

**AGREEMENT BETWEEN
NORTHWEST CONSULTANTS, INCORPORATED
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 Avenue, Ann Arbor, Michigan 48104 ("City"), and Northwest Consultants, Incorporated ("Consultant") an Ohio Corporation with its address at 3220 Central Park West, Toledo, Ohio 43617 agree as follows on this _____ day of _____ 2014.

The Consultant agrees to provide professional 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., 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 or delivered to City by Consultant under this Agreement

Project means Fuller Road, Maiden Lane, E. Medical Center Drive Bridges Rehabilitation Project; File No.: 2014-024.

II. DURATION

This Agreement shall become effective on _____, 2014, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional engineering services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. The Consultant 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 Consultant may rely upon the accuracy of reports and surveys provided to it by the City 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. COMPENSATION OF CONSULTANT

- A. The Consultant 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 Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$187,184.00.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant 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 acts were made by the Consultant or by 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 demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant 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, the Consultant 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 the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions 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. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant 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.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant 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 Consultant 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.

VIII. 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.
- 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 the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant 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, Consultant 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 Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. 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 CONSULTANT, it shall be addressed and sent to:

Northwest Consultants, Inc.
3220 Central Park West
Toledo, Ohio 43617
Attn: Jonathan B. Drummond, P.E.

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

City of Ann Arbor
c/o Project Management Services Unit
301 E. Huron
Ann Arbor, Michigan 48104
Attn: Michael G. Nearing, P.E.

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant 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 Consultant 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 Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant 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.

XIV. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant 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.

XV. 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.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant 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. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

By _____
Ernest Er-Li Ch'ang, P.E.
Its President

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig A. Hupy, P.E., Public Services Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

EXHIBIT "A"

FULLER ROAD, MAIDEN LANE, AND EAST MEDICAL CENTER DRIVE BRIDGES REHABILITATION PROJECT SCOPE OF SERVICES

Northwest Consultants, Inc., the CONSULTANT, shall manage all aspects of the project design up to the award of the construction contract(s) for the project. This includes, but is not limited to; managing all aspects of the project, including the work of all sub-consultants and project coordination with all affected agencies. The project manager must ensure the timely and cost-effective delivery of the project design, as well as provide oversight and review of all project deliverables. The Project Manager will be responsible for the overall review and coordination of the contract documents in order to ensure preparation of plans that are detailed, thorough, and accurate and meet all the requirements of the City of Ann Arbor (CITY) and the Michigan Department of Transportation.

SCOPE OF WORK

The CONSULTANT shall address the following items in accordance with Section II of RFP No. 892 and the attached project schedule contained within Exhibit "B". All work shall be performed in accordance with the schedule shown in Exhibit "B" and with MDOT's Published FY 2015 Local Agency Project Planning Guide such that the project will be contained within the February 2015 Bid Letting.

The CONSULTANT shall prepare complete, detailed, and accurate bridge rehabilitation plans and specifications meeting the requirements of the City of Ann Arbor, MDOT, AASHTO, Norfolk-Southern Railroad, and Amtrak in order to complete the project. All work shall be approved by the CITY.

The CONSULTANT shall establish all needed pay items and specifications for the proposed work. This will include unique pay items that properly detail all required work to be performed by the Contractor so that best management practices are followed in all areas of the proposed work. The CITY reserves the right of final determination regarding specific Items of Work and if Special Provisions will be required to the satisfactorily detail and describe the work. The CONSULTANT shall also prepare all necessary permit applications (including all required supporting materials) from all approving agencies including, but not limited to, the MDEQ and Washtenaw County Water Resources Commission (WCWRC).

The CONSULTANT shall prepare complete, detailed, and accurate traffic control plans meeting the requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), Norfolk-Southern Railroad, Amtrak, and the CITY to complete the project. Continuous pedestrian and bicycle traffic shall be maintained throughout the project limits at all times on at least one side of each bridge and/or roadway.

The CONSULTANT shall coordinate their efforts with the CITY to ensure the timely and cost effective submittal of the project deliverables. The CONSULTANT's Project Manager shall provide full oversight, review, and coordination of their project deliverables with that of their internal staff and sub-consultants such that a seamless product is provided and all deadlines are met.

