

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
PARSONS BRINCKERHOFF MICHIGAN, INCORPORATED  
AND THE CITY OF ANN ARBOR  
FOR PROFESSIONAL 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 Parsons Brinckerhoff Michigan, Incorporated ("Contractor") a Michigan Corporation with its address at 6011 W. Saint Joseph Highway, Suite 400, Lansing, Michigan 48917 agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

**I. DEFINITIONS**

Administering Service Area/Unit means the City of Ann Arbor Public Services Area.

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 the Stadium Boulevard Reconstruction Project; City of Ann Arbor File No. 2014-035.

**II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 2016, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**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 contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of 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 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 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 perform 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:

Margaret L. Lauer, P.E., Principal-in-charge  
6011 W. Saint Joseph Highway, Suite 400  
Lansing, Michigan 48917

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

### **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 \_\_\_\_\_  
Margaret L. Lauer, P.E.  
Its Senior Vice-president

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Tom Crawford, Interim City Administrator

\_\_\_\_\_  
Craig A. Hupy, P.E.  
Public Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney



## **EXHIBIT “A” SCOPE OF WORK**

The following services shall be provided by the Consultant in conjunction with the delivery of the Stadium Boulevard Reconstruction Project.

The Consultant shall perform all needed project tasks in conformance with the requirements of the City of Ann Arbor, the Federal Highway Administration, and the Michigan Department of Transportation.

**1. Project Management and Resident Engineering:** This task includes all functions and activities necessary to manage and coordinate the project in a capacity as **the City’s agent**.

The functions and activities of this task include those typically associated with a reconstruction project of this nature, including, but not limited to; establish and maintain lines of communication between all involved parties; meet with the City’s Project Manager to review all aspects of the project; review all project documents (plans and proposal) and the applicable City and MDOT standard specifications to insure a full and complete understanding of the scope of work, staging, and schedule; prior to bidding, review the project plans and proposal to identify potential design/detailing issues and make written recommendations to the City relative to these issues; provide oversight and coordination of the Consultant’s “project oversight team” including inspection, survey, material testing, asphalt plant sampling, public relations, and any other personnel whether described herein or not; plan and facilitate regular “oversight team” meetings; respond to inquiries and/or requests for information; resolve issues that arise during construction of the project with the various City Departments, the University of Michigan, police agencies, fire department, emergency response agencies, utility companies, local business interests, other formal and informal community groups, and the general public; coordinate and consult with the City’s Project Manager as needed; attend meetings as requested; review proposals/claims and make recommendations related to contract modifications, extra work, extra compensation, and/or extensions of contract time; maintain proper records on issues involving disputed claims for compensation; inspect the project work for acceptance for traffic and substantial completion of work for interim and final contract completion dates; daily oversight, management, and coordination of all surveying, inspection (on-site/off-site), testing, and project documentation activities; plan and conduct the pre-construction meeting, the weekly progress/planning meetings, and others as necessary (prepare and distribute written minutes); review and approve the Contractor’s Material Source Lists (MSLs); review and accept the Contractor’s Critical Path Network, review the Contractor’s overall performance and progress and make recommendations, as necessary, regarding the Contractor’s conformance with the project’s Progress Clause; review and approve the bi-weekly construction estimate; properly measure, calculate, and document all material quantities; document the project consistent with Federal-aid, MDOT, and City requirements; review and approve shop drawings; maintain records related to shop drawing submittal and approval; review and approve contractor submittals for proposed construction methods; maintain records related to contractor construction methods submittal and approval; verify that the contractor uses equipment and methods approved in or specified by the contract; daily oversight of the contractor’s activities to verify that the project is being constructed in conformance with the project plans, specifications, and schedule; verify that the contractor

complies with all contract requirements related to the protection of utilities, property, and the environment, safety and health, the EEO, DBE, and OJT provisions; verify that the contractor complies with all permit requirements as they pertain to MDOT, MDEQ, City of Ann Arbor, etc.; resolve daily contractor disputes and prepare work orders as necessary.

**2. Office Engineering:** The office engineering and contract administration tasks include those typically associated with a reconstruction project of this nature, including: establish, maintain, and utilize a project documentation filing system using standard MDOT “File Manual” format; initialize and update material source files associated with FieldManager/FieldBook; import, review, and post Inspector’s Daily Reports (IDR) and any associated calculation/drawings; track materials (certification/testing) and material quantities; generate and process the bi-weekly construction estimate; track agency participation and dollar amounts relative to standard, non-standard, and pro-rated pay item participation; create all needed project performance, monitoring, and milestone reporting and monitoring records for submittal to the City, FHWA, and MDOT; monitor certified payrolls in relation to IDRs and other project records; process and maintain records for contract modifications and/or work orders; generate and process the Bi-Weekly Construction Progress Report; monitor project progress vs. the planned critical path method schedule; track and maintain status of miscellaneous submittals and Requests for Information; and, balance final quantities of pay items as the project progresses.

**3. Public / Media Relations:** The public and media relations tasks include: regular communications with various City Areas and/or Units relative to maintenance of traffic and current or planned work activities; daily communication with emergency response agencies relative to existing, planned, or changing maintenance of traffic situations; plan and facilitate a maximum of 6 community workshops to communicate project accomplishments/milestones; develop a maximum of 7 project “newsletters” for City distribution; develop press releases for distribution to local media; develop and distribute “local flyers” to communicate issues of “local” importance/impact (i.e. night work); develop, update, and maintain a project specific website; accumulate a project photo gallery and post photos to website as desired and needed.

