

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
OHM ADVISORS, INC
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and OHM Advisors, Inc. ("Contractor") a Michigan Corporation with its address at 34000 Plymouth Road, Livonia, Michigan 48150 agree as follows on this 4th day of May 2015.

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

I. DEFINITIONS

Administering Service Area/Unit means Project Management Services Unit.

Contract Administrator means Nicholas Hutchinson, P.E., City Engineer, acting personally or through any assistants authorized by the Manager of the Unit.

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

Project means the Sump Pump Installations Modification Project.

II. DURATION

This Agreement shall become effective on May 4, 2015, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

- A. The Contractor agrees to provide Professional Engineering and Construction Management Services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

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

VII. COMPLIANCE REQUIREMENTS

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

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

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

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

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

XII. REMEDIES

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

XIII. NOTICE

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

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

Mr. Robert Czachorski, P.E.
OHM Advisors, Inc.
34000 Plymouth Road
Livonia, MI 48150

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

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

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

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

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

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

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
OHM Advisors, Inc.

Its _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy
Public Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

Following is a description of the tasks and activities included in the program. All work performed by the consultant shall be in accordance with the City's specifications and the Best Practices guidelines identified in the SSWWE Report (a2gov.org/SSWWE). The consulting team assigned to this project must demonstrate extensive experience and skills in communicating with, and assisting the public.

The following scope of work is intended as an outline only. Proposers should provide sufficient details on how they intend to implement each item of work.

A. Conduct Public Outreach

This task includes the planning, execution, and management of a public outreach program to provide an opportunity for properties that participated in the City's FDD program to report problems related to water in basements that did not exist prior to the FDD program. Because the City was not directly involved in the FDDs performed through the Developer Offset Mitigation (DOM) Program, these locations will not be included in the scope of this project.

The consultant will be expected to prepare and send mailings; coordinate other communications with the City's Communications Department; gather, organize, and thoroughly document all responses; and respond to questions from residents.

Residents will have 90 days to respond to report problems that could potentially be addressed through this project. However, the need to engage the public is expected to continue throughout the duration of the project.

B. Investigate Reported Problems & Recommend Corrections

This task includes conducting follow-up on all responses from the public outreach outlined in Item A, as well as the 10 locations identified through the previous efforts, to determine the likely underlying cause(s) of the reported problems. Phone calls, interviews, and/or site visits shall be conducted as necessary to thoroughly and completely evaluate each situation in order to make recommendations to the City. If televising of pipes, discharge lines, or curb drains, or any other form of investigation is required, the Consultant shall provide these services as part of this contract.

All communications with residents, verbally or electronically, as well as the results of all on-site inspections, shall be thoroughly documented and organized in a manner that data can be easily searched and retrieved. All of this documentation shall be stored in a location readily accessible to, and searchable by, City staff.

As follow-up information is gathered and analyzed, the consultant shall make recommendations to the City as to whether or not each location is eligible for corrective work under this program. Once a location has been selected for corrective work, the consultant will design the necessary changes to the footing drain/sump discharge system and prepare any drawings or documents necessary to implement the corrections. All recommended changes shall be prepared in

accordance with City Specifications, Plumbing Codes, and the Best Practices guidelines identified in the SSWWE Report.

The Consultant shall also review the existing FDD Specifications (Appendix F), and propose any changes necessary to bring the document into alignment with the Best Practices guidelines identified in the SSWWE Report.

C. Construction Management and Resident Support

This task includes all aspects of construction management for any work to be performed as part of this project. Some of the specific items under this task are included below.