The CONSULTANT shall perform a detailed, hands-on, bridge inspection of all structural members in order to obtain the necessary information to determine all needed repair measures, calculate accurate and complete construction quantities, and to properly prepare the plans and specifications.

The CONSULTANT shall assess the structure and provide information to assist in complying with Occupational Safety and Health Administration (OSHA) Asbestos Construction Standard, Lead Exposure Standard, and Cadmium Construction Standard. A total not to exceed 36 samples of suspect asbestos-containing materials will be collected and analyzed. A total not to exceed 16 paint chip samples will be collected and analyzed for lead and cadmium presence. If present the analysis shall determine and report the percentages of lead and cadmium found.

The CONSULTANT shall investigate the history of the structures; determine the location(s) of previous additions to structural members where conduits have been added; identify all specific locations where structural members are in need of repair or replacement; and, identify the location, extent, and quantity of delaminations on the bridge decks, sidewalk areas, and substructure units by reviewing the previously completed infrared scans and augmenting that data with hand soundings as required. The CONSULTANT shall obtain all required right-of-entry, inspection permits, and the like in order to be able to perform the inspections and thoroughly and completely scope the needed rehabilitation measures.

The CONSULTANT shall develop a comprehensive Environmental Protection Plan including containment requirements and storage and disposal requirements for any asbestos containing materials (ACM), or paint containing lead and/or cadmium that may be discovered to exist in accordance with Federal and State requirements. The CONSULTANT shall prepare specifications for the abatement of the ACMs including definition of scope, regulations and standards of compliance, removal requirements, disposal requirements, records and document submittal requirements as well as air monitoring criteria. The CONSULTANT shall prepare technical specification sections to address renovation work involving lead bearing and cadmium bearing paints governed by OSHA work requirements and to address disposal requirements.

The CONSULTANT shall identify potential limits on construction methods and practices (such as identifying potential staging areas, limits of where construction activity can, or cannot, occur in the surrounding area, roads/bridges that are not accessible by the contractor, etc.). These areas and limitations shall be clearly defined on the project plans and in the project specifications in order to provide clear direction to the Contractor with regard to project expectations and limitations.

The CONSULTANT shall perform a detailed quantity estimate for all work included in the project. Detailed calculations shall be submitted to the CITY for review. The detailed quantity estimate will be included in the contract documents.

All plan sheets shall be drawn and prepared in accordance with the City of Ann Arbor Public Services Area Drafting Standards. All scales shall be approved by the City of Ann Arbor Project Management Services Unit. The format of the drawings shall be completely compatible with the CITY'S drawing preparation standards and layout(s). The City is currently using AutoCAD 2013 Civil 3D and it is expected that all drawings will be provided in a compatible format without the need to reconfigure drawings for plotting or other purposes.

The CONSULTANT shall coordinate all elements of the design with all affected parties, including, but not limited to; various City Departments, the University of Michigan and the University Medical Center, Norfolk-Southern Railroad, Amtrak, private utility companies, other formal and informal committees, and the public in general. The CONSULTANT shall attend up to four (4) meetings with project stakeholders, in addition to the project kickoff meeting detailed below, as requested by the CITY in order to gain a working knowledge of the project requirements and obtain input regarding the project design and direction.

The CONSULTANT shall participate in the CITY's public information sharing process for this process. The process shall include, two public meetings in which the CITY leads and presents information relative to the project including maintenance of traffic concepts, estimated construction durations, expected construction impacts, and anticipated construction mitigation measures. The CONSULTANT shall prepare meeting materials to supplement the public information sharing meetings that includes presentation-quality boards, graphics depicting traffic maintenance schemes, photographs of similar projects and typical construction results, etc. The first public meeting is expected to be held early in the project design once the project's construction scope is finalized. The second meeting will be held near the end of the project's design phase when all anticipated construction impacts can be shared with all relevant project stakeholders. The CONSULTANT shall be prepared to bring up to two experienced representatives to each meeting to assist the CITY with meeting set-up and provide needed expertise. The CITY shall arrange the time, location, and duration of the meetings, as well as, provide any required handouts for participants.

Any other items that the CONSULTANT feels are necessary so that when the design is 100% complete, all needed work is detailed on the drawings and fully described in the project specifications.