**4. Project Surveying & “As-Built” Plans:** These tasks will include all survey layout and staking activities necessary for the Contractor's use in constructing the project as detailed on the plans and in the specifications, and all activities associated with developing “as-built” plans. The specific project surveying tasks include: check and verify horizontal and vertical control; establish permanent witnessed monuments to serve as primary project control; monument proposed right-of-way as required; layout all required detour route signing and sign locations; stake all earthwork items at maximum intervals of 50 feet; stake roadway centerlines at maximum intervals of 50 feet, and at all PVI’s, PC’s, PT’s; layout retaining wall limits and elevations; stake centerline of all proposed water main at maximum intervals of 50 feet and at all tees, horizontal and vertical bends, gate valves, and fire hydrants; stake centerline of all storm sewer at maximum intervals of 50 feet; stake drainage structure centerlines with dual offset stakes; stake other miscellaneous structure locations and grades; establish and stake out curb and gutter locations and grades at 25 foot intervals, or closer, in order to properly establish all needed points along the roadway(s); establish and stake out back and/or top of curb locations and elevations at 25 foot intervals, or closer, in order to properly establish all needed points along the roadway(s) in integral concrete pavement areas; layout concrete pavement jointing; stake/layout

demolition and/or removal limits of all work that is to remain in place; stake any required fence relocations, protective fence installation limits, clearing limits, erosion control device locations, driveway approaches, sidewalks, bike paths, sidewalk ramps, and miscellaneous sign locations; verify formwork of cast-in-place retaining walls and/or construction of retaining walls for verticality and horizontal alignment; develop, check, and distribute cut sheets for all water main, storm sewer, and curb and gutter; and, maintain field notes in bound books and daily logs.

The specific tasks associated with the development of the “as-built” plans include: obtain “original” (electronic format) contract plans from the City; document all plan changes, extra work, “revisions to” notes, etc. as project work progresses; collect and confirm all field changes; develop the appropriate “as-constructed” notes; 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.

All construction staking will be performed in accordance with the current edition of the City of Ann Arbor Public Services Department Standard Specifications and as approved by the City. **The Consultant will provide the necessary resources to stake out the project features more than one time due to the length of the project, weather conditions, obliterating of the staking by the contractor, and other related factors.**

**5. On-Site Inspection:** 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, and they include: providing inspection personnel that possess the necessary, current, accreditations consistent with Federal-aid oversight procedures; thorough review of the plans and specifications and other project related documents prior to construction start up; daily communication with contractor supervision to coordinate inspection activities and to properly inspect, test, measure, and document the work; daily communication with the contractor, advising of needed corrections to the work, i.e. traffic control or soil erosion device maintenance, etc.; daily communication with the survey crew(s) to obtain proper interpretation of stakes and coordinate daily staking needs; daily communication with testing personnel to properly sample and test the materials and work; attend the weekly progress/planning meeting; inspect materials to be used in the work, verifying they meet the project specifications; document material usage and quantities on the IDR using FieldBook; 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; 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; inspect and document that the work is performed and completed to the lines, grades, and elevations required by the project plans and specifications; document the contractor workforce and weather conditions on the IDR; document daily contractor activities, including any description and explanation of downtime, damage to the work, any actions taken by others including utilities, City forces, adjacent property owners, etc. on the IDR; 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; conduct daily review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area; conduct periodic nighttime review/inspection of temporary traffic control devices and the

maintenance of traffic throughout the construction influence area; provide certified storm water operators and conduct daily inspection of all soil erosion and sedimentation control devices for proper maintenance and effectiveness as placed; perform and document NPDES inspections at the required frequencies; suspend any work and/or reject any materials not conforming to the contract requirements; perform and document wage rate interviews; document changes, extra work, "revisions to" notes etc. on the plans to assist in the preparation of "as built" plans; develop and maintain the project "punch list"; 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, cell phones with texting and internet capabilities, proposal, plans, 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, 1 torpedo level, 1-100 foot cloth tape, 1-25 foot steel tape, measuring wheel, pick axe, road point shovel, 8# 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's Project Manager.

**6. Materials Testing & Fabrication Inspection:** National Highway System Federal-aid oversight procedures will be in place for this project. Consequently, all testing will be performed in conformance with current FHWA, MDOT, and City standards, methods, and requirements. The work of this project is on an expedited schedule and as such the material testing consultant shall be expected to perform all required testing such that the project schedule is not negatively impacted by the material testing operations. **This shall be deemed to include any and all required costs associated with expedited testing to obtain test results to meet the project requirements. In addition to the aforementioned requirement, asphalt testing results and the required written reports shall be returned to the Resident Engineer and the City no later than 4 business days of the original paving. For the purposes of this project, Saturday's are considered business days.**

The testing and inspection activities associated with these tasks include: proctor and sieve analyses; in-place density control; concrete testing including, compressive and flexural strength tests (cylinders and beams), air, temperature and slump tests; bituminous materials testing including, in-place density, extractions, crush count verification, asphaltic cement content; volumetric testing including, air voids, voids in mineral aggregate, voids filled with asphalt, theoretical maximum density, fines to binder ratio, and performance grade binder verification.

