

**PROFESSIONAL SERVICES WORK STATEMENT AGREEMENT BETWEEN  
ORCHARD, HILTZ & McCLIMENT, INC.  
AND THE CITY OF ANN ARBOR  
FOR WWTP PROFESSIONAL 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 Orchard, Hiltz, & McCliment, Inc. ("Contractor"), a(n) Michigan Corporation, with its address at 34000 Plymouth Road, Livonia, Michigan. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

**I. DEFINITIONS**

**Administering Service Area/Unit** means Wastewater Treatment Services Unit (WWTSU).

**Contract Administrator** means Keith Sanders, 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 WWTP Professional Engineering Services, (RFP 22-05).

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

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

1. Includes substantially the following statement: "This is a Work Statement under Contractor's Services Agreement with the City of Ann Arbor Dated 05/03/2022."
2. Is signed on behalf of both parties by their authorized representatives. The required signatures for the City are: (a) City Administrator; (b) Administrator of the Administering Service Area/Unit approved as to substance; and (c) City Attorney approved as to form and content.
3. Contains the following three mandatory items:
  - a. Description and/or specifications of the services to be performed and the Deliverables to be delivered to City;
  - b. The amount of payment; and
  - c. The time schedule for performance and for delivery of the Deliverables.

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

## II. DURATION

Contractor shall commence performance on 05/03/2022, 2022 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

## III. SERVICES

- A. The Contractor agrees to provide Professional Engineering Services ("Services") in connection with the Project as described in Exhibit A and to furnish all materials, equipment, and labor necessary, and to abide by all the duties and responsibilities applicable to it, in accordance with the requirements and provisions of this Agreement. Such Services shall be performed pursuant to mutually agreed-upon Work Statement(s), developed pursuant to Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement or within a Work Statement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. The Contractor understands that: (1) there is no guarantee or implied promise of any nature that the City will issue a Work Statement pursuant to this Agreement; (2) the City is under no obligation to issue or consent to any Work Statement; and (3) this Agreement is non-exclusive.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

## IV. INDEPENDENT CONTRACTOR

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

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

## **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B or applicable Work Statement, 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 necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would

conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.

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

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

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

#### **X. ASSIGNMENT**

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

#### **XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach,

the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

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

## **XII. REMEDIES**

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

### **XIII. NOTICE**

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

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

OHM Advisors  
Robert Czachorski, Principal  
34000 Plymouth Road  
Livonia, Michigan 48150

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

City of Ann Arbor  
Brian Steglitz, Interim Public Services Unit Administrator

301 E. Huron St.  
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor  
ATTN: Office of the City Attorney  
301 East Huron Street, 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.

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

## **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

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

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

## **XVII. SEVERABILITY OF PROVISIONS**

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



**XVIII. EXTENT OF AGREEMENT**

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

**XIX. ELECTRONIC TRANSACTION**

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

**XX. EFFECTIVE DATE**

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR CONTRACTOR**

By Robert Cz  
Robert Czachorski  
Its Principal, Authorized Negotiator  
DATED: 4/7/22

**FOR THE CITY OF ANN ARBOR**

By Christopher Taylor 04/29/2022  
CHRISTOPHER TAYLOR, MAYOR  
By Jacqueline Beaudry 05/03/2022  
JACQUELINE BEAUDRY, CITY CLERK