The CONSULTANT shall schedule and chair monthly design progress meetings and at, or near, milestone dates in order to assure proper communication of project goals and objectives and to assure the timely completion of the project. This is to include a design kick-off meeting in which all affected parties to the design will be contacted and invited to attend. Prepare and distribute meeting minutes for all progress and coordination meetings. It is anticipated that the CONSULTANT will attend up to seven (7) progress/coordination meetings.

The CONSULTANT shall analyze fatigue prone details for remaining mean and safe life. Specifically the CONSULTANT shall analyze the cover plate end welds, and side welds.

The CONSULTANT shall analyze the deck drainage for the Maiden Lane Bridge Deck to determine if the scuppers can be eliminated. If the scuppers can be eliminated, the CONSULTANT shall include an appropriate means of collection for deck drainage off the structure and provide plans and specifications for temporary and permanent soil erosion control measures and restoration of any area(s) disturbed as part of the work.

The CITY shall be responsible for determining any needed traffic signal timing adjustments along proposed detour routes as required for the increased traffic volumes related to the project's construction.

DESIGN REQUIREMENTS

All improvements shall be designed in accordance with the applicable AASHTO, City of Ann Arbor, MDOT, MDEQ, ADA, Norfolk Southern Railroad, Amtrak, and any other relevant standards or specifications.

All drawings shall be prepared to City of Ann Arbor Public Services Area Drafting Standards or MDOT Standards as approved by the CITY. The format of the drawings shall be completely compatible with the City's drawing preparation standards and layout(s). The City is using AutoCAD 2013 Civil 3D and it is expected that all drawings will be provided in a compatible format without the need to reconfigure drawings for plotting or other purposes. The CITY shall be provided with one complete set of all AutoCad drawings and files. Additionally, the CITY shall be delivered a set of drawings in Adobe Acrobat format in both full and half-size versions of the approved construction drawings. The AutoCad and Adobe Acrobat drawing files and the completed project specifications and cost estimate(s) shall be delivered on CD ROM disks at the completion of the design phase of the project.

In general, the CONSULTANT shall prepare to City of Ann Arbor Standards, plan and profile sheets, at a horizontal scale of 1"=20' and a vertical scale of 1"=2' for all work. This shall include, but not be limited to; water main; sanitary and storm sewer; and roadway plans. Other plans, such as structure plans, sections, and elevations; traffic control drawings; intersection enlargement plans; typical cross-sections, cross-sections, details, etc. shall be drawn at scales as approved by the CITY in order to properly complete the work of the project. The following is a brief overview of the major or critical elements of the work:

1. Design Speed: It is expected that the currently proposed alignments will be reviewed, evaluated, and adjusted, if needed, in order to obtain the optimal final design.

E. Medical Center Drive: 30 mph.
Maiden Lane: 35 mph
Fuller Road: 40 mph

2. Design Vehicle: WB-40 (unless otherwise directed)
3. Horizontal Alignment: The proposed horizontal alignments shall match existing.
4. Vertical Alignment: The proposed vertical alignments shall match existing.
5. Typical Cross-Sections: The typical cross-sections shall match existing.
6. Drainage: Provide enclosed conduit drainage systems. All drainage systems shall be designed and/or evaluated to handle a 10-year design storm, except as otherwise required by the City of Ann Arbor.
7. Bridge Design Live Load: The Bridges shall be designed for HL-93 (Modified) Live Load and Pedestrian Live Load as specified by AASHTO.
8. General Design Standards: Incorporate the AASHTO Policy on Geometric Design of Highways and Streets (2011); AASHTO LRFD Bridge Design Specifications, 6th Edition; American Railway Engineers Association Standards (current edition); the MDOT Design Guide; MDOT Standard Specifications for Construction (2012); MDEQ Permitting regulations; ADA accessibility standards; the City of Ann Arbor Code of Ordinances; and the City of Ann Arbor Public Services Department Standard Specifications (current edition).
9. Roadway Width(s): The number of lanes, intersection configurations, and widths of lanes shall match existing.
10. Water Main(s), Sanitary Sewer(s), and Storm Sewer(s): The design of any proposed or relocated facility shall be designed in accordance with the City of Ann Arbor, Public Services Area, Standard Specifications and as directed by the City.
11. Contract Specifications: The CONSULTANT shall be responsible for the preparation of a complete set of Contract Documents and all required Specifications meeting the complete satisfaction of the City of Ann Arbor and MDOT.