- 1) Select a group of pre-qualified contractors that would be capable of performing the work. The Consultant shall screen multiple contractors and consider ability, references, availability, and cost; and present the resulting list and documentation to the City for inclusion in a pre-approved contractor list. Contractors must be able to provide a one year warranty on their work. Note that homeowners will still be allowed to select a contractor of their own choosing to perform the work if they so desire.
- 2) Identify a Construction Manager (CM) for the project that will serve as the main point of contact for property owners involved in the program. The CM will serve as liaison between the property owners and the contractor throughout the construction process, and will assure that work is completed to the satisfaction of the property owners and the City.
- 3) Work with the property owner to select a contractor, and coordinate the work between the two parties. The construction contract will be between the property owner and the contractor; however the process will be facilitated by the CM.
- 4) The Consultant shall develop a boilerplate contract to provide to homeowners and contractors as a guideline.
- 5) Inspect contractor's work to assure full compliance with specifications and the Best Practices guidelines identified in the SSWWE Report. Thoroughly document all work performed by the contractor. Detailed pre- and post-inspection reports shall be included in the file for each property. If any corrective work is performed in the public right-of-way, the consultant shall prepare as-built drawings in accordance with the City's Standard Specifications.
- 6) Once work is finished, complete a final inspection of the work, review the contractor's invoices, verify homeowner satisfaction with the work, and recommend payment by the City. If work requires completion or restoration in the following season, the CM should recommend either partial payment or holding of retainage. The CM shall track incomplete work to assure timely completion and then recommend final payment by the City.
- 7) In addition to the work described above, the City has approximately 40 sump pump monitors installed in FDD properties throughout the City. The scope of work for this

project shall include making contact with the property owners at all of these locations, retrieving the sump pump monitors, and returning them to the City.

D. Develop an Education and Outreach Program

In order to help alleviate the anxiety reported by approximately 40% of the SSWWE Survey respondents, the City proposes to create an education and outreach program intended for all sump pump owners on the basics of operations and maintenance of their sump pumps.

The Consultant shall prepare a program designed to address the concerns identified in the responses to the SSWWE Survey, both in the prescribed questions and the submitted written comments. The program shall include the use of video, printed documents, social media, and/or other methods to be proposed by the consultant. Up to three scheduled workshops may also be included. Final products will become property of the City of Ann Arbor.

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 attached states nature and amount of compensation the Contractor may charge the City:

See Fee Schedule on following pages

CITY OF ANN ARBOR
Sump Pump Installation Modifications Project - RFP No. 922
Scoping Sheet

Key Project Assumptions (NOTE - Assumptions Affect Scope Items)					
1800 Surveys	200 Operation Issues	Contact 400 Phone	Total Projects 10 2014 Const Projects	Project Splits 20 Indoor Jobs (Plumbing)	Project Duration 25 weeks (8 projects /month)
33% Anticipated Response %	100 Installation Issues	100 + Site visit	40 2015 Const Projects	20 Discharge Piping	
600 Anticipated Responses	100 Water Issues	50 + Site Visit with CCTV	50 Total Construction	10 Right of Way	

Task Id	Description	OHM Advisors															TOTAL HOURS	TOTAL FEE
		FIYF Project Innovations OKC																
		PIC	PM	APM	PE II	PE I	SURV IV	Surv. Crew	Tech II	CAD	CCTV	LB	TWN	CBF	KA	GD		
Staff --> VK	RCz	JW	GJM	GT	AWS	-	SH		Rental (ea)									
Rate -->	\$180.00	\$180.00	\$110.00	\$125.00	\$135.00	\$140.00	\$200.00	\$87.00	\$87.00	\$200.00	\$125.00	\$150.00	\$150.00	\$45.00	\$100.00			
TASK A - PUBLIC OUTREACH																		
A.1	Develop initial self-inspection video for survey	1	2		4						12				50	69	\$7,540.00	
A.2	Develop associated website content to explain the purpose of the survey and video.		1								6					7	\$930.00	
A.3	Design survey for FDD program property owners.		1										4			5	\$780.00	
A.3.1	Determine survey objectives (what do does the project team need to know?)		1								3		1			5	\$705.00	
A.3.2	Cover letter/explanation of survey, purpose, website updates		1								4		1			6	\$830.00	
A.3.3	Design survey (write questions and logic)		1								12	8	18			39	\$5,580.00	
A.3.4	Set up electronic survey										6					6	\$750.00	
A.3.5	Write press release/notices for media, community		0.5								3		0.5			4	\$540.00	
A.3.6	Send notification to email addresses										2					2	\$250.00	
A.3.7	Format paper survey											9				9	\$1,350.00	
A.3.8	Request addresses from City											9				9	\$1,350.00	
A.3.9	Print and mail paper surveys											9				9	\$1,350.00	
A.3.10	Re-send reminder notifications via City's communication channels										2					2	\$250.00	
A.3.11	Input responses from written surveys													100		100	\$4,500.00	
A.3.12	Review electronic responses		4								8					12	\$1,720.00	
A.3.13	Summarize/report survey findings to Project Team	2	4								12					18	\$2,580.00	
TASK TOTAL		Hours -->	3	15.5	0	4	0	0	0	0	0	70	35	24.5	100	50	302	
		Fee -->	\$540.00	\$2,790.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,750.00	\$5,250.00	\$3,675.00	\$4,500.00	\$5,000.00	\$31,005.00	