DATED: \_\_\_\_\_

**Approved as to substance**

Milton Dohoney Jr 04/29/2022  
MILTON DOHONEY JR., INTERIM CITY ADMINISTRATOR

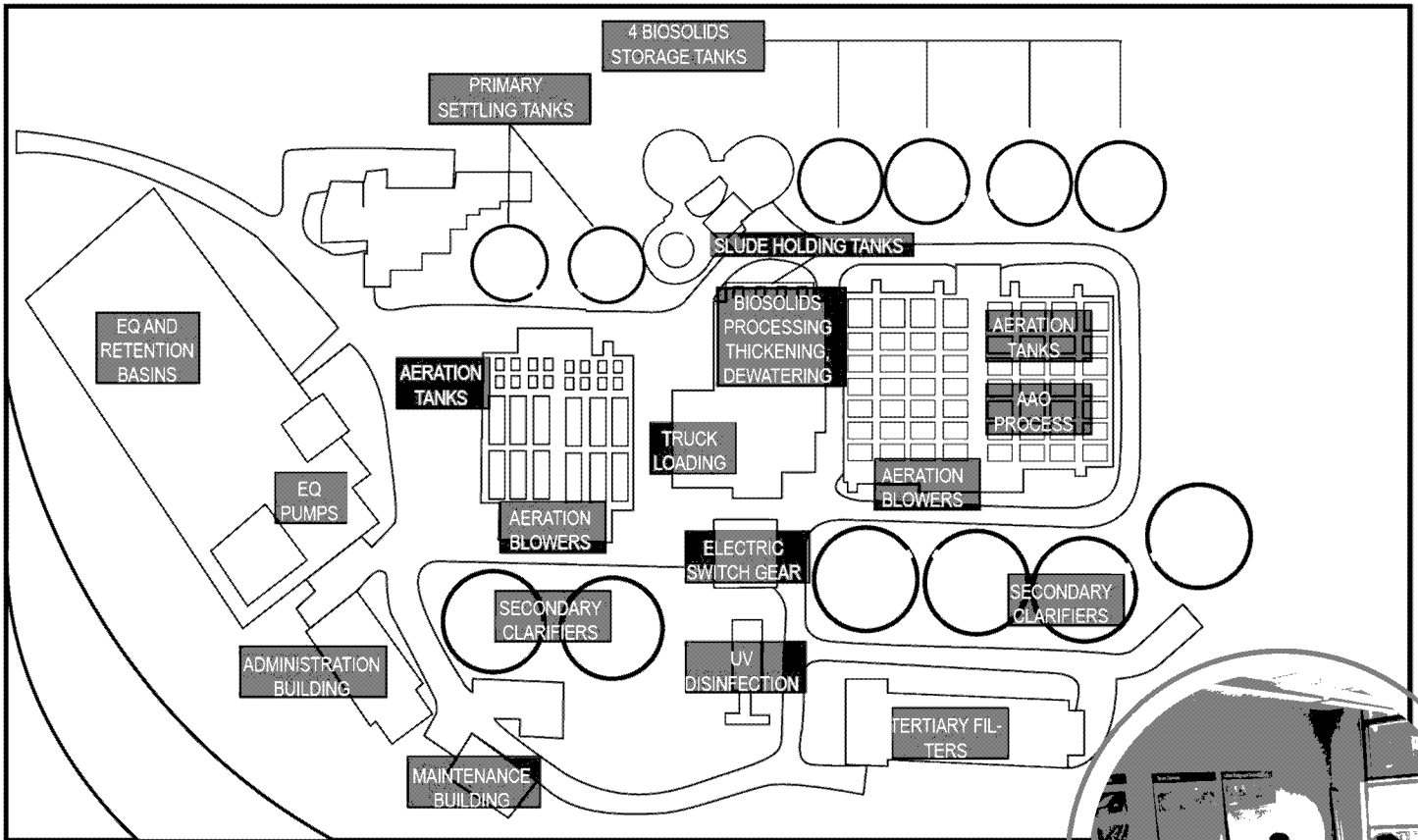
Brian D Steglitz 04/21/2022  
BRIAN STEGLITZ, PUBLIC SERVICES AREA ADMINISTRATOR  
Administrator

**Approved as to form and content**

Akaur 04/29/2022  
ATLEEN KAUR, CITY ATTORNEY  
PROXY SIGNED BY KMC DONALD

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**



**COMMUNICATION AND COORDINATION**

OHM Advisors (OHM) understands clear and consistent communication is essential to assure project goals and expectations are met. It is not sufficient to be technically skilled; technically skilled individuals need to also be strong communicators. That is why OHM routinely trains our team members to enhance their communication skills including meeting facilitation.

Client communication occurs with multiple OHM team members and with various modes of communication. Principals routinely communicate with clients to make certain that the Project Managers and their technical teams are completing work and bringing value. Our Project Managers communicate with clients to make certain that projects are proceeding in accordance with the established scope, schedule, and budget. Project team members may also reach out to the client’s team to make certain that assumptions are correct, and the client’s needs are well understood.

