

# REQUEST FOR PROPOSAL

**RFP # 22-77**

## **Project Management and Construction Engineering Services for EMCD Bridge**

City of Ann Arbor  
Public Services - Engineering



**Due Date: November 14, 2022 by 2:00 p.m. (local time)**

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
FISHBECK, INC  
AND THE CITY OF ANN ARBOR  
FOR PROJECT MANAGEMENT AND CONSTRUCTION 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 Fishbeck ("Contractor"), a Michigan Corporation with its address at 5913 Executive Drive, Suite 100, Lansing, MI 48911. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

**I. DEFINITIONS**

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

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

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

Project means Project Management and Construction Engineering Services for the EMCD Bridge Project, RFP 22-77.

**II. DURATION**

Contractor shall commence performance on January 17th, 2023 ("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 Project Management and Construction Engineering Services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as

may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.

- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

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

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

#### **V. COMPENSATION OF CONTRACTOR**

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

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to

commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

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

## **VII. COMPLIANCE REQUIREMENTS**

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

## **VIII. WARRANTIES BY THE CONTRACTOR**

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

## **IX. OBLIGATIONS OF THE CITY**

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

## **X. ASSIGNMENT**

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

## **XI. TERMINATION OF AGREEMENT**

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

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently 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:

Fishbeck  
Tia Klein, Principal/Vice President  
5913 Executive Drive, Suite 100  
Lansing, MI 48911.

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

City of Ann Arbor  
Nicholas Hutchinson, City Engineer  
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, 3<sup>rd</sup> 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 Name

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**

### **BACKGROUND**

The City of Ann Arbor (City), in conjunction with the University of Michigan (UM), have undertaken the rehabilitation and widening of East Medical Center Drive Bridge over the Michigan Line (the Bridge).

It is the City's intent to widen and improve the Bridge in order to return it to a State of Good Repair and prolong its life for the foreseeable future. We also must be sensitive to the many daily activities and functions that occur at the University of Michigan Regional Medical Center (Medical Center) as part of the proposed construction activities. The maintenance of both vehicular and pedestrian traffic to, and around, the hospital, and the surrounding university community is a vital part of the coordination required during construction.

East Medical Center Drive is a collector street in the City of Ann Arbor. The Bridge carries a four-lane road and is located immediately south of the East Medical Center Drive/Fuller Road intersection and north of the East Medical Center Drive/West Medical Center Drive intersection. The road is the primary access to the University of Michigan Medical Center. The three-span bridge was constructed in 1982 with twelve rolled steel wide flange beams with welded cover plates and a composite, reinforced concrete deck. The bridge length is 160'-0" from reference line to reference line with an out-to-out width of 70'-11 1/4" and an approximate skew of 36° left. The alignment of East Medical Center Drive is in a horizontal curve across the bridge. To accommodate the curve, the alignment of the beams changes direction at both piers. The Bridge's cross section includes two sidewalks, four vehicular lanes of traffic consisting of three northbound lanes (right turn, through and left turn lanes) and one southbound lane, with 3-tube steel railings mounted to the top of concrete parapet railings. The clear roadway width is 47'-0". There is a deck expansion joint device located above the south pier and a rubber seal joint located above the north pier. The existing substructure consists of two, reinforced concrete stub abutments and two, reinforced concrete, column bent piers with crash walls.

The proposed rehabilitation and widening construction project will involve piece wise construction of the Bridge in order to facilitate installation of new beams, clean and restore existing beams, new deck, railing and sidewalks, extensions to the existing bridge abutments and piers, additional retaining walls, and grading as necessary to facilitate construction. Coordination with various utilities to remove and relocate utilities as detailed in the project plans and detailed specifications (Appendix A).

### **SCOPE OF SERVICES**

The following Services be provided by the Consultant in conjunction with the delivery of the East Medical Center Bridge Rehabilitation and Widening Project. The Consultant may elect to propose to perform Services in addition to those described below, however, these services should be considered the minimum that is required as part of the project's tasks.

The Consultant shall perform all needed project tasks in conformance with the requirements of the City of Ann Arbor and if applicable as specified on detailed specifications/plans the University of Michigan requirements and the Michigan Department of Transportation.