CITY OF ANN ARBOR
Sump Pump Installation Modifications Project - RFP No. 922
Scoping Sheet

Key Project Assumptions (NOTE - Assumptions Affect Scope Items)					
1800 Surveys	200 Operation Issues	Contact 400 Phone	Total Projects 10 2014 Const Projects	Project Splits 20 Indoor Jobs (Plumbing)	Project Duration 25 weeks (8 projects /month)
33% Anticipated Response %	100 Installation Issues	100 + Site visit	40 2015 Const Projects	20 Discharge Piping	
600 Anticipated Responses	100 Water Issues	50 + Site Visit with CCTV	50 Total Construction	10 Right of Way	

Task Id	Description	Rate -->	OHM Advisors													TOTAL HOURS	TOTAL FEE		
			PIC	PM	APM	PE II	PE I	SURV IV	Surv. Crew	Tech II	CAD	CCTV	FIYF	Project Innovations				OKC	
			Staff --> VK	RCz	JW	GJM	GT	AWS	-	SH	Rental (ea)	LB	TWN	CBF	KA			GD	
TASK B - INVESTIGATE REPORTED PROBLEMS AND RECOMMENDED CORRECTIONS																			
B.1.1	Develop List of Probably Site Visits		1	2	8	8					16						35	\$3,812.00	
B.1.2	Review List with City Staff			2	2	2											6	\$830.00	
B.1.3	Finalize List			2	2	2											6	\$830.00	
B.2.1	Develop Application and Data Collection Tools				8	8					32						48	\$4,664.00	
B.2.2	Develop database of information from previous projects	0.5 hr/each				2					200						202	\$27,250.00	
B.3.1	Investigations - Phone Calls	0.5 hr/each				10					200						210	\$18,650.00	
B.3.2	Investigations - Site Visit	2.5 hr/each				62.5					250						312.5	\$29,562.50	
B.3.3	Investigation - Additional Services	2 hr/each				25					100	50					175	\$21,825.00	
B.3.4	Develop Reports					40					200						240	\$22,400.00	
B.4.1	Determine List of In Compliance, Out of Compliance and Unclear				4	8					8						20	\$2,136.00	
B.4.2	Prepare Preliminary List of Fixes				4	4					40						48	\$4,420.00	
B.4.3	Meet with City on Findings				4	4					4						12	\$1,288.00	
B.4.4	Finalize List of Projects based on City's direction				2	2					4						8	\$818.00	
B.5.1.1	Scope Interior Projects	1 hr/each			5	20	4										29	\$3,600.00	
B.5.1.2	Scope Exterior Projects	1 hr/each			5	20	4										29	\$3,600.00	
B.5.1.3	Scope right of way projects	1 hr/each			2	10	4										16	\$1,960.00	
B.5.2	Develop Schedule				8	2											10	\$1,130.00	
B.6.1	Review FDD Standards				12	8	12				12						44	\$4,984.00	
B.6.2	Review Type of Issues (from failures)					2	6				4						12	\$1,408.00	
B.6.3	Prepare Memorandum				4		2	8									14	\$2,050.00	
B.6.4	Meet with City				1	4	4	4									13	\$1,840.00	
B.7.1	Interior Site Design	12 hr/ea				15	240										255	\$34,275.00	
B.7.2	Discharge Piping	12 hr/ea				15	200				120						335	\$39,315.00	
B.7.3	Right of Way Design	32 hr/ea				32	280		80		40						432	\$61,280.00	
B.8	Project Management				1	8											9	\$1,620.00	
TASK TOTAL		Hours -->	3	34	108	269.5	746	0	80	1058	172	50	0	0	0	0	2520.5		
		Fee -->	\$540.00	\$6,120.00	\$11,880.00	\$33,687.50	\$100,710.00	\$0.00	\$16,000.00	\$92,046.00	\$14,964.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$295,547.50	