All projects begin with a project initiation meeting. Sometimes, the initial meeting occurs after some background

work is completed thus facilitating a good, informed dialogue that results in in-depth questions and understanding. Project Managers create meeting agendas (with desired outcomes), create meeting summaries and track action items to keep everyone (including the client) moving forward.



Communication can be in person, phone calls, texts, team chats or through a whole host of digital platforms. Project meeting frequency will be established at the beginning of each project and can be tailored to what works best for the City and each individual project. When many different people need access to files and to collaborate in real-time, we often suggest using and set up a SharePoint site for that project.

**Compatibility with the City’s Standards, Goals and Objectives**

OHM believes we are 100% compatible with the City of Ann Arbor’s standards, goals, and objectives. We understand

that the City strives to be an equitable, sustainable, and transformative community through the A2Zero initiative. We understand the impact that the WWTP can have on the environment and the community and vice versa. As we team with WWTP staff, the City's vision becomes ours for providing wastewater services to protect the environment we live and work in. Each project will be performed with the City's standards, goals, and objective in mind. For example, coal tar epoxy will not be specified in any coating systems. OHM's mission is to be 100% dedicated to Advancing Communities. Just as the City, OHM is committed to the public trust and to ensure that communities thrive.

### **Working Relationship between Consultant and City Staff**

We at OHM, see ourselves as an extension of our client's staff. We solve problems together, rejoice when things go well and stand by our clients when things get tough. We are committed to always doing what is right, not necessarily what is easy. We are true advisors and not order takers. We may disagree and voice that disagreement but will only do so when we believe it is in your best interests. Our original four clients have stuck with us for nearly 60 years. We believe they are a testament to our commitment of serving our clients ethically, honestly, and to the best of our abilities.

### **WORK PLAN OUTLINE**

The following describes the OHM Team's approach for developing project work plans over the array of potential projects. The steps or phases described below may be adjusted for each individual project/goal as deemed appropriate by the City and OHM team.

Scope, schedule, and budget are the three keys to imagining and defining a project. Once defined, these three metrics allow for ongoing evaluation of project status and ultimate success. OHM knows what it takes to complete projects within these defined parameters because every single project at OHM starts with scope, schedule, and budget. All three factors are tracked throughout the project and are the final measure of project success. Were we on time, on budget and did we deliver what we promised?

We will work with the City to set up projects based on our previous experiences. We know what it really takes to complete a project on time and on budget and as needed, we help clients understand what is achievable given their individual circumstances. We will account for sometimes

overlooked considerations such as QA/QC, time needed to secure permits, state and federal approvals, inter-jurisdictional coordination, management of subconsultants, seasonal weather limitations, etc.

### **STUDY AND DESIGN APPROACH FEATURES**

#### **Project Understanding**

The OHM Team's approach starts with confirming that our understanding of the project and the City's goals for the final work products are in sync.

#### **Specialized Engineering Studies**

focus on providing the necessary information to make good decisions and are the foundation of detailed design and construction projects. The OHM Team performs engineering studies in all our disciplines including civil engineering, treatment processes, structural, mechanical, electrical, and architectural.

