

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN
FISHBECK, THOMPSON, CARR & HUBER INC
AND THE CITY OF ANN ARBOR FOR
AS NEEDED PROFESSIONAL CONSULTING ENGINEERING SERVICES**

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and FISHBECK, THOMPSON, CARR & HUBER INC, a(n) Michigan corporation, 2001 Commonwealth Blvd., Ann Arbor, Michigan 48105 ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area/Unit means **Public Services / Water Treatment**.

Contract Administrator means Glen Wiczorek, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Services means as needed Professional Consulting Engineering Services as further described in Exhibit A.

2. DURATION

- A. The obligations of this Agreement shall apply beginning on July 01, 2024 and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. 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 is 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.
- B. 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.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$500,000.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. 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 required by this Agreement, as will protect itself and the City from all claims for bodily injury, 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 Contractor, Contractor's subcontractor, or anyone employed by Contractor

or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. 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 subcontractors.

- B. All insurance providers 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 and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of 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, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
 - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
 - 2. 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.

\$1,000,000	Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
 - 3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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
 - 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. 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.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) 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. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
 - F. 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, 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.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor 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.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. 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. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have 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.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.

- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. 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 required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including 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 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 through the City budget process. If funds 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 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, 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 other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right 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, 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 the waiving party's right to require strict performance of this Agreement.

13. 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 Contractor:

FISHBECK, THOMPSON, CARR & HUBER INC
ATTN: David J. Baar
1515 Arboretum Drive, S.E.
Grand Rapids, MI 49546

If Notice is sent to the City:

City of Ann Arbor
ATTN: Glen Wiczorek
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

14. 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.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by 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 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 Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. 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 and to obtain the City's consent therefor. The City's prospective consent to 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, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of 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.

17. 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 is 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.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and 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 in entering into this Agreement. No terms or conditions of either party's invoice, purchase order,

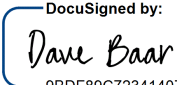
or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and 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 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.

19. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

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**FISHBECK, THOMPSON, CARR &
HUBER INC**

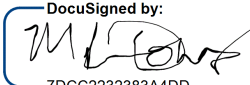
By:  DocuSigned by:
9BDF89C72341407...

Name: David J. Baar

Title: Vice President

Date: 6/17/2024

CITY OF ANN ARBOR


By:  DocuSigned by:
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Name: Milton Dohoney Jr.

Title: City Administrator

Date: 6/19/2024

Approved as to substance:

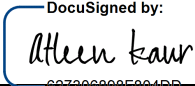
By:  DocuSigned by:
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Name: Sue McCormick

Title: Interim Public Services
Area Administrator

Date: 6/18/2024

Approved as to form:

By:  DocuSigned by:
62730C898F004DB...

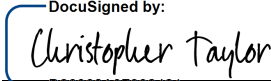
Name: Atleen Kaur

Title: City Attorney

Date: 6/18/2024

(Signatures continue on following page)

CITY OF ANN ARBOR

By: 
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Name: christopher Taylor

Title: Mayor

Date: 6/19/2024

By: 
DocuSigned by:
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Name: Jacqueline Beaudry

Title: City Clerk

Date: 6/23/2024

EXHIBIT A - Scope of Services

C. PROPOSED WORK PLAN

Fishbeck has assembled an experienced engineering team to meet the City's WTSU needs for as-needed engineering services. Our professional staff will support the WTSU with services including, but not limited to, preparing plans, specifications, and cost estimates for construction projects; preparing detailed studies; conducting investigations; preparing reports; performing surveying activities; providing construction observation/inspection; and providing construction contract administration.

We will use the City's standards for project drawing preparation and follow the City's sheet numbering and file naming conventions. The project contract documents will be prepared to follow the City's standard contract documents and other requirements as directed by City representatives.

PROJECT UNDERSTANDING

Fishbeck has reviewed and understands the information in the RFP, which details that the City of Ann Arbor intends to select up to three firms to provide as-needed professional engineering services to the WTSU. The contract will be for the period from July 2024 through the end of June 2027. The City has budgeted a total of \$1,500,000 for services from the three selected firms to be used over the 3-year period. We understand the City will distribute and assign projects between the selected consultants as they see fit. We have proposed billing rates which will remain unchanged over the 3-year period. We understand the City may provide an opportunity to extend the contracts with selected firms for an additional 1- or 2-year period, and that we would be able to propose amended billing rates for the contract extension period.

We understand the expected project scope may include the following general categories:

1. Preparation of plans and specifications for construction projects.
2. Preparation of specialized engineering studies.
3. Provision of onsite engineering support services.
4. Work on several specific projects identified by the City.

We understand additional project needs may also arise during the 3-year period.