12. Maintenance of Traffic:

Provide construction staging plans and detour route(s) that meet all requirements of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and the City of Ann Arbor. The traffic control plans shall ensure the efficient, safe, and orderly maintenance of vehicular and pedestrian traffic throughout the project and around the construction staging areas.

EXHIBIT "B"
FEE PROPOSAL
FULLER ROAD, MAIDEN LANE, AND E. MEDICAL CENTER DRIVE
CITY OF ANN ARBOR
 April 9, 2014

Northwest Consultants, Inc.
 3220 Central Park West
 Toledo, OH 43617
 (419) 841-4704
 (419) 841-2979 - Fax

Personnel Category	Hourly Rate
Project Manager & QA/QC	\$146.99
Project Engineer, PE or PS	\$92.55
Design Engineer, EI	\$65.33
Field Surveyor	\$54.44

DERIVATION OF HOURLY RATES

Overhead Rate: 143.04%
 Profit: 12%

NAME	TITLE	AVG. RATE	HOURLY RATE *
Jonathan Drummond, PE; Tong Luo, PE	PM & QA/QC	\$54.00	\$146.99
K. Jansing, PE; A. Moncznik, PE; A. Kilpatrick, PE; P. Kammer, PE; I. Scrott, PS	Project PE/PS	\$34.00	\$92.55
Various	Design Engineer, EI	\$24.00	\$65.33
Various	Field Surveyor	\$20.00	\$54.44

* Hourly Rate = Salary Rate x (1+Overhead Rate) x (1+Profit)

TASK 1 - FIELD WORK	SCOPE REF. (RFP pp. 8-10)	HOURS BY PERSONNEL CATEGORY					Total Hours	DIRECT COSTS	TOTAL COST
		PM & QA/QC	Project PE/PS	Design Engineer	Field Surveyor				
Kickoff Meeting	13	6	12			18	\$150	\$2,143	
Perform Hands-On Inspections									
Fuller Rd.	5,6	20	20			40	\$5,000	\$9,791	
Maiden Lane	5,6	20	20			40	\$7,500	\$12,291	
E. Medical Center Dr.	5,6	20	20			40	\$5,000	\$9,791	
Permits (City, Railroad)	6	4				4	\$2,500	\$3,088	
Material Testing (16 Paint, 36 Asbestos)	6,12	2				2	\$6,100	\$6,394	
Topographic Survey	5				40	40	\$300	\$2,478	
Project Management	4	8				8	\$0	\$1,176	
Progress Meetings (Assume 1)	13	6	6			12	\$150	\$1,587	
Subtotal - Task 1		86	78	0	40	204	\$26,700	\$48,738	

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<u>Personnel Category</u>	<u>Hourly Rate</u>
Project Manager & QA/QC	\$146.99
Project Engineer, PE or PS	\$92.55
Design Engineer, EI	\$65.33
Field Surveyor	\$54.44