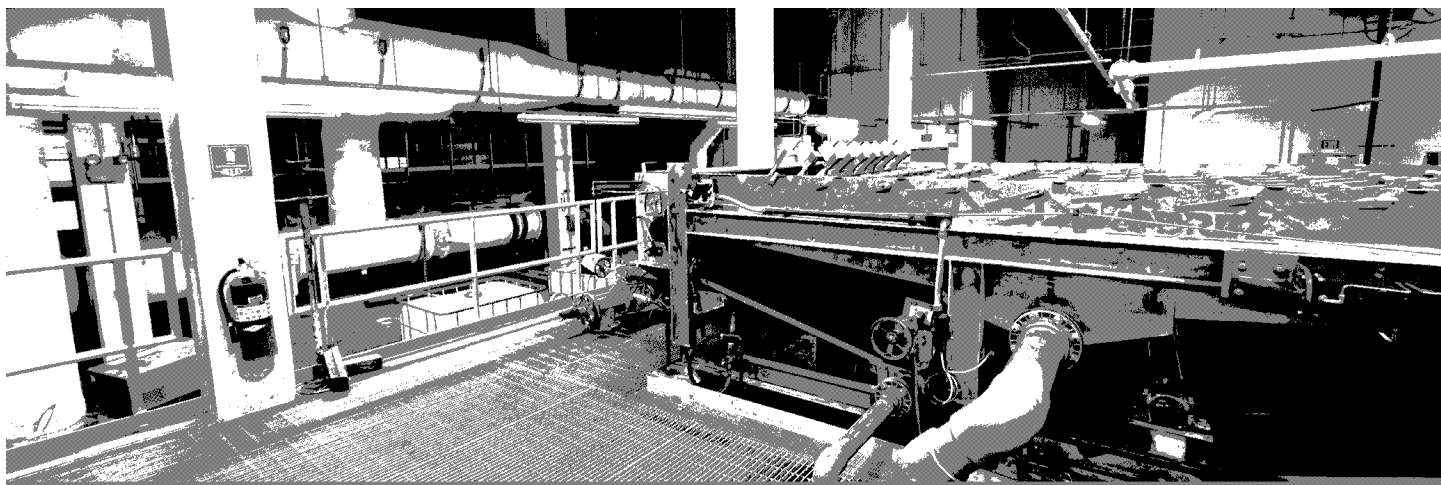
**Engineering Design** focuses on providing and documenting the details for efficient, cost-effective solutions to the selected projects. Our Team has dozens of engineers who specialize in wastewater treatment and collection, mechanical and HVAC, electrical and I&C, structural, architecture, and site civil available to resolve any issue the City may have.

Whether the project is a study or design, we will assemble a team of experienced engineers, technicians and specialists that will provide unique approaches and solutions to the selected project. The OHM Team will schedule a kickoff workshop with WWTSU staff to review and verify the project needs and WWTSU's project objectives. Prior to attending the kickoff workshop, OHM will review the available information so that the first meeting will be productive.

#### **Involvement of WWTSU Staff**

We will engage the operations and maintenance staff to gain an understanding of the project and to obtain feedback on current operations, impacts during construction, maintenance issues, safety concerns, etc. There may be requests for existing plans, equipment O&M manuals, and operating data. In some situations, there may be requests for additional operating data to be sampled and analyzed.





### **Condition Assessment and Investigations**

After reviewing available data, the OHM Team will plan site visits to assess the equipment and the project area. Planning for site visits include preparation of safety plans and coordination with operations for timing and any needed assistance with operations of equipment or access to areas. The OHM Team will be coordinated across all disciplines (process, electrical, structural, mechanical, HVAC, architectural) as required for each project for efficiency and thoroughness.

We will prepare a technical memorandum of the findings and follow up with a project meeting to discuss the condition assessment findings.

### **Alternative Analysis**

Based on the results of the preliminary data review and condition assessments, design alternatives will be identified. Each alternative will be vetted for constructability, ease of operations, compliance with regulations, and capital and O&M costs. A brief Feasible Alternatives memo outlining the evaluation, associated capital, operational and maintenance costs, and implementation recommendations will be provided. A project meeting will be held to review and discuss options with the City's WWTSU Team. The goal of the meeting will be to select the alternative and to proceed with the design phase.

### **Basis of Design Phase**

Upon agreement of the selected alternative, the OHM Team will develop a Basis of Design, prepare conceptual level design concepts and preliminary drawings. A draft sequence of construction will be prepared. After providing these for review, we will setup a project meeting with WWTSU staff to

gather review input and confirm that our approach continues to meet the established projects needs and objectives. Project review would include evaluating design adjustments to improve operations or system flexibility.

### **Detailed Design Phase**

Confirmation of the design approach leads to the detailed design phase. In this phase, the OHM Team will:

- Solidify technical aspects with potential equipment manufactures.
- Review materials and construction options.
- Prepare detailed drawings for construction and demolition work as needed.
- Update the sequence of construction as the design develops.
- Coordinate permit requirements and reviews with EGLE and other agencies. With our extensive government service history, OHM uses our knowledge to obtain required approvals and permits from the regulatory agencies.
- At agreed upon milestones, WWTSU staff will be asked for their input as the final design documents are developed, including a formal review prior to assembling the final bid documents.