Fishbeck will collaborate with additional consultants as necessary for our projects. In instances where it is deemed necessary, we will enlist the support of a public relations subconsultant, subject to mutual agreement. Projects involving Geotechnical evaluations or materials testing will also necessitate the engagement of a subconsultant. Should subconsultant services be required, we will liaise with City staff to ensure concurrence with our proposed choice of subconsultant. All remaining professional services will be conducted by Fishbeck staff.

STAFFING AND PERSONNEL

Dave Baar will be the project manager and serve as the primary client contact for all disciplines. Dave has been the primary point of contact with WTSU staff for over 10 years, knows City staff well, and has a good understanding of their needs and preferences. Dave will serve as the Vice President-in-Charge of the project. In that role, he will work with the various department heads to ensure proper staffing is made available and will coordinate the contracting and subcontracting activities. Dave is authorized by Fishbeck to sign contracts with the City and to negotiate fees and project scope when needed.

John Willemin will serve as the Senior Vice President-in-Charge of this project. John will provide high-level oversight for the project, and he can be contacted if there are unresolved issues with the project team that need to be addressed.

Joe Siwek will serve as the Onsite Engineer and Assistant Project Manager. Joe has been working on projects for the WTSU for nearly 10 years and has been filling the Onsite Engineer role for the past 16 months under our current contract, and now has a good understanding of the City's needs, expectations, and requirements. Joe knows the City staff working at the WTP well, and has developed good working relationships there.

If selected, we intend to strategically supplement Joe Siwek’s expertise with support staff where it makes practical sense. This approach will allow Joe to focus on the highly important, critical issues while support staff can handle routine tasks and administrative duties; ensuring tasks are efficiently executed. We will provide the City with advanced notice before involving new staff on the project.

Being a firm of over 630 persons that offers such a broad variety of in-house services, we have staff with experience and expertise in most areas of need. Also, with the vast majority of our people being located in Michigan, we can very quickly generate a response for the City’s emergency or unexpected needs. We have *boots on the ground* staff available within 2 hours or less of the plant for nearly all of the engineering and architectural disciplines that we expect will be needed at the plant. Fishbeck’s Ann Arbor office will further support work with the City. That office has grown from 2 to 11 staff since it opened, and we intend to continue to grow the office over the coming years.

FISHBECK DEPARTMENT (RELEVANT SERVICES)	STAFF
WATER & WASTEWATER ENGINEERING	44
MUNICIPAL ENGINEERING	58
LAND DEVELOPMENT ENGINEERING	17
ARCHITECTURE	33
MECHANICAL ENGINEERING	30
STRUCTURAL ENGINEERING	10
ELECTRICAL ENGINEERING	21
ENVIRONMENTAL ENGINEERING AND GEOLOGY	40
CIVIL FIELD ENGINEERING	77
SURVEYING	36
TOTAL	368

OTHER STAFF CERTIFICATIONS/REGISTRATIONS/LICENSING

Registered Landscape Architect (RLA)	Certified Industrial Hygienist (CIH)
Interior Designer (ASID)	Certified Hazardous Materials Manager (CHHM)
Certified Safety Professionals (CSP)	LEED Professional (LEED AP)
Wastewater Treatment Operator, (Classification B, C, & D)	Confined Space Entry
NASSCO Pipeline Assessment Certification Program (PACP)	Michigan Certified Aggregate Technician
Concrete Field Testing Technician Level I	Density Control Training and Certification

COMMUNICATION AND COORDINATION

We take pride in our ability and willingness to communicate with all project stakeholders. We hope our experience working with the City over the decade has demonstrated this. Internally and externally, our communication and coordination abilities are utilized through our use of email, delivered mail, office phones, cellular phones, MS Outlook calendars, teleconferencing, and video-conferencing.

COMPATIBILITY WITH THE CITY’S STANDARDS, GOALS, AND OBJECTIVES

Fishbeck has demonstrated our compatibility with WTP staff on several projects, including the Filter Gallery Flood Evaluation, the Ammonia Feed System Improvements, the Asset Management Program, WTP Valve and Finished Water Tank & Reservoir Improvements, the Onsite Engineering Assistance project, and various modeling projects. Beyond the water system, we have also performed services for the City on permitting projects for the wastewater treatment plant, sewer rehabilitations, local street and sidewalk projects, and some bridge projects. Adapting to local standards is something most consultants do regularly. However, meeting goals and objectives requires certain talents that we practice and promote, e.g., listening, seeking to understand, asking questions, and clarifying until we are certain we do understand. We are very successful in this area.

WORKING RELATIONSHIPS BETWEEN FISHBECK AND THE CITY'S STAFF

We will continue to use staff on this project who have previously worked on City of Ann Arbor WTP projects. Dave Baar, Brian Phillips, Joe Siwek, Ariana Wade, Matt Stack, Colin McCorkle, and John Willemin have all worked with you and have developed good working relationships with City staff. As an Ann Arbor City resident, Joe takes particular interest in providing the best service as possible. With his home and our Ann Arbor office both approximately ten minutes away from the WTP he is able to respond quickly to any emergencies or requests to be onsite.

