

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

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 Spalding DeDecker Associates, Inc. ("Contractor") a Michigan Corporation with its address at 905 South Blvd. East, Rochester Hills, Michigan 48307. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Engineering Unit.

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

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

Project means Project Management & Civil Engineering Services, RFP No. 22-17.

Supervising Professional shall be the Contract Administrator unless another representative of the City is named.

Work Statement means a written instrument between Contractor and City that describes specific services or deliverables that Contractor shall provide pursuant to this Agreement, which also meets the following requirements:

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

In addition, when applicable, the Work Statement may include such other terms and conditions as may be mutually agreeable between parties. The Parties agree that in the event that a Work Statement conflicts with this Agreement, the terms of this Agreement shall prevail.

II. DURATION

Contractor shall commence performance on _____, 20____ (“Commencement Date”). This Agreement shall remain in effect through December 31, 2027, or until satisfactory completion of the Services specified below, unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide professional project management and civil engineering services ("Services") in connection with the Project as described in Exhibit A and to furnish all materials, equipment, and labor necessary, and to abide by all the duties and responsibilities applicable to it, in accordance with the requirements and provisions of this Agreement. Such Services shall be performed pursuant to mutually agreed-upon Work Statement(s), developed pursuant to Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement or within a Work Statement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. The Contractor understands that: (1) there is no guarantee or implied promise of any nature that the City will issue a Work Statement pursuant to this Agreement; (2) the City is under no obligation to issue or consent to any Work Statement; and (3) this Agreement is non-exclusive.
- 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 on the basis of the unit prices restated in Exhibit B. The total fee to be paid to the Contractor shall be an undetermined amount, as it will be based on the number and size of projects assigned to the Contractor. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. The Contractor shall be allowed to increase their unit rates annually to account for cost of living. This shall be done annually on the date of this agreement, by a percentage based on the Consumer Price Index for All Urban Consumers, City of Detroit (see <https://www.bls.gov/cpi/>).
- B. The Contractor will be compensated for Services performed in addition to the Services described in 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 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 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:

Spalding DeDecker Associates, Inc.
Mr. Jeremy Schrot, P.E.
27333 Meadowbrook Road, Suite 210
Novi, MI 48377

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

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

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.

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 Exhibits A and 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 INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Type Name

Its

DATED: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

DATED: _____

Approved as to substance

Milton Dohoney Jr., Interim City Administrator

Brian Steglitz,
Interim Public Services Area Administrator

Approved as to form and content

Atleen Kaur, City Attorney

EXHIBIT A SCOPE OF SERVICES

A. OBJECTIVE

The City of Ann Arbor is requesting proposals from professional civil engineering firms able to provide project management and civil engineering services for a variety of engineering projects.

The Engineering Unit at the City of Ann Arbor manages the majority of our capital improvement projects in house. Project Managers are assigned to the projects and are responsible for managing the project from the planning phases through engineering design and construction. The City's project managers handle all the administrative tasks necessary to complete these projects including budgeting, coordinating with project stakeholders, public engagement, design review, and construction management for the projects to which they are assigned.

Presently, and for the foreseeable future, the number of projects coming forward in the City's Capital Improvement Plan (CIP) and from other sources, exceed the capacity of current staffing levels. Therefore, the City is looking to procure the services of a professional engineering firm to provide full project management and engineering services as described in detail below to help alleviate this backlog.

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

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

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

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

It is anticipated that the firm selected through this process will enter into a Professional Services Agreement (PSA) with the City of Ann Arbor to provide these services for up to 5 years. This agreement will outline the terms of the overall relationship between the City and the selected firm and will be approved by City Council. The City and the selected firm will then enter into individual Work Statements on a project-by-project basis. For budgeting purposes, the City will ask the selected firm to provide a proposal and cost estimate for their services for each project that they are assigned to deliver.

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

B. DESCRIPTION OF SERVICES

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

Project Management

The City is looking for a full-service engineering firm to provide a dedicated project manager to manage various capital improvement projects as described in the above section. It is expected that the identified project manager will be the single point of contact between the City and the selected firm. The City is open to considering alternative arrangements for project managers, provided that there is still a main point of contact for the City. The project manager will have full authority and responsibility to act on the City's behalf in terms of interactions with the public and other project stakeholders.

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

1. Identifying project stakeholders, both internal to the City and external, and engaging with them throughout the planning, design, and construction phases of the project.

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

Design Engineering

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

1. Preparation of plans and specifications for capital improvement projects of varying complexity. Services may include civil engineering and structural design work, preparation of preliminary plans and cost estimates, necessary fieldwork, identification of alternatives, drafting, design, surveying (see below), and other civil engineering related work as needed.
2. Landscape architecture design and construction support, which may include preparation of plans and specifications, tree inventory and assessment, green

infrastructure design, coordination and communication with the public, review of contractor submittals, and inspection of materials and installations.

3. Hydraulic modeling simulation and analysis on the drinking water, sanitary sewer and/or storm sewer distribution/collection systems. Innovyze InfoSWMM/InfoWater modeling software shall be used for this task. The City will provide calibrated citywide hydraulic models of the drinking water, sanitary, and stormwater systems to the Consultant for this task.
4. Engineering reports and studies on a variety of subjects including, but not limited to, traffic engineering studies, stormwater impact analysis, and pavement condition evaluations.
5. Traffic engineering data collection and analysis.