We use the 50 Division format of the Construction Specifications Institute. We use both the CSI contract documents and technical specifications. OHM edits the technical specifications to achieve the quality and performance expected by our clients. For critical equipment or materials, we consult with our clients to select what makes the most sense for their systems.

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## C Proposed Work Plan

The goal of the technical specifications is to obtain the quality and performance desired by the client, and promote competition among qualified manufacturers, suppliers, and contractors to obtain good competitive bids. OHM believes the foundation of a successful project are carefully created bid specifications that fulfill the intention of scope, schedule, and budget, by providing a structure that outlines requirements and standards for project documentation, safety, risk, quality, and execution.

### Bidding Phase

OHM's team will prepare bidding documents in accordance with the City's standards and requirements, including using the City's front end documents. Bidding of construction projects will conform with the City's procurement policy. We will assist with:

- Attending pre-bid meetings.
- Responding to bidders' questions.
- Preparing addenda.
- Reviewing bids received as responsive.
- Preparing a Recommendation of Award.



### Construction Administration and Engineering Services

OHM will provide contract administration for the construction engineering of all projects assigned to us. We will manage the project to ensure the construction costs are within budget and eligible for payment with federal, state, City, or other funding mechanisms. Our team will track the completed work and any necessary contract modifications. We will work directly with the contractor and the City to quickly resolve claims.

Our contract administration includes the following:

- Construction staking.
- Continuous monitoring of the project and Contractor's schedule.

- Coordination and review of Third-Party Testing services to ensure we have the necessary approved tests to move forward with construction and to meet funding requirements.
- Review and approval of shop drawings.
- Track project quantities and measurements.
- Facilitate progress meetings with City staff and the Contractor and provide meeting minutes of each meeting.
- Review and approve contractor pay applications. Pay estimates will be prepared in accordance with City or funding requirements and submitted to the Owner for review prior to processing. This would include certified payroll reviews to verify Contractor compliance with the City's prevailing wage requirements.
- Create contract modifications as necessary and submit to the Owner for review prior to submitting to Contractor for concurrence.
- Provide project status updates to the Owner monthly or more frequently if needed.
- Provide project closeout documents and preparation of final payment.
- Deliver as-built drawings.

### Construction Observation

OHM has vast experience in construction projects and successfully provides construction oversight services to various communities throughout Michigan. Each construction project has a unique scope of work, schedule, and often special provisions. OHM's team of construction observers closely monitor each project documenting its progress, completeness and adherence to the contract documents and specifications.

OHM construction oversight team varies based on the type of project. For instance, the construction of multi-disciplinary water facility projects is overseen by our Environmental & Water Resources team members because they have the expertise to perform shop drawing reviews, respond to RFIs, stage construction so it doesn't interfere with existing operations, and oversee the start-up of new equipment.

Overall, our construction teams are experienced in building construction, utility installation, roads, pavement, drainage, water and wastewater facilities, pumping stations, green infrastructure, stream rehabilitation and related work. We

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## C Proposed Work Plan

excel at anticipating and identifying potential challenges; communication with owners and contractors; and creating a team environment to address potential issues before they become problems.

Activities associated with this task may include:

- Thorough review of contract documents prior to start of construction.
- Daily communication with contractor supervisor to coordinate work.
- Daily communication with contractor with regards to needed corrections to the work.
- Daily communication with testing personnel.
- Attend progress and planning meetings.
- Verifying materials and work meet the project specifications.
- Preparing daily reports documenting weather, equipment used, workforce, daily activities, quantities of work completed, if the work is in compliance with the Contract Documents, and other issues that may arise.
- Perform and document wage rate interviews.
- Develop and maintain punch lists.
- Keep all needed force account documentation, as required.

### Deliverables

Deliverables for the Project will be transmitted in both electronic and hard copy format in accordance with the City's standards and requirements. Anticipated deliverables may include the following:

- Project meeting agenda and notes.
- Project Management Plan including overall project schedule, project team members' roles, contact information, client responsibilities and list of deliverables.
- Site specific safety plan.
- Asset and equipment assessment memorandum and schedules.
- Feasible Alternatives analysis including life cycle costing.
- Specialized Studies and Analysis Reports.
- Basis of Design Report and Proposed Sequence of Construction.
- 50% Design including drawings and table of content of specifications for review.