CITY OF ANN ARBOR
Sump Pump Installation Modifications Project - RFP No. 922
Scoping Sheet

Key Project Assumptions (NOTE - Assumptions Affect Scope Items)					
1800 Surveys	200 Operation Issues	400 Phone	10 2014 Const Projects	20 Indoor Jobs (Plumbing)	25 weeks (8 projects /month)
33% Anticipated Response %	100 Installation Issues	100 + Site visit	40 2015 Const Projects	20 Discharge Piping	
600 Anticipated Responses	100 Water Issues	50 + Site Visit with CCTV	50 Total Construction	10 Right of Way	

		OHM Advisors														FIYF	Project Innovations			OKC		
Position -->	PIC	PM	APM	PE II	PE I	SURV IV	Surv. Crew	Tech II	CAD	CCTV												
Staff -->	VK	RCz	JW	GJM	GT	AWS	-	SH		Rental (ea)	LB	TWN	CBF	KA	GD							
Task Id	Description	Rate -->	\$180.00	\$180.00	\$110.00	\$125.00	\$135.00	\$140.00	\$200.00	\$87.00	\$87.00	\$200.00	\$125.00	\$150.00	\$150.00	\$45.00	\$100.00	TOTAL HOURS	TOTAL FEE			
TASK C - CONSTRUCTION MANAGEMENT AND RESIDENT SUPPORT																						
C.1	Develop Boilerplate Contract			8	4	32												44	\$5,700.00			
C.2.1	Prequalification Package		2	4		12												18	\$2,420.00			
C.2.2	City and Legal Review		2	2	2													6	\$830.00			
C.2.3	Solicit Proposals		1	4														5	\$620.00			
C.2.4	Evaluate Proposals		2	4	4													10	\$1,300.00			
C.2.5	Recommendations			2	2													4	\$470.00			
C.3.1	Pre-Construction Meeting		2	4	4				4	2								16	\$1,822.00			
C.4.1	Resident Notification Letter			4	1				8									13	\$1,261.00			
C.4.2	List Prequalified Contactors for Projects			4														4	\$440.00			
C.4.3	Schedule Meetings with Residents			0.5		25													\$2,750.00			
C.5.1	On Site Meeting with Resident and Contractor			1	4	50	4			50								108	\$11,070.00			
C.5.2	Provide a summary letter with contractor schedule			2	4	25	4			75								108	\$10,495.00			
C.5.3	Prepare contract and ensure that it is signed			2	4	25	4			75								108	\$10,495.00			
C.5.4	Construction Inspection		8	8	16					480								600	\$54,960.00			
C.5.5	Construction Layout (right of way projects)			8		4			80									84	\$16,440.00			
C.5.6	Work Changes			1		25												25	\$2,750.00			
C.5.7	Construction Schedule Validation			1		25												25	\$2,750.00			
C.5.8	Substantial Completion Walkthrough			2		100				100								200	\$19,700.00			
C.5.9	Perform Final Measurement		2	2	4					120								120	\$10,440.00			
C.5.10	Final Completion Walkthrough			1		50												50	\$5,500.00			
C.5.11	Final Completion Letter			1		25				25								50	\$4,925.00			
C.5.12	Final Estimates			2		25				75								100	\$9,275.00			
C.6.1	Gain list of data collectors			1		2												2	\$220.00			
C.6.2	Pick up data collectors			1		1				40								41	\$3,590.00			
TASK TOTAL		Hours -->	0	21	538	29	44	0	80	1052	2	0	0	0	0	0	0	1766				
		Fee -->	\$0.00	\$3,780.00	\$59,180.00	\$3,625.00	\$5,940.00	\$0.00	\$16,000.00	\$91,524.00	\$174.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$180,223.00			