**7. Technical Support:** The technical support activities associated with this task include: review and approve shop drawing submittals; review existing contract documents and make recommendations relative to specification and/or design changes or modifications prior to bidding; provide design engineering, specification and design drawing development when approved changes or modifications are not considered "Construction Design Services"; review and make recommendations relative to methods of construction submittals by the contractor;

provide technical support in resolving disputes and issues that arise during construction and documentation of the project.

**8. Project Close-Out:** The project close-out tasks include: Resolve all outstanding disputes and issues relative to extra or additional work, pay item quantities, and materials documentation; preparation for, and attendance at, any and all construction claim meeting(s) at any level of the MDOT dispute resolution process; preparation of any necessary claim packages on behalf of the City; review, analysis of, and recommendations regarding, Contractor-generated claim materials; prepare, review, and balance all final pay item quantities; prepare all final contract modifications; provide complete project documentation and files, specifically as they relate to correspondence, meeting minutes, submittals, contract modifications, work orders, material certifications, test reports, certified payrolls, and interim progress estimates; prepare the contractor's evaluation report; facilitate the MDOT Project Record Review; generate and process the final estimate package; coordinate submittal of project files and "as-built" plans to the City.

The Consultant will obtain MDOT approval of all required files, material certifications, certified payrolls, pay estimates, and the like. The project files will be purged of all duplicate and extraneous materials and organized in a neat and professional manner. An index detailing the location of project materials will be provided.

**9. Construction Design Services:** Design services in the disciplines of road and utility engineering will be provided on an "as needed" basis to incorporate City approved changes or modifications to the original project plans and specifications that require professional design effort and result in the development of new plan drawings, details, or specifications. The hours shown in the Consultant's Proposed Person-hour Schedule for the Stadium Boulevard Reconstruction Project are an estimate and shall be used to establish a budget for these services. The Consultant will be reimbursed the actual cost for all approved construction design services. The need for any construction design services shall be approved and agreed to by both the City and the Consultant before the work proceeds. All design work will conform to current AASHTO, FHWA, MDOT and City practices, guidelines, policies, and standards. The specific tasks associated with construction design services include: prepare the required plans, cross-sections, and specifications; identify pay items and associated quantities; compute cost estimate; provide internal peer review; facilitate City approval of the design; and, incorporate design into "as-built" plans.

**PRICED PROPOSAL COVER SHEET**

Exhibit "B"

This form replaces a traditional cover letter, and must have a signature by an authorized legal signer. This form is required for all priced proposals, and shall be the very first page(s). This priced proposal is a binding document and no further Consultant signature(s) will be required if an authorization is issued, rather than a contract.

This form shall be completed by each consultant that has a derivation of cost sheet as part of this priced proposal. Traditional cover letters are not required, but may be added after this Priced Proposal Cover Sheet(s).

**PROJECT INFORMATION**

<b>MDOT CONTROL SECTION(S) – JOB NUMBER(S):</b>  <b>CS - JN</b>	<b>CONTRACT / AUTHORIZATION NUMBER:</b>  
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**PROJECT DESCRIPTION:**  
  
**City of Ann Arbor - Stadium Boulevard Reconstruction**

**BASIS FOR REIMBURSEMENT AND METHOD OF PAYMENT** as specified in the MDOT Scope of Services (*Actual Cost, Actual Cost Plus Fixed Fee, Loaded Hourly Rate, Unit Price, Lump Sum, and Milestones*) When applicable, list ALL Consultant(s) performing work on this project and the basis for reimbursement and method of payment for each.) **Example: Actual Cost Plus Fixed Fee: (Each firm init.)**

**Actual Cost Plus Fixed Fee (ACFF)** **PBM (Field) PBM (GSO) SSI SOMAT NCI**

**PREQUALIFICATION CLASSIFICATION(S)** (When applicable, list ALL Consultant(s) performing work on this project and all classification(s) in which they will be working. Use current MDOT classification names.) **Example: Design: Roadway: (Each firm init.)**

**PRIME CONSULTANT INFORMATION**

<b>LEGAL BUSINESS NAME:</b>  <b>Parsons Brinckerhoff Michigan, Inc. (Field)</b>	<b>FEDERAL ID NUMBER: (Must match prequalification)</b>  <b>132963517</b>	<b>ROLE: (Prime, Tier 1, Tier 2)</b>  <b>Prime Firm</b>	
<b>COMPANY ADDRESS:</b>  <b>6011 W. St. Joseph, Ste 400</b>	<b>CITY:</b>  <b>Lansing</b>	<b>STATE:</b>  <b>MI</b>	<b>ZIP CODE:</b>  <b>48917</b>
<b>EMAIL (AUTHORIZED CONTRACT SIGNER):</b>  <b>lauer@pbworld.com</b>	<b>PHONE NO.:</b>  <b>517-327-7845</b>	<b>EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):</b>  <b>lauer@Pbworld.com</b>	

**By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.**

<b>AUTHORIZED LEGAL SIGNER: (Printed Name - Title)</b>  <b>Marge Lauer Sr. Vice President</b>	<b>SIGNATURE:</b>  	<b>DATE:</b>  <b>6/7/2016</b>
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# CERTIFICATION OF OVERHEAD COST RATE

This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be **effective January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) or Chief Financial Officer.

### PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):  <p style="text-align: center; color: blue;"><b>CS - JN</b></p>	CONTRACT / AUTHORIZATION NUMBER:  
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PROJECT DESCRIPTION:

City of Ann Arbor - Stadium Boulevard Reconstruction

### DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:	<u>111.96%</u>
DATE OF OVERHEAD COST RATE DETERMINATION (mm/dd/yyyy):	<u>7/1/2015</u>
FISCAL PERIOD COVERED: (mm/dd/yyyy to mm/dd/yyyy)	<u>1/1/2014</u> to <u>12/31/2014</u>

***I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:***

*1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

***Has the firm been approved to use the SAFE HARBOR INDIRECT COST RATE of 110% with the understanding that the Safe Harbor Rate will be used for the life of the agreement?***

N

***All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed.***

### CONSULTANT INFORMATION

LEGAL BUSINESS NAME: <b>Parsons Brinckerhoff Michigan, Inc. (Field)</b>	FEDERAL ID NUMBER: <i>(Must match prequalification file)</i> <b>132963517</b>	ROLE: (Prime/Tier 1/Tier 2) <b>Prime Firm</b>
COMPANY ADDRESS: <b>6011 W. St. Joseph, Ste 400</b>	CITY: <b>Lansing</b>	STATE: <b>MI</b>
EMAIL (AUTHORIZED CONTRACT SIGNER): <b>lauer@pbworld.com</b>	PHONE NO.: <b>517-327-7845</b>	ZIP CODE: <b>48917</b>
EMAIL (FOR SIGNED CONTRACT DISTRIBUTION): <b>lauer@Pbworld.com</b>		

**By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.**

CERTIFYING OFFICIAL: (Printed Name - Title) <b>Marge Lauer Sr. Vice President</b>	SIGNATURE OF CERTIFYING OFFICIAL: 	DATE: <b>6/7/2016</b>
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# CERTIFICATION OF OVERHEAD COST RATE

This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be **effective January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) or Chief Financial Officer.

### PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):  <p style="text-align: center; color: blue;"><b>CS - JN</b></p>	CONTRACT / AUTHORIZATION NUMBER:  
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PROJECT DESCRIPTION:

City of Ann Arbor - Stadium Boulevard Reconstruction

### DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:	<u>153.82%</u>
DATE OF OVERHEAD COST RATE DETERMINATION (mm/dd/yyyy):	<u>7/1/2015</u>
FISCAL PERIOD COVERED: (mm/dd/yyyy to mm/dd/yyyy)	<u>1/1/2014</u> to <u>12/31/2014</u>

**I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:**

1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

**Has the firm been approved to use the SAFE HARBOR INDIRECT COST RATE of 110% with the understanding that the Safe Harbor Rate will be used for the life of the agreement?**

    **N**    

**All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed.**

### CONSULTANT INFORMATION

LEGAL BUSINESS NAME: <p style="text-align: center; color: blue; font-weight: bold;">Parsons Brinckerhoff Michigan, Inc. (Design)</p>	FEDERAL ID NUMBER: (Must match prequalification file) <p style="text-align: center; color: blue; font-weight: bold;">132963517</p>	ROLE: (Prime/Tier 1/Tier 2) <p style="text-align: center; color: blue; font-weight: bold;">Tier 1 Sub</p>
COMPANY ADDRESS: <p style="text-align: center; color: blue; font-weight: bold;">6011 W. St. Joseph, Ste 400</p>	CITY: <p style="text-align: center; color: blue; font-weight: bold;">Lansing</p>	STATE: <p style="text-align: center; color: blue; font-weight: bold;">MI</p>
ZIP CODE: <p style="text-align: center; color: blue; font-weight: bold;">48917</p>	EMAIL (AUTHORIZED CONTRACT SIGNER): <p style="text-align: center; color: blue; font-weight: bold;">lauer@pbworld.com</p>	PHONE NO.: <p style="text-align: center; color: blue; font-weight: bold;">517-327-7845</p>
EMAIL (FOR SIGNED CONTRACT DISTRIBUTION): <p style="text-align: center; color: blue; font-weight: bold;">lauer@Pbworld.com</p>		

**By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.**

CERTIFYING OFFICIAL: (Printed Name - Title) <p style="text-align: center; color: blue; font-weight: bold;">Marge Lauer Sr. Vice President</p>	SIGNATURE OF CERTIFYING OFFICIAL: 	DATE: <p style="text-align: center; color: blue; font-weight: bold;">6/7/2016</p>
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**SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER**

All Prime and Subconsultant Costs for ALL JOB NUMBERS (including phases). For amendment or revision, complete this form showing all job numbers for all services provided. Report Tier 2 Subconsultant costs with Tier 1 Subconsultants. For use with all Priced Proposals. Use additional pages as necessary.