Fishbeck takes pride in our client working relationships, and client service is emphasized as one of our core values. Another core value is a concern and respect for people and their personal and professional growth. Those two together translate to: Work well for, and with people, and they will likely work well with you.

CONSULTANT'S CAPABILITY TO PERFORM THE WORK

One measure of our capabilities is the variety of standing contracts we have with various clients. The following is a sampling of some of our current as-needed contracts:

- City of Ann Arbor: As-Needed WTP professional services.
- City of Ann Arbor: Public Services/Engineering Unit: General engineering and surveying services.
- City of Grand Rapids: Professional and technical engineering services, Grants and Funding assistance
- City of Ionia: General engineering services.
- University of Michigan: AE, environmental, and commissioning services.
- Lansing Board of Water and Light: Water production consulting services.
- Oakland County Water Resources Commissioner: As-needed engineering services.
- City of Coldwater and Coldwater BPU: As-needed engineering services.
- City of Kalamazoo: various as-needed contracts, including water and wastewater.
- City of Ludington: As-needed engineering, all disciplines.
- Van Buren Township: As-needed water and civil engineering services.
- Macomb County Public Works Commissioner: As-needed engineering services.
- Macomb Township: As-needed engineering services.
- City of Saginaw: Grants and funding assistance.
- City of Port Huron: As needed engineering services.

Another measure of our capabilities is the variety of services we offer and the various projects we have successfully completed related to the City's project needs. We will strive to be your all-in-one firm, with capabilities to meet your broad range of needs. We have presented our experience in section B. Past Involvement with Similar Projects.

Finally, Fishbeck has a total of more than 630 staff members in 15 offices, which gives us capacity to perform the work. We have 9 offices in Michigan including a local office in Ann Arbor, providing strong local expertise to support your projects. This is because there is strength in numbers in terms of response and production capabilities and from the variety of individual staff experiences. We can almost always find someone with similar project experience related to a specific project need.

SCOPE OF SERVICES

We recognize that the different projects will have different needs relative to the various phases of engineering services. For example, some of the projects may not require a study phase. Other projects may have only minimal construction inspection needs. Regardless, we have presented the general elements of the various project phases, recognizing that each project will have unique service needs.

The listed scope items are some of the expected project tasks, arranged in a similar order to your RFP.

1. PREPARATION OF PLANS AND SPECIFICATIONS

DESIGN PHASE

The following work plan is typical for design phase services.

- Design kickoff meeting. Assemble the project team from the City and Fishbeck to review the project scope and discuss project expectations, goals, milestones and schedule. The goal of the meeting will be to resolve any outstanding issues and finalize features to be included in the design.
- Perform detailed design. Complete detailed design for related civil, architectural, structural, process, mechanical, electrical, and instrumentation systems.
 - Prepare final design criteria.
 - Perform thorough review of all available archived records
 - Review geotechnical recommendations.
 - Design documents will comply with the most recent City and State Codes of Ordinances. A code review will be completed by Fishbeck as part of preliminary design to ensure compliance with City and State requirements.
 - Submit plans and specifications for review at established milestones.
 - Complete internal QA/QC procedures, which will include City and EGLE review. Incorporate applicable review comments into the design documents.
- Conduct workshops with the City to review our thoughts on project details like equipment, repair technologies, site requirements, construction methods, sequencing and interim operations, etc. Obtain the City's thoughts and concerns on these project components, based on their knowledge of the City systems and other local concerns. A final basis of design and opinion of probable construction cost (+15/-5) will be provided.
- Incorporate City input on the design and selection of components. This will occur at the various review stages of design, which typically include submittal of preliminary drawings at 30% and 50% complete and submittal of drawings and specifications at 95% complete for City review and comment. For some projects, it may be appropriate to provide review sets to EGLE for their concurrent review as the design develops.
- Design instrumentation and telemetry according to City standards. The City's existing systems will be reviewed, including acceptable manufacturers for equipment and programming protocol. We recommend that the specifications limit instrumentation and SCADA integration work to prequalified contractors.
- Conduct routine progress meetings. Progress meetings will be conducted throughout the design phase as required to incorporate City (and EGLE) comments and to keep the project on track. Progress meetings would be conducted as staff is available, either monthly or coincide with the 30%, 50%, and 95% percent design submittals. Fishbeck can facilitate in-person, conference calls, video conferencing at our offices, or internet-based meetings as needed.
- Provide interim deliverables. Interim deliverables are proposed to include submittal of preliminary drawings at 30% and 50% completion, and submittal of drawings and specifications at 95% completion as described previously. Technical memorandum may be issued in addition to the design submittals at various stages of the design to present alternatives that require specific City input or direction. We assume five hard copies and one electronic copy of the interim deliverables will be provided. An opinion of probable construction cost will be provided to the City with each interim submittal.
- Provide meeting agendas, minutes, and facilitation. Fishbeck can conduct and attend design meetings and provide written agendas and meeting minutes.
- Provide design package. Prepare Division 01 front-end specifications and incorporate the Division 00 specifications provided by the City. Prepare Division 2 – 46 technical specifications for bidding purposes. The specifications will follow the current Construction Specification Institute (CSI) numbering format. Prepare final drawings for bidding purposes grouped in major subdivisions to include civil, structural, process, mechanical (HVAC/Plumbing), electrical, and instrumentation/control. The documents will be the bid ready documents that will be provided to the City's Purchasing Department for bidding.