CITY OF ANN ARBOR
Sump Pump Installation Modifications Project - RFP No. 922
Scoping Sheet

Key Project Assumptions (NOTE - Assumptions Affect Scope Items)					
		Contact	Total Projects	Project Splits	Project Duration
1800	Surveys	400	10	20	25
33%	Anticipated Response %	100	40	20	weeks (8 projects /month)
600	Anticipated Responses	50	50	10	
200	Operation Issues				
100	Installation Issues				
100	Water Issues				

																	OHM Advisors					FIYF	Project Innovations				OKC		
Position -->	PIC	PM	APM	PE II	PE I	SURV IV	Surv. Crew	Tech II	CAD	CCTV	Rental (ea)		LB	TWN	CBF	KA	GD	TOTAL HOURS	TOTAL FEE										
Staff -->	VK	RCz	JW	GJM	GT	AWS	-	SH																					
Rate -->	\$180.00	\$180.00	\$110.00	\$125.00	\$135.00	\$140.00	\$200.00	\$87.00	\$87.00	\$200.00	\$125.00	\$150.00	\$150.00	\$45.00	\$100.00														
TASK D -DEVELOP EDUCATION AND OUTREACH PROGRAM																													
D.1	Perform existing information review and research																	0	\$0.00										
D.1.1	Review content from both surveys and SSWWE Public Meeting summaries												8					8	\$1,000.00										
D.1.2	Review information already available from City of Ann Arbor's FDD program												8					8	\$1,000.00										
D.1.3	Review information from other srcs (videos, brochures, instructional guides, manuf.)												8					8	\$1,000.00										
D.2	Produce educational videos and related material																	0	\$0.00										
D.2.1	Determine topics for videos. Initial brainstorm list (list of 11 from GM)				4								4					8	\$1,000.00										
D.2.2	Story board/outline each video				12								24				12	48	\$5,700.00										
D.2.3	Develop and maintain library on the City's web page.												6					6	\$750.00										
D.2.4	Shoot videos				16								16				28	60	\$6,800.00										
D.2.5	Review and edit videos												16		10		200	226	\$23,500.00										
D.2.6	Create infographics to visually explain complex ideas												32					32	\$4,000.00										
D.2.7	Create or revamp other educational materials: instruction guides, brochures			6	6								32					44	\$5,410.00										
D.2.8	Develop and conduct educational workshops (3)													24				24	\$3,600.00										
D.2.8.1	Design workshop format, prep meetings				6								16					22	\$2,750.00										
D.2.8.2	Create/collect workshop materials: presentation, demonstration items, collateral material												24					24	\$3,000.00										
D.2.8.3	Communicate workshop purpose/date/time via City's comm channels												6					6	\$750.00										
D.2.8.4	Hold 3 workshops			12	12								12					36	\$4,320.00										
D.2.9	Write workshop summary												9					9	\$1,125.00										
D.3	Write final report, summarizing and documenting Public Outreach and Education.												24	8				32	\$4,200.00										
D.4.1	Team meetings			24									24					48	\$5,640.00										
D.4.2	Coordination			20									20					40	\$4,700.00										
TASK TOTAL		Hours -->	0	0	62	56	0	0	0	0	0	0	289	32	10	0	240	689											
		Fee -->	\$0.00	\$0.00	\$6,820.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,125.00	\$4,800.00	\$1,500.00	\$0.00	\$24,000.00		\$80,245.00										

FEE TOTAL		
TASK	HOURS	FEE
TASK A - PUBLIC OUTREACH	302	\$ 31,005.00
TASK B - INVESTIGATE REPORTED PROBLEMS AND RECOMMENDED CORRECTIONS	2520.5	\$ 295,547.50
TASK C - CONSTRUCTION MANAGEMENT AND RESIDENT SUPPORT	1766	\$ 180,223.00
TASK D -DEVELOP EDUCATION AND OUTREACH PROGRAM	689	\$ 80,245.00
TOTAL	5277.5	\$ 587,020.50

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

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

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