- 90% design document including drawings, technical specifications for review.
- 100% bid documents including drawings, Division 0 and Division 1 and technical specifications for bidding.
- Construction Administration items including approved submittals, pay applications, certified payrolls, RFIs, progress schedules, change orders, O&M manuals or standard operating procedures, project close out documents, etc.
- Construction observation daily reports, progress photos, and punchlists.
- As-Built construction plans in accordance with City's Standard Specifications within one month of project completion.

### Project Management

OHM is deeply committed to assigning the right Project Manager as we believe the assigned manager is key to the successful outcome of each and every project. Our project management system begins with assuring that we have a solid understanding of the project's scope and goals, then meeting with the client to make sure all the project elements are addressed, potential issues identified, and possible innovations are discussed. In general terms, the Project Manager is responsible for preparing the project's scope, schedule and budget and communicating proactively with the client on necessary revisions to accomplish the project's ultimate goals and identification of cost-saving measures.

Our Project Managers follow each project to its ultimate end. For design and construction projects that means until the project is complete and as-built drawings are turned over to the Owner. We believe it is extremely important to have a single person accountable for the project all the way through completion.

If desired, we can offer our clients web-based access to the same information we use to manage the study, design, and construction phases of any project. Internally, budgets and schedules are available to all engineers so they can adequately track efforts on a weekly basis.

### Quality Assurance and Quality Control

Quality assurance and quality control (QA/QC) is an important part of our projects. Each deliverable, prior to it being sent to a client, goes through our QA/QC process.



This means that an independent internal or external expert reviews the project objectively and provides feedback prior to delivery. Our project managers are well versed in the need and time it takes for thorough QA/QC reviews; thus, each schedule includes additional time for the QA/QC process to be completed. In projects that include a design process, additional reviews are completed by our construction staff to assure that the bidding documents are biddable and buildable. These constructability reviews are completed by our senior construction staff to assure the transfer of the design to construction process is seamless.

### Schedule and Costs Accountability

OHM will provide construction cost estimates and estimates of construction schedules. The design project schedules will be developed upon project initiation and will be refined as additional information is made available. We will utilize the following processes to provide timely and cost-effective solutions:

- **Accuracy:** OHM has developed good working relationships with several contractors. In these times of increasing material costs and construction backlogs, it is helpful to have realistic input from contractors on the availability of labor and materials when creating estimates.
- **Experience:** OHM's experience with sequencing rehabilitation projects at wastewater treatment plants will result in more accurate construction schedules ensuring WWTP operational needs are met. We will engage the City in discussions relating to operations and maintenance to provide life cycle costing for alternative evaluations.
- **Quality:** Cost assessments presented to the City will have been reviewed for quality and completeness.
- **Progress tracking:** The monthly reports will track ongoing project completion. Actual project progress will be tracked along with the established baselines so that potential problems can be identified immediately.
- **Problem resolution:** If potential schedule issues or delays are identified, they will be communicated early and resolved with the City.

### Information which will assist the City in Determining the Consultant's Capability of Performing the Work.

OHM and Jacobs are both full-service consulting firms. Our teaming relationship builds upon the strengths of both firms to provide cost effective assistance to the City over the variety of potential projects. OHM's local presence and expertise can be utilized on smaller, maintenance and replacement projects as well as on site as-needed services. Jacobs brings their national experts for the intensive centrate and phosphorus studies. Jacob's offers additional resources for other treatment and specialty projects that may arise. Having open conversations at the beginning of each selected project to understand the challenge and the scope will guide the selection of project team members to provide the optimal services for the City.

Our OHM and Jacob's team can handle all the items identified in the request for proposals. We are strong in the following areas:

- Preparation of plans and specifications for construction projects varying in degrees of complexity.
- Preparation of specialized engineering studies on a variety of subjects including wastewater treatment process, structural assessment, mechanical, electrical HVAC, process equipment and piping assessments.
- On-site engineering support.
- Preparation of EGLE Part 41 applications.
- Coordination and facilitation of meetings or workshops during all phases of a project – study, design, bidding, construction, and commissioning and training.
- Assistance in preparation of Public Engagement materials and coordination and facilitation of Public Engagement meetings.
- Construction administration and construction observation services.
- Surveying including topographical survey, title searches and easement legal descriptions, and construction staking.