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

Surveying

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

1. Performing topographical surveying tasks as needed for the preparation of civil engineering construction plans. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans. Topographic surveys shall be in accordance with the requirements outlined in Attachment A.
2. Work with the City Attorney's Office and the City's easement acquisition consultants in the preparation of documents for easement (permanent or temporary) or right-of-way acquisition.
3. Perform any construction staking necessary for the accurate construction of the project, including the preparation and review of cut sheets.

Construction Administration

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

1. Prepare and review bid tabulations;
2. Schedule and conduct pre-bid, pre-construction, and construction progress meetings;
3. Review and approve of shop drawings;
4. Continuously monitor projects and provide periodic reports of progress;
5. Review inspector's daily reports;
6. Coordinate and supervise testing services;
7. Prepare and approve of pay estimates;
8. Review contractor claims and make recommendations;
9. Prepare change orders;
10. Prepare, review, and approve cut sheets;
11. Resolution of field conflicts;
12. Provide Office Technician services for Local Agency projects bid through MDOT if requested by the City;
13. Other construction administration related duties as required for the successful completion of the project.

The City currently utilizes Field Manager and Field Book on its projects, but is currently seeking a new software system to replace the Field Manager products. The selected consultant will be provided access to the selected software.

Construction Inspection

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

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

A complete detailed scope of services for construction inspection services can be found in Attachment A.

Soil Borings & Construction Testing

The City currently maintains “as-needed” service contracts with several firms to provide geotechnical engineering services and construction inspection services. The City anticipates that the selected firm’s project manager will utilize these existing contracts to provide such services as needed for projects to which they are assigned. Therefore, these services do not need to be included in the submitting firm’s proposal.

Private Development Support

Assist the City of Ann Arbor Engineering Team with site plan and engineering plan reviews for private development projects, and permitted work within the City right of ways, such as sidewalks, private utilities, drive approaches and other projects. These reviews would typically consist of, but not be limited to the following:

1. Review of site plan drawings to City of Ann Arbor Public Services Standard Specifications and relevant City Codes, including preparation of review memos.
2. Review of public utility (water main, sanitary sewer, storm sewer) designs to Public Services Standard Specifications and relevant City Codes, including preparing review letters.
3. Review of public roadway and sidewalk projects to City of Ann Arbor Public Services Standard Specifications, including preparing review letters.
4. Work alongside and under the direction of City staff during project reviews.
5. Communicate with outside agencies, developers, contractors, consultant engineers, inspectors and others as needed to manage a project efficiently and address issues that may arise.
6. Review of construction related submittals, including construction materials, mix designs, density testing, inspector daily reports, cut sheets, etc.
7. Work alongside and under the direction of City staff during construction to oversee public infrastructure improvements.
8. Work alongside and under the direction of City staff to assist with project closeout activities prior to issuance of Certificates of Occupancy.

C. OTHER REQUIRMENTS

1. Ability to function as part of the City’s Engineering Unit and to work effectively with the City’s Engineering staff.
2. Ability to work effectively with other City units.
3. Ability to work with and communicate effectively with the public.
4. Ability to work with and communicate effectively with other public agencies such as: MDOT, the MDEQ, the Washtenaw County Water Resources Commissioner’s Office, the Washtenaw County Road Commission, the University of Michigan, the Downtown Development Authority, the Ann Arbor

Area Transportation Authority (the Ride), and others.

5. Ability to work with developers, other consulting engineers, builders, contractors, property owners, and the public in general.

EXHIBIT B COMPENSATION

General

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



SPALDING DEDECKER
HOURLY FEE SCHEDULE
Effective January 1, 2022

PROFESSIONAL SERVICES

Where it is agreed that fees for our services will be based upon the time worked on the project, such fees will be computed at the following Hourly Rates, for each of the following classified services.

Classification	Hourly Rate
Senior Project Manager	\$187.00
Project Manager	\$171.00
Senior Planner	\$155.00
Senior Project Engineer 2 / Assistant Project Manager +	\$149.00
Senior Project Engineer +	\$139.00
Project Engineer +	\$127.00
Engineer +	\$116.00
Graduate Engineer +	\$106.00
Senior Designer +	\$127.00
Designer +	\$109.00
Senior Mapping Specialist +	\$125.00
Mapping Specialist +	\$113.00
Senior CAD Technician	\$103.00
CAD Technician 2 +	\$93.00
CAD Technician 1 +	\$85.00
Engineering Technician +	\$87.00
Sr. Project Surveyor +	\$150.00
Project Surveyor +	\$125.00
Senior Survey Technician	\$125.00
Survey Technician +	\$115.00
Senior Survey Assistant +	\$75.00
Survey Assistant +	\$65.00
One (1) Person Survey Crew (W/ Robotic Equipment) +	\$130.00
Two (2) Person Survey Crew +	\$185.00
Contract Administrator / Resident Project Representative +	\$125.00
Construction Technician 3 +	\$102.00
Construction Technician 2 +	\$94.00
Construction Technician 1 +	\$82.00
Confined Space Specialist +	\$132.00
2 Person O & M Crew +	\$291.00
Office Technician +	\$110.00
Soil Erosion Inspector +	\$87.00
Professional Traffic Engineer	\$156.00
Graduate Traffic Engineer +	\$114.00
Project Executive	\$208.00

**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.