<b>MDOT CONTROL SECTION(S) - JOB NUMBER(S):</b>  <b>CS - JN</b>	<b>CONTRACT / AUTHORIZATION NUMBER:</b>
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<b>PRIME CONSULTANT NAME:</b>  <b>Parsons Brinckerhoff Michigan, Inc. (Field)</b>	<b>DBE Goal:</b>	<b>PROJECT DESCRIPTION:</b>  <b>City of Ann Arbor - Stadium Boulevard Reconstruction</b>
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Consultant	Firm Role:	Contracted to:	Payment Method:	Job Number	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
<b>HOURS</b>				16,474	-	-	-		16,474	
Parsons Brinckerhoff Michigan, Inc. (Fiel	P	Ann Arbor	ACFF	9,458	-	-	-		9,458	
Parsons Brinckerhoff Michigan, Inc. (Des	T1	PBM (Field)	ACFF	20	-	-	-		20	
Surveying Solutions, Inc.	T1	PBM (Field)	ACFF	3,588	-	-	-		3,588	
Somat Engineering, Inc.	T1	PBM (Field)	ACFF	2,568	-	-	-		2,568	
Northwest Consultants, Inc.	T1	PBM (Field)	ACFF	840	-	-	-		840	
<b>LABOR</b>				\$ 615,929.75	\$ -	\$ -	\$ -		\$ 615,929.75	
Parsons Brinckerhoff Michigan, Inc. (Fiel	P	Ann Arbor	ACFF	\$ 435,499.25	\$ -	\$ -	\$ -		\$ 435,499.25	
Parsons Brinckerhoff Michigan, Inc. (Des	T1	PBM (Field)	ACFF	\$ 972.50	\$ -	\$ -	\$ -		\$ 972.50	
Surveying Solutions, Inc.	T1	PBM (Field)	ACFF	\$ 94,886.00	\$ -	\$ -	\$ -		\$ 94,886.00	
Somat Engineering, Inc.	T1	PBM (Field)	ACFF	\$ 49,268.00	\$ -	\$ -	\$ -		\$ 49,268.00	
Northwest Consultants, Inc.	T1	PBM (Field)	ACFF	\$ 35,304.00	\$ -	\$ -	\$ -		\$ 35,304.00	
<b>OVERHEAD</b>				\$ 780,107.16	\$ -	\$ -	\$ -		\$ 780,107.16	
Parsons Brinckerhoff Michigan, Inc. (Fiel	P	Ann Arbor	ACFF	\$ 475,362.88	\$ -	\$ -	\$ -		\$ 475,362.88	
Parsons Brinckerhoff Michigan, Inc. (Des	T1	PBM (Field)	ACFF	\$ 1,495.90	\$ -	\$ -	\$ -		\$ 1,495.90	
Surveying Solutions, Inc.	T1	PBM (Field)	ACFF	\$ 179,306.07	\$ -	\$ -	\$ -		\$ 179,306.07	
Somat Engineering, Inc.	T1	PBM (Field)	ACFF	\$ 81,164.45	\$ -	\$ -	\$ -		\$ 81,164.45	
Northwest Consultants, Inc.	T1	PBM (Field)	ACFF	\$ 42,777.86	\$ -	\$ -	\$ -		\$ 42,777.86	
<b>F.C.C.M.</b>				\$ 954.83	\$ -	\$ -	\$ -		\$ 954.83	
Parsons Brinckerhoff Michigan, Inc. (Fiel	P	Ann Arbor	ACFF	\$ 740.35	\$ -	\$ -	\$ -		\$ 740.35	
Parsons Brinckerhoff Michigan, Inc. (Des	T1	PBM (Field)	ACFF	\$ 3.79	\$ -	\$ -	\$ -		\$ 3.79	
Somat Engineering, Inc.	T1	PBM (Field)	ACFF	\$ 133.02	\$ -	\$ -	\$ -		\$ 133.02	
Northwest Consultants, Inc.	T1	PBM (Field)	ACFF	\$ 77.67	\$ -	\$ -	\$ -		\$ 77.67	
<b>OTHER DIRECT EXPENSES</b>				\$ 102,741.40	\$ -	\$ -	\$ -		\$ 102,741.40	
Parsons Brinckerhoff Michigan, Inc. (Fiel	P	Ann Arbor	ACFF	\$ 76,060.00	\$ -	\$ -	\$ -		\$ 76,060.00	
Parsons Brinckerhoff Michigan, Inc. (Des	T1	PBM (Field)	ACFF	\$ 213.00	\$ -	\$ -	\$ -		\$ 213.00	
Somat Engineering, Inc.	T1	PBM (Field)	ACFF	\$ 25,626.00	\$ -	\$ -	\$ -		\$ 25,626.00	
Northwest Consultants, Inc.	T1	PBM (Field)	ACFF	\$ 842.40	\$ -	\$ -	\$ -		\$ 842.40	
<b>FIXED FEE</b>				\$ 154,344.87	\$ -	\$ -	\$ -		\$ 154,344.87	
Parsons Brinckerhoff Michigan, Inc. (Fiel	P	Ann Arbor	ACFF	\$ 100,194.83	\$ -	\$ -	\$ -		\$ 100,194.83	
Parsons Brinckerhoff Michigan, Inc. (Des	T1	PBM (Field)	ACFF	\$ 271.52	\$ -	\$ -	\$ -		\$ 271.52	
Surveying Solutions, Inc.	T1	PBM (Field)	ACFF	\$ 30,161.13	\$ -	\$ -	\$ -		\$ 30,161.13	
Somat Engineering, Inc.	T1	PBM (Field)	ACFF	\$ 14,347.57	\$ -	\$ -	\$ -		\$ 14,347.57	
Northwest Consultants, Inc.	T1	PBM (Field)	ACFF	\$ 9,369.82	\$ -	\$ -	\$ -		\$ 9,369.82	
<b>TOTAL COSTS SUMMARY</b>										
Consultant Totals										
Parsons Brinckerhoff Michigan, Inc. (f	P	Ann Arbor	ACFF	\$ 1,087,857.31	\$ -	\$ -	\$ -	N	\$ 1,087,857.31	65.8%
Parsons Brinckerhoff Michigan, Inc. (Des	T1	PBM (Field)	ACFF	\$ 2,956.71	\$ -	\$ -	\$ -	N	\$ 2,956.71	0.2%
Surveying Solutions, Inc.	T1	PBM (Field)	ACFF	\$ 304,353.20	\$ -	\$ -	\$ -	Y	\$ 304,353.20	18.4%
Somat Engineering, Inc.	T1	PBM (Field)	ACFF	\$ 170,539.04	\$ -	\$ -	\$ -	Y	\$ 170,539.04	10.3%
Northwest Consultants, Inc.	T1	PBM (Field)	ACFF	\$ 88,371.75	\$ -	\$ -	\$ -	N	\$ 88,371.75	5.3%
<b>Firm Role Key: P = Prime Firm, T1 = Tier 1 Sub, T2 = Tier 2 Sub</b>										
<b>TOTAL COSTS</b>				\$ 1,654,078.01	\$ -	\$ -	\$ -		\$ 1,654,078.01	100.0%