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

The functions and activities of this task include those typically associated with a bridge rehabilitation and widening project of this nature, including, but not limited to; establish and maintain lines of communication between all involved parties; meet with the City's Project Manager to review all aspects of the project; review all project documents (plans and proposal) and the applicable City and MDOT detailed specifications or special provisions to insure a full and complete understanding of the scope of work, staging, and schedule; prior to bidding, review the project plans and proposal to identify potential design/detailing issues and make written recommendations to the City relative to these issues; provide oversight and coordination of the Consultant's "project oversight team" including inspection, survey, material testing, shop fabrication, public relations, and any other personnel whether described herein or not; plan and facilitate regular "oversight team" meetings; respond to inquiries and/or requests for information; resolve issues that arise during construction of the project with the various City departments, the University of Michigan, police agencies, fire department, emergency response agencies, utility companies, local business interests, other formal and informal community groups, and the general public; as needed updating of written content on the project website (created by the City of Ann Arbor) for major project updates to the general public.

Special and time sensitive coordination with the contractor, the City of Ann Arbor, the University of Michigan, ATT, DTE and any other utilities that are affected in this project area and that will be working in the area during Project construction. Notes on type of utility relocation installation coordination that will be needed is provided in the construction specifications and plans.

Coordinate and consult with the City's Project Manager as needed; attend meetings as requested; review proposals/claims and make recommendations related to contract modifications, extra work, extra compensation, and/or extensions of contract time; maintain proper records on issues involving disputed claims for compensation; inspect the project work for acceptance for traffic and substantial completion of work for interim and final contract completion dates; daily oversight, management, and coordination of all surveying, inspection (on-site/off-site), testing, and project documentation activities; plan and conduct the pre-construction meeting, the weekly progress/planning meetings, and others as necessary (prepare and distribute written minutes); review and approve the Contractor's Testing Orders; review and approve the monthly construction estimate; properly measure, calculate, and document all material quantities; document the project consistent with City requirements, and; review and approve shop drawings; maintain

records related to shop drawing submittal and approval; review and approve contractor submittals for proposed construction methods; maintain records related to contractor construction methods submittal and approval; verify that the contractor uses equipment and methods approved in or specified by the contract; daily oversight of the contractor's activities to verify that the project is being constructed in conformance with the project plans and specifications; verify that the contractor complies with all contract requirements related to the protection of utilities, property, and the environment, safety and health, prevailing wage policy, verify that the contractor complies with all permit requirements as they pertain to City of Ann Arbor, MDOT, Amtrack Office of Rail, etc.; resolve daily contractor disputes and prepare work orders as necessary.

Regular communications with various City Areas and/or Units relative to maintenance of traffic and current or planned work activities; daily communication (only if needed) with emergency response agencies relative to existing, planned, or changing maintenance of traffic situations.

Coordination and communication with University of Michigan's assigned Project Manager for important updates as they pertain to project schedule, UM ROW, access to the medical campus, traffic detours.

**2. Office Engineering:** The office engineering and contract administration tasks include those typically associated with a reconstruction project of this nature, including: establish, maintain, and utilize a project documentation filing system; initialize and update material source files associated with FieldManager/FieldBook (or the City's current software); import, review, and post Inspector's Daily Reports (IDR) and any associated calculation/drawings; track materials (certification/testing) and material quantities; create all needed project performance, monitoring, and milestone reporting and monitoring records for submittal to the City and/or MDOT; follow City of Ann Arbor's Prevailing Wage and Certified Payroll Policy as detailed in Attachment A, determining construction types, obtaining Davis-Bacon Act wage determinations, wage rate interviews, obtain and review of certified payroll, delinquent and deficient notice(s) and data collection process; process and maintain records for contract modifications and/or work orders; monitor project progress vs. the planned critical path method schedule; track and maintain status of miscellaneous submittals and Requests for Information; and balance final quantities of pay items as the project progresses.

**4. Project Surveying & "As-Built" Plans:** These tasks will include all survey layout and staking activities necessary for the Contractor's use in constructing the project as detailed on the plans and in the specifications, and all activities associated with developing "as-built" plans. The specific project surveying tasks include: check and verify horizontal and vertical control; establish permanent witnessed monuments to serve as primary project control; monument proposed right-of-way as required; stake all earthwork items at maximum intervals of 50 feet; stake roadway centerlines at maximum intervals of 50 feet, and at all PVI's, PC's, PT's; layout of retaining wall limits and elevations; stake centerline of all proposed or existing structures as needed or requested; stake other miscellaneous structure locations and grades; establish curb and gutter locations and