- Prepare and submit EGLE, FERC, and joint EGLE/USCE permit applications as needed. Coordinate review with the agencies respond to agency comments as applicable. Attend review meetings with agencies (if needed) to address permit review comments.

CONSTRUCTION PHASE

The construction phase normally includes bidding, construction administration, construction observation, and startup support services. The following is a typical work plan for Construction Phase services.

- Assist the City with project bidding and award.
 - Complete City Request for Proposal front end template.
 - Conduct a prebid meeting at the City's location, if needed.
 - Help the City evaluate the bids.
 - Assist the City in the award of the bid by providing the necessary forms and documents.
 - Review the contractor's bond and insurance information and assist the City in the execution of the contract documents by providing the necessary forms and documents.
- Respond to bidder questions during the bidding period and prepare addenda for changes to the bid documents, if required.
- Conduct prebid, preconstruction, monthly progress, special, and project closeout meetings.
 - Monthly or as the specific project requires.
 - Special meetings will be called as needed.
 - Closeout meetings:
 - » Substantial completion inspection.
 - » Final completion inspection.
- Interpret the drawings and specifications, review work progress for conformity with the contract documents, inspect the work to observe general quality, and notify the contractor and the City of any work not in conformance. Site visits will be conducted by the project manager, the lead engineer, specific discipline engineers, or other qualified personnel, dependent on the progress of the work. Provide clarifications and interpretations during construction. Issue bulletins, change orders, and work change directives, as appropriate.
- Review and track all project submittals, review change order requests, address RFIs, and generate the punch list at project completion.
 - Respond in writing to contractor's RFIs and issue clarifications and interpretations to the contract documents, as applicable.
 - Review detailed construction drawings, shop drawings, samples, schedule information, and other data the contractor is required to submit for compliance with design concepts.
 - Receive items required by the contract documents to be designed by the contractor for informational purposes to determine that the contractor has understood their responsibilities and obtained the required professional design assistance.
 - Consult and advise the City regarding the acceptability of substitute materials and equipment that may be proposed by the contractor.
 - Punch List Inspection. Fishbeck staff will inspect the project to evaluate completion and issue a punch list describing remaining work items or deficient work to the contractor.
- Provide start-up assistance in conjunction with the start-up and training specified to be provided by the equipment suppliers. This includes attendance during equipment start-up, coordination with suppliers and contractors to resolve operational or controls-related problems, and verification of control system operation.
- For projects that require it, provide the services of a part-time resident project representative (RPR) at the site to observe the work.
 - An RPR will generally be onsite for construction of work that will be concealed when the contractor is performing work onsite, up to the substantial completion date.

- The role of the RPR will be observation of the work performed by the contractor and to act as the liaison between the field and the Fishbeck engineers and designers.
 - For issues involving a deviation from the contract documents, the role of the RPR is to communicate with the appropriate Fishbeck staff who will provide direction to the contractor on how to proceed.
 - The RPR will maintain daily reports documenting the work completed, the contractor's presence onsite, weather conditions, and issues and resolutions that may arise. The RPR will facilitate communications between the contractor, Fishbeck office staff, and the City regarding onsite activities.
 - The project manager will maintain the role as the primary liaison to the contractor and the City.
 - Routine site visits will also be conducted by the project manager, the lead engineer, specific discipline engineers, or other qualified personnel dependent on the progress of the work. For any project involving significant electrical and controls work, this will include one or more visits by our licensed Master Electrician and controls engineer from our Electrical Department.
- Fishbeck can bring on subconsultants if required by the project. For example, we regularly work with Dixon Engineering to provide services as a coatings subconsultant. Dixon's services could include environmental conditions monitoring, dry film thickness, and holiday testing to ensure the final product is compliant with applicable AWWA standards and the contract documents. Some inspection tasks that may be applicable to the recoating projects of the dam equipment or steel reservoir cover include:
 - Visits to inspect abrasive blast cleaning and prime coat for thoroughness, surface profile, and compliance with specifications, prior to application of the primer coat.
 - Visits to inspect the intermediate and topcoat coatings for uniformity, performance, coverage, dry film thickness, and holiday detection. Examine the overall project for possible damage caused by equipment removal and reinstallation.
 - Provide project closeout assistance to the City.
 - Collect and review operation and maintenance manual documentation from the equipment suppliers and contractors.
 - Collect and review contractor project closeout documents, including waivers of lien, consent of surety, and warranties.
 - Collect and review contractor as-built documentation.
 - Provide project record drawings to the City based on the contractor's as-built documentation. Record drawings will conform to the City's Standard Specifications.