**DERIVATION OF PRIME CONSULTANT COSTS**

Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S):  <b>CS - JN</b>	CONTRACT / AUTHORIZATION #:	FIRM ROLE:  <b>Prime Firm</b>
PRIME CONSULTANT NAME:  <b>Parsons Brinckerhoff Michigan, Inc. (Field)</b>	PROJECT DESCRIPTION:  <b>City of Ann Arbor - Stadium Boulevard Reconstruction</b>	

PRIME LABOR:						
CLASSIFICATION	NAME	HOURS	x	RATE/HR	=	LABOR COST
Principal	Marge Lauer	5	x	\$ 120.13	=	\$ 600.65
PM / RE	Robert Lindstrom	1339	x	\$ 69.00	=	\$ 92,391.00
Asst. RE/OE	Ian Duncan	2197	x	\$ 45.00	=	\$ 98,865.00
QA/QC	Jamie Fossitt	60	x	\$ 55.00	=	\$ 3,300.00
Office Tech	Lisa Martino-Cook	804	x	\$ 35.43	=	\$ 28,485.72
Communication Coordinator	Teresa Norton	40	x	\$ 49.13	=	\$ 1,965.20
CPM Scheduling	Paul Smith	20	x	\$ 72.10	=	\$ 1,442.00
Lead Inspector Traffic	Scott Canfield	280	x	\$ 42.37	=	\$ 11,863.60
Sr. Inspector/Site Utilities	Kevin Roberts	2454	x	\$ 37.50	=	\$ 92,025.00
Lead Inspector Road	Mary Crowl	1664	x	\$ 41.52	=	\$ 69,089.28
(OTP) Lead Inspector Road	Mary Crowl	495	x	\$ 62.28	=	\$ 30,828.60
Inspector Pool	Pool	40	x	\$ 32.01	=	\$ 1,280.40
(OTP) Inspector Pool	Pool	40	x	\$ 48.02	=	\$ 1,920.80
Claims Resolution	Paul Smith	20	x	\$ 72.10	=	\$ 1,442.00
Total Hours:		<b>9458</b>				<b>Total Labor \$ 435,499.25</b>

<b>PRIME OVERHEAD: (Total Labor x Overhead Rate)</b>			
Based on our firm's policy, we <u>do not apply</u> overhead to the premium portion of overtime labor charges. Therefore, our overhead is reduced by: <u>\$ 12,222.08</u> Our premium overtime rate is: <u>1.5</u> times the regular rate.			
Overhead Rate:	<b>111.96%</b>	Total Overhead	<b>\$ 475,362.88</b>

<b>PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)</b>			
F.C.C.M. Rate:	<b>0.17%</b>	Total F.C.C.M.	<b>\$ 740.35</b>

PRIME OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)						
Items	Quantity	@	Unit Price	Unit	=	Item Price
Vehicle Lease and O&M*	51.00	@	\$ 750.000	Month	=	\$ 38,250.00
Computer Lease	51.00	@	\$ 55.000	Month	=	\$ 2,805.00
Wireless Internet	51.00	@	\$ 55.000	Month	=	\$ 2,805.00
Field Supplies / Safety Supplies	1.00	@	\$ 2,500.000	Lump Sum	=	\$ 2,500.00
Office Supplies	1.00	@	\$ 800.000	Lump Sum	=	\$ 800.00
Printing	5,000.00	@	\$ 0.100	Page	=	\$ 500.00
Postage	13.00	@	\$ 10.000	Each	=	\$ 130.00
Web Page	1.00	@	\$ 8,000.000	Lump Sum	=	\$ 8,000.00
Mileage	500.00	@	\$ 0.540	Mile	=	\$ 270.00
Field Office (Budget)	1.00	@	\$ 20,000.000	Lump Sum	=	\$ 20,000.00
<b>Total Other Direct Expenses</b>						<b>\$ 76,060.00</b>

\* Vehicle costs include all costs necessary to operate and maintain the vehicles including lease costs, gasoline, and maintenance items; will be billed at actual costs; are based on an average cost of \$750/month; and the total charged for vehicles will not exceed the total budgeted amount for this line item.