grades; establish back and/or top of curb locations and elevations in integral concrete pavement areas; layout concrete barrier wall locations and limits; layout concrete pavement jointing; stake/layout demolition and/or removal limits of all work that is to remain in place; stake any required fence relocations, clearing limits, erosion control device locations, driveway approaches, sidewalks, bike paths, sidewalk ramps, and miscellaneous sign locations; stake earthwork and site layout; layout and stake proposed bridge centerlines and reference lines; layout and stake substructure corners and elevations; provide/verify line and grade of bridge seats; verify span lengths; establish beam elevations; establish deck slab and screed rail grades; verify screed grades; layout all stairway footing corners with elevations, horizontal and vertical deflection points, and top and bottom landing elevations; provide line, grade, pivot points, and column locations for all permanent retaining walls; verify formwork of cast-in-place retaining walls and/or construction of MSE walls for verticality and horizontal alignment; develop, check, and distribute cut sheets; and, maintain field notes in bound books and daily logs.

The specific tasks associated with the development of the “as-built” plans include: obtain “original” (electronic format) contract plans from the City; document all plan changes, extra work, “revisions to” notes, etc. as project work progresses; collect and confirm all field changes; develop the appropriate “as-constructed” notes; develop/draft the “as-built” drawings; review and approve the “as-built” plans. The “as-built” plans will conform to the City’s Standard Specifications and the Public Services Department’s AutoCAD drafting standards and will be provided to the City on flashdrive or other approved media.

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

**5. On-Site Inspection:** Activities associated with this task will be dedicated to verifying that all materials provided and work performed is in conformance with the project plans and specifications, and they include: providing inspection personnel that possess the necessary, current, accreditations consistent City of Ann Arbor and project specifications requirements; thorough review of the plans and specifications and other project related documents prior to construction start up; daily communication with contractor supervision to coordinate inspection activities and to properly inspect, test, measure, and document the work; daily communication with the contractor, advising of needed corrections to the work, i.e. traffic control or soil erosion device maintenance, etc.; daily communication with the survey crew(s) to obtain proper interpretation of stakes and coordinate daily staking needs; daily communication with testing personnel to properly sample and test the materials and work; attend the weekly progress/planning meeting; inspect materials to be used in the work, verifying they meet the project specifications; document material usage and quantities on the IDR using FieldBook; review/inspect the Contractor’s equipment to confirm it meets the project specifications, and document the specific type and amount of equipment used on the IDR; inspect the contractor’s workmanship to verify that it meets the methods, tolerances, time requirements, temperature requirements etc., of the

specifications, and document this on the IDR; inspect and document that the work is performed and completed to the lines, grades, and elevations required by the project plans and specifications; document the contractor workforce and weather conditions on the IDR; document daily contractor activities, including any description and explanation of downtime, damage to the work, any actions taken by others including utilities, City forces, adjacent property owners, etc. on the IDR; where possible final measure work as it's done by the contractor, calculate quantities and document this on the IDR or in field books as appropriate; conduct daily review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area; conduct periodic nighttime review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area; provide certified storm water operators and conduct daily inspection of all soil erosion and sedimentation control devices for proper maintenance and effectiveness as placed; perform and document NPDES inspections at the required frequencies; suspend any work and/or reject any materials not conforming to the contract requirements; perform and document wage rate interviews; document changes, extra work, "revisions to" notes etc. on the plans kept in the office trailer to assist in the preparation of "as built" plans; develop and maintain the project "punch list"; keep all needed force account documentation, as required.

The Consultant shall furnish its inspectors with equipment and materials as necessary to properly perform their work. This will include, but is not limited to, laptop computers equipped with FieldBook, cell phones, proposal, plans, project detailed specifications, MDOT Standard Specifications for Construction 2020, City of Ann Arbor standard plans and specifications, industry standard survey equipment, and any other tools needed to inspect the work.

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

**6. Materials Testing & Fabrication Inspection:** All testing will be performed in conformance with current MDOT, and City standards, methods, and requirements. The work of this project is on an expedited schedule and as such the material testing consultant shall be expected to perform all required testing such that the project schedule is not negatively impacted by the material testing operations. This shall be deemed to include any and all required costs associated with expedited testing to obtain test results to meet the project requirements. In addition to the aforementioned requirement, asphalt testing results and the required written reports shall be returned to the City's Project Manager within 5 business days of the original paving.

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

Inspect precast beds and forms; check/verify dimensions of members, number, size, and positions of tendons, reinforcing steel, other incorporated materials, openings, blockouts, etc; inspect and document strand stressing operation/results; inspect/monitor batching, mixing, placing, finishing, and curing of precast elements; inspect, monitor, and document strand release, product removal from beds, handling and storage activities; inspect, accept, and approve precast (concrete) and prefabricated (steel) elements for shipment; verify that all precast and prefabricated elements are constructed in conformance with “approved” shop drawings and project specifications; establish and maintain a documentation system to establish evidence of proper monitoring and manufacturing.