2. PREPARATION OF SPECIALIZED ENGINEERING STUDIES

The following work plan is typical for study phase services.

- Project kickoff workshops or meetings. Assemble the project team from the City and Fishbeck to review project goals and expectations, develop a communications protocol, and identify critical success factors and known or perceived obstacles. An open discussion format will provide the opportunity for all team members to provide input on the project.
- Hold project brainstorming workshops early in the project with the City, to convey our understanding of the project and recommendations, and to listen to the City's thoughts and concerns on major project components. Our experience with Ann Arbor and others has shown that early and ongoing discussion can be very effective in ensuring the project stays on track with your goals and needs, and for developing consensus between various entities.
- Study the required project elements, evaluate alternatives, and develop a basis of design document summarizing the recommended design parameters to the City for its review and comment.
- Conduct project progress meetings, as appropriate for the project.
 - Progress meetings are planned during the study phase.
 - The meetings will provide a general update on status of work in progress, budget, and schedule.

- If necessary, Fishbeck will develop and execute a public engagement plan for projects that might require it.
- Coordinate with Planning Commissions requirements, attend meetings, and prepare submittals for the Planning Commission for projects that might require it.
- Preliminary Cost Estimate. Fishbeck will develop an opinion of probable construction cost at various phases of the project. Cost estimating will be led by a full-time certified professional estimator in the Fishbeck Construction Department. Estimates are developed with input from the design engineers and under the direction of the project manager. Cost estimates are developed using ASTM Unifomat II Classification. We use subscription cost databases from RS Means and Turner. Estimates for major equipment will utilize budgetary level quotations solicited from manufacturers/suppliers. The study phase estimate are typically completed at the (AACE) +50%, -30% level.
- Conduct topographical or laser scanning survey, or obtain measured layout surveys, as needed. Fishbeck owns the Lidar equipment for laser scanning, and has many staff experienced with using it. Surveys should be completed early in the project, so they can be used as a basis for the conceptual site plan and site layout drawings. Any necessary soil borings should be located on a site plan, and staked based on the survey.
- Compile a final report, including the following sections:
 - Design recommendations.
 - Public engagement plan and outcome
 - Geotechnical report, as needed.
 - Narrative description of details to be included in final design.
 - Preliminary probable opinion of project cost.
 - Proposed schedule.

3. ONSITE ENGINEERING SUPPORT SERVICES

- Fishbeck has provided onsite support services at the water plant since December of 2016. For the majority of that time period, we have had an Engineer at the plant for the majority of the working days each week. The number of hours that we have had an engineer at the WTP each week has varied from year to year, based on the needs of WTP staff and the volume of work. At times, we have had full time presence at the plant. Joe Siwek currently works at the plant most days each week. Joe has developed good working relationships with City WTP staff at all levels; various City finance, administration, public works, and engineering staff; and contractors and other engineering consultants working with the WTP. He essentially serves as an extension of City staff to help initiate and complete various operations, maintenance, and capital improvements projects.
- Under the leadership of the WTP Engineer, Glen Wiczorek, Joe has been leading and assisting with the management of projects at the study, design, and construction phase level.
- Joe works directly with City staff to plan, coordinate, and execute work associated with operations, maintenance, and capital improvements projects. Since Fishbeck completed the City of Ann Arbor Water Asset Management Plan in December of 2017 we have helped implement the plan, working with the Maintenance Supervisor on prioritizing and completing asset condition assessments, keeping the WTP's computerized maintenance management system (CMMS), Mainsaver, up-to-date, and exploring how the CMMS tool can output useful reports and queries for budgeting and planning purposes.
- Joe has been a key Contract Administrator at the WTP. He is committed to following City purchasing guidelines and procedures and understands the critical steps in developing contracts, amendments, requests for quotes/proposals, and invitation to bid packages. Joe has become proficient in preparing and reviewing these documents and associated contracts, and preparing memos and resolutions for City Council and contract execution through City Hall. The ability to prepare and execute Contracts, work with City finance to generate purchase orders, and coordinate with other consultants and contractors is critical in getting, and keeping, projects moving.
- Joe will continue to serve in this role in the future. We are committed to having Joe continue to provide an onsite presence.