<b>PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)</b>			
Fixed Fee Rate:	<b>11%</b>	Total Fixed Fee	<b>\$ 100,194.83</b>

<b>TOTAL PRIME FIRM COSTS</b>	<b>\$ 1,087,857.31</b>
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Firm Role: Prime Firm

Note: Payment Method = ACFF

**DERIVATION OF SUBCONSULTANT COSTS**

Summary of all Sub Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): <p align="center"><b>CS - JN</b></p>		CONTRACT / AUTHORIZATION #:	FIRM ROLE: <p align="center"><b>Tier 1 Sub</b></p>
SUBCONSULTANT NAME: <p align="center"><b>Parsons Brinckerhoff Michigan, Inc. (Design)</b></p>		PROJECT DESCRIPTION: <p align="center"><b>City of Ann Arbor - Stadium Boulevard Reconstruction</b></p>	

**SUB LABOR:**

CLASSIFICATION	NAME	HOURS	x	RATE/HR	=	LABOR COST
Technical Assistance	Pool	10	x	\$ 60.00	=	\$ 600.00
Administration	Dean Fearheiley	10	x	\$ 37.25	=	\$ 372.50
Total Hours:		<u>20</u>				Total Labor \$ <u>972.50</u>

**SUB OVERHEAD:** (Total Labor x Overhead Rate)

Based on our firm's policy, we do not apply overhead to the premium portion of overtime labor charges.  
Therefore, our overhead is reduced by: \$ (0.00) Our premium overtime rate is: 1.5 times the regular rate.

Overhead Rate:	<u>153.82%</u>	Total Overhead	\$ <u>1,495.90</u>
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**SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.):** (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate:	<u>0.39%</u>	Total F.C.C.M.	\$ <u>3.79</u>
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**SUB OTHER DIRECT EXPENSES:** (List each item once at Actual Cost - NO MARKUP.)

Items	Quantity	@	Unit Price	Unit	=	Item Price
Mileage	200.00	@	\$ 0.540	Mile	=	\$ 108.00
Car Rental	1.00	@	\$ 65.000	Day	=	\$ 65.00
Fuel	1.00	@	\$ 40.000	Tank	=	\$ 40.00
Total Other Direct Expenses						\$ <u>213.00</u>

**SUB FIXED FEE FOR PROFIT:** ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate:	<u>11%</u>	Total Fixed Fee	\$ <u>271.52</u>
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**TOTAL SUBCONSULTANT COSTS \$ 2,956.71**

Firm Role: Tier 1 Sub to PBM (Field) Note: Payment Method = ACFF

**DERIVATION OF SUBCONSULTANT COSTS**

Summary of all Sub Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): <p align="center"><b>CS - JN</b></p>		CONTRACT / AUTHORIZATION #:	FIRM ROLE: <p align="center"><b>Tier 1 Sub</b></p>
SUBCONSULTANT NAME: <p align="center"><b>Surveying Solutions, Inc.</b></p>		PROJECT DESCRIPTION: <p align="center"><b>City of Ann Arbor - Stadium Boulevard Reconstruction</b></p>	

<b>SUB LABOR:</b>							
CLASSIFICATION	NAME	HOURS	x	RATE/HR	=	LABOR COST	
Project Surveyor	Brian Bartlett	76	x	\$ 46.00	=	\$	3,496.00
QA/QC Surveyor	Tony Thelen	25	x	\$ 46.00	=	\$	1,150.00
LiDAR Specialist	Andy Semenchuk	1	x	\$ 47.00	=	\$	47.00
Sr. Crew Chief #1	Jake Knochel	1200	x	\$ 30.00	=	\$	36,000.00
Sr. Crew Chief #2	Ryan Blanchard	2	x	\$ 28.00	=	\$	56.00
Survey Technician #1	Scott Freehling	1200	x	\$ 22.00	=	\$	26,400.00
Survey Technician #2	Matt Cook	2	x	\$ 22.00	=	\$	44.00
Project Assistant	Connie Proulx	32	x	\$ 22.50	=	\$	720.00
Material Testing Coordinator	Adam Ball	135	x	\$ 46.00	=	\$	6,210.00
Concrete Field Tech	Butch Kopasz	704	x	\$ 22.00	=	\$	15,488.00
Concrete Lab Tech	Damien Miller	211	x	\$ 25.00	=	\$	5,275.00
		<b>Total Hours:</b>		<b>3588</b>		<b>Total Labor \$</b>	<b>94,886.00</b>

<b>SUB OVERHEAD:</b> (Total Labor x Overhead Rate)			
<b>Overhead Rate:</b>	<u>188.97%</u>	<b>Total Overhead \$</b>	<u>179,306.07</u>

<b>SUB FIXED FEE FOR PROFIT:</b> ((Total Labor + Total Overhead) x 11%)			
<b>Fixed Fee Rate:</b>	<u>11%</u>	<b>Total Fixed Fee \$</b>	<u>30,161.13</u>

<b>TOTAL SUBCONSULTANT COSTS \$</b>		<b>304,353.20</b>
<i>Firm Role: Tier 1 Sub to PBM (Field)      Note: Payment Method = ACFF</i>		

**DERIVATION OF SUBCONSULTANT COSTS**

Summary of all Sub Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): <p align="center"><b>CS - JN</b></p>		CONTRACT / AUTHORIZATION #:	FIRM ROLE: <p align="center"><b>Tier 1 Sub</b></p>
SUBCONSULTANT NAME: <p align="center"><b>Somat Engineering, Inc.</b></p>		PROJECT DESCRIPTION: <p align="center"><b>City of Ann Arbor - Stadium Boulevard Reconstruction</b></p>	