The resumes of our core team included in Section A and our example projects in Section B further describe our capabilities.

**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:

The fees for services shall be determined for each task, per RFP 22-05 and based upon the fee schedule provided in the Contractors proposal. Fees/rates shall be held and maintained for up to three (3) years. The total amount of fees to be paid under this Agreement shall not exceed \$300,000.00.

(insert/Attach Negotiated Fee Arrangement)



JANUARY 25, 2022

**Fee for**

# WWTP Professional Engineering Services

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

**OHM** Advisors\*

## D. Fee Proposal

Key Personnel	Role	Classification	2022	2023	2024
<b>OHM Advisors</b>					
Jennifer Drinan	Project Manager	Senior Associate	\$198	\$206	\$215
Mackenzie Johnson	Deputy Project Manager	Graduate Engineer III	\$140	\$146	\$152
Tom Allbaugh	Technical Advisor	Professional Engineer/Architect V	\$215	\$224	\$233
Sherri Wright	Senior Process Engineer	Professional Engineer/Architect IV	\$188	\$196	\$204
Ken Arnold	Senior Process Engineer	Professional Engineer/Architect IV	\$188	\$196	\$204
Krista Takacs	Process Engineer	Professional Engineer/Architect III	\$170	\$177	\$185
Matt Kennedy	Process Engineer	Professional Engineer/Architect III	\$170	\$177	\$185
Michael Spurbeck	Structural Engineer	Professional Engineer/Architect III	\$170	\$177	\$185
Lou Meyette	Electrical Engineer	Professional Engineer/Architect III	\$170	\$177	\$185
Erin Harris	Electrical Engineer	Graduate Engineer II	\$135	\$141	\$147
Sean Tabacsko	Mechanical Engineer	Graduate Engineer III	\$140	\$146	\$152
Andrew Schripsema	Surveyor	Professional Surveyor III	\$162	\$169	\$176
Christopher Ozog	Architect	Professional Engineer/Architect III	\$170	\$177	\$185
Christine Spitzley	Planner	Planner IV	\$160	\$167	\$174
<b>Jacobs</b>					
Allen Gelderloos	Project Manager		\$239	\$249	\$259
Jim Fisher	Sr. Process Engineer		\$208	\$217	\$226
Colin Fitzgerald	Process Engineer		\$174	\$181	\$189
Ian Hammons	Instrumentation Engineer		\$203	\$212	\$221
Tom Johnson	WRRF Modeling		\$250	\$260	\$271
Mike Hill	HVAC Engineer		\$140	\$146	\$152

- *Other direct costs being billed at actual for travel, and reproduction, etc.*
- *Annual adjustment based on a 4% increase.*

For reference, we have also provided the full rates for all OHM Advisors classifications.

OHM Advisors - Standard Rates			
Classification	2022	2023	2024
Principal	\$215	\$224	\$233
Associate	\$187	\$195	\$203
Professional Engineer/Architect II	\$155	\$162	\$169
Professional Engineer/Architect II	\$145	\$151	\$158
Project Specialist II	\$160	\$167	\$174
Project Specialist I	\$130	\$136	\$142
Graduate Engineer IV	\$145	\$151	\$158
Graduate Engineer I	\$125	\$130	\$136
Graduate Architect III	\$138	\$144	\$150
Graduate Architect II	\$115	\$120	\$125
Graduate Architect I	\$105	\$110	\$115
Technician IV	\$143	\$149	\$155
Technician III	\$125	\$130	\$136
Technician II	\$108	\$113	\$118
Technician I	\$87	\$91	\$95
Professional Surveyor II	\$150	\$156	\$163
Professional Surveyor I	\$135	\$141	\$147
Graduate Surveyor	\$120	\$125	\$130
Surveyor III	\$120	\$125	\$130
Surveyor II	\$110	\$115	\$120
Surveyor I	\$90	\$94	\$98
Surveyor Aide	\$70	\$73	\$76
Administrative Support	\$80	\$84	\$88
Clerical Aide	\$68	\$71	\$74

**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.