- We plan to broaden our level of support at the WTP by involving other staff to support Joe and the City with the onsite engineering. There are some tasks that could easily be completed efficiently by an engineer or technician with less experience than Joe. As new tasks arise, we will look for opportunities to involve other support staff. Joe will lead support staff on the project.

4. SUMMARY OF POTENTIAL PROJECTS

The City has identified 13 potential projects that may be included in this contract; they are summarized below, with additional details included for projects Fishbeck has additional insight. We have provided a summary of Fishbeck's relevant experience on these types of projects in Section 2.

- Recoating of dam tainter gates, hoists, and related equipment and repair of steel components. Fishbeck has extensive experience in performing coating projects at water treatment plants. Through our experience, we understand the unique challenges associated with protecting critical water treatment plant components from corrosion and chemical exposure. We have coating experts who are well-versed in selecting the appropriate coating system and ensuring adherence to the relevant industry standards. Additionally, we have hands-on experience performing field inspections of coating projects on various water treatment components, including tanks, pipes, process equipment, valves and secondary containment areas.
- Dam embankment rehabilitation.
- Hydraulic capacity analysis and route study for raw water transmission main from Steere Farm. The City is interested in evaluating additional capacity from the Steere Farm Wellfield. As part of the future Plant 1 replacement project, the City would like to better understand the amount of capacity is available from groundwater to better understand treatment chemistry and overall supply reliability. In addition to determining the capacity of the wellfield, the existing transmission main will be evaluated for capacity through completion of a model and evaluation under various demand scenarios. Complete an evaluation of alternatives for enhancement or replacement of the existing raw water main to compliment the potential upgraded wellfield capacity.
- Raw water transmission pipe repair and replacement for Barton Pump Station. Fishbeck would review the recommendations for repairs from the Raw Water Main Condition Assessment Report and prepare rehabilitation and replacement plans. The 42-inch PCCP pipe is the primary conduit for raw water to reach the WTP and critical during high demand periods.
- Lime residuals lagoon dredging and hauling. Lime lagoon residual dredging and hauling project updates and execution. This project is currently programmed into the capital improvement budget and the residual removal project will need to be revisited and modified to account for changes at the WTP site and the lagoon. Joe Siwek designed the initial project that was previously stalled, and is familiar with the project, recent changes that will impact the project and the contractors that previously had interest in executing the project.
- Residuals handling and filter press improvements.
- Concrete repair and replacement of structural components at dams, including beams, walls, spillway, etc.
- Replacement of remotely actuated motorized control valve. The valve will serve as a new connection between two pressure districts. The replacement and rehabilitation of the actuated valves between pressure districts. The existing motorized control valves along Eisenhower and Huron Parkways were originally included in the scope of the WTP Valve and Finished Water Tank & Reservoir Improvements but pulled due to budget constraints. Fishbeck already has done initial reviews of the existing sites and understands the basic scope of work at each site.
- HVAC improvements at the WTP including a review of loads, equipment sizing, building control systems, etc. Fishbeck is aware of the ongoing HVAC upgrades that are necessary throughout the WTP and proposed the development of an HVAC replacement master plan to get a handle on the current state of HVAC equipment and complete a classification of spaces throughout the WTP in accordance with current codes and regulations to help better plan future improvement projects.

- Miscellaneous treatment process and chemical feed system projects, including improvements and system trouble-shooting, as needed.
- Miscellaneous maintenance, electrical and instrumentation improvements projects, as needed.

In addition to the projects that were described in the RFP, we are aware of other needs at the plant which could become projects in the future. We have described those projects and our expected approach below.