**7. Technical Support:** The technical support activities associated with this task include: review and approve shop drawing submittals; provide design engineering, specification and design drawing development when approved changes or modifications are not considered “Construction Design Services”; review and make recommendations relative to methods of construction submittals by the contractor; provide technical support in resolving disputes and issues that arise during construction and documentation of the project.

**8. Project Close-Out:** The project close-out tasks include: Resolve all outstanding disputes and issues relative to pay item quantities and materials documentation; prepare, review, and balance all final pay item quantities; prepare all final contract modifications; provide complete project documentation and files, specifically as they relate to correspondence, meeting minutes, submittals, contract modifications, work orders, material certifications, test reports, certified payrolls, and interim progress estimates; prepare the contractor’s evaluation report; generate and process the final estimate package; coordinate submittal of project files and “as-built” plans to the City. Refer to as-built procedure in Attachment A for further information.

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





## **EXHIBIT B**

### **COMPENSATION**

#### General

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

(insert/Attach Negotiated Fee Arrangement)



# SERVICES FOR EMCD BRIDGE Fee Proposal Only

CITY OF ANN ARBOR

PROJECT MANAGEMENT AND  
CONSTRUCTION ENGINEERING  
SERVICES

RFP#: 22-77

November 14, 2022



 fishbeck

**City of Ann Arbor  
East Medical Center Drive Bridge  
Estimated Manhours**



Firm/Staff Labor	Rate	Project Management		Office Engineering		Project Survey & As Built		On Site Inspection		Material Testing and Inspection		Technical Support		Project Close Out		Total Labor
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	
Robb Welch, PE - Project Engineer (Fishbeck)	\$202	360.00	\$ 72,720	15.00	\$ 3,030		\$ -	270.00	\$ 54,540		\$ -	25.00	\$ 5,050	20.00	\$ 4,040	\$ 140,070
Alex Field - Field Engineer (Fishbeck)	\$118	270.00	\$ 31,860	15.00	\$ 1,770		\$ -	360.00	\$ 42,480		\$ -		\$ -		\$ -	\$ 76,755
Mike Henderson - Inspection Technician (Fishbeck)	\$114		\$ -		\$ -		\$ -	2880.00	\$ 328,320		\$ -		\$ -	16.00	\$ 1,824	\$ 333,040
Don Winey - Inspection Technician (Fishbeck)	\$88		\$ -		\$ -		\$ -	180.00	\$ 15,840		\$ -		\$ -		\$ -	\$ 16,020
Mary Lou Hussey - Office technician (Fishbeck)	\$122		\$ -	360.00	\$ 43,920		\$ -		\$ -		\$ -		\$ -	40.00	\$ 4,880	\$ 49,200
Tim Platz, PS - QA/QC and As-Built (Fishbeck)	\$215	15.00	\$ 3,225		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 3,240
Michelle Nitengale, PE - QA/QC and As-Built (Fishbeck)	\$158		\$ -		\$ -	32.00	\$ 5,056		\$ -		\$ -		\$ -		\$ -	\$ 5,088
Casey Veitengruber, PS - Field Surveyor (Fishbeck)	\$152		\$ -		\$ -	110.00	\$ 16,720		\$ -		\$ -		\$ -		\$ -	\$ 16,830
Igor Shrott - Field Surveyor (Fishbeck)	\$171		\$ -		\$ -	400.00	\$ 68,400		\$ -		\$ -		\$ -		\$ -	\$ 68,800
Raja Jildeh, PE - Technical Assistance (Fishbeck)	\$218		\$ -		\$ -		\$ -		\$ -		\$ -	10.00	\$ 2,180		\$ -	\$ 2,190
Dor'Mario Brown- QA Material Testing Manager (DLZ)	\$240		\$ -		\$ -		\$ -		\$ -	8.00	\$ 1,920		\$ -	2.00	\$ 480	\$ 2,410
Carrie Hamel -Technical Assistance (DLZ)	\$170		\$ -		\$ -		\$ -		\$ -		\$ -	80.00	\$ 13,600	10.00	\$ 1,700	\$ 15,390
Leigh Merrill -Technical Assistance (DLZ)	\$150		\$ -		\$ -		\$ -		\$ -		\$ -	50.00	\$ 7,500	10.00	\$ 1,500	\$ 9,060
Chuck Fawcett- Technical Assistance (DLZ)	\$215		\$ -		\$ -		\$ -		\$ -		\$ -	20.00	\$ 4,300		\$ -	\$ 4,320
Dan Wiktorzak - Technical Assistance (DLZ)	\$185		\$ -		\$ -		\$ -		\$ -		\$ -	20.00	\$ 3,700	4.00	\$ 740	\$ 4,464
Jason Hughes- Technical Assistance (DLZ)	\$165		\$ -		\$ -		\$ -		\$ -		\$ -	80.00	\$ 13,200	4.00	\$ 660	\$ 13,944
Mekehwon Boayue- Material Testing and Inspection (DLZ)	\$80		\$ -		\$ -		\$ -		\$ -	25.00	\$ 2,000		\$ -		\$ -	\$ 2,025
Reginald Tatum- Material Testing and Inspection (DLZ)	\$90		\$ -		\$ -		\$ -		\$ -	400.00	\$ 36,000		\$ -		\$ -	\$ 36,400
Abi Corbett- Assistant QA Manager (SME)	\$155		\$ -		\$ -		\$ -		\$ -	5.00	\$ 775		\$ -		\$ -	\$ 780
Robert Blodgett - Fabrication Materials QA Manager (SME)	\$180		\$ -		\$ -		\$ -		\$ -	5.00	\$ 900		\$ -		\$ -	\$ 905
Todd Johnson - Fabrication Materials Testing and Inspection (SME)	\$138		\$ -		\$ -		\$ -		\$ -	50.00	\$ 6,900		\$ -		\$ -	\$ 6,950
<b>Total Labor</b>		670.00	\$ 109,905	390.00	\$ 48,720	542.00	\$ 90,176	3690.00	\$ 441,180	493.00	\$ 48,495	285.00	\$ 49,530	106.00	\$ 15,824	\$ 810,006