**SUB LABOR:**

CLASSIFICATION	NAME	HOURS	x	RATE/HR	=	LABOR COST
Sr. QA/QC Specialist	Sharmyn Elliott	10	x	\$ 60.10	=	\$ 601.00
Project Manager	Steve Drummond	72	x	\$ 40.50	=	\$ 2,916.00
Project Engineer	John Qualey	270	x	\$ 24.00	=	\$ 6,480.00
Laboratory Technician	Brian Gondek	250	x	\$ 24.00	=	\$ 6,000.00
Field Engineering Tech 1	Mike Finley	1240	x	\$ 15.00	=	\$ 18,600.00
Field Engineering Tech 2	Paul Johnson	200	x	\$ 18.50	=	\$ 3,700.00
Office Technician	Celestina Elliott	72	x	\$ 21.50	=	\$ 1,548.00
Clerical	Jodi Mills	144	x	\$ 17.00	=	\$ 2,448.00
(OTP) Engineering Tech 1	Mike Finley	310	x	\$ 22.50	=	\$ 6,975.00
Total Hours:		<b>2568</b>				<b>Total Labor \$ 49,268.00</b>

**SUB OVERHEAD:** (Total Labor x Overhead Rate)  
 Based on our firm's policy, we do not apply overhead to the premium portion of overtime labor charges.  
 Therefore, our overhead is reduced by: \$ 4,019.92 Our premium overtime rate is: 1.5 times the regular rate.

Overhead Rate: 172.90% Total Overhead \$ 81,164.45

**SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.):** (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate: 0.27% Total F.C.C.M. \$ 133.02

**SUB OTHER DIRECT EXPENSES:** (List each item once at Actual Cost - NO MARKUP.)

Items	Quantity	@	Unit Price	Unit	=	Item Price
Nuclear Densometer Rental	180.00	@	\$ 68.000	Day	=	\$ 12,240.00
Mileage*	900.00	@	\$ 0.540	Mile	=	\$ 486.00
Laboratory Rental	26.00	@	\$ 150.000	Day	=	\$ 3,900.00
Vehicle Usage	180.00	@	\$ 50.000	Day	=	\$ 9,000.00
*For PM use or use if additional inspection vehicle is needed						<b>Total Other Direct Expenses \$ 25,626.00</b>

**SUB FIXED FEE FOR PROFIT:** ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate: 11% Total Fixed Fee \$ 14,347.57

**TOTAL SUBCONSULTANT COSTS \$ 170,539.04**

Firm Role: Tier 1 Sub to PBM (Field)

Note: Payment Method = ACFF

**DERIVATION OF SUBCONSULTANT COSTS**

Summary of all Sub Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): <p align="center"><b>CS - JN</b></p>		CONTRACT / AUTHORIZATION #:	FIRM ROLE: <p align="center"><b>Tier 1 Sub</b></p>
SUBCONSULTANT NAME: <p align="center"><b>Northwest Consultants, Inc.</b></p>		PROJECT DESCRIPTION: <p align="center"><b>City of Ann Arbor - Stadium Boulevard Reconstruction</b></p>	

<b>SUB LABOR:</b>							
<i>CLASSIFICATION</i>	<i>NAME</i>	<i>HOURS</i>	<i>x</i>	<i>RATE/HR</i>	<i>=</i>	<i>LABOR COST</i>	
Technical Lead	Drummond/Kilpatr	284	x	\$ 56.00	=	\$	15,904.00
Sr. Project Engineer	Kammer/Schmitt	228	x	\$ 44.00	=	\$	10,032.00
Project Engineer	Reschke/Hansen	120	x	\$ 33.00	=	\$	3,960.00
Engineer	Varioius	208	x	\$ 26.00	=	\$	5,408.00
Total Hours:		<b>840</b>				Total Labor \$	<b>35,304.00</b>

<b>SUB OVERHEAD:</b> (Total Labor x Overhead Rate)	
Overhead Rate:	<b>121.17%</b>
Total Overhead \$	<b>42,777.86</b>

<b>SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.):</b> (Total Labor x F.C.C.M. Rate)	
F.C.C.M. Rate:	<b>0.22%</b>
Total F.C.C.M. \$	<b>77.67</b>

<b>SUB OTHER DIRECT EXPENSES:</b> (List each item once at Actual Cost - NO MARKUP.)							
<i>Items</i>	<i>Quantity</i>	<i>@</i>	<i>Unit Price</i>	<i>Unit</i>	<i>=</i>	<i>Item Price</i>	
Mileage	1,560.00	@	\$ 0.540	Mile	=	\$	842.40
Total Other Direct Expenses \$						<b>842.40</b>	

<b>SUB FIXED FEE FOR PROFIT:</b> ((Total Labor + Total Overhead) x 12%)	
Fixed Fee Rate:	<b>12%</b>
Total Fixed Fee \$	<b>9,369.82</b>

<b>TOTAL SUBCONSULTANT COSTS \$</b>		<b>88,371.75</b>
Firm Role: Tier 1 Sub to PBM (Field)		Note: Payment Method = ACFF

**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. 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 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.
  
- 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.