TASK 2 - PRELIMINARY DESIGN	SCOPE REF. (RFP pp. 8-10)	HOURS BY PERSONNEL CATEGORY					Total Hours	DIRECT COSTS	TOTAL COST
		PM & QA/QC	Project PE/PS	Design Engineer	Field Surveyor				
Preliminary Roadway Design & Plans									
	Cover Sheet	9		4			4	\$0	\$261
	Typical Cross Sections	9		4	8		12	\$0	\$893
	Paving & Paving Details	9		8	16		24	\$0	\$1,786
	Conceptual Construction Staging	3,9	4	64			68	\$0	\$6,511
	Pavement Markings	9			4		4	\$0	\$261
Preliminary Bridge Design & Plans - Fuller									
	General Plan of Site	1,9		8	16		24	\$0	\$1,786
	Construction Staging Sheet	1,9		4	8		12	\$0	\$893
	Existing Plans - For Information Only	1,9		2	12		14	\$0	\$969
	Existing Plans - Removal	1,9		2	12		14	\$0	\$969
	Fatigue Analysis	12	2	16			18	\$0	\$1,775
Preliminary Bridge Design & Plans - Maiden									
	General Plan of Site	1,9		8	16		24	\$0	\$1,786
	Construction Staging Sheet	1,9		4	8		12	\$0	\$893
	Existing Plans - For Information Only	1,9		2	12		14	\$0	\$969
	Existing Plans - Removal	1,9		2	12		14	\$0	\$969
	Deck Drainage Calculations	12		4			4	\$0	\$370
	Fatigue Analysis	12	2	16			18	\$0	\$1,775
	Scour Analysis	1,9	2	16			18	\$0	\$1,775
Preliminary Bridge Design & Plans - E Medical									
	General Plan of Site	1,9		8	16		24	\$0	\$1,786
	Construction Staging Sheet	1,9		4	8		12	\$0	\$893
	Existing Plans - For Information Only	1,9		2	12		14	\$0	\$969
	Existing Plans - Removal	1,9		2	12		14	\$0	\$969
	Fatigue Analysis	12	2	16			18	\$0	\$1,775
	Constructability Review	7	8				8	\$0	\$1,176
	Preliminary Environmental Protection Plan	6	2				2	\$5,000	\$5,294
	Preliminary Quantities Cost Estimate	8		4	4		8	\$0	\$632
	Preliminary Special Provisions	2	8	24			32	\$0	\$3,397
	QA/QC	4	24				24	\$0	\$3,528
	Project Management	4	16				16	\$0	\$2,352
	1st Public Information Meeting	11	24	24			48	\$800	\$6,549
	Coordination Meetings w/ Stakeholders (2)	10	12	12			24	\$300	\$3,174
	MDOT GI Meeting	10	8	8			16	\$200	\$2,116
	Progress Meetings (Assume 3)	13	18	24			42	\$450	\$5,317
Subtotal - Task 2			132	288	180	0	600	\$6,750	\$64,566

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Field Surveyor	\$54.44

TASK 3 - FINAL DESIGN	SCOPE REF. (RFP pp. 8-10)	HOURS BY PERSONNEL CATEGORY					Total Hours	DIRECT COSTS	TOTAL COST
		PM & QA/QC	Project PE/PS	Design Engineer	Field Surveyor				
Final Roadway Design & Plans									
	Update Preliminary Plans	9		12	12		24	\$0	\$1,895
	Finalize Construction Staging	3,9		16	40		56	\$0	\$4,094
Final Bridge Design & Plans - Fuller									
	Update Preliminary Plans	1,9		8	8		16	\$0	\$1,263
	Substructure Rehab Details	1,9		24	24		48	\$0	\$3,789
	Temporary Support Details	1,9		12	12		24	\$0	\$1,895
	Pin & Hanger Replacement Details	1,9		12	12		24	\$0	\$1,895
	Structural Steel Rehab Details	1,9		16	24		40	\$0	\$3,049
	Deck & Railing Rehab Details	1,9		16	24		40	\$0	\$3,049
	Expansion Joint Details	1,9		2	8		10	\$0	\$708
	Reinforcing Steel Details	1,9		2	4		6	\$0	\$446
Final Bridge Design & Plans - Maiden									
	Update Preliminary Plans	1,9		8	8		16	\$0	\$1,263
	Substructure Rehab Details	1,9		4	4		8	\$0	\$632
	Structural Steel Rehab Details	1,9		16	24		40	\$0	\$3,049
	Deck & Railing Rehab Details	1,9		16	24		40	\$0	\$3,049
	Expansion Joint Details	1,9		2	8		10	\$0	\$708
	Reinforcing Steel Details	1,9		2	4		6	\$0	\$446
	Scour Countermeasures	1,9		8	8		16	\$0	\$1,263
Final Bridge Design & Plans - E Medical									
	Update Preliminary Plans	1,9		8	8		16	\$0	\$1,263
	Substructure Rehab Details	1,9		24	24		48	\$0	\$3,789
	Structural Steel Rehab Details	1,9		16	24		40	\$0	\$3,049
	Deck & Railing Rehab Details	1,9		16	24		40	\$0	\$3,049
	Expansion Joint Details	1,9		2	8		10	\$0	\$708
	Reinforcing Steel Details	1,9		2	4		6	\$0	\$446
	Final Constructability Review	7	4				4	\$0	\$588
	Final Environmental Protection Plan	6	2				2	\$1,600	\$1,894
	Final Quantities/Cost Estimate	8		8	8		16	\$0	\$1,263
	Final Special Provisions	2	4	16			20	\$0	\$2,069
	QA/QC	4	32				32	\$0	\$4,704
	Project Management	4	24				24	\$0	\$3,528
	2nd Public Information Meeting	11	24	24			48	\$800	\$6,549
	Coordination Meetings w/ Stakeholders (2)	10	12	12			24	\$300	\$3,174
	Progress Meetings (Assume 3)	13	18	24			42	\$450	\$5,317
Subtotal - Task 3			120	328	348	0	796	\$3,150	\$73,880
PROJECT TOTALS			338	694	528	40	1600	\$36,600	\$187,184

