includes man-made and natural terrain features that the surveyor will come across. Elevation data will be obtained as needed for sufficient project design, quantity computations and drainage studies.
 1. Locate all surface features within and a minimum of 25' beyond the right-of-way along a street.
 2. All public and private utilities located and identified.
 3. Driveways - locate to a minimum of 40 feet beyond right-of-way or sidewalk for grading design.
 4. Intersecting streets - Sidewalks to a sufficient distance beyond first driveway/lead walk; minimum 20 feet. Roadway to 200 feet from intersection.
 5. Curb ramps should have all 4 corners of the "turning space" and 10 adjacent flags of the walk transition located.
 6. Sufficient ground elevations for creation of a digital terrain model (DTM) for one (1) foot contours, including around curb radii and through intersections.
 7. Survey feature lines, 3D break lines, shall be included as part of the final digital submittal.
 8. All ground door locations and elevations are to be included survey and shown pictorially in the base drawing (typical in areas where buildings are at or near ROW).
 9. Retaining walls (top and both sides at bottom) and steps (top and bottom steps, at both ends of each) are to be included.
- iii. Surface and underground drainage information is to be assembled by the surveyor. The surveyor should obtain record plans of any City utilities

crossing the project and report any observed differences, and potential drainage problems.

1. The composition, size, and invert elevation of each pipe at each drainage structure is required for design of improvements in critical areas.
 2. The construction type and condition of each structure and connecting pipe shall be fully described. Connections between manholes and catch basins must be determined.
 3. The location of all structures and drainage pipes, as found, are to be shown on a base map. Prepare separate, hard-copy, 1"=20' scale plots to show measurements of underground storm drain systems and include with the project notes. Show direction of pipe flow.
 4. Include type and size of structure, measured casting elevations, measured invert elevations of sewers, and top of pipe elevation for water main.
 5. Obtain structure and connecting pipe information outside the project limits; locate nearest downstream/upstream structures that tie into project area.
 6. Overhead utility information shall include location and type of utility.
- iv. All ROW lines, easements, adjacent property boundaries, found property corners and monumentation to be located and shown.
1. Copies of all records, measurement data, and calculations used to determine the alignment shall be part of the survey notes.
 2. Right-of-ways and centerlines are shown and dimensioned.
- v. All trees within project limits located:
1. Include trunk diameter at breast height (DBH) and canopy diameter - 6" or greater DBH or a canopy that may impact the project.
- vi. Minimum of 1 on-site bench mark for every 600' of utility shall be shown and described (minimum of 2 per project).
- A. Digital submission. The City of Ann Arbor currently uses AutoCAD Civil 3D 2016 software.
- i. If using Civil 3D, a base template drawing, provided by the City of Ann Arbor, is to be used for importing survey data. Request a copy of the current template file upon award of survey.
 - ii. If not using Civil 3D, imported points and feature lines must be in an AutoCAD 2016 drawing file format. Provide an AutoCAD drawing file containing the points, feature lines used to create 3D break lines, and the final surface. The preferred formats for data collection point files are ".fbk" or ".txt" file (PNEZD comma delimited); point description key to be provided

by City of Ann Arbor.

- iii. Planimetrics to be AutoCAD 2016 or earlier, layering standards to be provided by the City of Ann Arbor. All linework in the base topographic drawing are to be comprised of polylines with an elevation of 0. Text heights for labels are to be Simplex with a paper space height of 0.08”.
- iv. Coordinate with other city service areas, local agencies, etc.

Soil Borings & Construction Testing

The City currently maintains “as-needed” service contracts with several firms to provide geotechnical engineering services and construction inspection services. The City anticipates that the selected firm’s project manager will utilize these existing contracts to provide such services as needed for projects to which they are assigned.

**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 on the following pages states nature and amount of compensation the Contractor may charge the City.



WADE TRIM

Fee Proposal
City of Ann Arbor
Project Management and Civil Engineering Services RFP No. 17-19

We propose to use our standard hourly rate schedule for any work to be awarded under this contract. These rates are effective at contract award and will be held for the first two years of the contract. Subsequent years will be adjusted based on the consumer price index as specified in the RFP. The rates in the attached schedule include overhead and profit and are charged on an hourly basis and include classifications representing a wide range of technical specializations. The individuals listed below are technical experts listed in the proposal who tend to be further along in their careers. These technical experts are supported by a production staff of engineers, technicians and field personnel that are shown on the attached Municipal Services rate schedule.

Senior Professional – Rate \$185

David Anthony, PLA
Robert Breen, PE
Christopher Brinks, PE
John Gibson, PS
James Kovas, PE, PS
Martin Parker, Jr, PE
Imad Salim, PE
Matthew Stacey, PE
Gregory Stanley, PE

Engineer II – Rate = \$100

Mike Bywalec

Engineer III – Rate = \$115

Jill Bosserd
Johnny Leverette, Safety Officer

Professional Engineer I – Rate = \$120

Bridget Bienkowski, PE
Brian Frisk, PE
Thomas Veresh, PE

Professional Engineer II – Rate = \$135

William Fisher, PE
Tiffany Harrison, PE
Vaughn Martin, PE
Felipe Uribe, PE

Professional Engineer III – Rate = \$155

Jeremy Curtis, PE
Aimee Giacherio, PE
Lori Pawlik, PE
Kristen Podnar, PE
Jeremy Schrot, PE
Leon Solowjow, PE

Professional Engineer IV – Rate = \$175

Brad Lund, PE
Oscar Nordstrom, PE
David Nummer, PE
Mark Pribak, PE
Chris Wall, PE, PTP, PTOE

Principal – Rate = \$210

Steven Kalinowski, PE
Shawn Keough, PE

Landscape Architect I – Rate = \$70

Catherine Dennis, ASLA
David Richards, ALSA

CADD Tech III – Rate = \$80

Amanda Spence

CADD Tech V – Rate = \$100

Martin Flanagan
Greg Kendall

Survey Technician V – Rate = \$110

Charles Holt

Survey Technician III – Rate = \$75

James Holt

Construction Tech V – Rate = \$105

Scott Redding
Brian Scherdt
Sean Tharpe

Construction Tech VI – Rate = \$130

Jason Yoscovits

Wade Trim Associates, Inc.
25251 Northline Road
P.O. Box 10
Taylor, MI 48180

734.947.9700
800.482.2864
734.947.9726 fax
www.wadetrim.com

Professional Landscape Architect II – Rate = \$110
Scot Lautzenheiser, PLA

Engineering Specialist II – Rate = \$150
Robert Marker, CCS

Project Specialist II – Rate = \$115
Wendy Sherrill

Professional Planner II – Rate = \$110
Jason Smith, AICP

Professional Planner III – Rate = \$125
Adam Young, AICP

Notes:

1. Inspection time starts when the Project Inspector arrives at the project each day.
2. Mileage will only be charged by Project Inspectors for mileage on the project.

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the 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 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. 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 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.

- 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 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. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.