- **Steere Farm Wellfield Capacity Evaluation.** The City has been assessing the reliability of its source water supply. One option being considered is to increase capacity at the Steere Farm Wellfield so that it could function as the primary source in the event that the surface water supply is not available. Adding well capacity at Steere Farm to supply average day demand would improve the overall reliability of the system. To evaluate this option, we would explore the additional capacity of the Steere Farm aquifer and the locations and costs of new wells and wellhouses. The capacity of the raw water transmission main that conveys water from Steere Farm to the WTP would also need to be evaluated. We would develop a hydraulic model of the well and raw water main system to evaluate the capacity under various scenarios.
- **Pipe Painting Projects.** Some areas at the WTP and at outstations in the water system have coating systems on pipe, fittings, and valves that are approaching end of service life. Plant staff would like to complete regular, small painting projects to address these issues over time. Fishbeck completed a rehabilitation project in the filter pipe gallery that was impacted by flooding in 2019, and is recoating the filter effluent piping as part of the WTP Valve and Finished Water Tank & Reservoir Improvements. We developed coatings specifications for that project which could be updated and used for the ongoing pipe painting projects. These projects can be completed with minimal design effort. The limits of the project can be defined with a simple drawing, in words, or in a site visit with paint contractors where we show them the project area. We can define a painting project each year that addressed the worst areas first, and is sized to meet the allocated budget.
- **Grants and Funding Support.** Fishbeck has been very successful in helping our clients secure low interest loans and grants to fund their projects. We have worked on projects that have been awarded funding over the past 2 years under many federal and state programs, including: DWSRF, CWSRF, EDA, and other programs. Meghana Kamath in our Water and Wastewater Department has led most of the grant application efforts. She understands these program requirements and has a good working relationship with the staff that oversee and award the grant programs.
- **Records and Filing Assistance.** We propose to assist the City in managing and filing the data that is pertinent to the WTP. This could include database development and management, scanning and filing of paper drawings, archiving old data. We would complete these tasks per the City's filing and archiving requirements.
- **Scan and Develop As-built Model of WTP.** We have vast experience with laser scanning of facilities to accurately capture as-built conditions. This technology continues to evolve, and is now the most efficient way to produce an as-built model. The plant could be scanned and modeled now, in advance of the large WTP improvements project (Plant 1) that is expected to start design in the coming years. This would save schedule time in the design of WTP improvements.
- On a similar note, site utilities could be documented and surveyed soon, in advance of the upcoming design project. WTP site plans could be updated, and a Site Utility Evaluation (SUE) could be completed.
- **MOOPS plan.** We have expertise in working with clients to develop maintenance of operation plans to help identify how a project will impact normal plant operations. These plans not only identify the project impacts, but also outline the procedures and sequencing that will be necessary to minimize disruption to plant operations and water production. In addition, these plans summarize known restrictions, constraints, and coordination requirements that must be considered as part of the overall project.
- **Instrument Calibration Support.** The City has a need for assistance with calibration of instrumentation at the WTP, and with establishing a regular schedule for calibrating instruments. Ariana Wade has developed SOPs for and calibrated instrumentation at the plant and could continue to help with this. We would also suggest that we

could develop a database for all instruments, or work with the City's existing databases. These would include the recommended calibration intervals, and record key information from previous calibrations (date, results, notes, etc.).

- Evaluate the Transfer pump system and provide recommendations for near term performance of the UV disinfection system during the summer high-demand period. The interim UV disinfection system is currently limited to only processing water through clearwell 2. Pump maintenance has revealed that the post-construction flow rate with only two pumps in service will not provide enough capacity to meet higher demands seen in the summer and would result in the WTP not meeting compliance for UV disinfection. Fishbeck will provide alternatives and recommendations to more reliably meeting the high demand flow rate in the case of a pump being out of service.
- WTP HVAC Phase 3 Improvements.

PROJECT MANAGEMENT

The majority of the project manager's efforts are included in the tasks above. For the study, design, and construction phases, other project management tasks include:

- Listening and responding to your concerns and needs.
- Regular correspondence and project updates with water plant managers.
- Budget tracking, reporting, and schedule updates.
- Managing the Fishbeck project team. Ensure projects are adequately staffed with the right people to complete the work.
- Being available to address Owner or project concerns and issues that arise.
- Internal coordination and progress meetings.
- Invoicing.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Fishbeck utilizes a rigorous multi-step QA/QC program consisting of the following components, spanning both the study and design phases.

- Brainstorming: Before work is started on a design project, an internal brainstorming session will be held with senior-level staff from various disciplines to review the project components, identify potential obstacles, and discuss any lessons learned on previous, similar projects. This brainstorming component is required of all design projects and is the first step in our QA/QC procedure.
- Study Phase and Preliminary Design Reviews: At 30% and 50% completion, before submitting documents to clients or outside project stakeholders, projects undergo a review by the project manager, lead discipline engineer, lead graphics coordinator, and a senior level staff member in the lead discipline department.
- 95% Coordination Printing: At 95% completion, a coordination set of drawings and specifications is compiled for internal review. This set is checked by the designers for final coordination of space and interrelated work.
- Level 1: After updates are made to the coordination set, the Level 1 QA/QC review is conducted. This review is completed by each discipline involved in the project, performed by the most senior level designer actively involved in that discipline's portion of design.
- Level 2: This review is conducted after Level 1 comments have been coordinated into the project documents. It is conducted by each discipline involved in the project, performed by department heads or technical team leaders. Level 2 for bidding documents includes a constructability review performed by an individual from our Construction Department. It also includes an independent review by one or more individuals, designated by the project manager, who are completely independent from the project design. The independent review is focused on looking at the documents from a multi-disciplinary perspective.

- Level 3: This constitutes external reviews, which may be necessary before a project is finalized, such as reviews by the client, permitting agency, etc. After comments are received, the project manager ensures the team incorporates them into the document. The project manager obtains clarification from the client if necessary.