Firm Overhead Rates: Fishbeck (187.22) SME (260.72) DLZ (165.59)

Expenses	Project Management		Office Engineering		Project Survey & As Built		On Site Inspection		Material Testing and Inspection		Technical Support		Project Close Out		Total Expenses
	Miles	Budget			Budget		Miles	Budget	Miles	Budget					
Company Vehicle Mileage @ \$0.95/mile	6705.00	\$ 6,370			\$ 401		32400.00	\$30,780							\$76,656
GPS @ \$25/hour					\$ 2,000										2,000
Leica Robotic Total Station @ \$35/hour					\$ 7,000										7,000
Troxler Density Gauge @ \$50/day															0
Concrete Testing Equipment @ \$50/day															0
SME Laboratory Testing Services										\$ 11,000					11,000
DLZ Onsite Material testing services									3500.00	\$ 2,205					5,705
DLZ QA Laboratory Sampling and Testing services										\$ 16,500					16,500
<b>Total Expenses</b>	6705.00	\$6,370		\$0	\$9,401		32400.00	\$30,780		\$29,705		\$0		\$0	\$115,361
<b>Total Fee</b>		<b>\$116,275</b>		<b>\$48,720</b>	<b>\$99,577</b>		<b>\$471,960</b>	<b>\$78,200</b>		<b>\$49,530</b>		<b>\$15,824</b>		<b>\$925,367</b>	

**Assumptions:**  
 37 weeks of construction operations in 2023  
 8 weeks of constructing operations in 2024  
 60 hour work weeks during active construction operations  
 2nd inspector will be needed for night work operations and heavy work load periods

**EXHIBIT C  
INSURANCE REQUIREMENTS**

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

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Project General Aggregate  
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

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

**ATTACHMENT B  
LEGAL STATUS OF OFFEROR**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of Michigan, for whom Tia L. Klein, PE bearing the office title of Principal/Senior Vice President, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.\*

\*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- ~~• A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~
- ~~• A partnership organized under the laws of the State of \_\_\_\_\_ and filed with the County of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)~~
- ~~• An individual, whose signature with address, is affixed to this RFP.~~

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Tia L Klein Date: 11/10/22,  
Signature

(Print) Name Tia L. Klein, PE Title Principal/Senior Vice President

Firm: Fishbeck

Address: 5913 Executive Drive, Suite 100 Lansing, MI 48911

Contact Phone 248.862.7699 Fax \_\_\_\_\_

Email tklein@fishbeck.com









**ATTACHMENT E**

<b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b>
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All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
N/A	

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
Fishbeck	248.862.7699	
Vendor Name	Vendor Phone Number	
<i>Tia L Klein</i>	11/10/22	Tia L. Klein, E
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative