

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
RESOURCE RECYCLING SYSTEMS, INC.
AND THE CITY OF ANN ARBOR
FOR DROP-OFF SITE DESIGN AND CONSTRUCTION OVERSIGHT**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Resource Recycling Systems, Inc. ("Contractor"), a Michigan domestic profit corporation, with its address at 416 Longshore Drive, Ann Arbor, Michigan 48105. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area.

Contract Administrator means Public Services Area Administrator, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

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

Project means Drop-Off Site Design and Construction Oversight.

II. DURATION

Contractor shall commence performance on July 12, 2022 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide Drop-Off Site Design and Construction Oversight ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it

by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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

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

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. The total fee to be paid to the Contractor for the Services shall not to exceed Two Hundred Fifty-Five Thousand Four Hundred Ninety Dollars (\$255,490.00). Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

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

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.

- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

XII. REMEDIES

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

XIII. NOTICE

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

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

Ché Pomo
416 Longshore Drive
Ann Arbor, Michigan 48105

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

City of Ann Arbor
Public Services Area Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

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

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

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

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

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

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

XIX. ELECTRONIC TRANSACTION

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

XX. EFFECTIVE DATE

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

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR:

By _____

Name: _____

Title: _____

Date: _____

FOR THE CITY OF ANN ARBOR:

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance:

Brian Steglitz, Interim Service Area Administrator

Milton Dohoney Jr., City Administrator

Approved as to form and content:

Atleen Kaur, City Attorney

EXHIBIT A SCOPE OF SERVICES

Contractor Resource Recycling Systems, Inc. (RRS) has provided the City of Ann Arbor with a comprehensive Proposal (dated May 11, 2022) for the City's Drop-Off Site Design and Construction Oversight. Both the City and Contractor have agreed to the scope of work in this Proposal. Therefore, relevant sections of Contractor's 20-page Proposal are attached and shall hereby become incorporated into this Exhibit A, which describes the Scope of Services for this Agreement. Contractor shall perform all of the work described in this Scope of Services, including all of the task groups and sub-tasks described in the Project Plan:

Task 1 – Preliminary Conceptual and Engineering Design

- Sub-Task 1.1: Conceptual options.
- Sub-Task 1.2: Determine stakeholder design priorities and concept.
- Sub-Task 1.3: Conceptual design draft.
- Sub-Task 1.4: Public stakeholder participation.
- Sub-Task 1.5: Preliminary capital cost estimate and timeline.
- Sub-Task 1.6: Final Preliminary conceptual design.

Task 2 – Site Survey and Assessment

- Sub-Task 2.1: On-site meeting.
- Sub-Task 2.2: Physical site and geotechnical survey.
- Sub-Task 2.3: Site survey drawing.

Task 3 – Final Site Plan Documents and Approval

- Sub-Task 3.1: Preliminary site plan.
- Sub-Task 3.2: Final site plan.
- Sub-Task 3.3: Revised capital cost estimate.

Task 4 – RFP Development, Construction Drawing, and Construction Management (Optional task that the City can elect)

- Sub-Task 4.1: Construction drawings and RFP development.
- Sub-Task 4.2: RFP addenda and bid evaluation.
- Sub-Task 4.3: DOS construction management.



PROPOSAL

CITY OF ANN ARBOR
DROP-OFF SITE DESIGN AND
CONSTRUCTION OVERSIGHT

May 11, 2022

PROJECT OBJECTIVE

The City of Ann Arbor seeks the design of a new drop-off site located off Platt Road in Pittsfield Township, Michigan. RRS has developed a work plan that ranges from the conceptual design phase through construction oversight. The proposed project includes design and construction of a new recycling drop-off facility. The facility is proposed to be located west of Platt Road and south of the railroad Right of Way (ROW) on land owned by the City of Ann Arbor. The proposed scope of services for this proposal includes the work necessary to prepare the documents as required for the site plan approval by Pittsfield Township (See Attachment A) and detailed construction plans for the proposed facility as part of an optional task.

PROJECT PLAN

- Task 1 – Preliminary Conceptual and Engineering Design (8-12 weeks)
- Task 2 – Site Survey and Assessment (4 weeks)
- Task 3 – Final Site Plan (8-12 weeks)
- Task 4 – Optional RFP, Construction Documents and Construction Management (18-36 weeks)

PROJECT BUDGET

Tasks 1-3 – Design and Site Plan: \$180,490
Optional Task 4 – Construction Documents \$31- 41,000
Construction management: \$24 - 34,000
TOTAL - \$55-75,000

TIMELINE

Start Date: July 2022

End Date: June 2023 (Dependent on the site plan approval and construction bid specifics and timeline)



WORK SCOPE

The following scope of work has been prepared by Resource Recycling Systems, Inc. (RRS) in response to the City of Ann Arbor (“City”) to provide solid waste and recycling facility design engineering consulting services. RRS will engage Midwestern Consulting, LLC as a subcontractor as part of the RRS Team to provide planning, civil engineering, and landscape architecture services to the new Regional Drop-off Site (“DOS”) off Platt Road in Pittsfield Township, Michigan (“Hilton site”).

project approach

The proposed project plan is composed of four task groups to be performed over a six-month period.

Work on scope tasks will be conducted concurrently and will use tandem resources, such as scheduling meetings to coincide with site visits wherever possible. Task objectives, activities, milestones, and assumptions are detailed below. A final site plan with all supporting documentation will be delivered at the end of the project.

The effort associated with the site plan and construction plan preparation includes three (3) phases within this scope of services. The Pittsfield Township requirements for this type of development require preliminary site plan (Previous approved under a PUD), final site plan, and engineering plan submittal and review, and it is anticipated that there will be two (2) submittals for this project which will include the final site plan and engineering plans under the optional task. It is assumed that both the final site plans will go before the Planning Commission and the Board of Trustees of Pittsfield Township for approval. Detailed construction engineering plans are not included in this proposal except under an optional task.

project plan

TASK 1 – PRELIMINARY CONCEPTUAL AND ENGINEERING DESIGN (6-12 WEEKS)

Task 1.1 CONCEPTUAL OPTIONS

- a. Review planning and zoning documents submitted as part of original siting, including approved Planned Unit Development (PUD) and design documents.
- b. Review latest design developments and concepts for up to 5 existing facilities of similar size and capacity to the Hilton site. Develop an options matrix including such variables as services offered and materials accepted, space utilization and optimization, traffic flow, and timeline.

Task 1.2 DETERMINE STAKEHOLDER DESIGN PRIORITIES AND CONCEPT

Present available and possible design and concept options as determined in Task 1.1 to stakeholders (City of Ann Arbor, Washtenaw County, and Recycle Ann Arbor, WRRMA, and Pittsfield Township if allowable under the Site Plan Approval Process) in up to four (4) Project Team meeting. Using feedback from stakeholders, the RRS Team will develop a prioritized listing of options to best accomplish the objectives of maximum recovery, reuse and recycling, minimization of waste to landfill, environmental stewardship, and education through an innovative design that will meet the needs of the community for the next 20 years but does not duplicate services that already exist via the MRF, Transfer station and Compost site.





Task 1.3 CONCEPTUAL DESIGN DRAFT

The RRS Team will attend meetings with the City and the Project Team to develop up to 3 conceptual plans that will meet all requirements under the Final Site Plan requirements (See attachment A) and that are consistent with the approved PUD that meet the requirements of the local zoning. Items to be considered include services offered and materials accepted, educational programming, material storage requirements, building size, sewer and water connections, traffic patterns, grading, compliance with building massing, setbacks, parking, vehicular and pedestrian circulation, and other pertinent items as applicable.

The RRS Team will develop conceptual site design and artistic renderings of building layout drawings and elevations and allow for needs of the Project Team and other stakeholders including other solid waste management activities, such as shared site access for an expanded composting site and other site needs and requirements. RRS will identify service level thresholds and site flexibility that would accommodate future programmatic expansion (20+ years) and anticipated future facility service expansion.

A stormwater management concept will be identified during this phase to determine how Township and County regulations can be met.

Task activities carried out by the RRS Project Team include:

- Gather input and feedback from Project Team on DOS operation features, building and site features, site planning considerations, equipment and rolling stock, capital and operating costs.
- Preliminary design including traffic flow into and away from the site, utility interconnections and locations, site drainage, relevant details of the tip wall design and elevation, road construction cross sections and details, parking lot cross sections and details, storage on the site for vehicles, trailers, and equipment. Roll-off containers, transfer trailers, as well as proposed building additions will be addressed.
- Present the draft concept designs to the stakeholders; gather input and feedback. Develop a final conceptual site design and building layout drawings. Resolve final conceptual design and scope differences with stakeholders.

The concepts shall be utilized to initiate dialogue with the Township and project team to determine the specific requirements for review and permitting and confirm with the Township the site layout prior to moving forward. Once determined acceptable, the concept plan will become the base for the preparation of the Final Site Plan.

Task 1.4 PUBLIC STAKEHOLDER PARTICIPATION

Community input, insight and buy-in are critical to the success of any endeavor, particularly in cases involving siting of public facilities and related services. As such, RRS will provide opportunity for the public to learn about this initiative and participate in its development.

The RRS team will develop a community outreach plan for engaging the public for input on the conceptual design. This plan will define the goals and objectives of the public involvement effort, further refine the key



stakeholders list, discuss the public involvement techniques and any public participation materials, and include specific timelines and deliverables.

The RRS team will be responsible for all material development, logistics and costs related to executing the outreach plan. Further, the project team will vet informational materials and surveys with project partners prior to distribution.

Two public meetings will be conducted for public feedback. Additional meetings can be conducted for an additional cost per meeting.

Task 1.5 PRELIMINARY CAPITAL COST ESTIMATE AND TIMELINE

Prepare preliminary capital cost estimate and implementation timeline to complete facility as designed will be developed.

Task 1.6 FINAL PRELIMINARY CONCEPTUAL DESIGN

Using feedback from previous tasks, make modifications to conceptualized facility as necessary to create final conceptual site design.

TASK 2 – SITE SURVEY AND ASSESSMENT (2-4 WEEKS CONCURRENT WITH TASK 1)

Task 2.1 ON-SITE MEETING

Coordinate an on-site meeting at the Hilton site with stakeholders of the City of Ann Arbor, Washtenaw County, and Recycle Ann Arbor and Pittsfield Township if allowable under the Site Plan Approval Process.

Task 2.2 PHYSICAL SITE AND GEOTECHNICAL SURVEY

Perform a site survey and assessment to evaluate the site and soil conditions. This includes a review of any existing structures, driveways, public water, sanitary service or septic system, road access, and storm water management systems. It is assumed that topographic information and site survey that was used for the original Preliminary Site Plan and PUD are still valid. A site survey was recently completed by MWC related to the DTE solar project that include a topo and boundary surveys. Additional survey for revisions to the plans and surveying related to storm water outlets has been added to the cost proposal.

The RRS Team will facilitate geotechnical survey including test pits or boreholes for tip wall, pavement design, and building foundations. This includes the structural design of the tip wall. The RRS team will provide a memo of the evaluation results as they pertain to overall site assessment. The cost of a geotechnical survey has been included in the overall cost. If a septic system is determined to be the appropriate solution for sanitary sewer services, there will need to be test pits and infiltration testing to identify a suitable location and soils (estimated cost of \$2,000), which is included in the cost proposal.

Task 2.3 SITE SURVEY DRAWING

Review physical and geotechnical surveys, activity, and regulation assessments to generate the final site survey and assessment. The finished site survey will include property boundaries, one-foot contours of the area, existing drainage structures and conveyances, existing utilities including closest water, sewer, and power utilities, existing roads, railroad right-of-way's, natural features such as wetlands and tree identification, and any other items relevant to the project required for final Site Plan Approval.

TASK 3 – FINAL SITE PLAN DOCUMENTS AND APPROVAL (8-12 WEEKS)

Task 3.1 PRELIMINARY SITE PLAN

Using feedback from previous tasks, the RRS Team will prepare the preliminary site plan documents in accordance with the current standards and requirements of Pittsfield Township. Architectural plans and



details, including floor plans and building elevations, will be incorporated into the plan set for submittal to the Township. The site plan will include the following:

- Cover sheet, with project narrative and site data
- Existing conditions plan (based on survey information provided by the City)
- Dimensional layout plan
- Preliminary grading and soil erosion control plan
- Utility routing plan
- Storm water management plan, calculations, and narrative applicable notes and details
- Landscape plan will be required for this proposed project and will be completed as part of this proposal.
- Architectural plans and elevations

Prior to submittal to the Township, the plans will be submitted to the City and Project Team for review. Upon approval of the City and the Project Team, the RRS Team will submit the plans to the Township for review. Throughout the review process, the RRS Team anticipates addressing review comments from the Township and relevant outside agencies. Up to three (3) rounds of review and revisions with Township staff is included as a part of this task.

It is assumed that plan revisions will be completed in one consolidated effort to address all comments from the Township and outside agencies at one time. Upon completion of the revisions, documents will be resubmitted to the Township and any other appropriate agencies for additional review and approval. A response letter to the agency review comments will be included with the resubmittal documents. As part of this task, the RRS Team will attend up to two (2) Planning Commission meeting for consideration of the initial Site Plan. All application and/or review fees are the responsibility of the City.

Additional rounds of reviews and revisions will require an amendment to the scope of work and fee. The fee for each additional review, including Township Planning Commission meetings, is identified in the proposed budget on a time and material cost basis.

Task 3.2 FINAL SITE PLAN

The RRS Team, led by Midwestern, will prepare the final site plan documents in accordance with the current standards and requirements of Pittsfield Township (Attachment A). Architectural plans and details, including floor plans and building elevations, will be incorporated into the plan set for submittal to the Township. As part of this task, the RRS Team will attend one (1) Planning Commission meeting and one (1) Public Hearing for consideration of the initial Site Plan. The final site plan will include the following:

- Cover sheet, with project narrative and site data
- Existing conditions plan (based on survey information provided by the City)
- Removals/demolition plan
- Detailed dimensional layout plan
- Traffic circulation / truck turning plan
- Grading plan
- Soil erosion and sedimentation control plan and details
- Utility plan
- Storm water management plan, calculations, and narrative



- Landscape plan
- Applicable notes and details
- Detailed landscape plan and details
- Architectural plans and elevations
- Photometric plan
- Design details of retaining wall for bulk drop off

Task 3.3 REVISED CAPITAL COST ESTIMATE

RRS will provide a revised capital cost estimate based on the final approved site plan and site plan drawings that include construction permits, site preparation, site work and utilities, foundations and buildings, concrete, and asphalt, fencing and landscaping, and signage. The RRS Team will also develop a project construction timeline.

TASK 4 – RFP DEVELOPMENT, CONSTRUCTION DRAWING, AND CONSTRUCTION MANAGEMENT - OPTIONAL

Task 4.1 CONSTRUCTION DRAWINGS AND RFP DEVELOPMENT (8 to 12 weeks)

The RRS Team will develop site design and construction drawings that will be forwarded to selected contractors through an RFP. The RRS Team can assist the City in the preparation of an RFP or ITB for the solicitation of proposal for the construction of the facility. Detailed earthwork calculations will need to be undertaken as part of this effort. The final cost of construction documents is difficult to estimate until a site design and building design are finalized. Some of the major items in question are the water main, fire suppression tank, sanitary sewer, and if the Washtenaw County Road Commission will require a center left turn lane. The construction drawings will include:

1. Detailed Building Plan
 - a. Footing Detail
 - b. Water/Sewer Connection Detail (Well and Septic if necessary)
2. Detailed Engineered Site Plan:
 - a. Cover Sheet
 - b. Dimensional Site Plan
 - c. Grading Plan
 - d. Catch Basin Detail
 - e. Road and Concrete Pad Detail
 - f. Tip Wall Detail

Task 4.2 RFP ADDENDA AND BID EVALUATION

Develop a design and final construction documents for transmittal to selected construction firms for the development of construction proposals for both the site and building. City will provide necessary RFP boilerplate language, release RFP, and receive bids.

Task 4.3 DOS CONSTRUCTION MANAGEMENT (12 to 24 weeks)

Task 4.3.1 PREPARE DOS CONSTRUCTION ACTIVITY ITEM LIST

Prepare activity item list in preparation for twice monthly DOS construction meetings.

Task 4.3.2 DOS SITE VISITS

RRS personnel will visit construction twice weekly during construction time periods, monitoring DOS construction and measured operations.



Task 4.3.3 REVIEW MONTHLY INVOICES

Review contractor invoices for accuracy and completion for sign-off. Prepare semi-monthly status report. Facilitate and attend twice-monthly construction schedule/budget status meetings. Conduct monthly payment request review and authorization.

Task 4.3.4 ACCEPTANCE PROTOCOL, PLAN, AND PUNCH LIST

Prepare an acceptance plan and punch list for use by the general contractor and the City, including meetings with both parties to discuss the plan and its implementation. Conduct final inspection and acceptance testing program in accordance with acceptance testing plan and all requirements under all permits.

project assumptions

RRS makes the following assumptions for this project:

- The property is currently zoned PUD, and it is assumed that this is a permitted use, and no rezoning will be required.
- The proposed building size is still being determined but is estimated to be between 10,000 and 25,000 SF in size, and includes a tipping wall for larger material, driveways, as well as the associated parking, drive aisles, utilities, and storm water management system.
- Geotechnical survey cost has been incorporated in the cost proposal.
- Sewer and water service is unknown and will need to be determined in Phase 1.
- Additional fees may be required dependent on public health requirements for sanitary sewer or leach field/wells tests.
- It is assumed that the proposed facility will be designed and constructed in one (1) phase.
- It is assumed that an accurate boundary and topographic survey that meets the Pittsfield Township site plan submittal requirements will be provided by the City for use in developing the site plan and civil design drawings. Additionally, it is assumed that this survey is available electronically in AutoCAD format, and Midwestern Consulting is authorized to use and rely on the accuracy of this information without our independent evaluation. Midwestern Consulting can provide surveying services at the request of the City as an additional service for an additional fee.
- The proposed building footprint and applicable architectural drawings (building elevations, floor plans, etc.) will be prepared by others and provided to Midwestern Consulting in AutoCAD and PDF formats for use in preparing the site plan and civil engineering drawings.
- The proposed project will be accessed via a new curb cut on to Platt Road. Any proposed work within the public road rights-of-way will be in accordance with the requirements of the Washtenaw County Road Commission and limited to acceleration/deceleration lanes.
- It is assumed that a traffic impact study will be required for this proposed project. If this changes as the project progresses and notification is provided that a traffic impact study is required by Pittsfield Township, the scope of services and fee will be revised to include this service. An estimated cost has been included in the cost proposal (estimated at \$10,000).
- Per the Washtenaw County drain information available on Map Washtenaw, the Swift Run Drain runs adjacent to the site.
- Infiltration testing will be completed by G2 Consulting and the results of the infiltration testing will be used by Midwestern Consulting for design of the storm water management system. Additional costs for test pits and infiltration testing to identify a suitable location and soils for a septic system, if necessary, has also



been included in the cost proposal. Costs for geotechnical borings for tip wall, pavement design, and building foundations are included in the cost proposal as an additional subcontracted expense.