FEE PROPOSAL - DIRECT COSTS
FULLER ROAD, MAIDEN LANE, AND E. MEDICAL CENTER DRIVE
CITY OF ANN ARBOR
 April 9, 2014

Northwest Consultants, Inc.
 3220 Central Park West
 Toledo, OH 43617
 (419) 841-4704
 (419) 841-2979 - Fax

TASK 1 - FIELD WORK	SCOPE	DIRECT COST BREAKDOWN						DIRECT COSTS
	REF. (RFP pp. 8-10)	Mileage	Traffic Control	Permits	Access Equipment	Hazardous Mat'l-SME	Boards/ Handouts	
Kickoff Meeting	13	\$150						\$150
Perform Hands-On Inspections								
Fuller Rd.	5,6	\$200	\$1,500		\$3,300			\$5,000
Maiden Lane	5,6	\$200	\$1,500		\$3,000	\$2,800		\$7,500
E. Medical Center Dr.	5,6	\$200	\$1,500		\$3,300			\$5,000
Permits (City, Railroad)	6			\$2,500				\$2,500
Material Testing (16 Paint, 36 Asbestos)	6,12					\$6,100		\$6,100
Topographic Survey	5	\$300						\$300
Progress Meetings (Assume 1)	13	\$150						\$150
Subtotal - Task 1		\$1,200	\$4,500	\$2,500	\$9,600	\$8,900	\$0	\$26,700

TASK 2 - PRELIMINARY DESIGN	SCOPE	DIRECT COST BREAKDOWN						DIRECT COSTS
	REF. (RFP pp. 8-10)	Mileage	Traffic Control	Permits	Access Equipment	Hazardous Mat'l-SME	Boards/ Handouts	
Preliminary Environmental Protection Plan	6					\$5,000		\$5,000
1st Public Information Meeting	11	\$150					\$650	\$800
Coordination Meetings w/ Stakeholders (2)	10	\$300						\$300
MDOT GI Meeting	10	\$200						\$200
Progress Meetings (Assume 3)	13	\$450						\$450
Subtotal - Task 2		\$1,100	\$0	\$0	\$0	\$5,000	\$650	\$6,750

TASK 3 - FINAL DESIGN	SCOPE	DIRECT COST BREAKDOWN						DIRECT COSTS
	REF. (RFP pp. 8-10)	Mileage	Traffic Control	Permits	Access Equipment	Hazardous Mat'l-SME	Boards/ Handouts	
Final Environmental Protection Plan	6					\$1,600		\$1,600
2nd Public Information Meeting	11	\$150					\$650	\$800
Coordination Meetings w/ Stakeholders (2)	10	\$300						\$300
Progress Meetings (Assume 3)	13	\$450						\$450
Subtotal - Task 3		\$900	\$0	\$0	\$0	\$1,600	\$650	\$3,150

PROJECT TOTALS		\$3,200	\$4,500	\$2,500	\$9,600	\$15,500	\$1,300	\$36,600
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EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Consultant shall have the insurance required below and shall provide certificates of insurance to the City on behalf of itself and, when requested, any subcontractor(s).

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Consultant 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. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. 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 Consultant agrees to waive any right of recovery by its insurer against the City.
 - C. Documentation must 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. A certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant 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 Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.