SUMMARY

The above project-based scope of services is general in nature. Fishbeck realizes that we may be called upon to perform a large variety of tasks not requiring the level of detail presented above. As individual projects are offered to Fishbeck for proposal development, we will offer a more refined scope of services for each project. Additionally, Fishbeck can provide services for project needs that may not follow the above prescribed project phases. These could include the following:

- Engineering opinions and general consulting.
- Cost estimating services and budget planning assistance.
- Graphics (CAD) services.
- Surveying services for our design projects or other City projects.
- Environmental services, permitting, and regulatory assistance.
- Hydraulic modeling, distribution system flow testing, or pressure monitoring.
- Operational Consulting - review treatment or distribution system operations.
- Emergency assistance - respond to urgent system needs when they arise with a person onsite.

When a need arises for services in an area that Fishbeck does not provide internally, we can also engage the services of qualified subconsultants.

We will meet with you to discuss each assigned project. We will listen. We will confirm the scope of work and project time schedule. Our fees will be based on completing the work assigned efficiently and with the high quality service for which our firm is known. Fishbeck will ensure that a quality product, delivered on time and within budget, is provided to the City.

We commit that as an as-needed service provider, we will work as an extension of the City's WTSU to deliver project success.

EXHIBIT B - Fee Schedule



Fee Proposal

City of Ann Arbor

Public Services Area/Water Treatment Services Unit

RFP # 24-02

As-Needed WTP Professional Engineering Services

February 20, 2024





Rate Schedule
Ann Arbor Water Treatment Services Unit
WTP Professional Engineering Services

Proposed Rates Effective July 1, 2024 - June 30, 2027

Key Staff Labor Rates (See Notes 1, 2, and 3)			Hourly Rate
Name	Role	Billing Category	
Dave Baar, PE	Client Contact/VP in Charge	Senior Engineer	\$ 250
Joe Siwek, PE	W/WW Engineer/Onsite Engineer	Senior Engineer	\$ 222
Ariana Wade	W/WW Engineer	Engineer	\$ 135
Brian Phillips, PE	W/WW Engineer/Project Manager	Senior Engineer	\$ 240
Meghana Kamath, PE	W/WW Engineer/Grant Specialist	Engineer	\$ 185
Zach Gogulski	Engineer	Staff Engineer	\$ 125
Nikki Curtin	Administrative Assistant	Production Support	\$ 110
Colin McCorkle, PE	W/WW Engineer/Senior Hydraulic Modeler	Senior Engineer	\$ 195
Carl Otte, PE	Structural Engineer	Senior Engineer	\$ 230
Luke Finney, RA, LEED AP BD+C	Architect	Senior Architect	\$ 190
Jackie Batty, PE, LEED AP BD+C	Mechanical Engineer	Engineer	\$ 185
Matt Stack, PE, LEED AP BD+C	Electrical, I&C Engineer	Senior Engineer	\$ 200
Josh King	Graphics	Technician	\$ 125
John Willemin, PE	Principal-in-Charge	Principal	\$ 270

Support Staff Labor Rates (See Notes 1, 2, and 3)			
Billing Category	Level	From	To
Principal		\$ 270	\$ 270
Architect Construction Engineer/Manager/Administrator Engineer Estimator Geologist Hydrogeologist Industrial Hygienist Interior Designer Project Manager Scientist Surveyor	Senior Level	\$ 150	\$ 270
	Mid Level	\$ 140	\$ 185
	Staff Level	\$ 100	\$ 155
Architectural Specialist Engineering Specialist Environmental Specialist Health & Safety Specialist Operations Specialist Technical Specialist Project Superintendent Survey Specialist	Senior Level	\$ 150	\$ 255
	Mid Level	\$ 125	\$ 170
	Staff Level	\$ 95	\$ 130
Technician	Senior Level	\$ 120	\$ 160
	Mid Level	\$ 110	\$ 140
	Staff Level	\$ 80	\$ 130
Production Support		\$ 90	\$ 115

Expenses and Outside Services	Cost (See Note 1)
Photocopies	\$0.10/copy
Large-Size Sheets Copying	\$0.15/sf
Large-Size Sheet Scanning	\$0.35/sf B&W; \$0.65/sf color
Field and Service Vehicles	\$0.95/mile
Laser Scanning	\$1,000/day
Other Expenses	At Cost
Outside Services	Cost Plus 10%
Specialty Equipment	Quoted at the time of need.

- Notes
- 1. Rates presented are valid for a three year period ending June 30, 2027.
 - 2. Individual rates are staff specific, but will fall within the ranges indicated for the specific billing category.
 - 3. Fishbeck billing rates are based on an audited overhead factor of 181%.