- The existing site is relatively flat, and it is anticipated that the proposed development can be graded with reasonable slopes. Attempts will be made to balance the soil on site, however, at this time we are unable to indicate if this balance will be achieved. Detailed earthwork calculations are not included in the scope of this proposal.
- A storm water management system will be required for the proposed project, which will be designed to current Pittsfield Township and Washtenaw County Water Resources Commissioner standards and requirements. It is assumed that it will be an at-grade detention pond. It is assumed that an outlet is available for the storm water, the outlet will not be over restricted, and significant improvements to the outlet location will not be required.
- It is assumed that there is adequate sanitary sewer and water capacity for the proposed development and that it is within close proximity to the site. No capacity analyses or off-site sewer and water utility study or design is considered as part of the scope of services of this proposal.
- It is assumed that there are no known environmental concerns regarding the project site.
- Time has been provided within the scope of services for Midwestern Consulting to attend two (2) municipal meetings, including three (3) pre-development meeting with the Township; one (1) pre-application meeting with the County, and two (2) Planning Commission meetings. All application, review, permit, and bonding fees are the responsibility of the City.
- The RRS Team makes every attempt to provide a complete and thoughtful proposal to give our clients the most accurate representation of the efforts that will be required to achieve their goals. As such, this proposal anticipates a reasonable number of unforeseen challenges, however, significant discoveries and unidentified obstacles that are unknown at this time cannot be accounted for and are not a part of this scope.
- It is assumed that no permitting, design, or construction will be required in any flood plain.

Planning Phase Meetings

- Kick-Off Meeting
- Design Team Meetings w/ City – 4
- Public Engagement Meetings - 2 additional meetings on a cost basis (\$2,000 per meeting)
- Final Conceptual Plan Presentation

Municipal Meetings

- County Agencies (Road Commission and Water Resource Commission) - 2
- Township Staff review - 3
- Township Planning Commission Meeting Attendance and Prep. - 2
- Township Planning Commission (PC) Meeting - Public Hearing -1
- Township Board of Trustees - 1

project deliverables

RRS will provide the following deliverables for this project:

- Final Conceptual Site Design
- Site Survey including Geotechnical Survey and Stormwater outlets
- Final Site Plan and Design as required under the Site Plan process (See attachment A)

EXHIBIT B COMPENSATION

General

Contractor shall be paid an amount not to exceed \$255,490.00 for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below (from Contractor's May 11, 2022 Proposal for the City's Drop-Off Site Design and Construction Oversight) shall hereby become incorporated into this Exhibit B, which states the nature and amount of compensation the Contractor may charge the City:

project budget

Compensation for this scope of work will be on a cost basis not to exceed \$180,490 including all project expenses as described below. Any work that falls outside of this scope of work will be subject to a change order process where the specific project assignment and budget will be outlined and authorized by both entities. RRS will not execute any out-of-scope work until an authorized change order is in place.

	TOTAL LABOR COST
Task 1 - Preliminary Conceptual and Engineering Design	\$43,380
Task 2 - Site Survey and Assessment	\$42,350
Additional Geotechnical and Septic Testing	\$12,000
Modifications to DTE Survey and Stormwater Outlet Survey	\$5,000
Task 3 - Final Site Plan and Engineering Documents	\$67,760
Traffic Study	\$10,000
TOTAL	\$180,490
Task 4 - DOS RFP, Construction Documents - OPTIONAL	\$31- 41,000
Task 4 - Construction Management - OPTIONAL	\$24 - 34,000

**EXHIBIT C
INSURANCE REQUIREMENTS**

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

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

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle

coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

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